

COURT FILE NO. 2101-02280
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP
OF PEOPLE EXPRESS TRANSPORT LTD.

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed receiver and manager
of the assets, undertakings and properties of
PEOPLE EXPRESS TRANSPORT LTD.

DOCUMENT **APPLICATION**
(Approval and Vesting Order, Approval of
Final Distribution, Receiver's Actions,
Conduct and Fees, Restricted Court Access
Order, and Discharge Order)

ADDRESS FOR SERVICE AND CONTACT
Torys LLP
4600 Eighth Avenue Place East
INFORMATION OF PARTY 525 - Eighth Ave SW
FILING THIS DOCUMENT Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

NOTICE TO RESPONDENT(S):

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: Tuesday, July 19, 2022
Time: 10:00 a.m.
Where: Calgary Courts Centre, via WebEx videoconference
Before Whom: The Honourable Madam Justice A.D. Grosse

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. An Approval and Vesting Order in substantially the same form as that attached as Schedule “A” to this Application, granting the following relief and directions:
 - 1.1 abridging, if necessary, the time for service of this Application and deeming service good and sufficient;
 - 1.2 authorizing, approving and ratifying the sale transaction of certain assets (the “**Purchased Assets**”) between Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain of the assets, undertakings and properties (collectively, the “**Property**”) of People Express Transport Ltd. (the “**Debtor**”), and Gurbaj Sandhu, Charanpreet Brar and Gurpreet Brar (collectively, the “**Purchaser**”), as described in the Fourth Report of the Receiver, filed July 11, 2022 (the “**Receiver’s Fourth Report**”);
 - 1.3 authorizing and directing the Receiver to take such steps and execute all such deeds, documents and instruments as may be reasonably necessary to consummate the transaction as contemplated with the Purchaser (collectively, the “**Transaction**”);
 - 1.4 vesting the Debtor’s right, title and interest, in and to the Purchased Assets (as described and defined in the proposed form of Approval and Vesting Order) to be sold to the Purchaser;
 - 1.5 authorizing and directing the Receiver to deliver to the Purchaser, at the closing of the Transaction, any instruments of transfer of the Purchased Assets, signed by the Receiver, along with the conveyances necessary to convey title of the Purchased Assets to the Purchaser;
 - 1.6 granting leave to the Receiver to apply or reapply to this or any court or administrative body in any province of Canada for advice, assistance and directions as may be necessary to carry out the terms of the Order sought.
2. An Order, in substantially the form of the proposed Order attached hereto as Schedule “B” (the “**Restricted Court Access Order**”) to this Application, directing the sealing of the Receiver’s Third Confidential Supplemental Report dated July 11, 2022 (the “**Third Confidential Supplemental Report**”) in accordance with Part 6, Division 4 of the *Alberta Rules of Court*.

3. A Discharge Order in substantially the same form as that attached as Schedule “C” to this Application, granting the following relief and directions:
 - 3.1 authorizing and directing the Receiver to make a distribution to the Royal Bank of Canada (“RBC”), from the net sale proceeds derived from the closing of the Transaction, as set out and described in the Receiver’s Fourth Report;
 - 3.2 approving the Receiver’s actions and those of its legal counsel to date;
 - 3.3 approving the previously undertaken and proposed go-forward actions, activities and conduct of the Receiver, and the professional fees and disbursements of the Receiver for the period of October 1, 2021 to June 30, 2022 and the Receiver’s legal counsel, Torys LLP, for the period of October 1, 2021 to May 31, 2022 and as summarized in the Receiver’s Fourth Report; and
 - 3.4 discharging A&M as Receiver of the Property, upon the conclusion of the remaining specified and administrative duties as described in the Receiver’s Fourth Report; and
 - 3.5 granting leave to the Receiver to apply to this Court for advice and directions as may be necessary to carry out the terms of the Order sought.
4. Such further and other relief, advice and directions as counsel may advise and this Honourable Court may deem just and appropriate.

