

Clerk's Stamp:

COURT FILE NUMBER 2503 06252

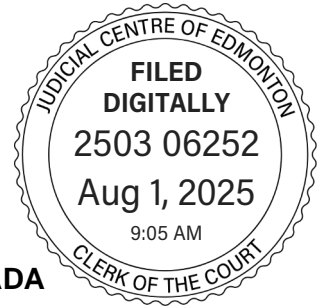
COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANT **MAHINDRA INVESTMENTS (AB) LTD.,
MAHINDRA JEWELLERS (AB) LTD., SURREY
GOLD JEWELLERS (AB) LTD. and
BLUEWATER (786) CONTRACTORS LTD.
DOCUMENT APPLICATION (SALE APPROVAL AND
VESTING ORDER, SEALING ORDER AND
APPROVAL OF RECEIVER'S ACTIVITIES)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Tom Gusa
Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7219 Fx. (780) 423-7276
File No.: 542874-26



NOTICE TO 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	August 14, 2025
Time	2:00 p.m.
Where	Virtual Courtroom 86 Edmonton Law Courts Building 1A Sir Winston Churchill Square Edmonton, Alberta
Before Whom	The Honourable Justice G.S. Dunlop

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

Remedy claimed or sought:

1. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Second Report (the "**Second Report**") dated July 31, 2025 of BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver (the "**Receiver**") of Mahindra Investments (AB) Ltd. ("**Investments**") and Mahindra Jewellers (AB) Ltd. ("**Jewellers**", and together with Investments are collectively, the "**Debtors**").
2. An abridgement of the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient.
3. An Order substantially in the form attached hereto as **Schedule "A"**, granting the following relief, among other things:
 - a. approving the steps taken by the Receiver to negotiate and enter into the Sale Agreement (defined below);
 - b. vesting of the Condo Units (defined below) to the Purchaser (defined below) free and clear of all claims, pursuant to the terms of the Purchase and Sale Agreement (defined below), and approving the Condo Transaction (defined below);
 - c. authorizing the Receiver to conclude the Condo Transaction and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein; and
 - d. declaring that, upon closing of the Condo Transaction all of Investments' right, title and interest, in and to the Condo Units shall, without further instrument or transfer or assignment, vest in the Purchaser free and clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of Investments.
4. An Order substantially in the form attached hereto as **Schedule "B"**, granting the following relief, among other things:
 - a. approving the steps taken by the Receiver to negotiate and enter into the Bonhams Agreement (defined below);
 - b. vesting of the Bonhams Assets (defined below) to any purchaser of any item that makes up the Bonhams Assets free and clear of all claims, pursuant to the terms of the Bonhams Agreement (defined below), and approving the Bonhams Transaction (defined below);

- c. authorizing the Receiver to conclude the Bonhams Transaction and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein; and
 - d. declaring that, upon the sale by Bonhams of any one item that makes up the Bonhams Assets that all of Jewellers' right, title and interest, in and to that item shall, without further instrument or transfer or assignment, vest in the purchaser of that item free and clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of Jewellers.
5. An Order substantially in the form attached hereto as **Schedule "C"**, granting the following relief, among other things:
- a. deeming the Abandoned Jewellery (defined below) to be an asset of Jewellers;
 - b. approving the steps taken by the Receiver to negotiate and enter into the Guardian Agreement (defined below);
 - c. vesting of the Guardian Assets (defined below) to Guardian free and clear of all claims, pursuant to the terms of the Guardian Agreement (defined below), and approving the Guardian Transaction (defined below);
 - d. authorizing the Receiver to conclude the Guardian Transaction and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein; and
 - e. declaring that upon the closing of the Guardian Transaction all of Jewellers' right, title and interest, in and to the Guardian Assets shall, without further instrument or transfer or assignment, vest in Guardian clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of Jewellers.
6. An Order substantially in the form attached hereto as **Schedule "D"**, granting the following relief, among other things:
- a. vesting of the Ford Unit in the Ford Purchaser (defined below) free and clear

of all claims and declaring that all of Jewellers' right, title and interest, in and to the Ford Unit shall, without further instrument or transfer or assignment, vest in the Ford Purchaser free and clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of Jewellers.

