

I hereby certify this to be a true copy of

the original Order

Dated this 16 day of August, 2022

Clerk's Stamp

COURT FILE NUMBER 2101-00811 _____

for Clerk of the Court

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS

CANTECH OILFIELD EQUIPMENT LTD., CELIA CAI, FANG LUO, HUI YANG XU, CHRISTINE YIN HUI, FANG YANG, KING CHI HUNG, CHUNG YIN SIU, BAO JING MA, SUNG LIM YEO, YEE KEN YEO, HON HING CHOI, LING CHAN, QIN LU, DAOJING FINANCIAL CONSULTING LTD., MAGGIE TING TING HON, ROYAL GREENLAND COMMUNITY LTD., KA FAI PUI, NYUK JIN HUI, HUI, BENJAMIN JOSHUA HUI, SARA FAROUK EL-QUTUB, MAHER FAREED SHAMLAWI, NECEIB MOUSSA, SALLY FARHAT, GANESHA INVESTMENTS LTD., JENIFER SHABAN ALI, JAFFAR ALI, ZAHIDA REHANA KHAN, SAHEED MOHAMMAD TAKI, MOHAMED HASSAN KHATTAB, 2027498 ALBERTA LTD. and HARILEELA INVESTMENTS LTD.



DEFENDANTS

ROXDALE GARDENS LTD., ROHIT SETHI also known as ROY SETHI, ROHIT SETHI by and through his trustee MELANIE J. LEIGH, YUVRAJ VERMA, YUVRAJ VERMA by and through his trustee MELANIE J. LEIGH, VIKAS KWATRA, and VIKAS KWATRA by and through his trustee MELANIE J. LEIGH

AND IN THE MATTER OF THE RECEIVERSHIP OF ROXDALE GARDENS LTD.

APPLICANT

FTI CONSULTING CANADA INC., in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of ROXDALE GARDENS LTD.

RESPONDENT

CANCOM ROXDALE INC.

DOCUMENT

AMENDED ORDER CONFIRMING SALE AND VESTING TITLE, AND APPROVING THE ACTIONS, ACTIVITIES AND CONDUCT & FEES, AND DISBURSEMENTS OF THE RECEIVER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1
Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File Number: 39586-2006

DATE ON WHICH ORDER WAS PRONOUNCED:	<u>August 11, 2022</u>
LOCATION OF HEARING:	Calgary Courts Centre, Calgary, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER:	Mr. Justice K.D. Yamauchi

UPON THE APPLICATION of FTI Consulting Canada Inc., in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Roxdale Gardens Ltd. (“**Roxdale**”) (for the purposes of this Order, Receiver will be referred to herein as the “**Applicant**”), in respect of Cancom Roxdale Inc.’s (the “**Respondent**”) Mortgaged Lands (defined below) and upon reading the Redemption Order previously granted in the proceedings, and the Receiver’s Report dated June 6, 2022 (the “**Receiver’s Report**”) and the Receiver’s Supplemental Report dated July 27, 2022 (the “**Receiver’s Supplemental Report**”); AND UPON IT APPEARING that the Respondent has failed to redeem within the redemption period; and upon considering the offer to purchase referred to in the Receiver’s Report; **AND UPON REVIEWING** the Affidavit of Service of Maria Lindgren, filed:

And upon hearing counsel for the Applicant; and upon

- _____ no one appearing for the Respondent(s)
- _____ hearing from the Respondent(s)
- _____ hearing from counsel for the Respondent(s)
- _____ hearing from the realtor for subsequent offer

IT IS HEREBY ORDERED THAT:

1. In this Order the Mortgaged Lands are the following (“**Mortgaged Lands**”):

PLAN 1821856
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 6.76 HECTARES (16.7 ACRES) MORE OR LESS

and

PLAN 1821856
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.79 HECTARES (6.89 ACRES) MORE OR LESS

2. The Offer to Purchase submitted by Malhans Holdings Inc. and/or Nominee (the “**Purchaser**”) for the purchase of the Mortgaged Lands, is hereby approved and accepted pursuant to the terms and

conditions as set forth in the attached Schedule "A". All other offers are hereby rejected and any deposits received from any other Offerors shall be returned to them immediately.

3. The Purchaser shall, on or before 60 days after the date of the original version of this Order (which was granted on June 15, 2022) or such later date as counsel for the Applicant may advise (the "**Closing Date**"), either pay to the Applicant to assure payment of the purchase price, and upon doing so the Purchaser is entitled to obtain possession of the Mortgage Lands. For certainty, the Purchaser is responsible for the payment of any arrears owed to Leduc County, governmental agency, or third party, including, without limitation, in the amount of \$62.86 and \$10,860.80, as set forth in the Tax Certificates provided to the Purchaser by the Receiver, as well as any arrears owing in connection with instrument number 222 080 478 or any other instrument registered against the Mortgaged Lands. The Receiver is hereby released of any liability and responsibility for the payment of same and the Purchaser shall indemnify the Receiver for costs, expenses or losses incurred in connection with the subject payments.

4. The Applicant shall distribute the sale proceeds as follows:
 - a. \$182,200 to the Receiver for its professional fees and disbursements of the Receiver and the Receiver's legal counsel, Torys LLP;
 - b. \$108,750 to the Realtor, as defined in the Receiver's Report, for its professional fees and disbursements;
 - c. \$13,000 to the Receiver, which shall be retained as a holdback for the payment of undetermined liabilities, professional fees and disbursements of the Receiver and the Receiver's legal counsel, Torys LLP; and
 - d. by paying the remainder (the "**Remaining Funds**"), if any, into Court to be held by the Clerk of the Court until further Order of this Honourable Court, to attend to the payment of any municipal taxes, funds owed to the Canada Revenue Agency and any other parties claiming an interest in the Mortgaged Lands, mortgages registered against the Mortgaged Lands, or in the sale proceeds, or in connection with the same, as determined by this Honourable Court. For the purposes of determining the nature and priority of such claims, the Remaining Funds shall be held by the Court and shall stand in the place and stead of the Mortgaged Lands.