Grounds for making this Application:

5. On April 22, 2021, following the Application of RBC, A&M was appointed as Receiver over the Property of the Debtor, by Order of the Honourable Madam Justice L.B. Ho (the “**Consent Receivership Order**”).

i. Approval and Vesting Order

6. Pursuant to the terms of the Consent Receivership Order, and in particular subparagraph 3(k) thereof, the Receiver is empowered and authorized to market any or all of the Debtor’s Property, including advertising and soliciting offers in respect of the Debtor’s Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
7. Pursuant to subparagraph 3(l) of the Consent Receivership Order, the Receiver is empowered and authorized to sell, convey, transfer, lease or assign the Debtor’s Property or any part or parts thereof

out of the ordinary course of business, with or without approval of the Court, dependent on whether certain monetary thresholds are met.

8. The Receiver has entered into an asset purchase agreement (the “**Sale Agreement**”) for sale of the Purchased Assets to the Purchaser, which is subject to the approval of this Honourable Court.
9. The Receiver has made efforts to obtain the best price for the Purchased Assets in the circumstances.
10. The sale of the Purchased Assets described in the Receiver’s Fourth Report is just, appropriate and in the best interest of the administration of the Debtor’s receivership estate and the stakeholders affected thereby.
11. The terms as set out in the proposed form of the Approval and Vesting Order attached hereto as Schedule “A” are necessary to effect the sale of the Purchased Assets as contemplated by the Receiver and the Purchaser.
12. RBC, as lender, supports the proposed sale to the Purchaser.

ii. Approval of Actions, Conduct and Fees

13. The efforts of the Receiver in relation to the matters discussed and more particularly set out in the Receiver’s Fourth Report, including, without limitation, in relation to the Receiver’s efforts made in connection with the negotiation and finalization of the Sale Agreement, making distributions to creditors and finalizing the administration of the estate, have been or will be duly undertaken as part of the Receiver’s Court-ordered mandate in these proceedings.
14. All of the actions and conduct in respect of the fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceedings as reported in the Receiver’s Fourth Report are reasonable and necessary, and have been validly undertaken and incurred in connection with the conduct of the Receiver’s obligations herein in relation to the Property.

iii. Restricted Court Access Order

15. The Third Confidential Supplemental Report contains matters of a sensitive commercial nature, including, *inter alia*, the deposit and information concerning the purchase price in respect of the sale of the Purchased Assets of the Debtor, and the purchase price analysis (the “**Confidential Information**”).

16. The publication or dissemination of the Confidential Information could result in harm to the sale of the Purchased Assets of the Debtor, should the Transaction not close, and may be highly prejudicial to the receivership estate.
17. The Restricted Court Access Order being sought is the least restrictive and prejudicial alternative to prevent the dissemination of the commercially sensitive Confidential Information, such that it is fair and just in the circumstances to restrict public access to the Confidential Information.
18. Counsel to the Receiver completed and submitted a Notice to Media of Application to Restrict Access, in respect of the Restricted Court Access Order being sought.
19. The terms as set out in the proposed form of Restricted Court Access Order attached hereto as **Error! Reference source not found.** are necessary to effect the sealing of the Third Confidential Supplemental Report.

iv. Discharge Order

20. The Receiver has now completed, or is about to complete, all aspects concerning the administration of the within receivership proceedings.
21. There are certain funds remaining in the receivership estate, which the Receiver intends on using to pay outstanding obligations of the receivership estate and the estimated costs to complete the administration of the estate.
22. The proposed distribution of remaining funds as set out in the Receiver's Fourth Report, which includes the payment of the balance of net sale proceeds to RBC, is just and appropriate.is necessary.
23. All of the actions in respect of the fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceedings are reasonable, have been validly incurred in connection with the conduct of the Receiver's obligations herein, and have now been or are about to be completed.
24. The Receiver is not aware of any reason that it should be required for any further purposes herein, and should be discharged as Receiver of the Property upon the conclusion of the remaining specified and other administrative duties as described in the Receiver's Fourth Report.
25. The discharge of the Receiver as proposed is just, appropriate and in the best interest of the administration of the receivership estate and the stakeholders affected thereby.

