

COURT FILE NUMBER 1901-06027
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF ATB FINANCIAL
 DEFENDANTS SOLO LIQUOR STORES LTD., SOLO LIQUOR HOLDINGS LTD., GENCO HOLDINGS LTD., PALI BEDI, JASBIR SINGH HANS and TARLOK SINGH TATLA



AND IN THE MATTER OF THE RECEIVERSHIP OF SOLO LIQUOR STORES LTD. and SOLO LIQUOR HOLDINGS LTD.

APPLICANT FTI CONSULTING CANADA INC. in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of SOLO LIQUOR STORES LTD. and SOLO LIQUOR HOLDINGS LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**
(Purchase by The Liberty Group Holdings Inc)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 Torys LLP
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 File No. 39586-2004

I hereby certify this to be a true copy of the original Approval & vesting Order
 Dated this 19 day of June 2019

 for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: June 18, 2019
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice C. Dario
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION by FTI Consulting Canada Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Solo Liquor Stores Ltd. and Solo Liquor Holdings Ltd. (together, the “**Debtors**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the

Receiver and The Liberty Group Holdings Inc (the “**Purchaser**”) dated May 28, 2019 and appended to the First Report of the Receiver dated June 7, 2019 and filed June 10, 2019 (the “**First Report**”), and vesting in the Purchaser the Debtors’ right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”); **AND UPON NOTING** the provisions of the *Landlord’s Rights on Bankruptcy Act*, RSA 2000, c L-5, including sections 8(2) and 8(3) thereof;

AND UPON HAVING READ the Receivership Order dated May 1, 2019 (the “**Receivership Order**”), the Report and the Affidavit of Service of Tracy Hutchings, to be filed; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

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

- a. any encumbrances or charges created by the Receivership Order;

- b. any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- c. any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- d. those Claims listed in Schedule "B" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances (when used herein, such term shall have the same meaning as defined in the Sale Agreement))

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

- 4. With respect to the Purchased Assets that are Leases (as defined in the Sale Agreement and hereinafter the "**Leases**", and for reference, listed in Schedule "C" hereto), upon delivery of the Receiver's Closing Certificate, and upon payment of all cure costs as set out in Schedule "L" of the Receiver's First Report, the Purchaser shall be entitled to all of the rights and benefits of the Leases as if it were the original tenant and there were no previous defaults and shall be subject to all of the obligations as tenant pursuant to the terms of the Leases for the period commencing from and after the delivery of such Receiver's Closing Certificate, but not for obligations arising from, incurred or accrued for prior to such date, and may enter into and upon and hold and have quiet enjoyment of such premises contemplated by the Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Leases, without any interruption from the Vendor, the landlords under the Leases or any person whatsoever claiming through or under any of the Vendor or the landlords under the Leases.
- 5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted

Encumbrances) in the estate or interest of the Debtors in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta Employment Standards Code, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.
10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of

the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:
 - a. the pendency of these proceedings and any declaration of insolvency made herein;
 - b. the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
 - c. any assignment in bankruptcy made in respect of the Debtors; and
 - d. the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
 - a) Serving the same on:
 - i. the persons listed on the service list created in these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;
 - iv. the Purchaser or the Purchaser's solicitors; and
 - b) Posting a copy of this Order on the Receiver's website at:
<http://cfcanada.fticonsulting.com/sololiquor>

and service on any other person is hereby dispensed with.

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

20. Upon receipt of a copy of this Order, any counterparty to a Lease that takes opposition to the issuance of this Order has the right to, within 5 days of the receipt of this Order, apply to this Court to vary the terms of this Order.

"Justice C. DaviD"

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

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APPLICANT FTI CONSULTING CANADA INC. in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of SOLO LIQUOR STORES LTD. and SOLO LIQUOR HOLDINGS LTD.

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
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File No. 39586-2004

RECITALS

- A. Pursuant to an Order of the Honourable Justice C.M. Jones of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated May 1, 2019, FTI Consulting Canada Inc. was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of Solo Liquor Stores Ltd. and Solo Liquor Holdings Ltd. (together, the "**Debtors**").

- B. Pursuant to an Order of the Court dated June 18, 2019, the Court approved the agreement of purchase and sale made as of May 28, 2019 (the “**Sale Agreement**”) between the Receiver and The Liberty Group Holdings Inc (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 11 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 11 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on this ____ day of _____, 2019.

FTI Consulting Canada Inc., in its capacity as Receiver of the undertakings, property and assets of Solo Liquor Stores Ltd. and Solo Liquor Holdings Ltd., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

Claims

Schedule "C"

Leases

Store Name	Title of Agreement	Date of Agreement	Lessor	Lessee	Municipal Address of Leased Premises
Solo Liquor Century Road	#47 SOLO Lease	May 10, 2016	Decker Properties Management Ltd.	Solo Liquor Store (Century Road) Ltd.	Unit 10&11 98 Longview Drive, Spruce Grove, AB, T7X 0W3
Solo Liquor Hawthorne Gate	#32 SOLO Lease	Undated	1718789 Alberta Ltd. c/o Avison Young	Solo Liquor (Hawthorne) Ltd.	Suite 100 & 102, 1 Hawthorne Gate, Spruce Grove, Alberta T7X 0A6
Solo Liquor Camrose Location	#28 SOLO Lease	September 10, 2013 as amended August 10, 2015	Brentwood Camrose Properties Inc.	Solo Liquor Store (Camrose) Ltd.	101, 6805 48 Avenue, Camrose, AB T4V 4W1
Solo Liquor Wetaskiwin	#48 SOLO Lease	April 19, 2016	Town Centre Properties (Wetaskiwin) Inc.	Solo Liquor Store (Wetaskiwin) Ltd.	Unit #1460, 3725 56 St, Wetaskiwin, AB T9A 2V6,