

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID



IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed Receiver of the current and future assets, undertakings and properties of 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **APPLICATION (Omnibus Sale Approval and Vesting Order Application [Multiple Transactions] & Release of Lien Holdback)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com / aditya.badami@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

Date:	May 16, 2018
Time:	1:00 P.M.
Where:	Edmonton Law Courts
Before Whom:	The Honourable Mr. Justice R.A. Graesser

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Alvarez and Marsal Canada Inc. in its capacity as Court-appointed Receiver (the **Receiver**) of the current and future assets, undertakings and properties of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (each, a **Debtor**, and collectively referred to as the **Debtors**), seeks the following relief:
 - a. Dispensing with service of this Application and supporting materials.
 - b. Orders, substantially in the forms attached hereto as **Schedule "A"**, vesting certain assets of the Debtors to certain Purchasers free and clear of all Claims, pursuant to the terms of the applicable Sales Agreements (and Sale and Assignment Agreement), and approving the Transactions contemplated thereby (all capitalized terms in this sub-paragraph are as defined in the Orders attached hereto as Schedule "A").
 - c. An Order, substantially in the form attached hereto as **Schedule "B"**, authorizing the Receiver to release and distribute certain funds held-back pursuant to certain Sale Approval and Vesting Orders of this Court granted April 11, 2018, in respect of lien claims asserted against lands registered in the name of the Debtors.

Grounds for making this application:

2. On November 2, 2017, Alvarez & Marsal Canada Inc. was appointed as Receiver over the current and future assets, undertakings and properties of the Debtors pursuant to a Consent Receivership Order granted by the Honourable Justice Hillier (**Receivership Order**).

Sale Approval and Vesting Orders

3. On January 22, 2018, the Receiver commenced a sales process (**Sales Process**) seeking offers to purchase the right, title, and interest in certain of the Debtors' assets including the various Purchased Assets and Lands, and which are the subject of the Transactions contemplated by the proposed Sale Approval and Vesting Orders attached hereto at Schedule "A".
4. The Sales Process contemplated March 9, 2018, as the deadline for bidders to submit offers (the **Bid Deadline**).

5. In total, one-hundred and sixty-nine (169) confidential agreements were executed and those parties received access to a virtual data room for further due diligence and were provided additional information.
6. A summary of the Transactions is found in the Receiver's Sixth Report, (the **Sixth Report**).
7. The Receiver believes that approval of the Transactions is in the best interest of all stakeholders for the following reasons:
 - a. the results of the Sales Process and the extent to which the offers represent the highest and best price for the various Lands and assets;
 - b. the Receiver is acting in good faith and with due diligence with respect to the Transactions;
 - c. the Receiver believes that the Transactions were negotiated between the parties at arm's length and in good faith and are each commercially reasonable;
 - d. the Receiver believes that the Transactions were the result of a fair and integrate Sales Process;
 - e. the overall execution risk associated with the Transactions contemplated by the Sale Agreements including the reputation and wherewithal of each of the subject Purchasers to complete the Transactions;
 - f. the requested Orders will not result in prejudice to existing or anticipated claimants for indebtedness owing by the Debtors or any one of them; and
 - g. regarding the requested Orders which concern Transactions vesting third-party interests in the name of a Purchaser, such Orders direct the Receiver to pay to such third-party the land payable amount owing to such third-party in accordance with the purchase and sale agreement made between such third-party and the subject Debtor; these Orders also contemplate the holding-back of funds sufficient to address any registered lien claims, plus 10% as security for costs but only in respect of Transactions vesting title from non-Debtor entities to subject purchasers.
8. The Receiver has conducted an analysis of the valid mortgages and secured debt in comparison with the registered lien claims asserted against the assets owned by the Debtors (as opposed to non-Debtor entities) and subject to the Sales Agreements submitted for court approval.
9. From this analysis the Receiver has determined that with few exceptions, the registered liens rank subordinate to the valid registered mortgages. Accordingly, the Receiver seeks authorization to vest in the subject purchasers the Purchased Assets (as defined in the Sales Agreements) free and clear, and to distribute to the ranking security claimants their entitlement to the net proceeds from the sale of the Purchased Assets.

Release and Distribution of April 11, 2018 Lien Holdback

10. On April 11, 2018, the Receiver sought Court approval of a number of Sale Approval and Vesting Orders (**April 11 SAVOs**). The April 11 SAVOs directed the Receiver to hold-back 110% of lien amounts claimed as against Debtor-owned properties sold to third-party purchasers.
11. The Receiver has conducted an analysis of the net recovery in respect of the transactions approved by the April 11 SAVOs and has concluded that given the overwhelming prior registered mortgage and other secured debt as against the Debtor-owned properties (as they then were),

there are insufficient funds from the sale proceeds to satisfy the various lien claims as against such properties and as listed in the April 11 SAVOs, as applicable.

12. Accordingly, the Receiver submits that it is just and convenient, and consistent with section 11(4) of the Alberta *Builders' Lien Act*, to authorize the release of the funds held-back by the Receiver pursuant to the April 11 SAVOs and further authorize the Receiver's distribution of such funds to the prior-registered security claimants in accordance with the administration of the receivership estate.

Material or Evidence to be relied on:

13. The Receivership Order;
14. The Second Report and the Sixth Report of the Receiver;
15. The pleadings and Orders in this Action;
16. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

17. Rules 6.3(1), 6.9(1), and 6.28 - 6.36 of the Alberta *Rules of Court*.
18. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

19. The Alberta *Rules of Court*.
20. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

21. There are no irregularities complained of or objections relied on.

How the application is proposed to be heard or considered:

22. Oral submissions by counsel.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is heard or considered.

SCHEDULE A

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Avtar Toor Transaction [Developer Lot])**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Avtar Singh Toor (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or

otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 151 316 582 +18, and legally described as Plan 1513280, Block 42, Lot 67 (the **Lands**), and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and Westmere Communities Inc. and all persons who claim by, through or under the Debtors and Westmere Communities Inc. in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors or Westmere Communities Inc., or any person claiming by or through or against the Debtors or Westmere Communities Inc.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors or Westmere Communities Inc. and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors or Westmere Communities Inc.,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors or Westmere Communities Inc. and shall not be void or voidable by creditors of the Debtors or Westmere Communities Inc., nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon the delivery of the Receiver's Certificate, the Receiver is directed and authorized to pay to Westmere Communities Inc. from the net proceeds from the sale of the Purchased Assets the land payable amount owing to Westmere Communities Inc., in respect of those Lands or Purchased Assets subject to the applicable purchase and sale agreement between Westmere Communities Inc. and the

subject Debtor to such agreement, plus interest (if any) at the rate prescribed in such purchase and sale agreement.

14. Following payment of the amount set out in paragraph 13 of this Order, and from the resulting net proceeds from the sale of the Purchased Assets, the Receiver is directed and authorized to hold-back the total amount of any registered lien claims listed on **Schedule "B"** to this Order, plus ten-percent (10%) as security for costs, asserted as against the Lands or Purchased Assets and as registered on the Certificate of Title identified in paragraph 4 of this Order, with such hold-back amount being held by the Receiver's counsel in an interest bearing trust account, pending further order or direction from this Court, or agreement among the secured claimant(s) and the Receiver. For certainty, the hold-back amount identified in this paragraph will stand as security for all claims of the lien claimants listed on **Schedule "B"** to this Order, including any claim they may have alleging the non-Debtor entity vendor of the Purchased Assets may be liable as an "owner" within the meaning of that term as defined in the *Builders' Lien Act* (Alberta).

15. Following the hold-back set out in paragraph 14 of this Order, the net proceeds from the sale of the Purchased Assets may be distributed by the Receiver in accordance with the administration of the receivership estate. For certainty, no distribution or payment is required to be made in respect of any mortgages registered against the Certificate of Title identified in paragraph 4 of this Order where the registered owner on such Certificate of Title is a non-Debtor entity.

MISCELLANEOUS MATTERS

16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

17. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

18. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE B

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE**
(Avtar Singh Toor)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Avtar Singh Toor (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE C

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1513280 BLOCK 42 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 +18	Registration No.: 171 217 457 Date: 28/09/2017 Lienor: Crystal Waters Plumbing Company Amount: \$11,145 Registration No.: 171 220 101 Date: 03/10/2017 Lienor: Ultra-Lite Overhead Doors Ltd. Amount: \$2,212 Registration No.: 171 221 028 Date: 03/10/2017 Lienor: Rob's Drywall Services Ltd. Amount: \$30,402 Registration No.: 171 221 262 Date: 04/10/2017 Lienor: Monarch Siding Centre Inc. Amount: \$8,525 Registration No.: 171 221	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat re: Agreement Charging Land, Etc.