26. The terms as set out in the proposed form of Discharge Order attached hereto as Schedule “C” are necessary to effect the discharge of the Receiver.
27. RBC, as lender, supports the discharge of the Receiver on the terms proposed.

v. *Miscellaneous*

28. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

29. All pleadings, proceedings and other materials filed in the within action, including the Consent Receivership Order.
30. The Receiver’s Fourth Report.
31. The Third Confidential Supplemental Report
32. The proposed forms of Orders attached as Schedule “A”, Schedule “B”, and Schedule “C” to this Application.
33. Notice to Media of Application to Restrict Access.
34. The inherent jurisdiction of this Honourable Court to control its own process.
35. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

36. Part 6, Division 7, and in particular Rules 1.3, 3.2, 6.3(1), 6.47(e) and (f), 6.9(1)(b), 11.27, 11.29, 13.5, 6.29, and Part 6, Division 4 and in particular Rule 6.28(b) and the *Bankruptcy and Insolvency General Rules*, CRC 1985, c 368, as amended, and in particular Rule 11 thereof and such further and other Rules as counsel may advise and that this Honourable Court may permit.

Applicable Acts and Regulations:

37. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, the *Judicature Act*, RSA 2000, c J-2, as amended, and such further and other Rules, Acts and Regulations as counsel may advise and that this Honourable Court may permit.

Any irregularity complained of or objection relied on:

38. None.

How the Application is proposed to be heard or considered:

39. Oral submissions by counsel at an Application in Commercial List Justice Chambers as agreed and scheduled by counsel, before the Honourable Madam Justice A.D. Grosse, at the Calgary Courts Centre, on Tuesday, July 19, 2022 at 10:00 a.m. or as soon thereafter as counsel may be heard, via WebEx videoconference.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

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 rely on an affidavit or other evidence when the Application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"
APPROVAL AND VESTING ORDER

(see attached)

COURT FILE NO. 2101-02280
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP
OF PEOPLE EXPRESS TRANSPORT LTD.

PLAINTIFF ROYAL BANK OF CANADA
DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed receiver and manager
of the assets, undertakings and properties of
PEOPLE EXPRESS TRANSPORT LTD.

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

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

DATE UPON WHICH ORDER WAS PRONOUNCED: July 19, 2022
LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice A.D. Grosse

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of People Express Transport Ltd. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an asset purchase agreement (the “**Sale Agreement**”) between the Receiver and Gurbaj Sandhu, Charanpreet Brar and Gurpreet Brar (collectively, the “**Purchaser**”) dated June 20, 2022 and appended to the Fourth Report of the Receiver dated July 11, 2022 (the “**Receiver's Fourth Report**”), in respect of the real property located at the premises with the following legal description: Plan 9211841 Block 6 Lot 9, excepting thereout all mines and minerals, Alberta (the “**Lands**”), and vesting in the Purchaser the right, title and interest

of the Debtor in and to the Lands and the other assets described in the Sale Agreement (the “**Purchased Assets**”);

AND UPON HAVING READ the Consent Receivership Order dated April 22, 2021 (the “**Consent Receivership Order**”), the Receiver’s Fourth Report, the Third Confidential Supplemental Report of the Receiver dated July 11, 2022 and the Affidavit of Service of Laurie Katona (the “**Affidavit of Service**”) **[, to be filed]**; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application; **AND UPON NOTING** the advice of counsel for the Receiver that there existed no opposition from any of the interested or affected parties to this Application following service of the Application materials noted herein; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, 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 the time for service of this Application is abridged to that actually given.

APPROVAL OF PROPERTY TRANSACTION

2. The Transaction relating to the Lands, which are legally described as:

Plan 9211841
Block 6
Lot 9
Excepting thereout all mines and minerals

is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, and is deemed to be commercially reasonable and in the best interests of the receivership estate and the stakeholders affected thereby, with such minor amendments as the Receiver may deem necessary and as may be agreed upon by the Receiver and the Purchaser. The Receiver is hereby authorized and directed, subject to the terms and conditions of this Order and the Sale Agreement, 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 by the Receiver of a Receiver's certificate to the Purchaser substantially in the form set out in Error! Reference source not found. hereto (the "**Receiver's Closing Certificate**") confirming the closing of the Transaction contemplated by the Sale Agreement, all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement attached as Appendix "A" to the Receiver's Fourth Report shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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, the "**Claims**", which term shall explicitly not include the Permitted Encumbrances (as defined below)) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Consent Receivership Order; and
- (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; and,

for greater certainty, this Court orders that all of the Claims, other than the permitted encumbrances described in the Sale Agreement (including, without limitation, those set forth in Error! Reference source not found. thereto) and listed on **Schedule "B"** hereto (the "**Permitted Encumbrances**"), affecting or relating to the Lands are hereby expunged, discharged and terminated as against the Lands.