5. Any party with a purported interest in the Mortgage, in the Mortgaged Lands or in the sale proceeds, may apply to the Court, no later than September 30, 2022 or such later date as the Court may order, to seek access to the Remaining Funds and the Court, upon receipt of such application(s) shall set a date or dates for the hearing of such application(s) such that the subject application(s) are heard together or consecutively and the interested parties shall prepare, collectively, a litigation plan or obtain further direction from the Court by October 31, 2022, or such later date that the Court may Order. For certainty, no party with a registration against the Certificate of Title for the Mortgaged Lands should be paid in the absence of a court application addressing all interested parties' claims.
6. If the holdback retained for undetermined liabilities, and the professional fees and disbursements of the Receiver, is more than that required for the liabilities and the professional fees and disbursements of the Receiver, then within three months after the Closing Date, the Applicant shall make a further payment into Court.
7. Upon written confirmation from the Applicant that it has received payment from the Purchaser, the Registrar of Land Titles shall cancel the existing certificate of title to the Mortgaged Lands and shall issue a new certificate of title in the name of:

Malhans Holdings Inc. and/or Nominee

(or such other transferee as directed by the Applicant in correspondence sent to the Registrar of Land Titles at the time this Order is submitted for registration) free and clear of the encumbrances, liens and interests included in Table 1 (Discharged Encumbrances) below, but subject to encumbrances, liens and interests set forth in Table 2 (Permitted Encumbrances):

Table 1 – Discharged Encumbrances

Title Number 182 154 459 +4		
Registration Number	Date	Encumbrances, Liens & Interests
202 083 011	17/04/2020	BUILDER'S LIEN LIENOR - SCHEFFER ANDREW LTD. C/O KOBEWKA STARK ATTENTION SID J KOBEWKA 14809 111TH AVENUE EDMONTON ALBERTA T5M2P3 AGENT - SID J KOBEWKA AMOUNT: \$197,605
202 157 563	04/08/2020	MORTGAGE MORTGAGEE - ROXDALE GARDENS LTD.

Title Number 182 154 459 +4		
Registration Number	Date	Encumbrances, Liens & Interests
		#20, 3908-97 STREET EDMONTON ALBERTA T6E6N2 ORIGINAL PRINCIPAL AMOUNT: \$10,000,000
202 209 263	28/09/2020	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 202083011
212 126 005	05/06/2021	ORDER ORDER RESTRICTING DEALINGS RECEIVED: APRIL 27, 2021
212 128 249	09/06/2021	CERTIFICATE OF LIS PENDENS BY - JAVIER MOLINA BY - KAREN MOLINA
212 128 250	09/06/2021	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 202157563
212 136 993	21/06/2021	CERTIFICATE OF LIS PENDENS
212 148 066	07/07/2021	CERTIFICATE OF LIS PENDENS
212 229 890	20/10/2021	ORDER AFFECTS INSTRUMENT: 202157563 SEE ORDER FOR AUTHORITIES
222 017 943	25/01/2022	WRIT CREDITOR - JATIN GOVIND CREDITOR - SATRUPA GOVIND BOTH OF: C/O 100, 12420-104 AVE EDMONTON ALBERTA T5N3Z9 DEBTOR - CANCOM ROXDALE INC. 20, 3908-97 ST EDMONTON ALBERTA T6E 6N2 AMOUNT: \$606,685 AND COSTS IF ANY ACTION NUMBER: 2103 03136
222 020 759	27/01/2022	WRIT CREDITOR - PAULO CEZAR SILVEIRA SILVA C/O 100, 12420-104 AVENUE EDMONTON ALBERTA T5N3Z9 DEBTOR - CANCOM ROXDALE INC. 20, 3908-97 STREET NW EDMONTON ALBERTA T6E 6N2 AMOUNT: \$50,049 AND COSTS IF ANY ACTION NUMBER: 2103 07821
222 041 076	19/02/2022	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR - 1849241 ALBERTA LTD. 6, 604 MCALLISTER LOOP SW EDMONTON

Title Number 182 154 459 +4		
Registration Number	Date	Encumbrances, Liens & Interests
		ALBERTA T6W 1K8
222 056 691	10/03/2022	CAVEAT RE: ORDER PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - LEDUC COUNTY. #101, 1101-5 STREET, NISKU ALBERTA T9E 2X3 AGENT - COLIN RICHARDS
222 080 478	06/04/2022	TAX NOTIFICATION BY - LEDUC COUNTY. 101, 1101-5 STREET NISKU, ALBERTA T9E2 X3
222 111 641	17/05/2022	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 202157563
222 122 539	30/05/2022	ORDER IN FAVOUR OF - FTI CONSULTING CANADA INC. RECEIVERSHIP ORDER

Title Number 182 154 459 +3		
Registration Number	Date	Encumbrances, Liens & Interests
202 083 011	17/04/2020	BUILDER'S LIEN LIENOR - SCHEFFER ANDREW LTD. C/O KOBEWKA STARK ATTENTION SID J KOBEWKA 14809 111TH AVENUE EDMONTON ALBERTA T5M2P3 AGENT - SID J KOBEWKA AMOUNT: \$197,605
202 157 563	04/08/2020	MORTGAGE MORTGAGEE - ROXDALE GARDENS LTD. #20, 3908-97 STREET EDMONTON ALBERTA T6E6N2 ORIGINAL PRINCIPAL AMOUNT: \$10,000,000
202 209 263	28/09/2020	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 202083011
212 081 204	07/04/2021	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - SAIMA AMIR ALI CAVEATOR - RAHIM KHAN ALI BOTH OF: C/O SOCKETT LAW

