

APPENDIX “F”
TERMINATION LETTER OF KASH AUTOMOTIVE GROUP LTD. FOR
NONPAYMENT DATED FEBRUARY 8, 2024



February 8, 2024

Hand Delivered

Kash Automotive Group Ltd.
2106, 5150 47th St NE
Calgary, AB T3J 4N4

kdavis@cassels.com
tel: +1 587 441 3065
file # 43436-18

(e: sufyan.ca@gmail.com)

c/o Primary Agent for Service
Sufyan Iqbal
144 Strathmore Lakes Common
Strathmore, AB T1P 1Y7

Sufyan Iqbal
144 Strathmore Lakes Common
Strathmore, AB T1P 1Y7

(e: sufyan.ca@gmail.com)

Re: Notice of Termination of Lease Agreement between BRM Canada Group Inc., Kash Automotive Group Ltd. (“Kash”) and Sufyan Iqbal (“Iqbal” and together with Kash, the “Tenant”) dated August 1, 2022, as amended (the “Lease”), over the premises municipally known as 2102, 2106 and 2110, 5150 47 St NE Calgary, AB (the “Premises”)

We are counsel to KPMG Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of certain property of BRM Canada Group Inc. (“**BRM**”). As you are aware from previous correspondence sent to the Tenant by the Receiver on December 19 and 22, 2023 (the “**December Correspondence**”), pursuant to an order of the Alberta Court of King’s Bench pronounced December 19, 2023, KPMG Inc. was appointed as receiver and manager over certain property of BRM, including the Premises and the Lease.

We write further to the December Correspondence and correspondence sent to the Tenant on January 8, 2024 (the “**Notice of Default**”), wherein the Receiver demanded, among other things:

1. payment of overdue rent owing pursuant to the Lease and due on January 1, 2024 in the amount of \$11,000, plus GST;
2. payment of overdue rent owing pursuant to the Lease and due on February 1, 2024 in the amount of \$11,000, plus GST;
3. payment of or proof of payment of overdue rent for the months of October, November and December 2023, in the aggregate amount of \$32,000, plus GST,

for a total outstanding rent owing in the amount of \$54,000 plus GST (the “**Outstanding Rents**”). To date, the Receiver has not received payment of the Outstanding Rents and is in default of the Lease (the “**Default**”).

Take notice that, pursuant to sections 15 and 18 of the Lease and the Tenant’s failure to cure the Default within 30 days of the Notice of Default, **the Receiver hereby terminates the Lease effective Thursday February 8, 2024.** The Receiver intends to re-enter the Premises, change the locks and take possession of the Premises immediately. Entry to the Premises for the removal of any remaining goods, chattels, equipment and other personal property of the Tenant (the “**Tenant’s Property**”) may be done only with the prior written permission of the Receiver. Any attempt to gain entry to the Premises without prior permission will be an unlawful trespass and will be dealt with accordingly.

Notwithstanding the Receiver’s termination of the Lease, the Receiver reserves its right to hold the Tenant responsible for the Outstanding Rents and all other amounts and charges in arrears under the Lease and owing as a result of the Default or otherwise throughout the term (including what would have been the remaining term) of the Lease, accelerated rent and for all future damages as a result of the Receiver losing the benefit of the Lease over its unexpired term and all charges, costs and expenses incurred by or on behalf of the Receiver with respect to the Default, including without limitation: (i) brokerage fees; (ii) bailiff fees; (iii) legal fees and disbursements on a solicitor-and-own-client, full indemnity basis and any other professional fees or other fees incurred with enforcing the Receiver’s rights under the Lease; (iv) expenses of keeping the premises in good order; (v) costs of repairing the premises and preparing it for reletting; and (vi) taxes and interest on the foregoing, calculated in accordance with applicable law and the Lease.