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>263</p> <p>Date: 04/10/2017</p> <p>Lienor: Classic Renovations Inc.</p> <p>Amount: \$16,147</p> <p>Registration No.: 171 221 918</p> <p>Date: 04/10/2017</p> <p>Lienor: Diamond Fireplace Distributors Ltd.</p> <p>Amount: \$12,261</p> <p>Registration No.: 171 222 708</p> <p>Date: 04/10/2017</p> <p>Lienor: WM. Schmidt Mechanical Contractors Ltd.</p> <p>Amount: \$12,593</p> <p>Registration No.: 171 222 730</p> <p>Date: 04/10/2017</p> <p>Lienor: Gienow Canada Inc.</p> <p>Amount: \$12,748</p> <p>Registration No.: 171 223 658</p> <p>Date: 05/10/2017</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Lienor: Majestic Electric Inc.</p> <p>Amount: \$14,572</p> <p>Registration No.: 171 225 783</p> <p>Date: 10/10/2017</p> <p>Lienor: Precision Audio And Design Ltd.</p> <p>Amount: \$1,396</p> <p>Registration No.: 171 230 681</p> <p>Date: 17/10/2017</p> <p>Lienor: Breckenridge Concrete Ltd.</p> <p>Amount: \$13,148</p> <p>Registration No.: 171 233 589</p> <p>Date: 19/10/2017</p> <p>Lienor: Canadian Independant House Inspectors</p> <p>Amount: \$16,319</p> <p>Registration No.: 171 236 669</p> <p>Date: 23/10/2017</p> <p>Lienor: 840307 Alberta Ltd.</p> <p>Amount: \$20,585</p>	

Legal Description	Title Number	Builder's Lien	Mortgage

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JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
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ALBERTA LTD., REID-BUILT HOMES LTD.,
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BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Amazon Hauling Transaction [Reid Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Amazon Hauling Ltd. (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been

perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 171 064 258, 171 063 347, 161 228 151, 161 232 718, 171 041 299, 171 041 309, 171 041 306, 171 088 425, 171 063 351, 171 041 292, 171 063 286, 171 088 446, 171 088 406, 171 088 407, 171 088 410, and legally described as:

PLAN 1513280

BLOCK 44

LOT 17

EXCEPTING
THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 44

LOT 5

EXCEPTING
THEREOUT ALL
MINES AND MINERALS

PLAN 1413361

BLOCK 42

LOT 30

EXCEPTING
THEREOUT ALL MINES

AND MINERALS

PLAN 1413361

BLOCK 42

LOT 27

EXCEPTING
THEREOUT ALL MINES
AND MINERALS

PLAN 1413361

BLOCK 42

LOT 51

EXCEPTING
THEREOUT ALL MINES
AND MINERALS

PLAN 1513280

BLOCK 42

LOT 52

EXCEPTING
THEREOUT ALL MINES
AND MINERALS

PLAN 1513280

BLOCK 42

LOT 57

EXCEPTING
THEREOUT ALL MINES
AND MINERALS

PLAN 1513280

BLOCK 44

LOT 12

EXCEPTING
THEREOUT ALL MINES
AND MINERALS

(the **Lands**),

and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and

- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-filed builders' liens or the prior-registered mortgagee(s) having a claim against the Lands in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

MISCELLANEOUS MATTERS

16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

17. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

18. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE D

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(Amazon Hauling Transaction)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Amazon Hauling Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE E

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1513280 BLOCK 44 LOT 17 EXCEPTING THEREOUT ALL MINES AND MINERALS	171 064 258	NIL	Registration No.: 171 137 891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land Registration No.: 171 172 706 Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000
PLAN 1513280 BLOCK 44 LOT 5 EXCEPTING THEREOUT ALL MINES AND MINERALS	171 063 347	NIL	Registration No.: 171 137 891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land Registration No.: 171 172 706 Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1413361 BLOCK 42 LOT 30 EXCEPTING THEREOUT ALL MINES AND MINERALS	161 228 151	NIL	Registration No.: 161 230 296 Date: 27/09/2016 Mortgagee: Jovica Property Management Ltd. Mortgagee: Anton Arie Van der Enden Amount: \$3,400,000 Registration No.: 171 137 891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land
PLAN 1413361 BLOCK 42 LOT 27 EXCEPTING THEREOUT ALL MINES AND MINERALS	161 232 718	NIL	Registration No.: 171 137 891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land
PLAN 1413361 BLOCK 42 LOT 51 EXCEPTING THEREOUT ALL MINES AND MINERALS	171 041 299	NIL	Registration No.: 171 094 572 Date: 05/05/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 42</p> <p>LOT 54</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 041 309</p>	<p>NIL</p>	<p>Registration No.: 171 094 572</p> <p>Date: 05/05/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 42</p> <p>LOT 57</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 041 306</p>	<p>NIL</p>	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 12</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 088 425</p>	<p>NIL</p>	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 42</p> <p>LOT 49</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 063 351</p>	<p>NIL</p>	<p>Registration No.: 171 094 572</p> <p>Date: 05/05/2017 Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 42</p> <p>LOT 71</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 041 292</p>	<p>NIL</p>	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 6</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 063 286</p>	<p>NIL</p>	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 9</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	171 088 446	NIL	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 11</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	171 088 406	NIL	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 13</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 088 407</p>	<p>NIL</p>	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017 Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 14</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>171 088 410</p>	<p>NIL</p>	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017 Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 171 172 706</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Dhaliwal Transaction [Developer Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Balour Singh Dhaliwal (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or

otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 151 316 582 +17, and legally described as Plan 1513280, Block 42, Lot 66 (the **Lands**), and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and Westmere Communities Inc. and all persons who claim by, through or under the Debtors and Westmere Communities Inc. in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors or Westmere Communities Inc., or any person claiming by or through or against the Debtors or Westmere Communities Inc.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors or Westmere Communities Inc. and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors or Westmere Communities Inc.,

the vesting of the Purchased Asset in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors or Westmere Communities Inc. and shall not be void or voidable by creditors of the Debtors or Westmere Communities Inc., nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon the delivery of the Receiver's Certificate, the Receiver is directed and authorized to pay to Westmere Communities Inc. from the net proceeds from the sale of the Purchased Assets the land payable amount owing to Westmere Communities Inc., in respect of those Lands or Purchased Assets subject to the applicable purchase and sale agreement between Westmere Communities Inc. and the

subject Debtor to such agreement, plus interest (if any) at the rate prescribed in such purchase and sale agreement.

14. Following payment of the amount set out in paragraph 13 of this Order, and from the resulting net proceeds from the sale of the Purchased Assets, the Receiver is directed and authorized to hold-back the total amount of any registered lien claims listed on **Schedule "B"** to this Order, plus ten-percent (10%) as security for costs, asserted as against the Lands or Purchased Assets and as registered on the Certificate of Title identified in paragraph 4 of this Order, with such hold-back amount being held by the Receiver's counsel in an interest bearing trust account, pending further order or direction from this Court, or agreement among the secured claimant(s) and the Receiver. For certainty, the hold-back amount identified in this paragraph will stand as security for all claims of the lien claimants listed on **Schedule "B"** to this Order, including any claim they may have alleging the non-Debtor entity vendor of the Purchased Assets may be liable as an "owner" within the meaning of that term as defined in the *Builders' Lien Act* (Alberta).

15. Following the hold-back set out in paragraph 13 of this Order, the net proceeds from the sale of the Purchased Assets may be distributed by the Receiver in accordance with the administration of the receivership estate. For certainty, no distribution or payment is required to be made in respect of any mortgages registered against the Certificate of Title identified in paragraph 4 of this Order where the registered owner on such Certificate of Title is a non-Debtor entity.

MISCELLANEOUS MATTERS

16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

17. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

18. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE F

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE (Dhaliwal)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Balour Singh Dhaliwal (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE G

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1513280 BLOCK 42 LOT 66 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 +17	Registration No.: 171 217 501 Date: 28/09/2017 Lienor: Crystal Waters Plumbing Company Amount: \$10,792 Registration No.: 171 220 103 Date: 03/10/2017 Lienor: Ultra-Lite Overhead Doors Ltd. Amount: \$2,225 Registration No.: 171 220 261 Date: 03/10/2017 Lienor: Breckenridge Concrete Ltd. Amount: \$12,452 Registration No.: 171 220 902 Date: 03/10/2017 Lienor: Double R Building Products Ltd. Amount: \$34,532 Registration No.: 171 221	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat Re: Agreement Charging Land, Etc.

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>857</p> <p>Date: 04/10/2017</p> <p>Lienor: Diamond Fireplace Distributors Ltd.</p> <p>Amount: \$5,244</p> <p>Registration No.: 171 222 710</p> <p>Date: 04/10/2017</p> <p>Lienor: WM. Schmidt Mechanical Contractors Ltd.</p> <p>Amount: \$8,844</p> <p>Registration No.: 171 222 727</p> <p>Date: 04/10/2017</p> <p>Lienor: Gienow Canada Inc.</p> <p>Amount: \$9,140</p> <p>Registration No.: 171 223 660</p> <p>Date: 05/10/2017</p> <p>Lienor: Majestic Electric Inc.</p> <p>Amount: \$11,956</p> <p>Registration No.: 171 225 729</p> <p>Date: 10/10/2017</p> <p>Lienor: Precision Audio And</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		Design Ltd. Amount: \$1,963 Registration No.: 171 233 589 Date: 19/10/2017 Lienor: Canadian Independant House Inspectors Amount: \$16,319	

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Elite Real Estate Investments Inc. [Reid
Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Elite Real Estate Investments Inc. (the **Purchaser**) dated April 30, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser Reid Worldwide Corporation's right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of Reid Worldwide Corporation's right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens,

executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 952 291 272, and legally described as Plan 9322378, Block 83, Lot 126 (the **Lands**), and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-registered lien claimants and mortgagee(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made

upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE H

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE**
(Elite Real Estate Investments Inc.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp.

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of April 30, 2018 (the **Sale Agreement**) between the Receiver and Elite Real Estate Investments Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of Reid Worldwide Corporation's right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE I

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 9322378 BLOCK 83 LOT 126 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.682 HECTARES (1.69 ACRES) MORE OR LESS	952 291 272	Registration No.: 172 278 939 Date: 24/10/2017 Lienor: High Standard Landscape Amount: \$3,463	Registration No.: 122 354 302 Date: 26/10/2012 Mortgagee: Canada ICI Capital Corporation Amount: \$2,730,000 Registration No.: 132 008 385 Date: 08/01/2013 Caveator: Canada ICI Capital Corporation Particulars: Caveat re: Amending Agreement Registration No.: 172 160 542 Date: 23/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land Registration No.: 172 284 751 Date: 31/10/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(First Avenue Properties Transaction
[Reid/Developer Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by agreements of purchase and sale between the Receiver and First Avenue Properties Ltd. (the **Purchaser**) dated respectively May 8, 2018, (together, the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' and Lewis Estates Communities Inc.'s and Rosenthal Communities Inc.'s respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' and Lewis Estates Communities Inc.'s and Rosenthal Communities Inc.'s respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security

interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 152 277 971, 172 007 214, 172 007 213, 172 005 568, 172 005 570, 162 034 028, 122 419 410 +16, 152 082 887 +33, and legally described as:

PLAN 1225087
BLOCK 1
LOT 2

EXCEPTING THEREOUT ALL

MINES AND MINERALS

PLAN 1521595

BLOCK 3

LOT 37

EXCEPTING THEREOUT ALL

MINES AND MINERALS

PLAN 1521595

BLOCK 3

LOT 38

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1521595

BLOCK 3

LOT 45

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1521595

BLOCK 3

LOT 46

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1521595

BLOCK 3

LOT 28

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1225087

BLOCK 2

LOT 7

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1521325

BLOCK 12

LOT 36

EXCEPTING THEREOUT ALL
MINES AND MINERALS

(the **Lands**),

and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to

the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and Lewis Estates Communities Inc. and Rosenthal Communities Inc. and all persons who claim by, through or under the Debtors and Lewis Estates Communities Inc. and Rosenthal Communities Inc. in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors or Lewis Estates Communities Inc. or Rosenthal Communities Inc., or any person claiming by or through or against the Debtors or Lewis Estates Communities Inc. or Rosenthal Communities Inc.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors or Lewis Estates Communities Inc. or Rosenthal Communities Inc. and any bankruptcy order issued pursuant to any such applications; and

- iii. any assignment in bankruptcy made in respect of any of the Debtors or Lewis Estates Communities Inc. or Rosenthal Communities Inc.,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors or Lewis Estates Communities Inc. or Rosenthal Communities Inc. and shall not be void or voidable by creditors of the Debtors or Lewis Estates Communities Inc. or Rosenthal Communities Inc., nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon the delivery of the Receiver's Certificate, the Receiver is directed and authorized to pay to Lewis Estates Communities Inc. and Rosenthal Communities Inc. from the net proceeds from the sale of the Purchased Assets the land payable amount owing to Lewis Estates Communities Inc. and Rosenthal Communities Inc., in respect of those Lands or Purchased Assets subject to the applicable purchase and sale agreement between Lewis Estates Communities Inc. and Rosenthal Communities Inc. respectively, and the subject Debtor to such agreement, plus interest (if any) at the rate prescribed in such purchase and sale agreement.

14. Following payment of the amount set out in paragraph 13 of this Order, and from the resulting net proceeds from the sale of that subset of Purchased Assets registered in the name of a non-Debtor entity, the Receiver is directed and authorized to hold-back the total amount of any registered lien claims listed on **Schedule "B"** to this Order where such liens are registered against title to non-Debtor entity Purchased Assets or Lands, plus ten-percent (10%) as security for costs, asserted as against that subset of the Lands or Purchased Assets registered in the name of a non-Debtor entity, with such hold-back amount being held by the Receiver's counsel in an interest bearing trust account, pending further order or direction from this Court, or agreement among the secured claimant(s) and the Receiver.

15. With respect to the subset of Purchased Assets registered in the name of a Debtor entity, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-filed builders' liens or the prior-registered mortgagee(s) having a claim against the Lands in accordance with the priority of such claim(s) with respect to that subset of Purchased Assets immediately prior to the

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

16. Where by the terms of paragraph 15 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

17. Subject to paragraphs 15 and 16 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 14 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

18. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 15 of this Order, and subject to the hold-back for liens registered against the non-Debtor entity's title and as identified in paragraph 14 of this Order, then subsequently registered Claims (including builders' liens registered against Debtor-entity Lands or Purchased Assets listed on **Schedule "B"** to this Order) can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

19. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

21. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE J

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(First Avenue Properties Ltd.)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreements of purchase and sale made as of May 8, 2018 (together, the **Sale Agreement**) between the Receiver and First Avenue Properties Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' and Lewis Estates Communities Inc.'s and Rosenthal Communities Inc.'s respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

Title: Managing Director / Senior Director

SCHEDULE K

Legal Description	Title Number	Builder's Lien	Mortgage
<p>PLAN 1225087 BLOCK 1 LOT 2</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>152 277 971</p>	<p>Registration No.: 172 263 059 Date: 06/10/2017 Lienor: Debara Cleaning Ltd. Amount: \$1,312</p> <p>Registration No.: 172 264 499 Date: 10/10/2017 Lienor: Lawnz Inc. Amount: \$16,359</p> <p>Registration No.: 172 264 500 Date: 10/10/2017 Lienor: Lawnz Inc. Amount: \$20,448</p> <p>Registration No.: 172 264 501 Date: 10/10/2017 Lienor: Lawnz Inc. Amount: \$14,637</p> <p>Registration No.: 172 277 041 Date: 23/10/2017 Lienor: Lawnz Inc. Amount: \$14,637</p> <p>Registration No.: 172 278 935 Date: 24/10/2017 Lienor: High Standard Landscape Amount: \$18,633</p>	<p>Registration No.: 152 278 003</p> <p>Date: 08/09/2015</p> <p>Mortgagee: Royal Bank of Canada Amount: \$45,000,000</p> <p>Registration No.: 172 146 283</p> <p>Date: 12/06/2017</p> <p>Caveator: Royal Bank of Canada Particulars: Caveat Re: Agreement Charging Land</p> <p>Registration No.: 172 168 836</p> <p>Date: 04/07/2017</p> <p>Caveator: Royal Bank of Canada Particulars: Caveat Re: Agreement Charging Land</p> <p>Registration No.: 172 200 827</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada Amount: \$50,000,000</p>

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1521595 BLOCK 3 LOT 37 EXCEPTING THEREOUT ALL MINES AND MINERALS	172 007 214	<p> Registration No.: 172 254 878 Date: 28/09/2017 Lienor: Nelson Lumber Company Ltd. Amount: \$19,195 </p> <p> Registration No.: 172 260 442 Date: 04/10/2017 Lienor: Lehigh Hanson Materials Limited Amount: \$3,830 </p> <p> Registration No.: 172 260 701 Date: 04/10/2017 Lienor: Diversified Mechanical Ltd. Amount: \$7,139 </p> <p> Registration No.: 172 262 019 Date: 05/10/2017 Lienor: A Clark Roofing & Siding LP Amount: \$2,804 </p> <p> Registration No.: 172 262 128 Date: 06/10/2017 Lienor: Alberta Deck Shop Ltd. Amount: \$18,750 </p> <p> Registration No.: 172 262 437 </p>	<p> Registration No.: 172 022 838 Date: 24/01/2017 Mortgagee: Royal Bank of Canada Amount: \$45,000,000 </p> <p> Registration No.: 172 143 596 Date: 08/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat Re: Agreement Charging Land </p> <p> Registration No.: 172 200 827 Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000 </p>

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Date: 06/10/2017 Lienor: Nivek Construction Limited Amount: \$1,260</p> <p>Registration No.: 172 263 157 Date: 06/10/2017 Lienor: Pals Geomatics Corp. Amount: \$1,186</p> <p>Registration No.: 172 265 396 Date: 11/10/2017 Lienor: Mobil Heating And Air Conditioning Inc. Amount: \$2,588</p> <p>Registration No.: 172 268 523 Date: 13/10/2017 Lienor: All Weather Windows Ltd. Amount: \$6,616</p> <p>Registration No.: 172 283 033 Date: 27/10/2017 Lienor: Trans America Management 2000 Inc. Amount: \$354</p> <p>Registration No.: 172 286 868 Date: 01/11/2017 Particulars: Certificate of Lis Pendens Affects Instrument: 172 260 442</p> <p>Registration No.: 172 301 370</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		Date: 17/11/2017 Lienor: Ajax Drywall 2000 Ltd. Amount: \$1,023	
PLAN 1521595 BLOCK 3 LOT 38 EXCEPTING THEREOUT ALL MINES AND MINERALS	172 007 213	Registration No.: 172 254 886 Date: 28/09/2017 Lienor: Nelson Lumber Company Ltd. Amount: \$20,128 Registration No.: 172 255 633 Date: 29/09/2017 Lienor: Allsons Electric Ltd. Amount: \$6,592 Registration No.: 172 260 442 Date: 04/10/2017 Lienor: Lehigh Hanson Materials Limited Amount: \$3,830 Registration No.: 172 260 658 Date: 04/10/2017 Lienor: Rainguard Eavestrouthing (Edm.) Ltd. Amount: \$10,000 Registration No.: 172 260 702 Date: 04/10/2017 Lienor: Diversified Mechanical Ltd. Amount: \$6,864 Registration No.: 172 261 823	Registration No.: 172 022 838 Date: 24/01/2017 Mortgagee: Royal Bank of Canada Amount: \$45,000,000 Registration No.: 172 143 596 Date: 08/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat Re: Agreement Charging Land Registration No.: 172 200 827 Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Date: 05/10/2017 Lienor: 1286984 Alberta Ltd. Amount: \$909</p> <p>Registration No.: 172 262 028 Date: 05/10/2017 Lienor: A Clark Roofing & Siding LP Amount: \$2,992</p> <p>Registration No.: 172 262 128 Date: 06/10/2017 Lienor: Alberta Deck Shop Ltd. Amount: \$18,750</p> <p>Registration No.: 172 262 436 Date: 06/10/2017 Lienor: Nivek Construction Limited Amount: \$1,344</p> <p>Registration No.: 172 263 155 Date: 06/10/2017 Lienor: Pals Geomatics Corp. Amount: \$467</p> <p>Registration No.: 172 264 932 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$302</p> <p>Registration No.: 172 264 938 Date: 10/10/2017 Lienor: KNXN Inc.</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Amount: \$302</p> <p>Registration No.: 172 264 960 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$302</p> <p>Registration No.: 172 265 254 Date: 10/10/2017 Lienor: Mobil Heating And Air Conditioning Inc. Amount: \$2,485</p> <p>Registration No.: 172 266 364 Date: 12/10/2017 Lienor: All Screwed Pilings Ltd. Amount: \$582</p> <p>Registration No.: 172 268 546 Date: 13/10/2017 Lienor: All Weather Windows Ltd. Amount: \$7,317</p> <p>Registration No.: 172 282 975 Date: 27/10/2017 Lienor: Trans America Management 2000 Inc. Amount: \$354</p> <p>Registration No.: 172 286 868 Date: 01/11/2017 Particulars: Certificate of Lis Pendens Affects Instrument:</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		172 260 442 Registration No.: 172 291 465 Date: 06/11/2017 Lienor: Ajax Drywall 2000 Ltd. Amount: \$17,943	
PLAN 1521595 BLOCK 3 LOT 45 EXCEPTING THEREOUT ALL MINES AND MINERALS	172 005 568	Registration No.: 172 254 880 Date: 28/09/2017 Lienor: Nelson Limber Company Ltd. Amount: \$3,469 Registration No.: 172 258 266 Date: 02/10/2017 Lienor: Glenora Lumber & Building Supplies Ltd. Amount: \$1,257 Registration No.: 172 261 912 Date: 05/10/2017 Lienor: Diversified Mechanical Ltd. Amount: \$1,129 Registration No.: 172 262 128 Date: 06/10/2017 Lienor: Alberta Deck Shop Ltd. Amount: \$18,750 Registration No.: 172 262 864 Date: 06/10/2017 Lienor: All Weather Windows	Registration No.: 172 022 838 Date: 24/01/2017 Mortgagee: Royal Bank of Canada Amount: \$45,000,000 Registration No.: 172 143 596 Date: 08/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat Re: Agreement Charging Land Registration No.: 172 200 827 Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Ltd. Amount: \$7,273</p> <p>Registration No.: 172 266 270 Date: 12/10/2017 Lienor: 1524666 Alberta Ltd. Amount: \$8,169</p> <p>Registration No.: 172 275 409 Date: 20/10/2017 Lienor: Castor Construction Inc. Amount: \$12,104</p> <p>Registration No.: 172 283 031 Date: 27/10/2017 Lienor: Trans America Management 2000 Inc. Amount: \$354</p>	
<p>PLAN 1521595</p> <p>BLOCK 3</p> <p>LOT 46</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>172 005 570</p>	<p>Registration No.: 172 254 803 Date: 28/09/2017 Lienor: Nelson Lumber Company Ltd. Amount: \$30,126</p> <p>Registration No.: 172 260 699 Date: 04/10/2017 Lienor: Diversified Mechanical Ltd. Amount: \$6,859</p> <p>Registration No.: 172 262 018 Date: 05/10/2017 Lienor: A Clark Roofing &</p>	<p>Registration No.: 172 022 838</p> <p>Date: 24/01/2017</p> <p>Mortgagee: Royal Bank of Canada Amount: \$45,000,000</p> <p>Registration No.: 172 143 596</p> <p>Date: 08/06/2017</p> <p>Caveator: Royal Bank of Canada Particulars: Caveat Re: Agreement</p>