Title Number 182 154 459 +3		
Registration Number	Date	Encumbrances, Liens & Interests
		5118-50 AVENUE WETASKIWIN ALBERTA T9A0S6 AGENT - KENNETH R SOCKETT
212 126 005	05/06/2021	ORDER ORDER RESTRICTING DEALINGS RECEIVED: APRIL 27, 2021
212 128 249	09/06/2021	CERTIFICATE OF LIS PENDENS BY - JAVIER MOLINA BY - KAREN MOLINA
212 128 250	09/06/2021	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 202157563
212 136 993	21/06/2021	CERTIFICATE OF LIS PENDENS
212 148 066	07/07/2021	CERTIFICATE OF LIS PENDENS
212 159 504	23/07/2021	CERTIFICATE OF LIS PENDENS
212 229 890	20/10/2021	ORDER AFFECTS INSTRUMENT: 202157563 SEE ORDER FOR AUTHORITIES
222 017 943	25/01/2022	WRIT CREDITOR - JATIN GOVIND CREDITOR - SATRUPA GOVIND BOTH OF: C/O 100, 12420-104 AVE EDMONTON ALBERTA T5N 3Z9 DEBTOR - CANCOM ROXDALE INC. 20, 3908-97 ST EDMONTON ALBERTA T6E 6N2 AMOUNT: \$606,685 AND COSTS IF ANY ACTION NUMBER: 2103 03136
222 020 759	27/01/2022	WRIT CREDITOR - PAULO CEZAR SILVEIRA SILVA C/O 100, 12420-104 AVENUE EDMONTON ALBERTA T5N 3Z9 DEBTOR - CANCOM ROXDALE INC. 20, 3908-97 STREET NW EDMONTON ALBERTA T6E 6N2 AMOUNT: \$50,049 AND COSTS IF ANY ACTION NUMBER: 2103 07821
222 056 076	19/02/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1849241 ALBERTA LTD. 6, 604 MCALLISTER LOOP SW EDMONTON ALBERTA T6W 1K8

Title Number 182 154 459 +3		
Registration Number	Date	Encumbrances, Liens & Interests
222 056 691	10/03/2022	CAVEAT RE: ORDER PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - LEDUC COUNTY. #101, 1101-5 STREET, NISKU ALBERTA T9E 2X3 AGENT - COLIN RICHARDS
222 080 478	06/04/2022	TAX NOTIFICATION BY - LEDUC COUNTY. 101, 1101-5 STREET NISKU, ALBERTA T9E 2X3
222 111 641	17/05/2022	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 202157563
222 122 539	30/05/2022	ORDER IN FAVOUR OF - FTI CONSULTING CANADA INC. RECEIVERSHIP ORDER

Table 2 – Permitted Encumbrances

Title Number 182 154 459 +4		
Registration Number	Date	Encumbrances, Liens & Interests
182 154 459	25/06/2018	SUBDIVISION PLAN
892 119 736	24/05/1989	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 (DATA UPDATED BY: TRANSFER OF CAVEAT 022180023) (DATA UPDATED BY: CHANGE OF ADDRESS 092056394)
942 026 829	28/01/1994	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 8 AVE SW CALGARY ALBERTA T2AOA7 (DATA UPDATED BY: TRANSFER OF 942231047) (DATA UPDATED BY: TRANSFER OF 042313172) (DATA UPDATED BY: TRANSFER OF 082096070)

Title Number 182 154 459 +4		
Registration Number	Date	Encumbrances, Liens & Interests
182 154 466	25/06/2018	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT

Title Number 182 154 459 +3		
Registration Number	Date	Encumbrances, Liens & Interests
182 154 459	25/06/2018	SUBDIVISION PLAN
3300ED	25/01/1930	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:1866EO "DATA UPDATED BY: TRANSFER OF UTRW 5888 GH" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022196930) (DATA UPDATED BY: CHANGE OF ADDRESS 092057662)
752 174 711	01/12/1975	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:1974EO "UTRW NO. CORRECTED BY 922385996 DEC. 10, 1992" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022180173) (DATA UPDATED BY: CHANGE OF ADDRESS 092058467)
842 114 570	24/05/1984	UTILITY RIGHT OF WAY GRANTEE - CAPITAL REGION SEWAGE COMMISSION. AS TO PORTION OR PLAN:8420134 "TAKES PRIORITY DATE OF CAVEAT 822212996 DATA UPDATED BY: TRANSFER OF UTRW 862159882"
892 119 736	24/05/1989	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 (DATA UPDATED BY: TRANSFER OF CAVEAT 022180023)

Title Number 182 154 459 +3		
Registration Number	Date	Encumbrances, Liens & Interests
		(DATA UPDATED BY: CHANGE OF ADDRESS 092056394)
942 026 829	28/01/1994	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 8 AVE SW CALGARY ALBERTA T2AOA7 (DATA UPDATED BY: TRANSFER OF CAVEAT 942231047) (DATA UPDATED BY: TRANSFER OF CAVEAT 042313172) (DATA UPDATED BY: TRANSFER OF CAVEAT 082096070)
182 154 462	25/06/2018	CAVEAT RE : DEFERRED RESERVE CAVEATOR - LEDUC COUNTY. SUITE 101,1101-5 TH STREET NISKU ALBERTA T9E2X3
182 154 465	25/06/2018	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT
182 154 466	25/06/2018	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT
202 136 178	02/07/2020	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - BATTLE RIVER COOPERATIVE REA LTD. BOX 1420 CAMROSE ALBERTA T4V1X3

8. Any interest in the Mortgaged Lands, of anyone claiming through the Respondent, or of any other encumbrancer that is listed under Table 1 – Discharged Encumbrances is hereby extinguished.

Actions, Activities and Conduct & Fees and Disbursements of the Receiver

9. The previously undertaken and proposed go-forward actions, activities and conduct of the Receiver as described in the Receiver’s Report are hereby approved.