If any of the Tenant’s Property (other than leaseholder improvements and Tenant trade fixtures which may damage the Premises if removed) remains on the Premises as of the date of this notice that the Tenant wishes to remove and which is permitted to be removed pursuant to the Lease, contact Andrew Brausen at 403 691 8092 or abrausen@kpmg.ca immediately. Notwithstanding the foregoing, **the Tenant has 5 days from the date of this notice to remove all of the Tenant’s Property from the Premises.** The Receiver reserves the right to remove and liquidate the Tenant’s Property remaining on the Premises after 4:00pm (Calgary time) on Tuesday, February 13, 2024 and apply the proceeds to the Obligations; or alternatively, store the Tenant’s Property at the Tenant’s sole cost, without the Receiver incurring any liability in any case whatsoever with respect thereto.

This notice is without prejudice to any of the Receiver’s rights, powers, privileges, remedies and defences available now or arising hereafter, all of which are expressly reserved.

Finally, copies of the December Correspondence, Notice of Default and Receivership Order are enclosed for your reference.

Sincerely,

Cassels Brock & Blackwell LLP

Kara Davis

Kara N. Davis
Associate

KD/ag
Enclosures

cc: KPMG Inc.

LEGAL*61535106.2



KPMG Inc.
DA – Restructuring & Turnaround
205 5th Avenue SW
Suite 3100
Calgary, AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

December 19, 2023

Attention: Tenant

Re: BRM Canada Group Inc. (the “Company”) – in Receivership

Please take notice that on December 19, 2023, KPMG Inc. was appointed receiver and manager (the “Receiver”) over the assets, properties and undertaking of the Company pursuant to an Order of the Court of King’s Bench of Alberta (the “Order”). Please find attached for your records and reference a copy of the Order.

We understand that the Company entered into a lease agreement with you prior to the receivership. We request that you kindly provide our office with a copy of this lease agreement, any amending agreement(s) and proof of rent payment for the months of October, November and December 2023.

All rent payments will now be payable to “KPMG Inc., Receiver of BRM Canada Group Inc.”, and can be paid via cheque mailed to the above noted address. Payment to the Company or any other party will constitute a breach and result in immediate action.

The Receiver will provide further information regarding the specifics of the situation once they become available. If you have any questions please contact my colleague, Andrew Brausen, by phone at (403) 691-8092 or by email at abrausen@kpmg.ca.

Yours very truly,

KPMG Inc., in its capacity as receiver
and manager of BRM Canada Group Inc.,
and not in its personal or corporate capacity

A handwritten signature in black ink, appearing to read 'J. Shellon'. The signature is fluid and cursive, written over a light grey background.

Jacqueline Shellon, Vice President

SERVICE

1. The time for service of the notice of the Application for this order (the “**Order**”) is hereby deemed good and sufficient, and this Application is properly returnable today, and service on any other person is hereby dispensed with.

APPOINTMENT

2. Pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 (the “**PPSA**”), section 99(a) of the *Business Corporations Act*, RSA 2000, c B-9 and section 49(1) of the *Law of Property Act*, RSA 2000, c L-7, KPMG is hereby appointed Receiver, without security, of the following property of the Debtor:

- (a) lands as more particularly described in Schedule “A” of this Order, together with all current or future improvements and fixtures thereon (the “**Lands**”);
- (b) all present and future rents reserved or payable under leases relating to the Lands, and all present or future leases relating to the Lands and the benefits and advantages to be derived therefrom;
- (c) all property, assets, rights and undertaking of every nature and kind which is personal in nature (including bank accounts), that is located in or upon, arising out of or used in conjunction with the Lands

(collectively, the “**Property**”).