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Siding LP Amount: \$3,034</p> <p>Registration No.: 172 262 128 Date: 06/10/2017 Lienor: Alberta Deck Shop Ltd. Amount: \$18,750</p> <p>Registration No.: 172 265 256 Date: 10/10/2017 Lienor: Mobil Heating And Air Conditioning Inc. Amount: \$2,485</p> <p>Registration No.: 172 268 585 Date: 13/10/2017 Lienor: All Weather Windows Ltd. Amount: \$7,335</p>	<p>Charging Land</p> <p>Registration No.: 172 200 827</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada Amount: \$50,000,000</p>
<p>PLAN 1521595</p> <p>BLOCK 3</p> <p>LOT 28</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>162 034 028</p>	<p>Registration No.: 172 263 059 Date: 06/10/2017 Lienor: Debara Cleaning Ltd. Amount: \$1,312</p> <p>Registration No.: 172 264 499 Date: 10/10/2017 Lienor: Lawnz Inc. Amount: \$16,359</p> <p>Registration No.: 172 264 500 Date: 10/10/2017 Lienor: Lawnz Inc.</p>	<p>Registration No.: 162 034 032</p> <p>Date: 29/01/2016</p> <p>Mortgagee: Royal Bank of Canada Amount: \$45,000,000</p> <p>Registration No.: 172 200 827</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada Amount:</p>

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Amount: \$20,448</p> <p>Registration No.: 172 264 501 Date: 10/10/2017 Lienor: Lawnz Inc. Amount: \$14,637</p> <p>Registration No.: 172 277 041 Date: 23/10/2017 Lienor: Lawnz Inc. Amount: \$14,637</p> <p>Registration No.: 172 278 935 Date: 24/10/2017 Lienor: High Standard Landscape Amount: \$18,633</p>	\$50,000,000
<p>PLAN 1225087 BLOCK 2 LOT 7 EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>122 419 410 +16</p>	<p>Registration No.: 172 255 031</p> <p>Date: 28/09/2017</p> <p>Lienor: Allsons Electric Ltd.</p> <p>Amount: \$10,774</p> <p>Registration No.: 172 260 685 Date: 04/10/2017</p> <p>Lienor: Rainguard Eavestroughing (Edm.) Ltd.</p> <p>Amount: \$22,155</p> <p>Registration No.: 172 260</p>	<p>Registration No.: 072 711 189</p> <p>Date: 06/12/2007</p> <p>Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat Re: Amending Agreement</p>

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>769 Date: 04/10/2017 Lienor: Diversified Mechanical Ltd. Amount: \$10,131</p> <p>Registration No.: 172 261 238 Date: 05/10/2017 Lienor: Westcon Precast Inc. Amount: \$1,761</p> <p>Registration No.: 172 261 883 Date: 05/10/2017 Lienor: Select Fireplaces Limited Amount: \$50,527</p> <p>Registration No.: 172 261 924 Date: 05/10/2017 Lienor: A Clark Roofing & Siding LP Amount: \$5,442</p> <p>Registration No.: 172 262 139 Date: 06/10/2017 Lienor: Alberta Deck Shop Ltd. Amount: \$3,750</p> <p>Registration No.: 172 263 126 Date: 06/10/2017 Lienor: Ajax Drywall 2000 Ltd. Amount: \$33,930</p> <p>Registration No.: 172 264</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>901 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$462</p> <p>Registration No.: 172 264 937 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$430</p> <p>Registration No.: 172 265 091 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$472</p> <p>Registration No.: 172 265 257 Date: 10/10/2017 Lienor: Mobil Heating and Air Conditioning Inc. Amount: \$10,517</p> <p>Registration No.: 172 274 813 Date: 20/10/2017 Lienor: Barcol Door Ltd. Amount: \$2,793</p> <p>Registration No.: 172 282 973 Date: 27/10/2017 Lienor: Trans American Management 2000 Inc. Amount: \$971</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1521325 BLOCK 12 LOT 36 EXCEPTING THEREOUT ALL MINES AND MINERALS	152 082 887 +33	<p> Registration No.: 172 255 026 Date: 28/09/2017 Lienor: Allsons Electric Ltd. Amount: \$9,462 Registration No.: 172 260 680 Date: 04/10/2017 Lienor: Rainguard Eavestroughing (Edm.) Ltd. Amount: \$15,379 Registration No.: 172 261 887 Date: 05/10/2017 Lienor: Alberta Deck Shop Ltd. Amount: \$3,750 Registration No.: 172 263 116 Date: 06/10/2017 Lienor: Ajax Drywall 2000 Ltd. Amount: \$27,819 Registration No.: 172 264 942 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$2,198 Registration No.: 172 264 958 Date: 10/10/2017 Lienor: KNXN Inc. Amount: \$472 </p>	<p> Registration No.: 132 001 539 Date: 02/01/2013 Mortgagee: Canadian Imperial Bank of Commerce Amount: \$19,500,000 </p>

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Registration No.: 172 265 029 Date: 10/10/2017 Lienor: Frank's Masonry Inc. Amount: \$1,526</p> <p>Registration No.: 172 265 395 Date: 11/10/2017 Lienor: Mobil Heating and Air Conditioning Inc. Amount: \$9,690</p> <p>Registration No.: 172 268 519 Date: 13/10/2017 Lienor: All Weather Windows Ltd. Amount: \$8,030</p> <p>Registration No.: 172 274 829 Date: 20/10/2017 Lienor: Barcol Door Ltd. Amount: \$2,793</p> <p>Registration No.: 172 282 944 Date: 27/10/2017 Lienor: Trans America Management 2000 Inc. Amount: \$853</p>	

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Footprint Development Group Inc. [Reid
Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Footprint Development Group Inc. (the **Purchaser**) dated May 9, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Asset**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Asset shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions,

levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 172 218 391, and legally described as:

Meridian 4, Range 25, Township 52, Section 19 ALL THAT PORTION OF THE SOUTH WEST QUARTER IN THE SURRENDERED PORTION OF THE STONY PLAIN INDIAN RESERVE NO. 135 COMMENCING AT THE NORTH WEST CORNER OF THE SAID QUARTER SECTION; THENCE SOUTHERLY ALONG THE WEST BOUNDARY THEREOF 530 FT; THENCE EASTERLY AT RIGHT ANGLES TO THE SAID WEST BOUNDARY TO A POINT ON THE NORTH BOUNDARY OF THE SAID QUARTER SECTION; THENCE WESTERLY ALONG THE SAID NORTH BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING 2.02 HECTARES (5 ACRES) MORE OR LESS EXCEPTING THEREOUT: A) PLAN 1525376 – ROAD; AND B) PLAN 1722489 – ROAD, EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME, OUT OF THAT PORTION AS DESCRIBED IN TRANSFER # 6681JN, AND 3135FW, AND ALSO EXCEPTING THEREOUT ALL OTHER MINES AND MINERALS OUT OF THE REMAINDER (the **Lands**),

and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Asset, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Asset and, to the extent that any such persons remains in possession or control of any of the Purchased Asset, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Asset for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Asset in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Asset to any prior-registered mortgagee(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Asset immediately prior to the sale, as if the Purchased Asset had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Asset, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Asset after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Asset, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Asset with the same priority as they had with respect to the Purchased Asset immediately prior to the sale, as if the Purchased Asset had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Asset are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Asset.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the

Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE L

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE**
(Footprint Development Group Inc.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 9, 2018 (the **Sale Agreement**) between the Receiver and Footprint Development Group Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Asset, which vesting is to be effective with respect to the Purchased Asset upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Asset; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Asset payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE M