7. An Order substantially in the form attached hereto as **Schedule "E"** sealing the Confidential Supplement to the Second Report (the "**Confidential Supplement**").
8. Such further and other relief as may be sought and this Honourable Court deems just and appropriate.

Grounds for making this application:

Sale Approval

9. BDO was appointed as the Receiver of all of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and where situate, including all proceeds thereof of the Debtors pursuant to an Order granted by Justice C. Simard in this action on April 25, 2025.

The Condo Units

10. Investments is the registered owner of two adjoining commercial condominium units located in Calgary, Alberta (the "**Condo Units**").
11. An offer to purchase the Condo Units (the "**Purchase and Sale Agreement**") was presented to the Receiver from 2730496 Alberta Inc. (the "**Purchaser**") (being, the "**Condo Transaction**").
12. The Receiver is recommending acceptance of the Purchase and Sale Agreement and approval of the Condo Transaction as being in the best interest of the Investments.
13. The Plaintiff in these proceedings, the primary secured creditor of Investments, is supportive of the Condo Transaction.

The Jewellery

14. The primary assets of Jewellers are made up of gold and silver jewellery inventory (the "**Jewellery**").
15. Bonhams Canada ("**Bonhams**") presented the Receiver with a Master Consignment Agreement dated July 29, 2025 (the "**Bonhams Agreement**"), which contemplates the

auction of certain items that make up the Jewellery inventory (being the “**Bonhams Transaction**”).

16. Upon obtaining Court approval of the Bonhams Agreement and the Bonhams Transaction, the Receiver will deliver select items of the Jewellery to Bonhams for the purpose of sale (the “**Bonhams Assets**”).
17. The Receiver is in possession of thirty-two (32) items of jewellery that were located within Jewellers’ business premises at the time of its appointment, with an estimated value of \$10,000.00 (the “**Abandoned Jewellery**”).
18. The Receiver has made material efforts to identify and contact the respective owners of the Abandoned Jewellery, and following those efforts, is now of the opinion that no further items of Abandoned Jewellery will be claimed.
19. Guardian International Gold Corp. (“**Guardian**”) presented the Receiver with a Gold Purchase Agreement dated July 9, 2025 (the “**Guardian Agreement**”), which contemplates the refinement of certain items that make up the Jewellery inventory (being the “**Guardian Transaction**”).
20. Upon obtaining Court approval of the Guardian Agreement and the Guardian Transaction, the Receiver will deliver select items of the Jewellery, including the Abandoned Jewellery, to Guardian for the purpose of refinement (the “**Guardian Assets**”).
21. The Plaintiff in these proceedings, the primary secured creditor of Jewellers, is supportive of the Bonhams Transaction and the Guardian Transaction.

The Ford Unit

22. The Receiver identified a 2022 Ford F-150 leased by Jewellers (the “**Ford Unit**”), took possession of it, and sold it, by way of auction to Cargiant Motors Ltd. (the “**Ford Purchaser**”), without Court approval pursuant to its sale limits granted under paragraph 3(l)(i) of the Receivership Order granted in this Action.
23. The Receiver requires the Court’s approval to discharge any registrations made against the Ford Unit at any Personal Property Registry.
24. Ford Credit Canada Company holds a registration against the Ford Unit in the Province of British Columbia.

Sealing Order

25. The Confidential Supplement contain confidential information of a commercial nature which, if disclosed to third parties before certain of the assets subject to this application are sold, could materially jeopardize the value that the Receiver is able to obtain from a sale of these assets, and it is essential that this Honourable Court be

made aware of this information in furtherance of its task to determine whether to approve, ratify, accept and authorize the transactions.

26. It is appropriate that this Honourable Court seal the Confidential Supplement on the Court record.
27. The Second Report sets out the activities of the Receiver and sets out the Receiver's manner of dealing with the Receivership. The Receiver seeks the approval of the Court for its activities set out in the Second Report.
28. Such further and other grounds as counsel for the Receiver may advise.

Material or evidence to be relied on:

26. The Second Report of the Receiver, filed.
27. The Confidential Supplement to the Second Report of the Receiver, unfiled.
28. Written Brief of Law of the Receiver, filed.
29. The pleadings and document in this Action.
30. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

32. Rules 6.3 and 6.9 and Division 4 of Part 6 of the Alberta Rules of Court AR 124/2010, as amended.
33. Bankruptcy and Insolvency General Rules, CRC c 368.
34. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

35. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended including sections 34 and 84.
36. 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:

37. N/A

How the application is proposed to be heard or considered:

38. Via Webex in Virtual Courtroom 86, accessible at the link <https://albertacourts.webex.com/meet/virtual.courtroom86>

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 to be heard or considered.