RECEIVER’S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver 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 (including, without limitation, the collection of rents and profits from the Property, prepaid rents or arrears of rents, any damage or security deposits, third party deposits or bank accounts of the Debtor

relating to the Property), which shall also include the Receiver's ability to abandon, dispose of, or otherwise release any interest in any of the Property;

- (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 any business of the Property, 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 the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, property managers, maintenance staff, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order. Without limiting the generality of the foregoing, the Receiver is hereby empowered and authorized, but not required, to enter into a property management agreement with a property manager (with the prior consent of the Plaintiff), without further approval or order of this Court;
- (e) to have unrestricted access to the Lands for the purpose of exercising its power and authority as Receiver;
- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Property or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor relating to the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor in relation to such amounts;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtor in respect of the Property;

- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property;
- (k) 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 the Property or the Receiver, 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 Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (l) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (m) to sell, convey, transfer or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *PPSA* or any other similar legislation in any other province or territory shall not be required;
- (n) to lease the Property or any part or parts thereof out of the ordinary course of business with the prior consent of the Plaintiff and without the approval of this Court and in such case notice under subsection 60(8) of the *PPSA* or any other similar legislation in any other province or territory shall not be required;

- (o) to apply for any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property (including, without limitation, the Lands), and when submitted by the Receiver 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 Receiver in its capacity as Receiver hereunder and not in its personal capacity;
- (r) to apply for any permits, licences, approvals or permissions in respect of the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for the Lands;
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND COOPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property (including, without limitation, any rents or profits from the Property, prepaid rents or arrears of rents, any damage or security deposits, third party deposits or bank accounts of the Debtor relating to the Property) in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver’s request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) and all damage or security deposits and post-dated cheques received from or in respect of the Property in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with

all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each a “**Proceeding**”) shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PROPERTY

8. No Proceeding against or in respect of the Property or in any way connected to or affecting the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property or in any way connected to or affecting the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body’s investigation in respect of the Property or an action, suit or proceeding that is taken in respect of the Property by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Property, the Receiver or in any way connected to or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Receiver to carry on any business that the Debtor is not lawfully entitled to carry on in respect of the Property;

- (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety, or the environment relating to the Property
10. Nothing in this Order shall prevent any party from taking an action against the Debtor's interest in respect of the Property 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 Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. 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 the Debtor with respect to the Property, except with the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services in respect of the Property; or
 - (b) oral or written agreements or arrangements with the Debtor in respect of the Property, 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 Debtor

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 for the Property or exercising any other remedy provided under such agreements or arrangements. The Receiver, in managing the Property or otherwise performing its powers and duties hereunder, shall be entitled to the continued use of the Debtor's premises, telephone numbers, facsimile numbers, internet addresses and domain names as may be related to the Property, 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 the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees’ rights to terminate their employment, all employees of the Debtor in any way connected to or affecting the Property shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 (“**WEPPA**”).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall be entitled to disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to

the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver 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 Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - (1) complies with the order, or
 - (2) 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 period of a stay of the order granted, 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 Receiver, if the order is in effect when the Receiver is appointed, by,

- (1) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - (2) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver 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.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its

counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "**B**" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

GENERAL

26. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, AR 124/2010, unless otherwise ordered by this Court, the Receiver 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 Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
28. Nothing in this Order shall prevent the Receiver from acting as a receiver or trustee in bankruptcy of the Debtor.
29. 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 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
30. The Receiver 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.
31. RBC shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-and-own-client, full indemnity basis.
32. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

RENTAL PAYMENTS

33. Without limiting the generality of any other provision of this Order, forthwith upon service of a copy of this Order, any Person (including tenant) who occupies a unit in the Lands pursuant to any lease, agreement to lease, license or other form of agreement, whether written or oral (for purposes of this paragraph, each a "**Lease**") shall pay to the Receiver (or its agent, delegate or manager, as directed by the Receiver) all rent which may then be due or may thereafter become due to the

Debtor pursuant to the terms of such Lease. For greater certainty and clarity, payment of rents by a Person to the Receiver pursuant to a Lease shall discharge any such Person from the obligation to pay such rents to the Debtor.

34. A copy of this Order shall be served upon the tenants presently occupying or in possession of the Lands or any part thereof, which service may be sufficiently effected by placing a copy of this Order in the mail receptacle at each rental units of all buildings comprising the Lands.
35. In the event that any Person shall be served with a copy of this Order and neglects or refuses to pay rents to the Receiver pursuant to paragraph 33 hereof, the Receiver may distrain for rent in arrears in the same manner and with the same right of recovery as a landlord.

