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June 29, 2021
Justice Feth

COURT FILE NUMBER **B201 731795**
 25-2731795
 25-2731797
 25-2731799

COURT **COURT OF QUEEN'S BENCH OF ALBERTA**

JUDICIAL CENTRE **CALGARY**

APPLICANTS **IN THE MATTER OF THE NOTICE OF INTENTION TO**
 FILE A PROPOSAL OF INTERNATIONAL FITNESS
 HOLDINGS INC., INTERNATIONAL FITNESS
 HOLDINGS LP AND WORLD HEALTH NORTH LP

KPMG INC., IN ITS CAPACITY AS PROPOSAL
 TRUSTEE

DOCUMENT **FOURTH REPORT OF THE PROPOSAL TRUSTEE**

DATE **June 24, 2021**

ADDRESS FOR SERVICE AND
CONTRACT INFORMATION OF
PARTY FILING THIS DOCUMENT: **PROPOSAL TRUSTEE**
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APPLICANTS

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1. INTRODUCTION

1. On April 23, 2021, International Fitness Holdings Inc., International Fitness Holdings LP, and World Health North LP (together the “**Company**”) filed a Notice of Intention to Make a Proposal (the “**NOI**”), pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), and KPMG Inc. (“**KPMG**”) was appointed as trustee under the proposal (the “**Proposal Trustee**”).
2. The NOI provided the Company with a stay of proceedings until May 23, 2021 (the “**Initial Stay Period**”).
3. On April 30, 2021, the Company applied to the Court for, *inter alia*, approval of interim financing and an extension of the Initial Stay Period to May 28, 2021. On April 29, 2021, the Proposal Trustee filed its first report (the “**First Report**”) to provide this Honourable Court with the Proposal Trustee’s views on the above matters.
4. On the afternoon of April 29, 2021, the Province of Alberta announced new COVID restrictions, which directly impacted the Company’s business and necessitated a revision to the Company’s cash flow forecasts. As a result, the hearing (which was originally intended to be held on April 30, 2021) was adjourned to May 5, 2021, to allow the Company to update its cash flow forecast and give the Proposal Trustee an opportunity to review and report on the same.
5. On May 3, 2021 the Proposal Trustee filed its first supplemental report (the “**First Supplemental Report**”) providing this Honourable Court with the Revised Cash Flow Forecast and the Proposal Trustee’s views on same.
6. On May 5, 2021, this Honourable Court issued an order approving interim financing (the “**Interim Facility**”) and granting an extension of the stay to May 28, 2021 (the “**Initial Order**”).
7. On May 21, 2021 the Proposal Trustee filed its second report (the “**Second Report**”) and its first confidential supplemental report (the “**First Confidential Supplemental Report**”) to provide this Honourable Court with, *inter alia*, the details of a proposed asset sale transaction (the “**Transaction**”) and the Proposal Trustee’s views on the Second Cash Flow Forecast.
8. On May 27, 2021 this Honourable Court issued an order approving the Transaction and granting an extension of the stay to June 30, 2021 (the “**Sale and Vesting Order**”).

9. On June 4, 2021 the Proposal Trustee filed its third report (the “**Third Report**”) to provide this Honourable Court with, *inter alia*, the Proposal Trustee’s views on the assignment of certain leases and the activities of the Company and Proposal Trustee since the Second Report.
10. On June 17, 2021, this Honourable Court issued an order approving the assignment of the Canyon Meadows Lease (as described in the Third Report) to Ayrfit Alberta Inc.
11. For further background information on the Company and these proceedings, please refer to the Proposal Trustee’s website at <https://home.kpmg/ca/internationalfitness>.