SCHEDULE "A"

Sale Approval and Vesting Order – Condo Units

Clerk's Stamp:

COURT FILE NUMBER 2503 06252

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANT **MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.**

DOCUMENT **SALE APPROVAL AND VESTING ORDER (UNITS 87/88)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Tom Gusa
Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7219 Fx. (780) 423-7276
File No.: 542874-26

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE G.S. DUNLOP

UPON THE APPLICATION by BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of Mahindra Investments (AB) 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 2730496 Alberta Inc. (the "**Purchaser**") dated July 23, 2025 and appended to the Confidential Supplement (the "**Confidential Supplement**") to the Second Report of the Receiver (the "**Second Report**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the lands and personal property described in the Sale Agreement (the "**Assets**"); **AND UPON HAVING READ** the Second Report, the Confidential Supplement and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver;

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.

ACTIVITIES OF THE RECEIVER

2. The Second Report and the Confidential Supplement are hereby accepted and approved.
3. The activities of the Receiver and its agents to date as detailed in the Second Report and the Confidential Supplement be and are hereby approved.

APPROVAL OF TRANSACTION

4. 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 Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

5. 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 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), or any successor legislation; 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 Assets are hereby expunged, discharged and terminated as against the Assets.

6. 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 lands set out below, subject only to Permitted Encumbrances:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for these lands shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title for the lands legally described as:

Condominium Plan 2010546
 Unit 87
 and 90 undivided one ten thousandth shares in the common property
 Excepting thereout all mines and minerals

Condominium Plan 2010546
 Unit 88
 and 85 undivided one ten thousandth shares in the common property
 Excepting thereout all mines and minerals

(the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);
- (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 (being August 14, 2025) against the existing Certificate of Title to the Lands.

7. 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 Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
9. 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.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the 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 Assets and may be asserted against the net proceeds from sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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 Assets without further order of this Court. For further clarity, notwithstanding anything contained in this paragraph, the Receiver shall be entitled to pay from the gross proceeds of the sale of the Assets i) any outstanding

municipal property taxes owed in relation to the Assets on the closing of the sale of the Assets, and ii) with the written approval of Royal Bank of Canada, any outstanding condominium fees owed in relation to the Assets on the closing of the sale of the Assets.

11. 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.
12. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the 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 Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the 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.
14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. 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).

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 Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any Receiver 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; andservice 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.

Schedule "A"**Form of Receiver's Certificate**

	Clerk's Stamp:
COURT FILE NUMBER	2503 06252
COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANT	MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.
DOCUMENT	<u>RECEIVER'S CERTIFICATE</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Tom Gusa Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7219 Fx. (780) 423-7276 File No.: 542874-26

RECITALS

- A. Pursuant to an Order of the Court dated August 14, 2025, the Honourable Justice Dunlop (the "**Order**") of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") approved the agreement of purchase and sale made as of July 23, 2025 (the "**Sale Agreement**") between BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of the current and future assets, undertakings, and properties of Mahindra Investments (AB) Ltd. (the "**Debtor**") and 2730496 Alberta Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Assets (as defined in the Order), which vesting is to be effective with respect to the 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 Assets; (ii) that the conditions to Closing as set out in section 4 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.

B. 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 Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 4 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]**.

BDO Canada Limited, in its capacity as Court-appointed Receiver of the current and future assets, undertakings, and properties of Mahindra Investments (AB) Ltd. and not in its personal capacity.

Per _____

Name:

Title:

Schedule "B"

The Assets

Lands legally described as:

Condominium Plan 2010546

Unit 87

and 90 undivided one ten thousandth shares in the common property

Excepting thereout all mines and minerals

Condominium Plan 2010546

Unit 88

and 85 undivided one ten thousandth shares in the common property

Excepting thereout all mines and minerals

and any and all buildings, erections, structures, fixtures, improvements, additions and alike located in, on or at the above lands.