FILING

36. The Receiver shall establish and maintain a website in respect of these proceedings at www.home.kpmg.com/ca/brmcanada (the “**Receiver’s Website**”) and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
37. 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 or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order; and
 - (iii) any other parties attending or represented at the application for this Order, and
 - (b) posting a copy of this Order on the Receiver’s Website,and service on any other person is hereby dispensed with.

38. 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.

A handwritten signature in black ink, appearing to be 'M. J. S.', written in a cursive style.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

THE LANDS

Title No. 081 468 111

CONDOMINIUM PLAN 0814562

UNIT 23

AND 233 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 081 468 112

CONDOMINIUM PLAN 0814562

UNIT 24

AND 232 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 141 259 775

CONDOMINIUM PLAN 0814562

UNIT 25

AND 325 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 121 069 022

CONDOMINIUM PLAN 0814562

UNIT 26

AND 315 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 091 137 280

CONDOMINIUM PLAN 0814562

UNIT 27

AND 316 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 091 085 140

CONDOMINIUM PLAN 0814562

UNIT 28

AND 325 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 091 085 141

CONDOMINIUM PLAN 0814562

UNIT 29

AND 325 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 121 069 023

CONDOMINIUM PLAN 0814562

UNIT 31

AND 168 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 081 468 113

CONDOMINIUM PLAN 0814562

UNIT 32

AND 285 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 121 069 024

CONDOMINIUM PLAN 0814562

UNIT 33

AND 270 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Title No. 131 059 645

CONDOMINIUM PLAN 0814562

UNIT 36

AND 168 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that KPMG Inc., the receiver and manager (the "**Receiver**") of the lands legally described as

CONDOMINIUM PLAN 0814562
UNITS 23-29, 31-33 AND 36
AND ALL APPLICABLE ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally described as Units 2106, 2102, 2110, 2114, 2118, 2122, 2126, 3115, 3107, 3103, and 3119, 5150 – 47 Street NE, Calgary, Alberta, T3J 4N4 (the "**Lands**"), together with all assets, undertakings and properties of the Debtor located thereon, and any rents, profits and other receipts arising therefrom (collectively with the Lands, the "**Property**"), appointed by Order of the Court of King's Bench of Alberta dated December 19, 2023 (the "**Order**") made in action number 2301-01408, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$[●], being part of the total principal sum of \$[●] that the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [●] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order

DATED the _____ day of _____, 20__.

KPMG Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:



KPMG Inc.
DA – Restructuring & Turnaround
205 5th Avenue SW
Suite 3100
Calgary, AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

December 22, 2023

IMMEDIATE ATTENTION REQUIRED

Attention: Kash Automotive Group Ltd. (units 2102, 2106 and 2110)

Re: BRM Canada Group Inc. (the “Company”) – in Receivership

As you have been previously advised, on December 19, 2023, KPMG Inc. was appointed receiver and manager (the “Receiver”) over the assets, properties and undertaking of the Company pursuant to an Order of the Court of King’s Bench of Alberta (the “Order”).

You have previously been requested to provide the following documentation:

1. A copy of your current lease agreement with the Company;
2. Proof of payment for rent for the months of October, November and December 2023.

The Receiver hereby demands you to provide the above listed items by no later than 5:00 PM, Saturday December 23rd, 2023.

As you are aware, the Receiver has engaged Veranova Properties Limited for property management services, who will provide direction on payment of January 2024 rent payments as well as a contact person.

If you have any questions please contact my colleague, Andrew Brausen, by phone at (403) 691-8092 or by email at abrausen@kpmg.ca.