10. The professional fees and disbursements of the Receiver and the Receiver's legal counsel, Torys LLP, for the period of June 24, 2021 to May 31, 2022, and as summarized in the Receiver's Supplemental Report, are fair and reasonable and are hereby approved and ratified. The proposed professional fees and disbursements of the Receiver and the Receiver's legal counsel, Torys LLP, for the period of June 1, 2022 until the discharge of the Receiver, as set forth in the Receiver's Supplemental Report, are fair and reasonable and are hereby approved and ratified.

Service

11. Service of notice of this Amended 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 Amended Application, and the time for service of this Amended Application is abridged to that actually given.
12. Compliance with Rule 9.34(4) and the requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a), are hereby waived.
13. The Respondents shall be served by email at sbvmcorp@gmail.com, yuvraj_verma@hotmail.com, vikaas@kkwatra.com and rohitemail@yahoo.com (these are the common shareholders/directors of the Respondent) or by mail at 3798 21 Street NW, Edmonton, Alberta T6T 1P3 (which is the mailing address for one of the Respondent's directors, Yuvraj Verma according to a Corporate Search result conducted against the Defendant). The encumbrances noted on the Certificates of Title shall be served with a copy of this Order by email, fax or ordinary mail at the address set out on the Certificate of Title, within an instrument registered against same, or in a Corporate Search result against such entity.
14. 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 by the Receiver in these proceedings;
 - (ii) any other person served with notice of the Amended Application for this Order;
 - (iii) any other parties attending or represented at the Amended 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: <http://cfcanada.fticonsulting.com/roxdalegardens/courtOrders.htm>
- and service on any other person is hereby dispensed with.

15. 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.

Miscellaneous

16. The Registrar of Land Titles shall comply with this Order forthwith notwithstanding section 191(1) of the *Land Titles Act*.
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 orders and to provide such assistance to the Receiver, as an officer of this 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. This Order may be approved as to form and content in counterpart by facsimile or electronic transmission.



Justice of the Court of Queen's Bench of Alberta

**APPROVED AS TO FORM AND
CONTENT** this ___ day of August, 2022

Legal Counsel for FTI CONSULTING
CANADA INC., in its capacity as Court-
appointed Receiver and Manager of the assets,
undertakings and properties of ROXDALE
GARDENS LTD.

Kyle Kashuba
Torys LLP

**APPROVED AS TO FORM AND
CONTENT** this ___ day of August, 2022

Legal Counsel for Plaintiffs (Court File No. 2101-
00811)

Jo Colledge-Miller
Fasken Martineau DuMoulin LLP

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18. This Order may be approved as to form and content in counterpart by facsimile or electronic transmission.

Justice of the Court of Queen's Bench of Alberta

**APPROVED AS TO FORM AND
CONTENT** this 11th day of August, 2022

Legal Counsel for FTI CONSULTING
CANADA INC., in its capacity as Court-
appointed Receiver and Manager of the assets,
undertakings and properties of ROXDALE
GARDENS LTD.



Kyle Kashuba
Torys LLP

**APPROVED AS TO FORM AND
CONTENT** this ___ day of August, 2022

Legal Counsel for Plaintiffs (Court File No. 2101-
00811)

Jo Colledge-Miller
Fasken Martineau DuMoulin LLP

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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 orders and to provide such assistance to the Receiver, as an officer of this 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.
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Justice of the Court of Queen's Bench of Alberta

**APPROVED AS TO FORM AND
CONTENT** this ___ day of August, 2022

Legal Counsel for FTI CONSULTING
CANADA INC., in its capacity as Court-
appointed Receiver and Manager of the assets,
undertakings and properties of ROXDALE
GARDENS LTD.

**Kyle Kashuba
Torys LLP**

**APPROVED AS TO FORM AND
CONTENT** this 11 day of August, 2022

Legal Counsel for Plaintiffs (Court File No. 2101-
00811)



**Jo Colledge-Miller
Fasken Martineau DuMoulin LLP**

**APPROVED AS TO FORM AND
CONTENT** this 11th day of August, 2022

Legal Counsel for Amrik Land Development
Corp. (assumed lien of Scheffer Andrew Ltd.)



Harman Kandora
SB LLP

**APPROVED AS TO FORM AND
CONTENT** this ___ day of August, 2022

Legal Counsel for Plaintiffs (Court File No. 2103-
05948)

Slader Oviatt
Oviatt Law


**APPROVED AS TO FORM AND
CONTENT** this ___ day of August, 2022

Legal Counsel for Amrik Land Development
Corp. (assumed lien of Scheffer Andrew Ltd.)

Harman Kandola
SB LLP

**APPROVED AS TO FORM AND
CONTENT** this 11 day of August, 2022

Legal Counsel for Plaintiffs (Court File No. 2103-
05948)



Slader Oviatt
Oviatt Law

SCHEDULE "A"
SCHEDULE "C" TO THE REAL ESTATE PURCHASE CONTRACT ENTERED INTO
BETWEEN
THE COURT OF QUEEN'S BENCH OF ALBERTA
AND
MALHANS HOLDINGS INC. AND/OR NOMINEE

[see attached]

OFFER TO PURCHASE

This Offer is dated for reference the 17th day of May, 2022.

TO: **FTI Consulting Canada Inc.** in its capacity as receiver of Roxdale Gardens Ltd.
(the "**Debtor**") and not in its personal capacity

(the "**Receiver**")

FROM: **Malhans Holdings Inc. and/or Nominee** (the "**Purchaser**")

1. PURCHASE

- 1.1. Purchase Offer – The Purchaser hereby offers to purchase from the Receiver all of the Receiver's rights, title and interest in and to the Lands described in Schedule A hereto, free and clear of all encumbrances save and except those set out in Schedule B hereto (the "**Permitted Encumbrances**"), subject to the terms and conditions herein and in Schedule C.
- 1.2. Acceptance by Receiver - The acceptance of this Offer by the Receiver shall convert this Offer into an irrevocable binding agreement for the sale and purchase of the Lands in accordance with the terms and conditions contained herein, subject to Court approval.