Purposes of the Report

12. The purpose of the fourth report of the Proposal Trustee (the “**Fourth Report**” or this “**Report**”) is to provide this Honourable Court with the Proposal Trustee’s views on the following matters:
 - a) The activities of the Company since the Third Report;
 - b) The activities of the Proposal Trustee since the Third Report;
 - c) The Company’s reported actual receipts and disbursements for the period May 28, 2021 to June 17, 2021;
 - d) Administrative consolidation of the proposal and future bankruptcy proceedings of International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP (the “**Consolidation**”);
 - e) A 7-day extension of the stay of proceedings from July 1, 2021 to and including July 7, 2021 (the “**Third Extension Period**”), as permitted under section 50.4(9) of the BIA;
 - f) Update on the Proposal Trustee’s counsel’s security review of the loan and security documents of Canadian Imperial Bank of Commerce (“**CIBC**”) and TriFit Holdings Limited Partnership (“**TriFit**”), the Company’s ranking secured creditors;
 - g) An update regarding the status of the Transaction;
 - h) The Company’s request for distribution of proceeds received from the Transaction
 - i) The Proposal Trustee and Proposal Trustee’s fees and disbursements; and

- j) The Proposal Trustee's recommendations.

Restrictions and Scope Limitation

13. In preparing this Fourth Report and making the comments herein, the Proposal Trustee has been provided with, and has relied upon, unaudited and other financial information and certain records (together, the "**Information**") prepared by the Company and/or their representatives, and discussions with Company's management and/or representatives. The Proposal Trustee has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. The Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Handbook, and accordingly, the Proposal Trustee expresses no opinion or other form of assurance in respect of the Information.
14. Some information referred to in this report may consist of forecasts and projections, which were prepared based on management's estimates and assumptions. Such estimates and assumptions are, by their nature, not ascertainable, and as a consequence, no assurance can be provided regarding the forecasted or projected results. The reader is cautioned that the actual results will likely vary from the forecasts or projections; even if the assumptions materialize, the variations could be significant.
15. The information contained in this report is not intended to be relied upon by any prospective purchaser or investor in any transaction with the Company.
16. Capitalized terms not otherwise defined herein are defined in the Company's application materials, the Proposal Trustee's reports or the affidavits of Peter Melnychuk. The Fourth Report should be read in conjunction with the Third Report and the affidavit of Peter Melnychuk dated June 24, 2021 (the "**Sixth Melnychuk Affidavit**") as certain information contained in the Third Report and the Sixth Melnychuk Affidavit has not been included herein to avoid unnecessary duplication.
17. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

2. ACTIVITIES OF THE COMPANY SINCE THE THIRD REPORT

The Company's Activities

18. The Company's activities since the date of the Third Report have included, *inter alia*, the following:
- a) Corresponding with its stakeholders, including employees, customers and landlords in respect of the NOI filing;
 - b) Working with the Proposal Trustee to prepare the weekly variance analyses and working with the Interim Lender in respect of Interim Facility drawings;
 - c) Working with the Purchasers to close the Transaction;
 - d) Working with the Purchasers on post-closing matters; and
 - e) Reporting its receipts and disbursements.

Assignment of Leases

19. On June 17, 2021 an order was granted assigning the rights and obligations of the Company under the Canyon Meadows lease to Ayrfit Alberta Inc. (the "**Lease Assignment Order**"). A copy of the Lease Assignment Order is attached hereto as **Appendix "A"**.
20. On June 18, 2021, the Company and the Purchasers entered into an amended agreement to the APA (the "**Third Amending Agreement**") to preserve the Purchasers' rights with respect to the treatment of the Glenora Lease as a Purchased Asset or an Excluded Asset (as defined in the APA). The Company had sought an assignment order with respect to the Glenora Lease, and this Honourable Court determined that there was no lease at the Glenora location capable of being assigned to the Purchasers.

Transaction

21. Following the issuance of the Sale and Vesting Order, the Company commenced working to address the closing conditions in order to complete the Transaction.
22. The Company has undertaken the following activities in relation to the Transaction since the issuance of the Sale and Vesting Order:

- a) Working on employee transition matters;
 - b) Opening new bank accounts; and
 - c) Continuing negotiations with the Purchasers and landlords in connection with the Assumed Leases to be assumed by the Purchasers on the closing of the Transaction.
23. The Transaction closed on June 18, 2021 and subsequently the Company has continued to work with the Purchasers to address remaining post-closing matters.