Yours very truly,

KPMG Inc., in its capacity as receiver
and manager of BRM Canada Group Inc.,
and not in its personal or corporate capacity

Jacqueline Shellon, CPA, CIRP, LIT
Vice President



KPMG Inc.
DA – Restructuring & Turnaround
205 5th Avenue SW
Suite 3100
Calgary, AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

January 8, 2024

IMMEDIATE ATTENTION REQUIRED

Attention: Kash Automotive Group Ltd. (Units 2102, 2106 and 2110) (the “Units”)

Re: BRM Canada Group Inc. (the “Company”) – in Receivership

As you have been previously advised, on December 19, 2023, KPMG Inc. was appointed receiver and manager (the “Receiver”) over certain assets, properties and undertakings of the Company pursuant to an Order of the Court of King’s Bench of Alberta (the “Order”). The Order grants the Receiver the exclusive authority to manage and administer the Company’s interest in the Units and the Company’s lease with you.

Based on your lease agreement, rent is due on the first day of the month. January 1, 2024 has passed without the Receiver having been paid rent. Furthermore, you have previously been requested to provide proof of payment for rent for the months of October, November and December 2023, and no such proof has been provided. Therefore, rent for October, November, and December 2023 and January 2024 (the “Outstanding Rents”) are considered outstanding and due.

We draw your attention to paragraph 33 of the Order, which states “any Person (including tenant) who occupies a unit in the Lands pursuant to any lease, agreement to lease, license or other form of agreement, whether written or oral (for purposes of this paragraph, each a “Lease”) shall pay to the Receiver (or its agent, delegate or manager, as directed by the Receiver) all rent which may then be due or may thereafter become due to the Debtor pursuant to the terms of such Lease.”

As you are aware, the Receiver has engaged Veranova Properties Limited (“Veranova”) for property management services, who has provided you with direction on payment of the Outstanding Rents.

The Receiver hereby demands you to provide payment of the Outstanding Rents by no later than 5:00 PM, Friday January 12, 2024.

Should payment not be received by the above deadline, the Receiver reserves the right to seek any legal relief that it deems necessary for the benefit of the estate including, but not limited to, canceling/terminating the lease.



If you have any questions please contact my colleague, Andrew Brausen, by phone at (403) 691-8092 or by email at abrausen@kpmg.ca.

Yours very truly,

KPMG Inc., in its capacity as receiver
and manager of BRM Canada Group Inc.,
and not in its personal or corporate capacity

A handwritten signature in black ink, appearing to read 'J. Shellon'.

Jacqueline Shellon, CPA, CIRP, LIT
Vice President

APPENDIX "G"

**TERMINATION LETTER OF ZEALOUS GRANITE & TILE LTD. AND ICON
KITCHEN CABINETS LTD. FOR NONPAYMENT DATED JANUARY 29, 2024**

Cassels

January 29, 2024

Via Email, Courier & Hand Delivery

kdavis@cassels.com
tel: +1 587 441 3065
file # 43436-18

Zealous Granite & Tile Ltd.
2126, 5150 47th St NE
Calgary, AB T3J 4N4

(e: zealous1987@gmail.com)

c/o Primary Agent for Service
Muhammad Usman Anjum
5003, 111 Tarawood Ln NE
Calgary, AB T3J 0H1

(e: m.u.anjum@outlook.com)

Icon Kitchen Cabinets Ltd.
2118, 5150 47 St NE
Calgary, AB T3J 4N4

(e: zealous1987@gmail.com)

c/o Primary Agent for Service
Muhammad Usman Anjum
5003, 111 Tarawood Ln NE
Calgary, AB T3J 0H1

(e: m.u.anjum@outlook.com)

Mohammad Saeed
20 Cityscape Gdns NE
Calgary, AB T3N 0N7

Dawood Aslam
9255 Saddlebrook Dr NE
Calgary, AB T3J 5M5

Re: Notice of Termination of Lease Agreement between BRM Canada Group Inc., Zealous Granite & Tile Ltd. (“Zealous”) and Mohammad Saeed (“Saeed”) and Dawood Aslam (“Aslam and together with Zealous and Saeed, the “Zealous Tenants”) dated January 1, 2021, as amended (the “Lease”), over the premises municipally known as 2118 & 2126, 5150 47 St NE Calgary, AB (the “Premises”), a portion of which was sublet to Icon Kitchen Cabinets Ltd. (the “Icon” and together with the Zealous Tenants, the “Tenants”)