Legal Description	Title Number	Builder's Lien	Mortgage
<p>Short Legal: 4;25;52;19;SW</p> <p>MERIDIAN 4 RANGE 25 TOWNSHIP 52</p> <p>SECTION 19</p> <p>ALL THAT PORTION OF THE SOUTH WEST QUARTER</p> <p>IN THE SURRENDERED PORTION OF THE STONY PLAIN INDIAN RESERVE NO. 135</p> <p>COMMENCING AT THE NORTH WEST CORNER OF THE SAID QUARTER SECTION; THENCE</p> <p>SOUTHERLY ALONG THE WEST BOUNDARY THEREOF 530 FEET; THENCE EASTERLY AT</p> <p>RIGHT ANGLES TO THE SAID WEST BOUNDARY 410 FEET; THENCE NORTHERLY AND</p> <p>PARALLEL TO THE SAID WEST BOUNDARY TO A POINT ON THE NORTH BOUNDARY OF THE</p> <p>SAID QUARTER SECTION; THENCE WESTERLY ALONG THE SAID NORTH BOUNDARY TO</p>	<p>172 218 391</p>	<p>NIL</p>	<p>Registration No.: 142 076 717</p> <p>Date: 14/03/2014</p> <p>Mortgagee: Canada ICI Capital Corporation</p> <p>Amount: \$6,400,000</p> <p>Registration No.: 172 160 542</p> <p>Date: 23/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 172 284 751</p> <p>Date: 31/10/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>

<p>THE POINT OF COMMENCEMENT CONTAINING 2.02 HECTARES (5 ACRES) MORE OR LESS</p> <p>EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS</p> <p>A) PLAN 1525376 - ROAD 0.594 1.47</p> <p>B) PLAN 1722489 - ROAD 0.097 0.24</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS, AND THE RIGHT TO</p> <p>WORK THE SAME, OUT OF THAT PORTION AS DESCRIBED IN TRANSFER #</p> <p>6681JN, AND 3153FW, AND ALSO EXCEPTING THEREOUT ALL OTHER MINES</p> <p>AND MINERALS OUT OF THE REMAINDER</p>			
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COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Green Cedar Homes Inc. Transaction
[Reid/Developer Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2
Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Green Cedar Homes Inc. (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or

otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 161 228 135, 161 301 660, 161 301 694, 171 088 438, 171 014 552, 151 316 582 + 11, 151 316 582 + 12, 151 316 582 + 20, 151 316 582 + 24, and legally described as:

PLAN 1413361

BLOCK 42

LOT 31

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1413361

BLOCK 42

LOT 34

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1413361

BLOCK 42

LOT 45

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 44

LOT 20

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 42

LOT 55

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 42

LOT 60

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 42

LOT 61

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 42

LOT 69

EXCEPTING THEREOUT ALL
MINES AND MINERALS

PLAN 1513280

BLOCK 42

LOT 73

EXCEPTING THEREOUT ALL
MINES AND MINERALS

(the **Lands**),

and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and Westmere Communities Inc. and all persons who claim by, through or under the Debtors and Westmere Communities Inc. in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors or Westmere Communities Inc., or any person claiming by or through or against the Debtors or Westmere Communities Inc.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors or Westmere

Communities Inc. and any bankruptcy order issued pursuant to any such applications;
and

- iii. any assignment in bankruptcy made in respect of any of the Debtors or Westmere Communities Inc.,

the vesting of the Purchased Asset in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors or Westmere Communities Inc. and shall not be void or voidable by creditors of the Debtors or Westmere Communities Inc., nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon the delivery of the Receiver's Certificate, the Receiver is directed and authorized to pay to Westmere Communities Inc. from the net proceeds from the sale of the Purchased Assets the land payable amount owing to Westmere Communities Inc., in respect of those Lands or Purchased Assets subject to the applicable purchase and sale agreement between Westmere Communities Inc. and the subject Debtor to such agreement, plus interest (if any) at the rate prescribed in such purchase and sale agreement.

14. Following payment of the amount set out in paragraph 13 of this Order, and from the resulting net proceeds from the sale of that subset of Purchased Assets registered in the name of a non-Debtor entity, the Receiver is directed and authorized to hold-back the total amount of any registered lien claims listed on **Schedule "B"** to this Order where such liens are registered against title to non-Debtor entity Purchased Assets or Lands, plus ten-percent (10%) as security for costs, asserted as against that subset of the Lands or Purchased Assets registered in the name of a non-Debtor entity, with such hold-back amount being held by the Receiver's counsel in an interest bearing trust account, pending further order or direction from this Court, or agreement among the secured claimant(s) and the Receiver.

15. With respect to the subset of Purchased Assets registered in the name of a Debtor entity, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-filed builders' liens or the prior-registered mortgagee(s) having a claim against the Lands in accordance with the priority of such claim(s) with respect to that subset of Purchased Assets immediately prior to the

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

16. Where by the terms of paragraph 15 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

17. Subject to paragraphs 15 and 16 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 14 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

18. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 15 of this Order, and subject to the hold-back for liens registered against the non-Debtor entity's title and as identified in paragraph 14 of this Order, then subsequently registered Claims (including builders' liens registered against Debtor-entity Lands or Purchased Assets listed on **Schedule "B"** to this Order) can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

19. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

21. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE N

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(Green Cedar Homes Inc.)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Green Cedar Homes Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE O

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1413361 BLOCK 42 LOT 31 EXCEPTING THEREOUT ALL MINES AND MINERALS	161 228 135	NIL	Registration No.: 161 230 296 Date: 27/09/2016 Mortgagee: Jovica Property Management Ltd. Mortgagee: Anton Arie Van der Enden Amount: \$3,400,000 Registration No.: 171 137 891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land
PLAN 1413361 BLOCK 42 LOT 34 EXCEPTING THEREOUT ALL MINES AND MINERALS	161 301 660	NIL	Registration No.: 171 075 229 Date: 07/04/2017 Mortgagee: 1245233 Alberta Ltd. Mortgagee: 1193770 Alberta Ltd. Mortgagee: 373624 Alberta Ltd. Mortgagee: Solar Star Holdings Inc. Amount: \$4,000,000 Registration No.: 171 137

			<p>891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>
<p>PLAN 1413361</p> <p>BLOCK 42</p> <p>LOT 45</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	161 301 694	NIL	<p>Registration No.: 171 075 229</p> <p>Date: 07/04/2017</p> <p>Mortgagee: 1245233 Alberta Ltd.</p> <p>Mortgagee: 1193770 Alberta Ltd.</p> <p>Mortgagee: 373624 Alberta Ltd.</p> <p>Mortgagee: Solar Star Holdings Inc.</p> <p>Amount: \$4,000,000</p> <p>Registration No.: 171 094 572</p> <p>Date: 05/05/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>
<p>PLAN 1513280</p> <p>BLOCK 44</p> <p>LOT 20</p> <p>EXCEPTING THEREOUT ALL</p>	171 088 438	NIL	<p>Registration No.: 171 137 891</p> <p>Date: 22/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re:</p>

MINES AND MINERALS			<p>Agreement Charging Land</p> <p>Registration No.: 171 172 706</p> <p>Date: 03/08/2017</p> <p>Mortgagee: Royal Bank of Canada</p> <p>Amount: \$50,000,000</p> <p>Registration No.: 171 251 990</p> <p>Date: 10/11/2017</p> <p>Caveator: Kulvir Singh Tiwana</p> <p>Caveator – Kamaldeep Kaur Brar</p> <p>Particulars: Caveat re: Agreement Charging Land</p>
<p>PLAN 1513280</p> <p>BLOCK 42</p> <p>LOT 55</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	171 014 552	<p>Registration No.: 171 257 548</p> <p>Date: 17/11/2017</p> <p>Lienor: Watt Consulting Group Ltd.</p> <p>Amount: \$761</p>	<p>Registration No.: 171 075 229</p> <p>Date: 07/04/2017</p> <p>Mortgagee: 1245233 Alberta Ltd.</p> <p>Mortgagee: 1193770 Alberta Ltd.</p> <p>Mortgagee: 373624 Alberta Ltd.</p> <p>Mortgagee: Solar Star Holdings Inc.</p> <p>Amount: \$4,000,000</p> <p>Registration No.: 171 137</p>

			891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land
Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1513280 BLOCK 42 LOT 60 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 + 11	NIL	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat re: Agreement Charging Land
PLAN 1513280 BLOCK 42 LOT 61 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 + 12	NIL	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat re: Agreement Charging Land
PLAN 1513280 BLOCK 42 LOT 69 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 + 20	Registration No.: 171 226 482 Date: 11/10/2017 Lienor: Scotty's Rentals & Landscaping Ltd. Amount: \$1,770	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat re: Agreement Charging Land

PLAN 1513280 BLOCK 42 LOT 73 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 + 24	Registration No.: 171 257 546 Date: 17/11/2017 Lienor: Watt Consulting Group Ltd. Amount: \$477	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat re: Agreement Charging Land

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Hammoud [Reid Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Shadia Hammoud (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Asset**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Asset shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been

perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 161 258 964, municipally described as 315 Kinniburgh Road, Chestermere, Alberta, and legally described as Plan 1610322, Lot 4, Block 9 (the **Lands**), and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Asset, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Asset and, to the extent that any such persons remains in possession or control of any of the Purchased Asset, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Asset for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Asset in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Asset to any prior-registered mortgagee(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Asset immediately prior to the sale, as if the Purchased Asset had not been sold and remained in the possession or control of the person having that possession or control

immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Asset, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Asset after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Asset, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Asset with the same priority as they had with respect to the Purchased Asset immediately prior to the sale, as if the Purchased Asset had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Asset are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Asset.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE P

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(Hammoud)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Shadia Hammoud (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Asset, which vesting is to be effective with respect to the Purchased Asset upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Asset; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Asset payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE Q

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 160322 BLOCK 9 LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS	161 258 964	Registration No.: 171 224 516 Date: 06/10/2017 Lienor: 1093776 Alberta Inc. O/A McLean Contracting Amount: \$1,302	Registration No.: 171 094 572 Date: 05/05/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land Registration No. 171 172 706 Date: 03/08/2017 Mortgagee: Royal Bank of Canada Amount: \$50,000,000

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Iqbal Toor Transaction [Developer Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Iqbal Singh Toor (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they

have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 151 316 582 + 19, and legally described as Plan 151-3280 Block 42 Lot 68 (the **Lands**), and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and Westmere Communities Inc. and all persons who claim by, through or under the Debtors and Westmere Communities Inc. in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors or Westmere Communities Inc., or any person claiming by or through or against the Debtors or Westmere Communities Inc.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors or Westmere Communities Inc. and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors or Westmere Communities Inc.,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors or Westmere Communities Inc. and shall not be void or voidable by creditors of the Debtors or Westmere Communities Inc., nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon the delivery of the Receiver's Certificate, the Receiver is directed and authorized to pay to Westmere Communities Inc. from the net proceeds from the sale of the Purchased Assets the land payable amount owing to Westmere Communities Inc., in respect of those Lands or Purchased Assets subject to the applicable purchase and sale agreement between Westmere Communities Inc. and the

subject Debtor to such agreement, plus interest (if any) at the rate prescribed in such purchase and sale agreement.