2. PRICE, PAYMENT AND DEPOSIT

- 2.1. Purchase Price - The purchase price payable by the Purchaser to the Receiver for the Lands shall be:

\$3,625,000 (the "**Purchase Price**") plus applicable GST, PST and any other governmental taxes, duties and fees.
- 2.2. Payment of Purchase Price - The Purchaser shall pay the Purchase Price, as follows:
 - (a) \$181,250.00 by way of bank draft, certified cheque or wire transfer to "FTI Consulting Canada Inc., in trust", within 5 Business Days (as defined in Section 9.14) of Acceptance of this Offer by the Receiver; and
 - (b) the balance of the Purchase Price shall be paid by the Purchaser to the Receiver on the Closing Date, as defined in Section 6.1.
- 2.3. Deposit - The Receiver and the Purchaser agree that the Deposit will be paid as follows:
 - (a) to the Receiver:
 - (i) on account of the Purchase Price contemporaneously with the completion of the sale and purchase contemplated by this Offer; or

- (ii) if the purchase and sale contemplated by this Offer is not completed by reason of the Purchaser's default, as liquidated damages to the Receiver which the Receiver agrees shall be the Receiver's only remedy for such default;
- (b) to the Purchaser:
 - (i) if the purchase and sale contemplated by this Offer is not completed by reason of the Receiver's default; or
 - (ii) if the sale and purchase contemplated by this Offer is not completed by reason of the Receiver failing to obtain the Court Order as set forth in Section 3, or the Receiver elects to declare this Offer null and void pursuant to Section 4 (unless due to the misrepresentation or default of the Purchaser).

3. COURT APPROVAL

- 3.1. The obligation of the Purchaser and the Receiver to complete the transaction contemplated herein is subject, among other things, to the Receiver obtaining an Order of the Alberta Court of Queen's Bench (the "**Court Order**") Court File No. 2101-00811, Calgary Judicial Centre:
- (a) approving the sale of the Lands to the Purchaser in accordance with the terms of this Offer, Schedule C to this Offer (which the Purchaser shall enter into with the Court of Queen's Bench of Alberta, and an executed copy of the same shall be provided together with an executed copy of this Offer, to the Receiver), and vesting title to the Lands in the name of the Purchaser free and clear of all encumbrances, except the Permitted Encumbrances; and
 - (b) authorizing the Receiver to execute such other documents and take such action as may be necessary to assign, convey and transfer title to the other Lands and the Leases to the Purchaser in accordance with the terms of this Offer.

The Court Order is to be obtained on or before 5:00 pm on or before the 60th Day after the Acceptance of the Offer by the Receiver, or such later date as the parties may mutually agree (the "**Court Approval Date**"). If the Court Order is not obtained by the Court Approval Date, then failing further written agreement between the parties hereto this Offer shall become null and void and neither party shall have any further obligations to the other in respect of this Offer and the Deposit shall be returned to the Purchaser forthwith.

- 3.2. The Purchaser will provide all co-operation reasonably requested by the Receiver, but at the expense of the Purchaser, to facilitate the Receiver's application for the Court Order.

4. RECEIVER'S CONDITIONS

- 4.1. In addition to the requirement of the Court Order set out in Section 3.1, the obligation of the Receiver to complete the purchase and sale of the Lands is subject to the acceptance and confirmation of the terms and conditions and entry into the agreement set forth in Schedule C, and confirmation of, among other things, the following statements / representations being true on the Closing Date:

- (a) all representations and warranties of the Purchaser contained in this Offer and Schedule C shall be true and correct in all material respects as at the time of closing with the same force and effect as if made at and as of such time;
- (b) the Purchaser has complied with and performed in all material respects all of its covenants and obligations contained in this Offer and Schedule C;
- (c) the Purchaser shall have paid to the Receiver at or prior to the time of closing all amounts required to be paid by it under this Offer in the form stipulated in this Offer;
- (d) no action or proceeding at law or in equity shall be pending or threatened by any person, governmental authority, regulatory body or agency to enjoin, restrict or prohibit the purchase and sale of the Lands;
- (e) no governmental authority shall have enacted, issued or promulgated any final or non-appealable order or applicable law which has the effect of: (i) making any of the transactions contemplated by this Offer illegal; or (ii) otherwise prohibiting, preventing or restraining the Receiver from the sale of the Lands;
- (f) all waivers, consents and/or approvals from any governmental authority, as the Parties reasonably determine are required in connection with the consummation of the transaction, shall have been obtained;
- (g) on the Closing Date, the Closing is not otherwise prohibited by applicable law;
- (h) no Party comprising the Receiver has lost its ability to convey the Lands or any of them due to an order of the Court or otherwise pursuant to the Receivership Proceedings; and
- (i) no person having a legal right to do so shall have taken any action to redeem any of the Lands.

If any of the statements described above are untrue on the Closing Date, then at the option of the Receiver, this Offer shall become null and void and neither party shall have any further obligation to the other in respect of this Offer, and the Deposit shall be returned to the Purchaser forthwith (unless due to the misrepresentation or default of the Purchaser).

5. PURCHASER'S DUE DILIGENCE

- 5.1. Due Diligence – The Purchaser acknowledges and agrees that (i) it was solely responsible to perform any inspections it deemed pertinent to the purchase of the Lands and to be satisfied as to the condition of the Lands prior to making this Offer, and (ii) notwithstanding the fact that it was permitted to review any diligence materials and disclosures provided by the Receiver, the Receiver assumes no liability for errors or omissions in such diligence materials and disclosure or any other property listings or advertising, promotional or publicity statements and materials, and makes no representations or warranties in respect thereof.