We are counsel to KPMG Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of certain property of BRM Canada Group Inc. (“**BRM**”). As you are aware from previous correspondence sent to the Tenants by the Receiver on December 19 and 22, 2023 (the “**December Correspondence**”), pursuant to an order of the Alberta Court of King’s Bench pronounced December 19, 2023, KPMG Inc. was appointed as receiver and manager over certain property of BRM, including the Premises and the Lease.

We write further to the December Correspondence and correspondence sent to the Tenant on January 8, 2024 (the “**Notice of Default**”), wherein the Receiver demanded, among other things:

1. payment of overdue rent owing pursuant to the Lease and due on January 1, 2024 in the amount of \$3,730, including GST; and
2. payment of or proof of payment of overdue rent for the months of October, November and December 2023, in the total amount of \$22,365, including GST,

for a total outstanding rent owing in the amount of \$26,095 (the “**Outstanding Rents**”). To date, the Receiver has not received payment of the Outstanding Rents and is in default of the Lease (the “**Default**”).

Take notice that, pursuant to sections 3.01 and 15.06 of the Lease and the Tenant’s failure to cure the Default within 14 days of the Notice of Default, **the Receiver hereby terminates the Lease effective Monday, January 29, 2024.** The Receiver intends to re-enter the Premises on Wednesday, January 31, 2024, change the locks and take possession of the Premises immediately. **Following the Receiver’s re-entry to the Premises, the Tenant may only enter the Premises for the removal of any remaining goods, chattels, equipment and other personal property of the Tenant (the “Tenant’s Property”) with the prior written permission of the Receiver. Any attempt to gain entry to the Premises without prior permission will be an unlawful trespass and will be dealt with accordingly.**

Notwithstanding the Receiver’s termination of the Lease, the Receiver reserves its right to hold the Tenant responsible for the Outstanding Rents and all other amounts and charges in arrears under the Lease and owing as a result of the Default or otherwise throughout the term (including what would have been the remaining term) of the Lease, accelerated rent and for all future damages as a result of the Receiver losing the benefit of the Lease over its unexpired term and all charges, costs and expenses incurred by or on behalf of the Receiver with respect to the Default, including without limitation: (i) brokerage fees; (ii) bailiff fees; (iii) legal fees and disbursements on a solicitor-and-own-client, full indemnity basis and any other professional fees or other fees incurred with enforcing the Receiver’s rights under the Lease; (iv) expenses of keeping the premises in good order; (v) costs of repairing the premises and preparing it for reletting; and (vi) taxes and interest on the foregoing, calculated in accordance with applicable law and the Lease.

If any of the Tenant’s Property (other than leaseholder improvements and Tenant trade fixtures which may damage the Premises if removed) remains on the Premises as of the date of this notice that the Tenant wishes to remove and which is permitted to be removed pursuant to the Lease, contact Andrew Brausen at 403 691 8092 or abrausen@kpmg.ca immediately. Notwithstanding the foregoing, **the Tenant has 5 days from the date of this notice to remove all of the Tenant’s Property from the Premises.** The Receiver reserves the right to remove and liquidate the Tenant’s Property remaining on the Premises after 4:00pm (Calgary time) on Monday, February 5, 2024 and apply the proceeds to the Obligations; or alternatively, store the Tenant’s Property at the Tenant’s sole cost, without the Receiver incurring any liability in any case whatsoever with respect thereto.

The Receiver further advises that further to section 12.03 of the Lease, notwithstanding any sublease arrangement that has been entered into between the Tenants or any other third party, over a portion or all of the Premises (with or without the consent of BRM), all terms, covenants, conditions and agreements of the Lease remain in effect.

