

COURT FILE NUMBER 2001-07332
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF SERVUS CREDIT UNION LTD.
DEFENDANTS 1609715 ALBERTA LTD., operating as
HAMPTON INN & SUITES AIRDRIE, JOTCO
CAPITAL CORP., JARR CAPITAL LTD., and
RP2 DEVELOPMENTS INC.



IN THE MATTER OF THE RECEIVERSHIP OF
1609715 ALBERTA LTD., OPERATING AS
HAMPTON INN & SUITES AIRDRIE

APPLICANT MNP LTD., in its capacity as Court-appointed
receiver and manager of 1609715 Alberta Ltd.

DOCUMENT **ORDER FOR FINAL DISTRIBUTION,
APPROVAL OF RECEIVER'S FEES AND
DISBURSEMENTS, APPROVAL OF
RECEIVER'S ACTIVITIES AND DISCHARGE
OF RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **NORTON ROSE FULBRIGHT LLP**
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Counsel for MNP Ltd. in its capacity as Court-appointed receiver and
manager of 1609715 Alberta Ltd.

DATE ON WHICH ORDER WAS PRONOUNCED: APRIL 12, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.E.C.
Romaine**

UPON THE APPLICATION of MNP LTD., in its capacity as the Court-appointed receiver
and manager (the **Receiver**) of the undertakings, property and assets of 1609715 Alberta Ltd.,

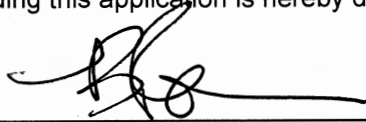
operating as Hampton Inn & Suites Airdrie (the **Debtor**) for an order approving the sale transaction (the **Transaction**) contemplated by an Offer to Purchase and Agreement between the Receiver and Rocky View Foundation (the **Purchaser**) accepted November 6, 2020 and amended by a Revival, Waiver and Amending Agreement dated March 11, 2021 (the **Sale Agreement**) and described in the Second Report of the Receiver dated April 5, 2021 (the **Report**);

AND UPON HAVING READ the Receivership Order dated June 16, 2020 and amended by an order dated November 26, 2020 (together, the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver, and other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

IT IS ORDERED THAT:

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.
2. Subject to further order of this Court, the Confidential Supplement to the Report of the Receiver shall be filed in an envelope, which will be marked as "SEALED PURSUANT TO COURT ORDER – NOT TO BE OPENED WITHOUT PRIOR ORDER OF THIS COURT" which shall be maintained as sealed, confidential and not forming part of the public record, provided that the same shall be unsealed and placed on the Court upon the closing of the Transaction.
3. The Receiver's accounts for fees and disbursements, as set out in the Report are hereby approved without the necessity of a formal passing of its accounts.
4. The accounts of the Receiver's legal counsel Norton Rose Fulbright LLP, for its fees and disbursements, as set out in the Report are hereby approved without the necessity of a formal assessment of its accounts.
5. The Receiver's activities as set out in the Report and in all of its other reports filed herein, and the Statement of Receipts and Disbursements as attached to the Report, are hereby ratified and approved.
6. The Receiver is hereby authorized and directed to distribute the net proceeds from the sale of the Debtor's assets to the Plaintiff in the manner set out and described in the Report.

7. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
8. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
9. Upon the filing of the Receiver's Certificate certifying that all outstanding administrative matters as set forth in the Report have been completed, the Receiver shall be discharged as Receiver of the Debtor, provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.
10. Service of this Order is deemed good and sufficient by serving the same only upon those interested parties attending or represented at the within application for this Order; 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.
11. Service of this Order on any party not attending this application is hereby dispensed with.



J.C.Q.B.A