The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws applicable to the Lands and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay for the cost of obtaining, any consents, permits, licenses, releases or other authorizations

necessary or desirable for the transfer to the Purchaser of the right, title and interest, if any, of the Debtor and the Receiver in and to the Lands. The Purchaser and its consultants have been provided with reasonable access to the Lands for the purpose of carrying out such due diligence and upon acceptance of this Offer, the Purchaser hereby acknowledges that there are no conditions to Closing in favour of the Purchaser (including, for certainty, without limitation, there is no condition to conduct further due diligence and a financing condition).

- 5.2. Indemnity – The Purchaser has carried out such investigations in a professional and good and workman like manner. The Purchaser shall be responsible for and shall indemnify the Receiver and its affiliates, subsidiaries and associates against any and all liabilities, damages, liens, expenses, losses, costs and actions caused by the access to the Lands by the Purchaser or its advisors prior to the Closing Date. The Purchaser covenants to repair any damage to the Lands arising from such access and investigations on the Lands to the extent reasonably practicable. This covenant of indemnity and repair shall survive any termination of this Offer.
- 5.3. Reliance – The Purchaser confirms, understands and agrees that any information or documentation provided to the Purchaser by the Receiver, whether as part of the Disclosure Documents or otherwise, is subject to change or error and that the Purchaser has, as part of its due diligence process, verified any such information or documentation and that the Purchaser shall not rely on information or documentation received from the Receiver in any manner whatsoever.
- 5.4. As Is/Where Is - The Purchaser confirms, understands and agrees that notwithstanding any other provision contained in this Offer:
- (a) the Receiver makes no representations or warranties of any kind or nature whatsoever with respect to the Lands;
 - (b) the Purchaser is purchasing the Lands “as is, where is” as of the Closing Date;
 - (c) it is the Purchaser’s responsibility to satisfy itself with respect to all matters relating to or affecting the Lands, including, without limitation, its state of repair, size, zoning, municipal or other governmental by-laws or restrictions, outstanding work orders or other notices or infractions, servicing, fitness for the Purchaser’s intended use, environmental condition of the Lands and the geotechnical soils condition at the Lands; and
 - (d) no property condition statement concerning the Lands has been provided as part of this Offer nor will one be provided.

- 5.5. **Environmental** - The Purchaser specifically acknowledges, covenants and agrees with the Receiver that the Receiver shall have no liability whatsoever to the Purchaser with respect to any loss, liabilities, costs, expenses and outlays incurred by the Purchaser with respect to or as a result of the presence of any Hazardous Material on or under the Lands or the discharge, emission, spill or disposal of any Hazardous Material from the Lands into or upon any other lands or the atmosphere, or any watercourse, body of water or wet land. For the purposes of this Offer, "**Hazardous Material**" means any contaminant or pollutant or any substance that when released into the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and, without restricting the foregoing, includes hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

6. **CLOSING DATE AND PROCEDURE**

- 6.1. **Closing Date** – Subject to Sections 3 and 4 the closing of the sale and purchase of the Lands as herein contemplated shall take place electronically at 10:00 a.m. on or before the 60 Days after the Court Approval Date (the "**Closing Date**").
- 6.2. **Receiver's Closing Documents** – At least three Business Days prior to the Closing Date, the Receiver shall deliver to the Purchaser's solicitors, properly executed and in registrable form where applicable, all documents reasonably required by the Purchaser's solicitors (which shall be prepared by the Purchaser's solicitors unless otherwise stated (including, without limitation, documents required for registration with the Land Titles Office)), and shall be in form and substance approved by the Purchaser's solicitors and by the Receiver's solicitors, each acting reasonably, in order to complete this transaction in accordance with its terms, including, without limitation:
- (a) the Court Order obtained by the Receiver pursuant to Section 3.1;
 - (b) an assignment of the Receiver's interest in the Plans, Contracts and Permits, if and to the extent assignable by the Receiver; and
 - (c) such other documents as the Purchaser may reasonably require (and that the Receiver is able to deliver) to complete this transaction.
- 6.3. **Purchaser's Closing Documents** - On or before the Closing Date, the Purchaser shall deliver to the Purchaser's solicitors the following:
- (a) a certified cheque, bank draft or wire transfer to "FTI Consulting Canada Inc." for the balance of the Purchase Price, plus applicable tax, except for any mortgage funds being obtained by the Purchaser to complete the transaction which funds shall be paid to the Receiver; and
 - (b) such other documents as the Receiver may reasonably require to document this transaction.
- 6.4. **Financial Wherewithal** – The Purchaser hereby represents and warrants to and in favour of the Receiver that it does have the financial resources necessary to pay, as

and when due from the Purchaser, an amount equal to the Purchase Price and any other cash amounts payable by the Purchaser pursuant hereto.

- 6.5. Closing Procedure – Provided that on the Closing Date all documents and the Purchase Price have been delivered as herein provided, the Purchaser's solicitors shall distribute the subject funds to the Receiver.

The Purchaser shall cause its solicitors to return the Court Order to the Receiver in unregistered form, upon demand, in the event that the balance of the Purchase Price, is not paid on the Closing Date to the Receiver's solicitors.

- 6.6. Completion of Closing – Submission for registration of all the requisite documents by the Purchaser in all appropriate offices of public record and all matters of payment and delivery of documents by each party to the other shall be deemed to be concurrent requirements of closing so that the closing shall not be completed hereunder until everything has been paid, delivered and submitted for registration.

7. COSTS AND TAXES

- 7.1. Registration Fees - The fees for registration of the Court Order in the Land Titles Office in respect of the transfer of the Lands to the Purchaser shall be paid by the Purchaser.
- 7.2. Cost to Clear Title - The cost of obtaining the Court Order shall be borne by the Receiver and the cost of registering any documents (including the Court Order) required to clear title to the Lands of any encumbrances not vacated by the Court Order shall be borne by the Purchaser.