This notice is without prejudice to any of the Receiver's rights, powers, privileges, remedies and defences available now or arising hereafter, all of which are expressly reserved.

Finally, copies of the December Correspondence, Notice of Default and Receivership Order are enclosed for your reference.

Sincerely,

Cassels Brock & Blackwell LLP

Kara N. Davis
Associate

KD/ag
Enclosures

cc: KPMG Inc.

LEGAL*61535084.4



KPMG Inc.
DA – Restructuring & Turnaround
205 5th Avenue SW
Suite 3100
Calgary, AB T2P 4B9
Tel 403-691-8000
Fax 403-691-8008
www.kpmg.ca

December 19, 2023

Attention: Tenant

Re: BRM Canada Group Inc. (the “Company”) – in Receivership

Please take notice that on December 19, 2023, KPMG Inc. was appointed receiver and manager (the “Receiver”) over the assets, properties and undertaking of the Company pursuant to an Order of the Court of King’s Bench of Alberta (the “Order”). Please find attached for your records and reference a copy of the Order.

We understand that the Company entered into a lease agreement with you prior to the receivership. We request that you kindly provide our office with a copy of this lease agreement, any amending agreement(s) and proof of rent payment for the months of October, November and December 2023.

All rent payments will now be payable to “KPMG Inc., Receiver of BRM Canada Group Inc.”, and can be paid via cheque mailed to the above noted address. Payment to the Company or any other party will constitute a breach and result in immediate action.

The Receiver will provide further information regarding the specifics of the situation once they become available. If you have any questions please contact my colleague, Andrew Brausen, by phone at (403) 691-8092 or by email at abrausen@kpmg.ca.

Yours very truly,

KPMG Inc., in its capacity as receiver
and manager of BRM Canada Group Inc.,
and not in its personal or corporate capacity

A handwritten signature in black ink, appearing to read 'J. Shellon', written in a cursive style.

Jacqueline Shellon, Vice President

COURT FILE NUMBER **2301-01408**

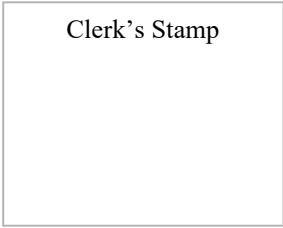
COURT COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF/
APPLICANT **ROYAL BANK OF CANADA**

DEFENDANTS/
RESPONDENTS **BRM CANADA GROUP INC., SAIMA QADEER and
CHOUDHRY QADEER AKRAM**

DOCUMENT **RECEIVERSHIP ORDER**



ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY FILING
THIS DOCUMENT Jack R. Maslen / Tiffany Bennett
Borden Ladner Gervais LLP
1900, 520 – 3rd Avenue SW
Calgary, AB T2P 0R3
Telephone: (403) 232-9790 / 9199
Facsimile: (403) 266-1395
Email: JMaslen@blg.com / TiBennett@blg.com
File No. 404600.000869

DATE ON WHICH ORDER WAS PRONOUNCED: **December 19, 2023**

LOCATION WHERE ORDER WAS PRONOUNCED: **Calgary, Alberta**

NAME OF JUSTICE WHO MADE THIS ORDER: **The Honourable Justice C. C. J.
Feasby, K.C.**

UPON THE APPLICATION of the Plaintiff/Applicant, Royal Bank of Canada (“**RBC**” or the “**Bank**”), in respect of the Defendant/Respondent, BRM Canada Group Inc. (the “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Jasdeep (Jessica) Chohan and the Affidavit of Service of Jennifer Gorrie filed on December 8, 2023, and other pleadings and materials filed in the within Action; **AND UPON** having read the consent of KPMG Inc. (“**KPMG**”) to act as court-appointed receiver and manager herein (the “**Receiver**”), filed; **AND UPON** having heard counsel for RBC, counsel for the Defendants, counsel for the proposed Receiver, and any other counsel or other interested parties present,

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of the Application for this order (the "**Order**") is hereby deemed good and sufficient, and this Application is properly returnable today, and service on any other person is hereby dispensed with.