Personal Property located upon the Lands:

Black Guardian Safe

Built-in Safe

Schedule "C"

A) Encumbrances to be discharged in relation to lands legally described as:

Condominium Plan 2010546
Unit 87
and 90 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

Instrument 221 002 130 – Mortgage

Instrument 241 122 905 – Caveat Re: Condominium Fees

Instrument 251 131 083 – Caveat Re: Agreement Charging Land

B) Encumbrances to be discharged in relation to lands legally described as:

Condominium Plan 2010546
Unit 88
and 85 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

Instrument 221 007 136 – Mortgage

Instrument 241 122 833 – Caveat Re: Condominium Fees

Instrument 251 131 083 – Caveat Re: Agreement Charging Land

Schedule "D"

A) Permitted Encumbrances in relation to lands legally described as:

Condominium Plan 2010546
 Unit 87
 and 90 undivided one ten thousandth shares in the common property
 Excepting thereout all mines and minerals

Instrument 771 147 064 – Zoning Regulation

Instrument 131 245 851 – Utility Right of Way

Instrument 151 293 468 – Utility Right of Way

Instrument 151 293 630 – Caveat

Instrument 161 085 611 – Caveat

Instrument 161 085 613 – Caveat

Instrument 161 085 614 - Caveat

Instrument 161 085 615 – Caveat

Instrument 161 085 616 – Caveat

Instrument 191 074 003 – Utility Right of Way

Instrument 201 039 257 – Restrictive Covenant

B) Permitted Encumbrances in relation to lands legally described as:

Condominium Plan 2010546
 Unit 88
 and 85 undivided one ten thousandth shares in the common property
 Excepting thereout all mines and minerals

Instrument 771 147 064 – Zoning Regulation

Instrument 131 245 851 – Utility Right of Way

Instrument 151 293 468 – Utility Right of Way

Instrument 151 293 630 – Caveat

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Instrument 161 085 616 – Caveat

Instrument 191 074 003 – Utility Right of Way

Instrument 201 039 257 – Restrictive Covenant

SCHEDULE "B"

Sale Approval and Vesting Order – Bonhams Agreement

Clerk's Stamp:

COURT FILE NUMBER 2503 06252

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANT **MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.**
DOCUMENT **SALE APPROVAL AND VESTING ORDER (BONHAMS AGREEMENT)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Tom Gusa
Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7219 Fx. (780) 423-7276
File No.: 542874-26

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE G.S. DUNLOP

UPON THE APPLICATION by BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of Mahindra Jewellers (AB) Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by a Master Consignment Agreement between the Receiver and Bonhams & Butterfields Auctioneers Corporation ("**Bonhams**") dated July 29, 2025 (the "**Bonhams Agreement**") and appended to the Confidential Supplement (the "**Confidential Supplement**") to the Second Report of the Receiver (the "**Second Report**"), and vesting in any purchaser of assets of the Debtor delivered by the Receiver to Bonhams pursuant to the Bonhams Agreement (the "**Assets**"), the Debtor's right, title and interest in and to any Assets sold by Bonhams; **AND UPON HAVING READ** the Second Report, the Confidential Supplement and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver;

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 TRANSACTION

2. The Transaction is hereby approved and execution of the Bonhams 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 Assets to a Purchaser (as defined herein).

VESTING OF PROPERTY

3. Upon Bonhams completing an auction, sale or conveyance of any kind (a "**Sale**") of any one item that makes up the Assets (a "**Purchased Asset**"), all of the Debtor's right, title and interest in and to a Purchased Asset shall vest absolutely in the name of the purchaser of a Purchased Asset (a "**Purchaser**"), 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; 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
 - (c) those Claims listed in Schedule "A" 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 "B" (collectively, "**Permitted Encumbrances**"))

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

4. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the Bonhams Agreement.
5. For the purposes of determining the nature and priority of Claims, net proceeds from a Purchased Asset (the "**Sale Proceeds**") (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of a Purchased Asset from and after delivery of the Sale Proceeds to the Receiver, 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 a Purchased Asset and may be asserted against the Sale Proceeds with the same priority as they had with respect to a 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. 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 a Purchased Asset without further order of this Court.
6. Upon Bonhams completing a Sale, the Debtor and all persons who claim by, through or under the Debtor in respect of a Purchased Asset, and all persons or entities having any Claims of any kind whatsoever in respect of a Purchased Asset, 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 Sold Assets.
7. A Purchaser shall be entitled to hold and enjoy for its own use and benefit any of its Purchased Asset without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
8. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.