4. Upon the delivery of the Receiver's Closing Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar under the *Land Titles Act* (Alberta), and all other applicable government ministries and authorities in Alberta, exercising jurisdiction with respect to or over the Lands (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested and directed to (in each case as applicable):

- (a) enter the Purchaser as the owner of the Lands;
- (b) cancel the existing Certificate of Title to the Lands and issue a new Certificate of Title for the Lands, in the name of the Purchaser;

- (c) cancel, delete or expunge from the existing title documents concerning the Lands all applicable Claims, including all Claims and any related encumbrances other than the Permitted Encumbrances;
- (d) register such transfers, discharge statements, or conveyances, as may be required to convey clear title to the Lands to the Purchaser, subject only to the Permitted Encumbrances; and
- (e) discharge and expunge the following encumbrance:

211 137 020 16/07/2021 ORDER
IN FAVOUR OF - ALVAREZ & MARSAL CANADA INC.
BOW VALLEY SQUARE 4
SUITE 1110, 250-6 AVE SW
CALGARY
ALBERTA T2P3H7
AGAINST - PEOPLE EXPRESS TRANSPORT LTD.

- 5. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered and the steps set out in paragraph 4 shall be carried out by the applicable Registrar and/or Governmental Authorities notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7 (Alberta) and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

CLOSING OF THE SALE TRANSACTION

- 6. The closing of the Transaction shall be affected in accordance with the terms of the Sale Agreement and such amendments to the Sale Agreement as may be agreed to in writing between the Purchaser and the Receiver.
- 7. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Closing 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. 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.

8. The Purchaser shall not, by virtue of the completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
9. 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.
10. 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 Debtor, or any person claiming by or through or against the Debtor.
11. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
12. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate, forthwith after delivery thereof to the Purchaser.

MISCELLANEOUS MATTERS

13. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**") (Canada) 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 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.

14. The Receiver, the Purchaser 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.
15. 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
16. 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://www.alvarezandmarsal.com/content/people-express-transport-ltd-court-order>and service on any other person is hereby dispensed with.

17. 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 Queen's Bench of Alberta

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

COURT FILE NO. 2101-02280

COURT COURT OF QUEEN’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk’s Stamp

IN THE MATTER OF THE RECEIVERSHIP
OF PEOPLE EXPRESS TRANSPORT LTD.

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed receiver and manager
of the assets, undertakings and properties of
PEOPLE EXPRESS TRANSPORT LTD.

DOCUMENT **RECEIVER’S CLOSING CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice L.B. Ho of the Court of Queen’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated April 22, 2021, Alvarez & Marsal Canada Inc. was appointed as the receiver and manager (the “**Receiver**”) of the undertakings, property and assets of People Express Transport Ltd. (the “**Debtor**”), and the Receiver was tasked with amongst other things, identifying, securing, arranging for sale and monetizing the assets, undertakings and properties of the Debtor.
- B. Pursuant to an Order of the Court dated July 19, 2022 granted by The Honourable Madam Justice A.D. Grosse, the Court approved the asset purchase agreement dated June 20, 2022 (the “**Sale**”

Agreement”) between the Receiver, and Gurbaj Sandhu, Charanpreet Brar and Gurpreet Brar (collectively, the “**Purchaser**”), and provided, *inter alia*, for the vesting in the Purchaser of the right, title and interest of the Debtor (if any) 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 the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; 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 the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at _____ (insert time) on _____ (insert date).