14. Following payment of the amount set out in paragraph 13 of this Order, and from the resulting net proceeds from the sale of the Purchased Assets, the Receiver is directed and authorized to hold-back the total amount of any registered lien claims listed on **Schedule "B"** to this Order, plus ten-percent (10%) as security for costs, asserted as against the Lands or Purchased Assets and as registered on the Certificate of Title identified in paragraph 4 of this Order, with such hold-back amount being held by the Receiver's counsel in an interest bearing trust account, pending further order or direction from this Court, or agreement among the secured claimant(s) and the Receiver. For certainty, the hold-back amount identified in this paragraph will stand as security for all claims of the lien claimants listed on **Schedule "B"** to this Order, including any claim they may have alleging the non-Debtor entity vendor of the Purchased Assets may be liable as an "owner" within the meaning of that term as defined in the *Builders' Lien Act* (Alberta).

15. Following the hold-back set out in paragraph 14 of this Order, the net proceeds from the sale of the Purchased Assets may be distributed by the Receiver in accordance with the administration of the receivership estate. For certainty, no distribution or payment is required to be made in respect of any mortgages registered against the Certificate of Title identified in paragraph 4 of this Order where the registered owner on such Certificate of Title is a non-Debtor entity.

MISCELLANEOUS MATTERS

16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

17. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

18. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE R

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE**
(*lqbal Toor*)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Iqbal Singh Toor (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' and Westmere Communities Inc.'s respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

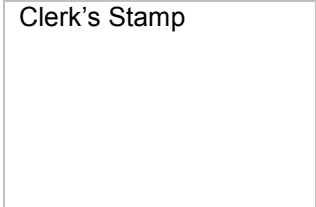
SCHEDULE S

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1513280 BLOCK 42 LOT 68 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 316 582 + 19	Registration No.: 171 217 505 Date: 28/09/2017 Lienor: Crystal Waters Plumbing Company Amount: \$11,225 Registration No.: 171 218 029 Date: 29/09/2017 Lienor: Spindle, Stairs & Railings 2002 Ltd. Amount: \$2,617 Registration No.: 171 219 103 Date: 30/09/2017 Lienor: Prodigy Painting Ltd. Amount: \$17,699 Registration No.: 171 220 090 Date: 03/10/2017 Lienor: Ultra-Lite Overhead Doors Ltd. Amount: \$839 Registration No.: 171 220 110 Date: 03/10/2017 Lienor: Ultra-Lite Overhead Doors	Registration No.: 081 024 903 Date: 17/01/2008 Caveator: Canadian Imperial Bank of Commerce Particulars: Caveat re: Agreement Charging Land

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Ltd.</p> <p>Amount: \$4,297</p> <p>Registration No.: 171 221 023</p> <p>Date: 03/10/2017</p> <p>Lienor: Rob's Dywall Services Ltd.</p> <p>Amount: \$40,039</p> <p>Registration No.: 171 221 105</p> <p>Date: 04/10/2017</p> <p>Lienor: Classic Renovations Inc.</p> <p>Amount: \$19,911</p> <p>Registration No.: 171 221 914</p> <p>Date: 04/10/2017</p> <p>Lienor: Diamond Fireplace Distributors Ltd.</p> <p>Amount: \$7,823</p> <p>Registration No.: 171 222 649</p> <p>Date: 04/10/2017</p> <p>Lienor: Regal Building Materials Ltd.</p> <p>Amount: \$5,424</p> <p>Registration No.: 171 222 711</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Date: 04/10/2017</p> <p>Lienor: WM. Schmidt Mechanical Contractors Ltd.</p> <p>Amount: \$10,626</p> <p>Registration No.: 171 223 657</p> <p>Date: 05/10/2017</p> <p>Lienor: Majestic Electric Inc.</p> <p>Amount: \$17,472</p> <p>Registration No.: 171 224 370</p> <p>Date: 06/10/2017</p> <p>Lienor: 840307 Alberta Ltd.</p> <p>Amount; \$19,256</p> <p>Registration No.: 171 230 651</p> <p>Date: 17/10/2017</p> <p>Lienor: Breckenridge Concrete Ltd.</p> <p>Amount: \$13,941</p>	

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(KV Capital [Reid Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and KV Capital Inc. (the **Purchaser**) dated May 9, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), and subject to any tax arrears (which shall not be a closing adjustment pursuant to the Sale Agreement), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been

perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 151 152 512, and legally described as Plan 791131, Block 7 (the **Lands**), and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-registered mortgagee(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the

Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE T

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(KV Capital)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 9, 2018 (the **Sale Agreement**) between the Receiver and KV Capital Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE U

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 7911331 BLOCK 7 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 152 512	Registration No.: 171 222 664 Date: 04/10/2017 Lienor: CB Partners Corporation Lienor: Kennevor Construction Ltd. Lienor: 1204031 Alberta Ltd. Amount: \$1,734,875 Registration No.: 171 228 182 Date: 12/10/2017 Lienor: Cal-Tech Glass Services Ltd. Amount: \$132,140 Registration No.: 171 228 523 Date: 13/10/2017 Lienor: Canterbury Roofing Ltd. Amount: \$95,830 Registration No.: 171 229 060 Date: 13/10/2017 Lienor: Desert Hawk Distributing Inc.	Registration No.: 161 223 049 Date: 20/09/2016 Mortgagee: KV Capital Inc. Amount: \$15,000,000 Registration No.: 171 140 241 Date: 27/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land Registration No.: 171 242 653 Date: 31/10/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land

		<p>Amount: \$54,865</p> <p>Registration No.: 171 229 440</p> <p>Date: 14/10/2017</p> <p>Lienor: CB Partners Corporation</p> <p>Lienor: Kennevor Construction Ltd</p> <p>Lienor: 1204031 Alberta Ltd.</p> <p>Amount: \$172,910</p> <p>Registration No.: 171 230 351</p> <p>Date: 16/10/2017</p> <p>Particulars: Certificate of Lis Pendens – affects instrument: 171 222 664</p> <p>Registration No.: 171 233 638</p> <p>Date: 19/10/2017</p> <p>Lienor: Pockar Masonry Ltd.</p> <p>Amount: \$42,535</p> <p>Registration No.: 171 233 651</p> <p>Date: 19/10/2017</p> <p>Lienor: Cal-Tech Glass Services Ltd.</p> <p>Amount: \$5,155</p>	
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		<p>Registration No.: 171 234 371</p> <p>Date: 20/10/2017</p> <p>Lienor: ASSA Abloy Entrance Systems Canada Inc.</p> <p>Amount: \$33,284</p>	
		<p>Registration No.: 171 234 756</p> <p>Date: 20/10/2017</p> <p>Lienor: RGO Flooring Ltd.</p> <p>Amount: \$104,422</p>	
		<p>Registration No.: 171 235 456</p> <p>Date: 21/10/2017</p> <p>Lienor: Rock-Rose Landscaping Ltd.</p> <p>Amount: \$233,037</p>	
		<p>Registration No.: 171 243 859</p> <p>Date: 01/11/2017</p> <p>Particulars: Certificate of Lis Pendens – affects instrument 171 229 440</p>	
		<p>Registration No.: 171 247 423</p> <p>Date: 06/11/2017</p> <p>Lienor: CP Distributors</p>	

		Ltd. Amount: \$16,442 Registration No.: 171 251 540 Date: 09/11/2017 Lienor: Rubydale Asphalt Works Ltd. Amount: \$80,268	
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COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(La Vita Land Inc. Transaction
[Reid/Developer Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and La Vita Land Inc. (the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats,

mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 151209307, 151020107, 151 274 392 +12, 151 274 392 +15, 151 274 392 +21, 151 274 392 +84, 151 274 392 +8, 151 274 392 +9, 151 274 392 +62, 151 274 392 +63, 151 274 392 +64, 151 274 392 +65, 151 274 392 +66, 151 274 392 +67, 151 274 392 +14, 151 274 392 +18, 151 274 392 +28, 151 274 392 +29, 151 274 392 +31, 151 274 392, 151 274 392 +72, 151 274 392 +73, 151 274 392 +75, 151 274 392 +76, 151 274 392 +78, 151 274 392 +79, and legally described as:

PLAN 1412549
BLOCK 8
LOT 17
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1412549
BLOCK 8
LOT 84
EXCEPTING THEREOUT
ALL MINES AND MINERALS

PLAN 1512892
BLOCK 12
LOT 8
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 12
LOT 11
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 12
LOT 17
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 12
LOT 28
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 12
LOT 4
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 12

LOT 5
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 13
LOT 27
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 13
LOT 28
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 13
LOT 29
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 13
LOT 30
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 13
LOT 31
EXCEPTING THEREOUT

ALL MINES AND MINERALS

PLAN 1512892

BLOCK 13

LOT 32

EXCEPTING THEREOUT

ALL MINES AND MINERALS

PLAN 1512892

BLOCK 12

LOT 10

EXCEPTING THEREOUT

ALL MINES AND MINERALS

PLAN 1512892

BLOCK 12

LOT 14

EXCEPTING THEREOUT

ALL MINES AND MINERALS

PLAN 1512892

BLOCK 12

LOT 24

EXCEPTING THEREOUT

ALL MINES AND MINERALS

PLAN 1512892

BLOCK 12

LOT 25

EXCEPTING THEREOUT

ALL MINES AND MINERALS

PLAN 1512892
BLOCK 12
LOT 27
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 12
LOT 29
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 14
LOT 3
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 14
LOT 4
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 14
LOT 6
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 14

LOT 7
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 14
LOT 12
EXCEPTING THEREOUT
ALL MINES AND MINERALS
PLAN 1512892
BLOCK 14
LOT 13
EXCEPTING THEREOUT
ALL MINES AND MINERALS

(the **Lands**),

and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons

remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Asset in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, and from the net proceeds from the sale of the subset of Purchased Assets registered in the name of a non-Debtor entity, the Receiver is directed and authorized to hold-back the total amount of any registered lien claims listed on **Schedule "B"** to this Order, plus ten-percent (10%) as security for costs, asserted as against that subset of Lands or

Purchased Assets registered in the name of a non-Debtor entity, with such hold-back amount being held by the Receiver's counsel in an interest bearing trust account, pending further order or direction from this Court, or agreement among the secured claimant(s) and the Receiver.

