

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

BANK OF MONTREAL

RESPONDENTS

TRADESMEN ENTERPRISES LIMITED  
PARTNERSHIP, and TRADESMEN ENTERPRISES INC.

Clerk's Stamp

COURT FILE NUMBER

BK01-95189

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

MATTER

IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL UNDER THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, OF  
TRADESMEN ENTERPRISES LIMITED PARTNERSHIP

AND IN THE MATTER OF THE NOTICE OF INTENTION TO  
MAKE A PROPOSAL UNDER THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, OF  
TRADESMEN ENTERPRISES INC.

DOCUMENT

**APPLICATION FOR RECEIVER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Josef G.A. Kruger, Q.C. / Jack R. Maslen  
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File No. 407500.000127

**NOTICE TO THE ATTACHED SERVICE LIST (SCHEDULE "A")**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

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

**Date:** April 15, 2021  
**Time:** 10:00  
**Where:** The Calgary Courts Centre (Via WebEx Conference)  
**Before Whom:** The Honourable Madam Justice B.E.C. Romaine

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. The Applicant, Bank of Montreal (“**BMO**”), seeks an Order, substantially in the form attached hereto as **Schedule “B”**, including for the following relief:
  - (a) if necessary, abridging the time for service of this Application and deeming service of this Application, together with all supporting materials, to be good and sufficient;
  - (b) lifting the stay of proceedings in the NOI Proceedings (as defined below) to allow for this Application; and
  - (c) appointing KSV Restructuring Inc. (“**KSV**”) as the receiver and manager (the “**Receiver**”) of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”), of the Respondent Tradesmen Enterprises Limited Partnership (“**Tradesmen LP**”) and of the Respondent Tradesmen Enterprises Inc. (“**Tradesmen Inc.**”, together with Tradesmen LP, “**Tradesmen**”), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2.
2. Such further and other relief as this Honourable Court may deem just.

**GROUND FOR MAKING THIS APPLICATION:**

***Background***

3. Pursuant to a fourth amended and restated loan agreement (the “**Restated Loan Agreement**”) dated as of July 6, 2020, BMO agreed to make available to Tradesmen LP several credit facilities, including, a demand revolving credit facility up to \$23,000,000 (“**Facility 1**”).
4. As security for its obligations under the Restated Loan Agreement, Tradesmen LP provided BMO, *inter alia*, a security agreement dated April 17, 2013, whereby Tradesmen LP granted BMO a

security interest and charge over all of its present and future property and assets, real and personal, moveable or immovable of whatever nature and kind (the “**Borrower GSA**”).

5. As further security for Tradesmen LP’s obligations under the Restated Loan Agreement, Tradesmen Inc. provided BMO a guarantee for indebtedness dated as of April 17, 2013, pursuant to which Tradesmen Inc. gave an unlimited and continuing guarantee of all of Tradesmen LP’s present and future debts and liabilities to BMO (the “**Tradesmen Inc. Guarantee**”).
6. As security for Tradesmen Inc.’s obligations under the Tradesmen Inc. Guarantee, Tradesmen Inc. delivered to BMO a security agreement dated April 17, 2013, whereby Tradesmen Inc. granted BMO a security interest and charge over all of its present and future property and assets, real and personal, moveable or immovable of whatever nature and kind (the “**Guarantor GSA**”).
7. The Borrower GSA and the Guarantor GSA (the “**GSAs**”) are valid security, granting BMO a first-ranking security interest in all of the Property of Tradesmen LP and Tradesmen Inc., which is subject only to charges created by the Court in the NOI Proceedings (as defined below).
8. Since January 11, 2021, Tradesmen LP and Tradesmen Inc. have defaulted on their obligations under the Restated Loan Agreement, the Borrower GSA, the Tradesmen Inc. Guarantee, the Guarantor GSA, and such other security as applicable by, *inter alia*:
  - (a) allowing borrowings under Facility 1 to fall into an overdraft position, by more than \$1.2 million, and failing to make payment of the overdraft amount;
  - (b) the termination of a works agreement between Tradesmen Enterprises LP and Teck Coal Limited (“**Teck**”) made as of May 28, 2019 (the “**Teck Contract**”), a Material Contract within the meaning of the Restated Loan Agreement, resulting in an event or circumstance which in the sole, reasonable opinion of BMO constitutes a Material Adverse Effect within the meaning of the Restated Loan Agreement; and
  - (a) failing to meet their liabilities generally as they become due and becoming insolvent.
9. On January 14, 2021, BMO issued a formal and final demand to each of Tradesmen LP and Tradesmen Inc. for repayment in full of all amounts due and owing by Tradesmen LP at that time. In BMO’s same correspondence of January 14, 2021, BMO delivered to each of Tradesmen LP and Tradesmen Inc. a Notice of Intention to Enforce Security under section 244 of the BIA.