Alvarez & Marsal Canada Inc., in its capacity as Receiver of the undertakings, property and assets of People Express Transport Ltd., and not in its personal capacity

Per: _____
Name: Cassie Riglin
Title: Senior Vice President

Schedule "B"

Permitted Encumbrances

** Capitalized terms herein have the meaning set forth in the Sale Agreement, and include, without limitation, the following:*

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
921 239 247	24/09/1992	RESTRICTIVE COVENANT
161 113 569	16/05/2016	MORTGAGE MORTGAGEE – CANADIAN IMPERIAL BANK OF COMMERCE. 1745 WEST 8 TH AVENUE, LEVEL B1 VANCOUVER BRITISH COLUMBIA V6J 4T3 ORIGINAL PRINCIPAL AMOUNT: \$264,000

SCHEDULE “B”
RESTRICTED COURT ACCESS ORDER

(see attached)

COURT FILE NO. 2101-02280
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP
OF PEOPLE EXPRESS TRANSPORT LTD.

PLAINTIFF ROYAL BANK OF CANADA
DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed receiver and manager
of the assets, undertakings and properties of
PEOPLE EXPRESS TRANSPORT LTD.

DOCUMENT **RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT
Torys LLP
4600 Eighth Avenue Place East
INFORMATION OF PARTY 525 - Eighth Ave SW
FILING THIS DOCUMENT Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

DATE ON WHICH ORDER WAS PRONOUNCED: July 19, 2022
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice A.D. Grosse
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of People Express Transport Ltd. for amongst other things, a restricted court access order, as described and discussed in the Fourth Report of the Receiver filed July 11, 2022 (the “**Fourth Report**”); **AND UPON HAVING READ** the Consent Receivership Order dated April 22, 2021, the Fourth Report, the Third Confidential Supplemental Report of the Receiver dated July 11, 2022 (the “**Third Confidential Supplemental Report**”), to be filed, the Affidavit of Service of Laurie Katona (the “**Affidavit of Service**”), and any other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of counsel for the Receiver,

and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Third Confidential Supplemental Report shall be treated as confidential, sealed and not form part of the public record, and shall be inserted in a sealed envelope which shall be clearly marked:

“THIS ENVELOPE CONTAINS THE THIRD CONFIDENTIAL SUPPLEMENTAL REPORT OF ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF PEOPLE EXPRESS TRANSPORT LTD., WHICH IS SEALED PURSUANT TO COURT ORDER, IS NOT TO BE OPENED, AND IS NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE WITHOUT PRIOR AUTHORITY FROM THE HONOURABLE MADAM JUSTICE A.D. GROSSE OR ANY OTHER JUSTICE OF THE COURT OF QUEEN’S BENCH”.

2. The Third Confidential Supplemental Report of the Receiver may be filed with the Court after the discharge of the Receiver in connection with the subject receivership proceedings.
3. Any party may apply to set aside this Order upon providing the Plaintiff and all interested parties with five days’ notice of such application and it will be unsealed in any event 360 days following the closing of the transaction(s) in respect of the real property located at the premises with the following legal description: Plan 9211841 Block 6 Lot 9.
4. Service of the 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 the time for service of this Application is abridged to that actually given.
5. No other persons are entitled to be served with a copy of this Order.
6. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

Justice of the Court of Queen’s Bench of Alberta

C-1

**SCHEDULE “C”
DISCHARGE ORDER**

(see attached)

COURT FILE NO. 2101-02280
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP
OF PEOPLE EXPRESS TRANSPORT LTD.

PLAINTIFF ROYAL BANK OF CANADA
DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed receiver and manager
of the assets, undertakings and properties of
PEOPLE EXPRESS TRANSPORT LTD.

DOCUMENT **ORDER (Final Distribution, Approval of
Receiver's Fees, Disbursements, and
Activities and Discharge of Receiver)**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

DATE UPON WHICH ORDER WAS PRONOUNCED: July 19, 2022
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice A.D. Grosse
LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of People Express Transport Ltd. (the “**Debtor**”) for an Order for the final distribution of proceeds, approval of the Receiver's

fees and disbursements, approval of the Receiver's activities and discharge of the Receiver; **AND UPON HAVING READ** the Consent Receivership Order dated April 22, 2021, the Fourth Report of the Receiver dated July 11, 2022, the Third Confidential Supplemental Report of the Receiver dated July 11, 2022 and the Affidavit of Service of Laurie Katona (the "**Affidavit of Service**")[, to be filed]; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for Royal Bank of Canada ("**RBC**"), and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service; **AND UPON** being satisfied that it is appropriate to do so:

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.