14. With respect to the subset of Purchased Assets registered in the name of a Debtor entity, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-filed builders' liens or the prior-registered mortgagee(s) having a claim against the Lands in accordance with the priority of such claim(s) with respect to that subset of Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

15. Where by the terms of paragraph 14 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

16. Subject to paragraphs 14 and 15 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 14 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

17. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 14 of this Order, and subject to the hold-back for liens registered against the non-Debtor entity's title and as identified in paragraph 13 of this Order, then subsequently registered Claims (including builders' liens listed on **Schedule "B"** to this Order) can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

18. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

19. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

20. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE V

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE**
(La Vita Land Inc.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and La Vita Land Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE W

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1412549 BLOCK 8 LOT 17 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 209 307	Registration No.: 171 226 463 Date: 11/10/2017 Lienor: Scotty's Rentals & Landscaping Ltd. Amount: \$13,513 Registration No.: 171 232 599 Date: 18/10/2017 Lienor: Watt Consulting Group Ltd. Amount: \$910	Registration No.: 171 094 572 Date: 05/05/2017 Caveator: Royal Bank Of Canada Particulars: Caveat re: Agreement Charging Land
PLAN 1412549 BLOCK 8 LOT 84 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 020 107	NIL	Registration No.: 171 105 564 Date: 18/05/2017 Mortgagee: Cobra Mortgage Services Ltd. Amount: \$5,000,000 Registration No.: 171 127 675 Date: 13/06/2017 Caveator: Royal Bank Of Canada Particulars: Caveat re: Agreement Charging Land

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1512892 BLOCK 12 LOT 8 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +12	<p> Registration No.: 171 217 508 Date: 28/09/2017 Lienor: Crystal Waters Plumbing Company Amount: \$9,121 </p> <p> Registration No.: 171 219 395 Date: 02/10/2017 Lienor: Davidson Enman Lumber Limited C/O Miles Davidson LLP Amount: \$28,870 </p> <p> Registration No.: 171 220 043 Date: 02/10/2017 Lienor: Aaron Exteriors Ltd. Amount: \$5,460 </p> <p> Registration No.: 171 220 285 Date: 03/10/2017 Lienor: Prairie Pipe Sales Ltd. Lienor: 789072 Alberta Ltd. Lienor: R.K.G. Developments Ltd. Amount: \$1,717 </p>	<p> Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 </p> <p> Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest </p>

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Registration No.: 171 222 232</p> <p>Date: 04/10/2017</p> <p>Lienor: Wrencorp Developments Inc.</p> <p>Amount: \$17,017</p> <p>Registration No.: 171 222 487</p> <p>Date: 04/10/2017</p> <p>Lienor: Prattco Excavating Ltd.</p> <p>C/O 420, 1925- 18 Ave NE</p> <p>Amount: \$5,499</p> <p>Registration No.: 171 222 529</p> <p>Date: 04/10/2017</p> <p>Lienor: A-1 Cement Contractors Ltd.</p> <p>Amount: \$9,248</p> <p>Registration No.: 171 222 673</p> <p>Date: 04/10/2017</p> <p>Lienor: WM. Schmidt Mechanical Contractors Ltd.</p> <p>Amount: \$6,365</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Registration No.: 171 223 036</p> <p>Date: 05/10/2017</p> <p>Lienor: Gienow Canada Inc.</p> <p>Amount: \$5,218</p> <p>Registration No.: 171 223 129</p> <p>Date: 05/10/2017</p> <p>Lienor: Guido Cattoni</p> <p>Amount: \$894</p> <p>Registration No.: 171 223 677</p> <p>Date: 05/10/2017</p> <p>Lienor: Majestic Electric Inc.</p> <p>Amount: \$6,881</p> <p>Registration No.: 171 233 589</p> <p>Date: 19/10/2017</p> <p>Lienor: Canadian Independant House Inspectors</p> <p>Amount: \$16,319</p> <p>Registration No.: 171 257 505</p> <p>Date: 17/11/2017</p> <p>Lienor: Watt Consulting</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		Group Ltd. Amount: \$750	
PLAN 1512892 BLOCK 12 LOT 11 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +15	Registration No.: 171 219 385 Date: 02/10/2017 Lienor: Davidson Enman Lumber Limited Amount: \$1,526 Registration No.: 171 220 280 Date: 03/10/2017 Lienor: Prairie Pipe Sales Ltd. Lienor: 789072 Alberta Ltd. Lienor: R.K.G. Developments Ltd. Amount: \$1,787 Registration No.: 171 222 382 Date: 04/10/2017 Lienor: Lehigh Hanson Materials Limited Amount: \$10,298 Registration No.: 171 222 485 Date: 04/10/2017	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Lienor: Prattco Excavating Ltd.</p> <p>Amount: \$6,074</p> <p>Registration No.: 171 223 626</p> <p>Date: 05/10/2017</p> <p>Lienor: R. And R. Bruno Enterprises Ltd.</p> <p>Amount: \$5,307</p> <p>Registration No.: 171 223 636</p> <p>Date: 05/10/2017</p> <p>Lienor: Majestic Electric Inc.</p> <p>Amount: \$903</p> <p>Registration No.: 171 247 395</p> <p>Date: 06/11/2017</p> <p>Particulars: Certificate of Lis Pendens Affects Instrument: 171 222 382</p> <p>Registration No.: 171 257 517</p> <p>Date: 17/11/2017</p> <p>Lienor: Watt Consulting Group Ltd.</p> <p>Amount: \$750</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1512892 BLOCK 12 LOT 17 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +21	Registration No.: 171 217 444 Date: 28/09/2017 Lienor: Crystal Waters Plumbing Company Amount: \$818 Registration No.: 171 219 332 Date: 02/10/2017 Lienor: Prairie Pipe Sales Ltd. Lienor: 789072 Alberta Ltd. Lienor: R.K.G. Developments Ltd. Amount: \$2,070 Registration No.: 171 219 378 Date: 02/10/2017 Lienor: Davidson Enman Lumber Limited Amount: \$27,353 Registration No.: 171 221 020 Date: 03/10/2017 Lienor: Prattco Excavating	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Ltd.</p> <p>Amount: \$4,633</p> <p>Registration No.: 171 222 229</p> <p>Date: 04/10/2017</p> <p>Lienor: Wrencorp Developments Inc.</p> <p>Amount: \$14,147</p> <p>Registration No.: 171 222 545</p> <p>Date: 04/10/2017</p> <p>Lienor: A-1 Cement Contractors Ltd.</p> <p>Amount: \$5,995</p> <p>Registration No.: 171 257 521</p> <p>Date: 17/11/2017</p> <p>Lienor: Watt Consulting Group Ltd.</p> <p>Amount: \$1,107</p>	
<p>PLAN 1512892</p> <p>BLOCK 12</p> <p>LOT 28</p> <p>EXCEPTING THEREOUT</p> <p>ALL MINES AND MINERALS</p>	<p>151 274 392 +84</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892</p> <p>BLOCK 12</p> <p>LOT 4</p> <p>EXCEPTING THEREOUT</p> <p>ALL MINES AND MINERALS</p>	<p>151 274 392 +8</p>	<p>Registration No.: 171 230 354</p> <p>Date: 16/10/2017</p> <p>Lienor: TBA Cleaning Services Ltd.</p> <p>Amount: \$1,706</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			re: Assignment of Interest
PLAN 1512892 BLOCK 12 LOT 5 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +9	Registration No.: 171 230 355 Date: 16/10/2017 Lienor: TBA Cleaning Services Ltd. Amount: \$1,706	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 13 LOT 27 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +62	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892</p> <p>BLOCK 13</p> <p>LOT 28</p> <p>EXCEPTING THEREOUT</p> <p>ALL MINES AND MINERALS</p>	<p>151 274 392 +63</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1512892 BLOCK 13 LOT 29 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +64	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 13 LOT 30 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +65	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540

Legal Description	Title Number	Builder's Lien	Mortgage
			Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 13 LOT 31 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +66	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 13 LOT 32	151 274 392 +67	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National

Legal Description	Title Number	Builder's Lien	Mortgage
<p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>			<p>Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892 BLOCK 12 LOT 10 EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	<p>151 274 392 +14</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 12 LOT 14 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +18	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 12 LOT 24 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +28	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892</p> <p>BLOCK 12</p> <p>LOT 25</p> <p>EXCEPTING THEREOUT</p> <p>ALL MINES AND MINERALS</p>	<p>151 274 392 +29</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			Interest
PLAN 1512892 BLOCK 12 LOT 27 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +31	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 12 LOT 29 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892</p> <p>BLOCK 14</p> <p>LOT 3</p> <p>EXCEPTING THEREOUT</p> <p>ALL MINES AND MINERALS</p>	<p>151 274 392 +72</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>

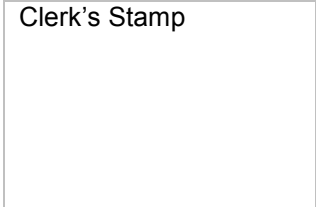
Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1512892 BLOCK 14 LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +73	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540 Date: 22/03/2017 Caveator: National Bank of Canada Caveator: Alberta Treasury Branches Particulars: Caveat re: Assignment of Interest
PLAN 1512892 BLOCK 14 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS	151 274 392 +75	NIL	Registration No.: 171 064 539 Date: 22/03/2017 Mortgagee: National Bank Of Canada Mortgagee: Alberta Treasury Branches Amount: \$30,000,000 Registration No.: 171 064 540

Legal Description	Title Number	Builder's Lien	Mortgage
			<p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892</p> <p>BLOCK 14</p> <p>LOT 7</p> <p>EXCEPTING THEREOUT</p> <p>ALL MINES AND MINERALS</p>	<p>151 274 392 +76</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892</p> <p>BLOCK 14</p> <p>LOT 12</p>	<p>151 274 392 +78</p>	<p>NIL</p>	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National</p>