3. *ACTIVITIES OF THE PROPOSAL TRUSTEE SINCE THE THIRD REPORT*

24. The Proposal Trustee has undertaken the following activities since the Third Report:
- a) Maintained the website where all materials filed with the Court and all orders made by the Court are available to the public;
 - b) Monitored the Company's receipts and disbursements and assisted with ongoing reporting of variances to the Company's cash flow projections;
 - c) Implemented procedures to monitor the Company's cash flows and ongoing reporting variances on a weekly basis;
 - d) Communicated with creditors, employees and counsel for matters in relation to the NOI proceeding;
 - e) Held funds in escrow within the Proposal Trustee's general trust account for the benefit of the Company upon completion of the closing conditions to the Transaction;
 - f) Assisted the Company with the post-closing matters;
 - g) Worked with the Company to determine potential claims pursuant to the Wage Earner Protection Program ("WEPP"); and
 - h) Prepared and finalized this Fourth Report.

Consolidation of Proceedings

25. The Company is seeking an administrative consolidation of the proceedings.
26. The Proposal Trustee supports the Consolidation given:
- a) International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP all operate on a consolidated basis; and
 - b) The Consolidation will increase the expediency and efficiency of the Company's proceedings, thereby decreasing the corresponding professional fees and expenses.

Security Opinion

27. The Proposal Trustee's independent counsel, Osler Hoskin & Harcourt LLP, performed a review of the security held by CIBC and TriFit, and has determined that the security filed independently for the secured creditors is valid and enforceable against the Company's property, subject to certain standard assumptions and qualifications.
28. The Proposal Trustee is not aware of any other claimant that may have priority, other than potential "super priority" claims with respect to the CRA, WEPP, the Director's Charge, the Interim Lender's Charge and the Administration Charge, as previously ordered by this Honourable Court in the Initial Order.
29. Pursuant to the APA, the Purchasers have agreed to assume the Interim Facility with a corresponding Purchase Price reduction of \$250,000. The Interim Financing Agreement provides that the Company can assign its rights and obligations under the Interim Financing Agreement to the Purchasers on the closing of the terms contemplated by the APA, and the APA then effects this assignment.

4. **VARIANCE ANALYSIS**

30. Below is the variance between forecasted results from the Second Cash Flow Forecast and actual results for the week ending May 28, 2021 to June 17, 2021 (the “**Variance Period**”), along with the cumulative actual cash flows from April 23, 2021 to June 17, 2021:

International Fitness Holdings (Consolidated)				
Cash flow variance analysis for the weeks ended May 28, 2021 to June 17, 2021				
In CAD \$ Unaudited	Actual	Forecast	Variance	Cummulative Actual April 23 - June 17
Receipts				
Assumed Billings	114,362	60,000	54,362	837,701
Other Receipts	30,842	-	30,842	158,218
Total Receipts	145,204	60,000	85,204	995,919
Disbursements				
Wages and Benefits	301,574	290,000	11,574	760,890
Rent & General Expenses	706,304	735,142	(28,838)	2,068,167
Total disbursements	1,007,878	1,025,142	(17,264)	2,839,223
Net change in cash from operations	(862,674)	(965,142)	102,468	(1,843,304)
DIP Facility				
Ongoing DIP Facility Requirement	1,600,000	965,142	634,858	2,100,000
Opening cash	455,733	623,535	(167,802)	1,202,083
Less: Wages and Benefits in Arrears (Vendor)	10,027	-	10,027	(243,576)
Less: GST Accrual (Vendor)	(22,527)	-	(22,527)	(79,517)
Less: Key Supplier AP Payments (Vendor)	-	-	-	44,873
Ending Cash/ (Drawings)	1,180,559	623,535	557,024	1,180,559

31. Ending cash balance is \$557,024 higher than forecast due higher receipts in the period to date as well as higher drawings to the Interim Facility and lower disbursements during the variance period.
32. The net cash flow from operations during the Variance Period was approximately \$102,468 higher than projected due to higher than expected receipts from virtual classes and personal training session and lower disbursements than expected.
33. The Company estimated Interim Facility drawings of \$965,142 for the Variance Period; actual facility drawings were \$1,600,000 due to the reversal of a timing difference in the Interim Facility drawings in prior periods.
34. Key differences in the Variance Period are mainly due to the following:

- a) A positive variance in total receipts of approximately \$85,204, principally from virtual training sessions and personal training sessions which, given the uncertainty of the receipts due to the Covid-19 restriction, were conservatively estimated in the Second Cash Flow Forecast;
- b) Wages and benefits show a negative variance of \$11,574 due to higher trainer wages than forecast from increased personal trainer sessions as described above;
- c) Rent and General expenses show a positive variance of \$28,838. The variance was due to lower payments for Rent and other expenses than forecast; and
- d) Pre-filing obligations of the Company for wages and benefits were lower than expected due to a collection of the Canada Emergency Wage Subsidy (“CEWS”) top-up received. The variance in pre-filing obligations of the Company for GST is a timing difference from the previous period which was reversed during this Variance Period.

5. EXTENSION OF THE STAY PERIOD

35. The Company is seeking an order of this Honourable Court extending the stay period to and including July 7, 2021, to provide it with the time required to complete the post-closing matters and prepare for the administration of the bankruptcy proceedings.
36. The Company has not prepared an updated cash flow forecast. The Company does not anticipate any receipts and disbursements beyond June 30, 2021 and anticipate that they will have sufficient funds to fund any further costs – if any - incurred until July 7, 2021.
37. The Proposal Trustee is of the view that the Company is acting in good faith and with due diligence. The Proposal Trustee considers the stay extension period to be reasonable considering the post-closing matters.
38. The Proposal trustee does not believe that any creditor will be materially prejudiced by the extension of the stay period to July 7, 2021.
39. It is expected that following the expiry of the Third Extension Period, the Company will be deemed bankrupt and KPMG will act as the trustee in bankruptcy. KPMG has consented to so act.

6. **PROFESSIONAL FEES**

40. The Proposal Trustee and the Proposal Trustee’s counsel have billed but unpaid fees and disbursements of \$144,879 and \$57,161, respectively, inclusive of GST. Furthermore, the Proposal Trustee and Proposal Trustee’s counsel have estimated further fees in the amount of \$52,500, inclusive of GST to July 7, 2021 (together the “**Professional Fees**”).
41. The fees and disbursements have been approved by the Company.

Professional fees From April, 2021 to July 7, 2021 In SCAD			
	Professional fees and disbursements	GST	Total incl. GST
KPMG Inc.			
April 23, 2021 to May 31, 2021	111,882.50	5,594.13	117,476.63
June 1 to June 15, 2021	26,097.50	1,304.88	27,402.38
Estimate from June 16, 2021 to July 7, 2021	25,000.00	1,250.00	26,250.00
Total Proposal Trustee's fees	162,980.00	8,149.00	171,129.00
Osler			
April 8, 2021 to April 30, 2021	23,974.75	1,198.74	25,173.49
May 1 to May 31, 2021	30,464.50	1,523.23	31,987.73
Estimate from June 1 to July 7, 2021	25,000.00	1,250.00	26,250.00
Total Proposal Trustee's counsel fees	79,439.25	3,971.97	83,411.22
Total professional fees	242,419.25	12,120.97	254,540.22

42. The Proposal Trustee is seeking approval of the Professional Fees. Copies of the invoices described herein, including detailed time analysis, will be made available to the Court upon request.
43. The Proposal Trustee is of the view that, in light of the volume and complexity of issues overseen by the Proposal Trustee with the advice of its counsel, the Professional Fees are fair and reasonable.