DISTRIBUTION OF FUNDS

2. The Receiver is authorized and directed to make a final distribution of funds, to RBC, as proposed in paragraph 47 of the Receiver's Fourth Report.

DISCHARGE OF THE RECEIVER

3. The Receiver is hereby authorized to have all of the Debtor's remaining books and records destroyed 30 days after the filing of this Order, unless a former director or officer of the Debtor makes arrangements with the Receiver to physically take possession of the books and records, at their sole cost and expense, prior to the 30 days elapsing.
4. The Receiver's accounts for fees and disbursements, as set out in the Receiver's Fourth Report and other reports filed herein are hereby approved without the necessity of a formal passing of its accounts.

5. The accounts of the Receiver's legal counsel, Torys LLP, for its fees and disbursements, as set out in the Receiver's Fourth Report and other reports filed herein are hereby approved without the necessity of a formal assessment of those accounts.
6. The Receiver is hereby authorized to pay any remaining professional fees up to the discharge of the Receiver, particulars of which are set out in the Receiver's Fourth Report.
7. The Receiver's activities as set out in the Receiver's Fourth Report and any other reports filed herein, and the Statement of Receipts and Disbursements as attached to the Receiver's Fourth Report, are hereby ratified and approved.
8. 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.
9. No action or other proceeding 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 the Court may direct.
10. Upon the Receiver filing with the Clerk of the Court a sworn Affidavit (the "**Discharge Affidavit**") of a licensed Trustee employed by the Receiver, substantially in the form attached hereto as Schedule "A", confirming that:
 - (a) the matters set out in paragraph 2 of this Order have been completed; and
 - (b) all other minor administrative tasks required of the Receiver have been taken,

then 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.

MISCELLANEOUS

11. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to, and in carrying out the terms of, this Order.
12. 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.
13. Service of this Order on any party not attending this Application is hereby dispensed with.

Justice of the Court of Queen's Bench of Alberta

Schedule “A”

COURT FILE NO.	2101-02280
COURT	COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF THE RECEIVERSHIP OF PEOPLE EXPRESS TRANSPORT LTD.
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANT	PEOPLE EXPRESS TRANSPORT LTD.
APPLICANT	ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed receiver and manager of the assets, undertakings and properties of PEOPLE EXPRESS TRANSPORT LTD.
DOCUMENT	AFFIDAVIT (Confirming Discharge of Receiver)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Torys LLP 4600 Eighth Avenue Place East 525 - Eighth Ave SW Calgary, AB T2P 1G1

Clerk’s Stamp

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

AFFIDAVIT OF CASSIE RIGLIN
Sworn on ■, 2022

I, Cassie Riglin, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a Licenced Insolvency Trustee, and a Senior Vice President with Alvarez & Marsal Canada Inc., which is the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of People Express Transport Ltd. (the “**Debtor**”).

2. Pursuant to the Order granted by the Honourable Madam Justice L.B. Ho of the Court of Queen's Bench of Alberta (the "**Court**") dated April 22, 2021, Alvarez & Marsal Canada Inc. was appointed as the Receiver over the assets, undertakings and properties of the Debtor.
3. Pursuant to an Order (Final Distribution, Approval of Receiver's Fees, Disbursements, and Activities and Discharge of Receiver) granted by Madam Justice A.D. Grosse dated July 19, 2022 (the "**Discharge Order**"), the Court approved the discharge of the Receiver, subject to the filing an Affidavit in the within form confirming that the Receiver had completed certain other administrative activities required to complete its administration of the Debtors' receivership proceedings.
4. This will confirm that the Receiver has completed all other activities required to complete its administration of the Debtors' receivership proceedings, including, without limitation, all matters set out in paragraph 2 of the Discharge Order and the Receiver's Fourth Report.
5. I make this Affidavit further to the requirements of the Discharge Order, and understand that upon the filing of this Affidavit, Alvarez & Marsal Canada Inc. will be fully and finally discharged from its capacity as the Receiver of the Debtor.
6. I make this Affidavit for no other or improper purpose.

SWORN before me at the City of)
 Calgary, in the Province of Alberta,)
 this ____ day of _____, 2022)

 A Commissioner for Oaths in and)
 for the Province of Alberta)

 Name: Cassie Riglin, LIT