Legal Description	Title Number	Builder's Lien	Mortgage
<p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p>			<p>Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta Treasury Branches</p> <p>Particulars: Caveat re: Assignment of Interest</p>
<p>PLAN 1512892 BLOCK 14 LOT 13 EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	151 274 392 +79	NIL	<p>Registration No.: 171 064 539</p> <p>Date: 22/03/2017</p> <p>Mortgagee: National Bank Of Canada</p> <p>Mortgagee: Alberta Treasury Branches</p> <p>Amount: \$30,000,000</p> <p>Registration No.: 171 064 540</p> <p>Date: 22/03/2017</p> <p>Caveator: National Bank of Canada</p> <p>Caveator: Alberta</p>

Legal Description	Title Number	Builder's Lien	Mortgage
			Treasury Branches Particulars: Caveat re: Assignment of Interest

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(More Transaction [Reid Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Kulwinder Kaur More and Sital Singh More (together, the **Purchaser**) dated May 8, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been

perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 161 232 697, and legally described as Plan 1413361 Block 42 Lot 33 (the **Lands**), and to issue a new Certificate of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificate of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-filed builders' liens or the prior-registered mortgagee(s) having a claim against the Lands in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control

immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims (including builders' liens listed on **Schedule "B"** to this Order) can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE X

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(More Transaction)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 8, 2018 (the **Sale Agreement**) between the Receiver and Kulwinder Kaur More and Sital Singh More (together, the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE Y

Legal Description	Title Number	Builder's Lien	Mortgage
PLAN 1413361 BLOCK 42 LOT 33 EXCEPTING THEREOUT ALL MINES AND MINERALS	161 232 697	Registration No.: 171 219 323 Date: 02/10/2017 Lienor: Prairie Pipe Sales Ltd. Lienor: 789072 Alberta Ltd. Lienor: R.K.G. Developments Ltd. Amount: \$2,167 Registration No.: 171 220 046 Date: 02/10/2017 Lienor – Aaron Exteriors Ltd. Amount: \$9,828 Registration No.: 171 220 588 Date: 03/10/2017 Lienor: Crystal Waters Plumbing Company Amount: \$1,540 Registration No.: 171 220 853 Date: 03/10/2017 Lienor: Double R Buildings Products Ltd. Amount: \$41,830 Registration No.: 171 222 062	Registration No.: 171 137 891 Date: 22/06/2017 Caveator: Royal Bank of Canada Particulars: Caveat re: Agreement Charging Land

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Date: 04/10/2017</p> <p>Lienor: E2 Construction Ltd.</p> <p>Amount: \$27,945</p> <p>Registration No.: 171 223 030</p> <p>Date: 05/10/2017</p> <p>Lienor: Gienow Canada Inc.</p> <p>Amount: \$12,492</p> <p>Registration No.: 171 223 633</p> <p>Date: 05/10/2017</p> <p>Lienor: R. and R. Bruno Enterprises Ltd.</p> <p>Amount: \$8,009</p> <p>Registration No.: 171 223 652</p> <p>Date: 05/10/2017</p> <p>Lienor: Majestic Electric Inc.</p> <p>Amount: \$1,218</p> <p>Registration No.: 171 224 036</p> <p>Date: 06/10/2017</p> <p>Lienor: Kidco Construction Ltd.</p> <p>Amount: \$6,533</p> <p>Registration No.: 171 226 463</p> <p>Date: 11/10/2017</p>	

Legal Description	Title Number	Builder's Lien	Mortgage
		<p>Lienor: Scotty's Rentals & Landscaping Ltd.</p> <p>Amount: \$13,513</p> <p>Registration No.: 171 236 095</p> <p>Date: 23/10/2017</p> <p>Lienor: Breckenridge Concrete Ltd.</p> <p>Amount: \$7,832</p> <p>Registration No.: 171 257 494</p> <p>Date: 17/11/2017</p> <p>Lienor: Watt Consulting Group Ltd.</p> <p>Amount: \$750</p>	

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF
DEFENDANTS ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., and REID
CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver and
Manager of the current and future assets,
undertakings and properties of 1679775
ALBERTA LTD., REID-BUILT HOMES LTD.,
REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., and REID CAPITAL CORP.

DOCUMENT **SALE APPROVAL AND VESTING ORDER
(Voiture Capital Transaction [Reid Lots])**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT **Norton Rose Fulbright Canada LLP**
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Voiture Capital 2011 Inc. (the **Purchaser**) dated May 4, 2018, (the **Sale Agreement**) and described in the Sixth Report of the Receiver dated May 9, 2018 (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the asset described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Subject to any unexpired rights of first refusal applicable to the Lands (as defined below) not being exercised, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or

been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 982 194 812 and 032 157 468, and legally described as Plan 9722753 Block 21 Lot 3 and Plan 9722753 Block 21 Lot 2 (the **Lands**), and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "B"** to the Sale Agreement. The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-registered lien claimant(s) or mortgagee(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made

upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE Z

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF
DEFENDANTS
ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP.

DOCUMENT **RECEIVER'S CERTIFICATE
(Voiture Capital 2011 Inc.)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated May 16, 2018, the Court approved the agreement of purchase and sale made as of May 4, 2018 (the **Sale Agreement**) between the Receiver and Footprint Development Group Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin / Tom Powell,
Alvarez & Marsal Canada Inc.**

**Title: Managing Director / Senior
Director**

SCHEDULE AA

Legal Description	Title Number	Builder's Lien	Mortgage
<p>PLAN 9722753</p> <p>BLOCK 21</p> <p>LOT 2</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>AREA: 1.63 HECTARES (4.03 ACRES) MORE OR LESS</p>	<p>032 157 468</p>	<p>Registration No.: 172 278 940</p> <p>Date: 24/10/2017</p> <p>Lienor: High Standard Landscape</p> <p>Amount: \$3,054</p>	<p>Registration No.: 162 097 683</p> <p>Date: 12/04/2016</p> <p>Mortgagee: Canada ICI Capital Corporation</p> <p>Amount: \$22,375,000</p> <p>Registration No.: 162 128 374</p> <p>Date: 13/05/2016</p> <p>Caveator: Canada ICI Capital Corporation</p> <p>Particulars: Caveat re: Amending Agreement</p> <p>Registration No.: 172 160 542</p> <p>Date: 23/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 172 284 751</p> <p>Date: 31/10/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>

<p>PLAN 9722753</p> <p>BLOCK 21</p> <p>LOT 3</p> <p>EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>AREA: 1.43 HECTARES (3.53 ACRES) MORE OR LESS</p>	<p>982 194 812</p>	<p>Registration No.: 172 278 941</p> <p>Date: 24/10/2017</p> <p>Lienor: High Standard Landscape</p> <p>Amount: \$3,054</p>	<p>Registration No.: 162 097 683</p> <p>Date: 12/04/2016</p> <p>Mortgagee: Canada ICI Capital Corporation</p> <p>Amount: \$22,375,000</p> <p>Registration No.: 162 128 374</p> <p>Date: 13/05/2016</p> <p>Caveator: Canada ICI Capital Corporation</p> <p>Particulars: Caveat re: Amending Agreement</p> <p>Registration No.: 172 160 542</p> <p>Date: 23/06/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p> <p>Registration No.: 172 284 751</p> <p>Date: 31/10/2017</p> <p>Caveator: Royal Bank of Canada</p> <p>Particulars: Caveat re: Agreement Charging Land</p>

SCHEDULE B

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS REID-BUILT HOMES LTD., 1679775
ALBERTA LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD, REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID



IN THE MATTER OF THE RECEIVERSHIP
OF REID-BUILT HOMES LTD., 1679775
ALBERTA LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD, REID INVESTMENTS LTD.,
and REID CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC. in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of REID-BUILT HOMES LTD.,
1679775 ALBERTA LTD., REID
WORLDWIDE CORPORATION, BUILDER'S
DIRECT SUPPLY LTD., REID BUILT HOMES
CALGARY LTD, REID INVESTMENTS LTD.,
and REID CAPITAL CORP.

DOCUMENT

**ORDER
(Release of Liens Holdback and
Distribution)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / Aditya M. Badami
File No.: 1001004429

DATE ON WHICH ORDER WAS PRONOUNCED: May 16, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Mr. Justice Graesser

UPON THE APPLICATION of Alvarez & Marsal Canada Inc. in its capacity as Court-appointed receiver and manager (**Receiver**) of the current and future assets, undertakings and properties of REID-BUILT HOMES LTD., 1679775 ALBERTA LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD, REID INVESTMENTS LTD., 1852512 ALBERTA LTD., and REID CAPITAL CORP. (collectively, **Reid Built**); **AND UPON HAVING READ** the Consent Receivership Order dated November 2, 2017 (the **Receivership Order**) and the Sixth Report of the Receiver dated May 9, 2018, (**Sixth Report**); **AND UPON HEARING** counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON** having read the pleadings, proceedings, orders and other materials filed in this action;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APRIL 11, 2018, LIEN HOLDBACK RELEASE AND DISTRIBUTION AUTHORIZED

2. The Sale Approval and Vesting Orders related to Reid Built owned properties being titled, respectively, the "Prairie Pipe Sales Ltd. Transaction", "Homexx Transaction", "Grimsdale Transaction", "Adnan Hammoud Transaction", "Nevada Trucking Limited Transaction", "2014695 Alberta Ltd. o/a Streetview Homes Transaction", "2103908 Alberta Ltd. Transaction", "Pacesetter Homes Ltd. Transaction" (for clarity, only with respect to Reid Built properties), and "2072604 Alberta Ltd. Transaction" (for clarity, only with respect to Reid Built properties), are hereby amended so as to remove any obligation for the Receiver to hold-back from any sales proceeds any security for builders' liens claims registered against Reid Built properties which are subordinate to claims asserted by secured lenders or other secured creditors (the **Released Funds**).
3. The Receiver is hereby authorized to distribute the Released Funds to any valid prior registered secured creditors in accordance with the administration of the receivership estate.

J.C. C.Q.B.A