APPOINTMENT

2. Pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "*BLA*") section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 (the "*PPSA*"), section 99(a) of the *Business Corporations Act*, RSA 2000, c B-9 and section 49(1) of the *Law of Property Act*, RSA 2000, c L-7, KPMG is hereby appointed Receiver, without security, of the following property of the Debtor:

- (a) lands as more particularly described in Schedule "A" of this Order, together with all current or future improvements and fixtures thereon (the "**Lands**");
- (b) all present and future rents reserved or payable under leases relating to the Lands, and all present or future leases relating to the Lands and the benefits and advantages to be derived therefrom;
- (c) all property, assets, rights and undertaking of every nature and kind which is personal in nature (including bank accounts), that is located in or upon, arising out of or used in conjunction with the Lands

(collectively, the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver 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 (including, without limitation, the collection of rents and profits from the Property, prepaid rents or arrears of rents, any damage or security deposits, third party deposits or bank accounts of the Debtor

relating to the Property), which shall also include the Receiver's ability to abandon, dispose of, or otherwise release any interest in any of the Property;

- (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 any business of the Property, 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 the Debtor in respect of the Property;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, property managers, maintenance staff, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order. Without limiting the generality of the foregoing, the Receiver is hereby empowered and authorized, but not required, to enter into a property management agreement with a property manager (with the prior consent of the Plaintiff), without further approval or order of this Court;
- (e) to have unrestricted access to the Lands for the purpose of exercising its power and authority as Receiver;
- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Property or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor relating to the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor in relation to such amounts;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtor in respect of the Property;

- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property;
- (k) 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 the Property or the Receiver, 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 Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (l) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (m) to sell, convey, transfer or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *PPSA* or any other similar legislation in any other province or territory shall not be required;
- (n) to lease the Property or any part or parts thereof out of the ordinary course of business with the prior consent of the Plaintiff and without the approval of this Court and in such case notice under subsection 60(8) of the *PPSA* or any other similar legislation in any other province or territory shall not be required;

- (o) to apply for any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property (including, without limitation, the Lands), and when submitted by the Receiver 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 Receiver in its capacity as Receiver hereunder and not in its personal capacity;
- (r) to apply for any permits, licences, approvals or permissions in respect of the Property as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for the Lands;
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND COOPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property (including, without limitation, any rents or profits from the Property, prepaid rents or arrears of rents, any damage or security deposits, third party deposits or bank accounts of the Debtor relating to the Property) in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") and all damage or security deposits and post-dated cheques received from or in respect of the Property in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with

all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each a "**Proceeding**") shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE PROPERTY

8. No Proceeding against or in respect of the Property or in any way connected to or affecting the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property or in any way connected to or affecting the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Property or an action, suit or proceeding that is taken in respect of the Property by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Property, the Receiver or in any way connected to or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Receiver to carry on any business that the Debtor is not lawfully entitled to carry on in respect of the Property;

- (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety, or the environment relating to the Property
10. Nothing in this Order shall prevent any party from taking an action against the Debtor's interest in respect of the Property 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 Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. 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 the Debtor with respect to the Property, except with the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services in respect of the Property; or
 - (b) oral or written agreements or arrangements with the Debtor in respect of the Property, 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 Debtor

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 for the Property or exercising any other remedy provided under such agreements or arrangements. The Receiver, in managing the Property or otherwise performing its powers and duties hereunder, shall be entitled to the continued use of the Debtor's premises, telephone numbers, facsimile numbers, internet addresses and domain names as may be related to the Property, 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 the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor in any way connected to or affecting the Property shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall be entitled to disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to

the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver 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 Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - (1) complies with the order, or
 - (2) 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 period of a stay of the order granted, 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 Receiver, if the order is in effect when the Receiver is appointed, by,

- (1) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - (2) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver 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.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its