8. POSSESSION, NO ADJUSTMENTS AND RISK

- 8.1. Vacant Possession - Following payment of the balance of the Purchase Price on the Closing Date), the Purchaser shall be entitled to have vacant possession of the Lands.
- 8.2. No Adjustments - All benefits and obligations of every kind and nature accruing, payable or paid and received or receivable in respect of the Lands have been taken into account in the calculation of the Purchase Price and the Parties acknowledge that there will be no adjustments to the Purchase Price.
- 8.3. Risk - The Lands shall be at the risk of the Receiver until the completion of the closing of the sale and purchase herein contemplated and thereafter at the risk of the Purchaser.
- 8.4. Real Estate Commission – The Receiver shall be solely responsible for any commission payable in connection with this Offer.

9. MISCELLANEOUS

- 9.1. Residency – The Receiver is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
- 9.2. Currency - All dollar amounts referred to in this Offer are Canadian dollars.

- 9.3. **Tender** - Any tender of documents or money may be made upon the party being tendered or upon its solicitors and money may be tendered by certified cheque, solicitor's trust cheque or bank draft.
- 9.4. **Time of Essence** - Time is of the essence of this Offer, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Receiver and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
- 9.5. **Construction** - The division of this Offer into articles and sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Offer.
- 9.6. **Notices** - Any notice to be given under this Offer shall be in writing and shall be validly given if delivered, telecopied or sent via email to the parties as follows:

To the Purchaser at:

Odishaw Guido Heil
 11436 Kingsway NW, Edmonton, AB T5G 0X4
Attention: Ben A. Guido
 Email: bguido@oghlaw.com

To the Receiver at:

FTI Consulting Canada Inc., in its capacity as
 Receiver of Roxdale Gardens Ltd.
 520 - 5th Ave SW, Suite 1610
 Calgary, AB T2P 3R7
 Attention: Robert Kleebaum
 Email: robert.kleebaum@fticonsulting.com

or to such other address as a party may advise the other by written notice hereunder. Any notice addressed and provided as aforesaid shall be deemed to have been given on the day of delivery or electronic transmission if a Business Day and if not a Business Day, then on the next Business Day.

- 9.7. **Entire Agreement** - This Offer, and the schedules attached hereto, constitutes the entire agreement between the parties pertaining to the sale and purchase of the Lands and supersedes all prior agreements, negotiations and discussions, whether oral or written, of the Receiver and the Purchaser.
- 9.8. **Survival** - All representations, warranties, covenants and agreements of the Purchaser and of the Receiver, if any, contained in this Offer shall survive the completion of the sale of the Lands. There are no representations, warranties, guarantees, premises, covenants or agreements made by the parties other than those set out herein.
- 9.9. **Assignment** - At any time prior to the Purchaser's Subject Removal Date the Purchaser shall have the right, with the consent of the Receiver, such consent not to be unreasonably withheld, to assign this Offer, provided that the Purchaser shall not be released from its obligations hereunder notwithstanding any such assignment(s).

- 9.10. Costs and Expenses - Each of the parties shall bear their own costs and expenses incurred or to be incurred in negotiating and preparing this Offer and in the closing of the transaction contemplated herein.
- 9.11. Severability - If any term or condition of this Offer or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Offer and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Offer shall be valid and enforced to the fullest extent permitted by law.
- 9.12. Further Assurances - Each of the parties shall at all times hereafter execute and deliver, at the request of another party, all such further documents and instruments and shall do and perform all such further acts as may be reasonably required by that other party to give full effect to the intent and meaning of this Offer.
- 9.13. References - Wherever the singular or masculine is used in this Offer, the same shall be deemed to include references to the plural, feminine or body corporate or politic, as the context may require.
- 9.14. Business Days - In this Offer, "Business Day" means Monday to Friday inclusive of each week, excluding days that are statutory holidays in Alberta.
- 9.15. Governing Law - This Offer shall be governed by and construed in accordance with the laws of Alberta and the laws of Canada applicable therein. The Receiver and the Purchaser agree to irrevocably attorn to the jurisdiction and the courts of Alberta, Judicial Center of Calgary, with respect to any dispute relating to this Offer or the purchase and sale transaction contemplated herein.
- 9.16. Binding Effect - This Offer shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 9.17. Execution by Counterpart - This Offer may be executed by the parties in any number of counterparts, each of which, when delivered, either in original or email, shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 9.18. No Contra Proferentum Provision - This Offer has been negotiated and approved by counsel on behalf of each of the Purchaser and the Receiver, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either the Purchaser or the Receiver by reason of the authorship of any of the provisions hereof.
- 9.19. Joint and Several - If a party to this Offer is comprised of more than one person, all covenants, obligations and liabilities of those persons shall be joint and several covenants, obligations and liabilities.
- 9.20. Goods and Service Tax - The Purchase Price does not include GST and on the Closing Date, the Purchaser will pay to the Receiver the amount of GST payable in respect of the transaction contemplated hereby, as agreed upon by both the Receiver and the Purchaser, acting reasonably, and the Receiver shall remit such amount

directly to the Canada Revenue Agency or; if the Purchaser is registered for GST purposes on the Closing Date and provides the Receiver with a certificate, prepared by the Receiver's solicitors, signed by an officer of the Purchaser confirming its GST registration number and its covenant to remit the amount of GST, as agreed upon by both the Receiver and the Purchaser, acting reasonably, directly to Canada Revenue Agency.

10. ACCEPTANCE

This Offer is open for acceptance by the Receiver in the manner described below until 5:00 p.m., Calgary, Alberta time, on May 18th, 2022, and if not accepted on or before such time, shall be null and void. This Offer may only be accepted by the Receiver signing and delivering the same to the Purchaser on or before the above-specified time for acceptance to the Purchaser's address as set out in Section 9.6.

IN WITNESS WHEREOF the Purchaser has executed this Offer on the 17th day of May, 2022.