MISCELLANEOUS MATTERS

9. 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 a Purchased Asset in a Purchaser pursuant to this Order shall be binding on any Receiver 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.

- 10. The Receiver, a 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.
- 11. 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.
- 12. 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; and
 - (iii) any other parties attending or represented at the application for this Order; and

service on any other person is hereby dispensed with.

13. 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" – Encumbrances

Alberta Personal Property Registrations:

21091601763

24052826154

25031120602

25031120893

Schedule "B" – Permitted Encumbrances

NIL

SCHEDULE "C"

Sale Approval and Vesting Order – Guardian Agreement

Clerk's Stamp:

COURT FILE NUMBER 2503 06252

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANT **MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.**

DOCUMENT **SALE APPROVAL AND VESTING ORDER (GUARDIAN AGREEMENT)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Tom Gusa
Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7219 Fx. (780) 423-7276
File No.: 542874-26

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE G.S. DUNLOP

UPON THE APPLICATION by BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of Mahindra Jewellers (AB) Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by a Gold Purchase Agreement between the Receiver and Guardian International Gold Corp. ("**Guardian**" or the "**Purchaser**") dated July 9, 2025 (the "**Guardian Agreement**") and appended to the Second Report of the Receiver (the "**Second Report**"), and vesting in Guardian the Debtor's right, title and interest in and to any Jewellery (as defined in the Guardian Agreement) delivered to Guardian by the Receiver under the terms of the Guardian Agreement (the "**Assets**"); **AND UPON HAVING READ** the Second Report and the Affidavit of Service; **AND UPON** noting the Receiver is in possession of thirty-two (32) items of jewellery identified by the Receiver to belong to third parties, and not the Debtor (the "**Abandoned Jewellery**"); **AND UPON HEARING** the submissions of counsel for the Receiver;

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.

ABANDONED JEWELLERY

2. The Abandoned Jewellery is hereby deemed to be an asset of Jewellers, and is deemed to be subject to the definition of "Property" as defined in the Receivership Order granted in this Action.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Guardian 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 Assets to Guardian.

VESTING OF PROPERTY

4. Upon delivery of a Receiver's certificate to the Purchaser 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 Assets 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; 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
- (c) those Claims listed in Schedule "B" 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 "C" (collectively, "**Permitted Encumbrances**"))

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

5. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the Guardian Agreement.
6. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the 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 Assets and may be asserted against the net proceeds from sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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 Assets without further order of this Court.
7. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the 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 Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

8. The Purchaser (or its nominee) shall be entitled to hold and enjoy the 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.
9. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
10. 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).

MISCELLANEOUS MATTERS

11. 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 Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any Receiver 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.
12. The Receiver, a 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.
13. 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.

14. 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;
any other person served with notice of the application for this Order;
 - (ii) any other parties attending or represented at the application for this Order; andservice on any other person is hereby dispensed with.
15. 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**

	Clerk's Stamp:
COURT FILE NUMBER	2503 06252
COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANT	MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.
DOCUMENT	<u>RECEIVER'S CERTIFICATE</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Tom Gusa Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7219 Fx. (780) 423-7276 File No.: 542874-26

RECITALS

- A. Pursuant to an Order of the Court dated August 14, 2025, the Honourable Justice Dunlop (the "**Order**") of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") approved the Gold Purchase Agreement dated July 9, 2025 (the "**Agreement**") between BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of the current and future assets, undertakings, and properties of Mahindra Jewellers (AB) Ltd. (the "**Debtor**") and Guardian International Gold Corp. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Assets (as defined in the Order), which vesting is to be effective with respect to the Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming the payment by the Purchaser of the Price for the Assets (as defined in the Agreement).
- B. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Price.
2. The Transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

BDO Canada Limited, in its capacity as Court-appointed Receiver of the current and future assets, undertakings, and properties of Mahindra Investments (AB) Ltd. and not in its personal capacity.