7. DISTRIBUTION

44. The Company is seeking a distribution order authorizing them to distribute the net sale proceeds from the Transaction, including the Secured Promissory Note and the Purchaser Consideration Shares, as defined in the APA.
45. The distribution of the net cash proceeds of the transaction will be subject to a holdback for the “super-priority” claims for WEPP and amounts secured by the Administration Charge, as well as estimated costs to fund the bankruptcy proceedings.
46. The Secured Promissory Note shall be paid to TriFit and CIBC in an allocation to be determined by the parties and, 170 shares shall be issued to TriFit and 30 shares to CIBC as the Purchaser Consideration Shares.
47. The Proposal Trustee is of the view that:
 - a) Given that the interim lender’s debt will be assumed by the Purchasers, it is appropriate that the sale proceeds, net of the hold back for super priority claims, and the costs of the bankruptcy administration, be paid to TriFit and CIBC;
 - b) The proposed holdback for super priority claims and the cost of the bankruptcy administration is sufficient; and
 - c) The proposed distribution to TriFit and CIBC is consistent with the security opinion provided to the Proposal Trustee by the Proposal’s Trustee’s independent counsel.

8. PROPOSAL TRUSTEE'S RECOMMENDATIONS

48. Based on the Proposal Trustee's review of the Company's operations and restructuring efforts as of the date of the Fourth Report the Proposal Trustee is supportive of the Company's application.

This Report is respectfully submitted this 24th day of June 2021.

KPMG Inc.

**In its capacity as Proposal Trustee of International Fitness Holdings Inc.,
International Fitness Holdings LP and World Health North LP
and not in its personal or corporate capacity**



Per: Neil Honess
Senior Vice President

APPENDIX "A"

LEASE ASSIGNMENT ORDER

COURT FILE NUMBERS B201 731795
B201 731797
B201 731799
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



61807

MATTERS IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, OF

INTERNATIONAL FITNESS HOLDINGS INC.
INTERNATIONAL FITNESS HOLDINGS LP
WORLD HEALTH NORTH LP

APPLICANTS INTERNATIONAL FITNESS HOLDINGS INC., INTERNATIONAL FITNESS HOLDINGS LP and WORLD HEALTH NORTH LP

DOCUMENT **ORDER (ASSIGNMENT OF ASSUMED LEASE)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

STIKEMAN ELLIOTT LLP
4300 Bankers Hall West
888 – 3rd Street S.W.
T2P 5C5

Solicitor: Karen Fellowes, Q.C. / Elizabeth Pillon
Phone Number: (403) 724-9469 / (416) 869-5623
Email: kfellowes@stikeman.com / lpillon@stikeman.com
Fax Number: (403) 266-9034
File No.: 137923-1006

Counsel for the Applicants, International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP

DATE ON WHICH ORDER WAS PRONOUNCED: June 17, 2021

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice M.J. Lema

LOCATION OF HEARING: Edmonton, Alberta

UPON THE APPLICATION of International Fitness Holdings Inc., International Fitness Holdings LP and World Health North LP (collectively, the "**Applicants**"); **AND UPON HAVING READ** the Third Report of the KPMG Inc. (the "**Proposal Trustee**") dated June 4, 2021 (the "**Third Report**"), the Affidavit

No. 3 of Peter Melnychuk sworn on May 21, 2021, the Affidavit No. 4 of Peter Melnychuk sworn on June 3, 2021 the Affidavit No. 5 of Peter Melnychuk sworn June 10, 2021, the transcript from the cross-examination of Jeffery Baker which took place on June 7, 2021, and the Affidavits of Service of Lorrelei Breton sworn on June 7, 2021 and June 11, 2021; **AND UPON HEARING** submissions by counsel for the Applicants, the Proposal Trustee and any other counsel or other interested parties present on June 11, 2021;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

INTERPRETATION

2. Unless otherwise stated, capitalized terms used but not otherwise defined in this Order shall have the meaning ascribed to such terms in the Sale Approval and Vesting Order of this Court dated May 27, 2021 (the "**SAVO**").