Malhans Holdings Inc. and/or Nominee
by its authorized signatory



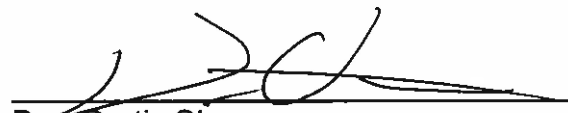
Name: Pawandeep Malhans

ACCEPTANCE OF OFFER

For and in consideration of the covenants and agreements of the Purchaser contained in this Offer and other good and valuable consideration, the receipt and sufficiency of which the Receiver hereby acknowledges, the Receiver hereby irrevocably accepts this Offer and agrees to sell the Lands to the Purchaser on the terms and conditions set forth herein (subject to Court approval and Schedule C attached to the Offer).

IN WITNESS WHEREOF the Receiver has executed this Acceptance of Offer on the 17 day of May 2022.

FTI CONSULTING CANADA INC., in its capacity as
Receiver of Roxdale Gardens Ltd., and not in its personal capacity


Per. Dustin Olver

SCHEDULE A

FURTHER DEFINITIONS

"Lands" means the lands and premises in Leduc County, in the Province of Alberta, legally described as

PLAN 1821856
BLOCK 1
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 6.76 HECTARES (16.7 ACRES) MORE OR LESS

PLAN 1821856
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.79 HECTARES (6.89 ACRES) MORE OR LESS

including all rights, easements and other real property rights appurtenant thereto.

"Plans, Contracts and Permits" means all documentation in the possession of the Receiver's or the manager of the Lands relevant to servicing the Lands (as applicable).

SCHEDULE B

PERMITTED ENCUMBRANCES (Title No. 182 154 459 +3)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
3300ED	25/01/1930	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:1866EO "DATA UPDATED BY: TRANSFER OF UTRW 5888 GH" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022196930) (DATA UPDATED BY: CHANGE OF ADDRESS 092057662)
752 174 711	01/12/1975	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:1974EO "UTRW NO. CORRECTED BY 922385996 DEC. 10, 1992" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022180173) (DATA UPDATED BY: CHANGE OF ADDRESS 092058467)
842 114 570	24/05/1984	UTILITY RIGHT OF WAY GRANTEE - CAPITAL REGION SEWAGE COMMISSION. AS TO PORTION OR PLAN:8420134 "TAKES PRIORITY DATE OF CAVEAT 822212996 DATA UPDATED BY: TRANSFER OF UTRW 862159882"
892 119 736	24/05/1989	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 (DATA UPDATED BY: TRANSFER OF CAVEAT 022180023) (DATA UPDATED BY: CHANGE OF ADDRESS 092056394)
942 026 829	28/01/1994	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 8 AVE SW CALGARY ALBERTA T2A0A7 (DATA UPDATED BY: TRANSFER OF CAVEAT 942231047) (DATA UPDATED BY: TRANSFER OF CAVEAT 042313172) (DATA UPDATED BY: TRANSFER OF CAVEAT 082096070)

182 154 462 25/06/2018 CAVEAT
RE : DEFERRED RESERVE
CAVEATOR - LEDUC COUNTY.
SUITE 101,1101-5 TH STREET
NISKU
ALBERTA T9E2X3

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION # 182 154 459 +3
NUMBER DATE (D/M/Y) PARTICULARS

182 154 465 25/06/2018 EASEMENT
OVER AND FOR BENEFIT OF: SEE INSTRUMENT

182 154 466 25/06/2018 EASEMENT
OVER AND FOR BENEFIT OF: SEE INSTRUMENT

202 136 178 02/07/2020 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - BATTLE RIVER COOPERATIVE REA LTD.
BOX 1420
CAMROSE
ALBERTA T4V1X3

All reservations, provisos, exceptions and conditions expressed in the original grant thereof from the Crown.

SCHEDULE B

PERMITTED ENCUMBRANCES (TITLE NO. 182 154 459 +4)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
892 119 736	24/05/1989	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 (DATA UPDATED BY: TRANSFER OF CAVEAT 022180023) (DATA UPDATED BY: CHANGE OF ADDRESS 092056394)
942 026 829	28/01/1994	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - PLAINS MIDSTREAM CANADA ULC. 1400, 607 8 AVE SW CALGARY ALBERTA T2A0A7 (DATA UPDATED BY: TRANSFER OF CAVEAT 942231047) (DATA UPDATED BY: TRANSFER OF CAVEAT 042313172) (DATA UPDATED BY: TRANSFER OF CAVEAT 082096070)
182 154 466	25/06/2018	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT

All reservations, provisos, exceptions and conditions expressed in the original grant thereof from the Crown.

SCHEDULE C

[Note to potential Purchaser: An executed copy of this Schedule shall be provided together with an executed copy of this Offer to the Receiver.]

Entered into between THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller")

And

Malhans Holdings Inc. and/or Nominee (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale or Offer (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

As is – Where is

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "**Property**"), and any and all fixtures ("**Attached Goods**") (if any) and chattels ("**Unattached Goods**") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - (a) the condition of any buildings or improvements located on the Property;
 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - (g) the size and dimensions of the Property or any building or improvements located thereon;

- (h) whether or not the Property is contaminated with any hazardous substance; and
- (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

Ownership of Unattached Goods

- 2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

Real Property Report & Compliance

- 3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

Condominium

- 4. If the Property is a condominium:
 - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

Goods and Services Tax (GST)

5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("GST") payable on the purchase price as required by the *Excise Tax Act*. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect GST from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no GST is payable by the Buyer hereunder, and the Buyer shall remain liable for any GST which might be payable with respect to this transaction.

Acceptance by Facsimile

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

Foreclosure Proceeding

7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.



pm

Buyer's Initial (Malhans Holdings Inc. and/or Nominee)

Click to select date

17th May 2022

Date