Per _____

Name:

Title:

Schedule "B" - Encumbrances

Alberta Personal Property Registrations:

21091601763

24052826154

25031120602

25031120893

Schedule "C" – Permitted Encumbrances

NIL

SCHEDULE "D"

Vesting Order – Ford Unit

Clerk's Stamp:

COURT FILE NUMBER 2503 06252

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANT **MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.**

DOCUMENT **VESTING ORDER (FORD UNIT)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Tom Gusa
Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7219 Fx. (780) 423-7276
File No.: 542874-26

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE G.S. DUNLOP

UPON THE APPLICATION by BDO Canada Limited, in its capacity as Court-appointed Receiver (the "**Receiver**") of Mahindra Jewellers (AB) Ltd. (the "**Debtor**") for an order vesting in Cargiant Motors Ltd. (the "**Purchaser**") the Debtor's right, title and interest in and to a 2022 Ford F-150 serial number 1FTEW1EB1NFA75654 (the "**Asset**"); **AND UPON HEARING** the submissions of counsel for the Receiver;

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.

VESTING OF PROPERTY

2. All of the Debtor's right, title and interest in and to the Asset shall have vested absolutely in the name of the Purchaser, 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; 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
- (c) those Claims listed in Schedule "A" 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 "B" (collectively, "**Permitted Encumbrances**"))

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

3. Ford Credit Canada Company ("**FCCC**") is hereby directed to discharge British Columbia Personal Property registration 849408N (the "**Ford Registration**"). In the event that FCCC does not discharge the Ford Registration by September 1, 2025, then the Receiver is hereby permitted and directed thereafter to discharge the Ford Registration in its sole discretion.
4. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Asset (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Asset from and after July 15, 2025 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 Asset and may be asserted against the net proceeds from sale of the Asset with the same priority as they had with respect to the Asset immediately prior to the sale, as if the 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. 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 Asset without further order of this Court.

5. The Debtor and all persons who claim by, through or under the Debtor in respect of the Asset, and all persons or entities having any Claims of any kind whatsoever in respect of the Asset, 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 Asset, and to the extent that any such persons or entities remain in the possession or control of any of the Asset, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Asset, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
6. The Purchaser (or its nominee) shall be entitled to hold and enjoy the Asset for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

MISCELLANEOUS MATTERS

7. 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 Asset in the Purchaser (or its nominee) pursuant to this Order shall be binding on any Receiver 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.

8. 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.

9. 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;
any other person served with notice of the application for this Order;
 - (ii) any other parties attending or represented at the application for this Order; and
- service on any other person is hereby dispensed with.
10. 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"

Schedule "A" - Encumbrances

Alberta Personal Property Registrations:

21091601763

24052826154

25031120602

25031120893

British Columbia Personal Property Registrations

849408N

Schedule "B" – Permitted Encumbrances

NIL

SCHEDULE "E"

Sealing Order

Clerk's Stamp:

COURT FILE NUMBER 2503 06252

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **ROYAL BANK OF CANADA**

DEFENDANT **MAHINDRA INVESTMENTS (AB) LTD., MAHINDRA JEWELLERS (AB) LTD., SURREY GOLD JEWELLERS (AB) LTD. and BLUEWATER (786) CONTRACTORS LTD.**

DOCUMENT **SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Tom Gusa
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2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7219 Fx. (780) 423-7276
File No.: 542874-26

DATE ON WHICH ORDER WAS PRONOUNCED: AUGUST 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: JUSTICE G.S. DUNLOP

UPON THE APPLICATION by BDO Canada Limited, in its capacity as in its capacity as Court-appointed Receiver (the "**Receiver**") of Mahindra Investments (AB) Ltd. and Mahindra Jewellers (AB) Ltd. (the "**Debtors**"); And UPON READING the Confidential Supplement dated July 31, 2025 (the "**Confidential Supplement**") to the Second Report of the Receiver dated July 31, 2025, the Application filed herein, and proof of service thereof and the pleadings and proceedings had and taken herein; AND UPON HEARING from counsel for the Receiver and any other interested parties who may be present;

IT IS HEREBY 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. The Confidential Supplement shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Supplement separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of these proceedings and states:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY BDO CANADA LIMITED (THE "**RECEIVER**") IN ALBERTA COURT OF KING'S BENCH ACTION 2503 06252 (THE "**ACTION**") AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL THE FILING OF AN ORDER IN THESE PROCEEDINGS DISCHARGING THE RECEIVER, OR FURTHER COURT ORDER.

Justice of the Court of King's Bench of Alberta