ASSIGNMENT OF ASSUMED LEASE

3. Upon delivery by the Proposal Trustee to the Applicants and the Purchaser of the Proposal Trustee's Certificate (as defined in the SAVO), all of the rights and obligations of the Applicants under and to the lease listed on Schedule "A" hereto (the "**Assigned Lease**") shall be assigned, conveyed and transferred to, and assumed by Ayrfit Alberta Inc. pursuant to section 84.1 of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended (the "**BIA**").
4. The assignment of the Assigned Lease is declared valid and binding upon all of the counterparties to the Assigned Lease notwithstanding any restriction, condition or prohibition contained in the Assigned Lease relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.
5. The assignment and transfer of the Assigned Lease shall be subject to the provisions of the SAVO directing that all of the Applicants' right, title and interest in the Purchased Assets shall vest absolutely in the Purchaser free and clear of all Encumbrances (as defined in the SAVO) other than Permitted Encumbrances (as defined in the SAVO) in accordance with the provisions of the SAVO.
6. No counterparty under the Assigned Lease, nor any other person, upon the assignment and transfer to, and assumption by Ayrfit Alberta Inc. of the Assigned Lease hereunder shall make or

pursue any demand, claim, action or suit or exercise any right or remedy under the Assigned Lease against the Purchasers relating to:

- (a) the Applicants having sought or obtained relief under the BIA;
- (b) the insolvency of the Applicants; or
- (c) any failure by the Applicants to perform a non-monetary obligation under the Assigned Lease,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchasers in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the APA) under the Assigned Lease other than in respect of items (a) – (c) above.

7. No counterparty to the Assigned Lease shall terminate the Assigned Lease as against the Purchasers as a result of the Applicants' insolvency or the Applicants' within BIA proceedings. In addition, no counterparty shall terminate the Assigned Lease as against the Purchasers as a result of the Applicants having breached a non-monetary obligation unless such non-monetary breach arises or continues after the Assigned Lease is assigned to the Purchasers, such non-monetary default is capable of being cured by the Purchasers and the Purchasers have failed to remedy the default after having received notice of such default pursuant to the terms of the Assigned Lease. For clarification purposes, no counterparty shall rely on a notice of default sent to the Applicants to terminate the Assigned Lease as against the Purchasers.

CURE COSTS

8. All monetary defaults in relation to the Assigned Lease existing prior to the Closing Date, if any, other than those arising by reason only of the insolvency of the Applicants, the commencement of these BIA proceedings or the failure to perform a non-monetary obligation under the Assigned Lease, shall be paid by the Purchasers to the applicable counterparty on the Closing Date (or to the Proposal Trustee in trust on Closing for distribution to the applicable counterparty as soon as practicable thereafter), or as otherwise agreed to by the parties.

MISCELLANEOUS MATTERS

9. For greater certainty and without limiting the terms of the SAVO, notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;

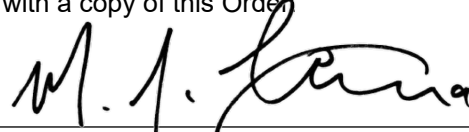
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the BIA, in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; and
- (d) the provisions of any federal or provincial statute;

the vesting of the Assigned Lease in Ayrfit Alberta Inc. pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, 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.

10. Notwithstanding any other provision of this Order, the Applicants shall continue to be entitled to exercise all of their rights to set-off (or any other contractual rights) and apply any and all post-filing amounts to which the Applicants owe or may come to owe to any party, as the case may be, as against any amounts that are owed by such party to the Applicants.
11. The Applicants and the Proposal Trustee shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give full force and effect to the terms of this Order, including without limitation, as necessary to effect the transfer of the Assigned Lease, the interpretation of this Order or the implementation thereof, and for any further order that may be required, on notice to any party likely to be affected by the order sought on such notice as this Court required.
12. 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, the United States of America or in any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Applicants and the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants and its agents in carrying out the terms of this Order.

SERVICE OF ORDER

13. The Applicants shall serve this Order on the persons listed on the service list by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are required to be served with a copy of this Order.



J.C.Q. B.A. or Clerk of the Court

SCHEDULE "A"

Canyon Meadows Lease

Lease dated July 17, 1997, as assigned and amended on August 31st, 2006, assigned on November 25, 2009 and assigned and amended on January 1st, 2018, between International Fitness Holdings Inc. (as successor of Spa Lady Inc., the assignee of the original tenant 21st Century Health Spas (Western) Ltd.) and 1710818 Alberta Ltd. (as successor to the original landlord 690569 Alberta Ltd.), with respect to the premises at the property located at 13226 Macleod Trail in Calgary, Alberta.