

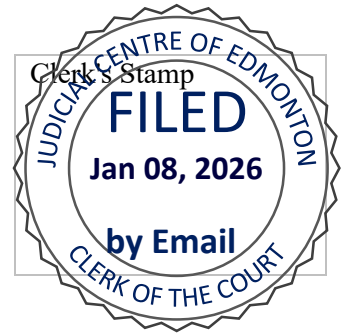
COURT FILE NUMBER 2503 11512

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANTS 2358573 ALBERTA LTD., 2004736 ALBERTA LTD., 2004736 ALBERTA LTD. operating as CATCH OF THE WEEK, THOMAS YOK CHEUNG CHIU also known as THOMAS CHIU, ALLAN YOK LEN CHIU also known as ALLAN CHIU, MICHELLE HONG XIA TIAN also known as MICHELLE TIAN, and LUC GUY NOEL also known as LUC NOEL



KMP Ent

DOCUMENT **APPROVAL AND VESTING ORDER**
(Sale by Receiver)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Witten LLP
Barristers & Solicitors
Suite 2500, Canadian Western Bank Place
10303 Jasper Avenue
Edmonton, AB T5J 3N6
Solicitors for D. Manning & Associates Inc. in its
capacity as Receiver of 2358573 Alberta Ltd.

ATTN: Bren R. Cargill
FILE: 135976.2/BRC
PHONE: (780) 428-0501
FAX: (780) 429-2559

DATE ON WHICH ORDER WAS PRONOUNCED: December 8, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Law Courts, Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: L. K. Harris

UPON THE APPLICATION by D. Manning & Associates Inc. in its capacity as the Court-appointed **receiver and manager** (the “**Receiver**”) of the undertakings, property and assets of **2358573 Alberta Ltd.** (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and **2035818 Alberta**

Inc. (the “**Purchaser**”) dated **October 15, 2025** and appended to the First Report of the Receiver dated **November 24, 2025** (the “**Report**”), and vesting in the Purchaser (or its nominee) the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

AND UPON HAVING READ the Receivership Order dated **August 25, 2025** (the “**Receivership Order**”), the Report, the Supplemental Receiver’s First Report (the “**Supplemental Report**”), the Confidential Supplement to the Receiver’s First Report (the “**Confidential Supplement**”), the Second Confidential Supplement to the Receiver’s First Report (the “**Second Confidential Supplement**”), the Brief of the Receiver dated November 28, 2025 and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, Business Development Bank of Canada and other interested persons, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF ACTIVITIES

2. The Receiver’s activities as set out in the Receiver’s First Report, Supplemental Report, Confidential Supplement and Second Confidential Supplement are hereby ratified and approved.

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

4. Upon the Purchaser paying to the Receiver the net sales proceeds together with an accounting of same and upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially

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

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in Schedule “C” hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule “D” (collectively, “Permitted Encumbrances”))

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

5. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “Governmental Authorities”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles (“Land Titles Registrar”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificate of Title No. 212 226 204 for those lands and premises municipally described as 5036 – 106 Avenue, Edmonton, Alberta, and legally described as:

DESCRIPTIVE PLAN 1821688

BLOCK 30

LOT 41

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.838 HECTARES (2.07 ACRES) MORE OR LESS
(the "Lands")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 2035818 Alberta Inc.;
- (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
- (iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands.

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
8. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles 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. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
10. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
11. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12. The Purchaser (or its nominee) 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 Debtor, or any person claiming by, through or against the Debtor.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

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

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

applicable federal or provincial legislation.

17. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
19. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: <https://manning-trustee.com/2358573-alberta-ltd>

and service on any other person is hereby dispensed with.
20. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

Schedule “A”**Form of Receiver’s Certificate**

COURT FILE NUMBER	2503 11512
COURT	COURT OF KING’S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BUSINESS DEVELOPMENT BANK OF CANADA
DEFENDANTS	2358573 ALBERTA LTD., 2004736 ALBERTA LTD., 2004736 ALBERTA LTD. operating as CATCH OF THE WEEK, THOMAS YOK CHEUNG CHIU also known as THOMAS CHIU, ALLAN YOK LEN CHIU also known as ALLAN CHIU, MICHELLE HONG XIA TIAN also known as MICHELLE TIAN, and LUC GUY NOEL also known as LUC NOEL
DOCUMENT	RECEIVER’S CERTIFICATE

Clerk's Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Witten LLP

Barristers & Solicitors
Suite 2500, Canadian Western Bank Place
10303 Jasper Avenue
Edmonton, AB T5J 3N6
Solicitors for D. Manning & Associates Inc. in its
capacity as Receiver of 2358573 Alberta Ltd.

ATTN: Bren R. Cargill
FILE: 135976.2/BRC
PHONE: (780) 428-0501
FAX: (780) 429-2559

RECITALS

- A. Pursuant to an Order of the Honourable Justice **M. E. Burns** of the Court of King’s Bench of Alberta, Judicial District of Edmonton (the “Court”) dated **August 25, 2025**, **D. Manning & Associates Inc.** was appointed as the receiver (the “Receiver”) of the undertakings, property and assets of **2358573 Alberta Ltd.** (the “Debtor”).

- B. Pursuant to an Order of the Court dated **December 8, 2025**, the Court approved the agreement of purchase and sale made as of **October 15, 2025** (the “Sale Agreement”) between the Receiver and **2035818 Alberta Inc.** (the “Purchaser”) and provided for the vesting in the Purchaser of the Debtor’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 section 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, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) 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 section 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); 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].

D. Manning & Associates Inc., in its capacity as Receiver of the undertakings, property and assets of 2358573 Alberta Ltd., and not in its personal capacity.

Per; _____

Name:

Title:

SCHEDULE “B”

All of 2358573 Alberta Ltd.’s right, title and interest in and to the lands legally described as:

DESCRIPTIVE PLAN 1821688
 BLOCK 30
 LOT 41
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 0.838 HECTARES (2.07 ACRES) MORE OR LESS
 (the “Lands”)

-and-

All of 2358573 Alberta Ltd.’s present and after acquired personal property located on the Lands.

-and-

All of 2358573 Alberta Ltd.’s right, title and interest in and to the lease agreements with the following:

- Bloom Cookie Co. Ltd.: dated April 15, 2023;
- 2004736 Alberta Ltd.: dated June 1, 2022;
- All Care Pharmacy Service Ltd.: dated March 1, 2022;
- Ottewell Daycare/OSC Ltd.: dated May 28, 2014, as amended and extended;
- On Point Barber Shop Ltd.: dated September 1, 2024;
- Outfront Media Canada L.P. through its General Partner Outfront Media Canada GP Co.: dated December 15, 2023;
- 1063378 Alberta Ltd.: dated October 1, 2023.

SCHEDULE "C"

Mortgage – Instrument Number 212 226 205

Caveat – Instrument Number 212 226 206

SCHEDULE “D”

Utility Right of Way – Instrument Number 1741LH

Utility Right of Way – Instrument Number 1742LH

Caveat - Instrument Number 032 405 999

Caveat - Instrument Number 252 009 263