***Failed NOI Proceedings***

10. With the loss of the Teck Contract, Tradesmen experienced a severe liquidity crisis, which included, *inter alia*, defaults on its obligations to BMO.
11. On February 1, 2021, each of Tradesmen LP and Tradesmen Inc. filed Notices of Intention to Make a Proposal, pursuant to section 50.4(1) of the BIA, bearing Alberta Court File No. BK01-095189 (the “**NOI Proceedings**”). KSV was appointed as the proposal trustee (the “**Proposal Trustee**”) for the NOI Proceedings.
12. On February 24, 2021, Tradesmen filed a Notice of Civil Claim in the Supreme Court of British Columbia against Teck and others, in respect of the termination of the Teck Contract, builders’ liens claims and/or other amounts due and owing to Tradesmen in respect of the Teck Contract (the “**Litigation**”).
13. On March 2, 2021, Tradesmen applied for and was granted an Order extending the time within which it was required to file a proposal to its creditors from March 3, 2021 to April 16, 2021 (the “**NOI Expiry**”).
14. BMO supported the NOI Proceedings and, among other things, entered into an amended and restated interim financing agreement with Tradesmen dated as of March 2, 2021 (the “**Interim Financing Agreement**”). Under the Interim Financing Agreement, BMO agreed to make available to Tradesmen LP a senior secured super-priority, interim, revolving credit facility, for the purposes of the NOI Proceedings, up to a maximum principal amount of \$2.8 million (the “**Interim Facility**”).
15. Pursuant to an amended and restated Order, pronounced on March 2, 2021 (the “**Interim Finance Order**”), the Court granted BMO a super priority charge on all of the Property, subject only to an Administration Charge (as defined in the Interim Finance Order), as security for Tradesmen LP’s borrowings (the “**Interim Financing Charge**”).
16. Following discussions between Tradesmen and BMO with respect to the most efficient structure to continue pursuing Tradesmen’s Litigation, Tradesmen no longer intends to make a proposal to its creditors by the NOI Expiry. As a result, Tradesmen will be deemed to have made an assignment into bankruptcy on or about April 17, 2021.

17. Tradesmen's anticipated assignment into bankruptcy constitutes a default under the Interim Financing Agreement.
18. BMO's rights and remedies under the Interim Financing Agreement, including its security under the Interim Financing Charge, are now enforceable.

***Urgent Appointment of Receiver***

19. In light of the foregoing, it is just or convenient for this Honourable Court to appoint the Receiver over all of the Property of Tradesmen LP and Tradesmen Inc. since, *inter alia*:
  - (a) Tradesmen LP and Tradesmen Inc. are insolvent and will be deemed to be bankrupt on or about April 17, 2021;
  - (b) there is an urgent need to preserve the Property that is subject to BMO's security, particularly since the stay of proceedings under the NOI Proceedings will soon terminate;
  - (c) Tradesmen no longer has any ongoing business and its only (or only substantial) asset is the Litigation;
  - (d) the Litigation will be a lengthy, complex, and document intensive process, which will require funding and a structure for funding;
  - (e) the appointment of a Receiver will enable the Litigation to be pursued in the most orderly fashion, which will minimize administrative costs;
  - (f) there will be material prejudice to creditors, including in the form of additional administrative costs and delays, if a receivership is delayed. Similarly, the appointment of a Receiver will maximize recoveries for creditors;
  - (g) BMO has the right to appoint the Receiver under the GSAs;
  - (h) KSV is the Proposal Trustee and is familiar with the affairs of Tradesmen;
  - (i) BMO is and has acted in good faith at all times;
  - (j) as of March 30, 2021, BMO is owed \$2,361,942.06 in respect the Interim Facility and \$17,052,829.48 in respect of the Pre-NOI Facilities, which are secured against the Property.

If a Receiver is not appointed, and the Litigation is not pursued effectively, there is a real risk BMO will suffer a large shortfall on its security;

- (k) Tradesmen consents to the appointment of the Receiver;
  - (l) there is no other process available to BMO that would enable it to adequately protect its interests;
  - (m) the balance of convenience supports the appointment of the Receiver;
  - (n) there is a real risk of harm and losses to BMO if the Receiver is not appointed; and
  - (o) such further or other grounds.
20. For the same or similar reasons, it is just and equitable for the Court to lift the stay of proceedings in the NOI Proceedings, to permit BMO make the within Application.
21. KSV has consented to act as the Receiver.
22. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**MATERIAL OR EVIDENCE TO BE RELIED ON:**

- 23. The Affidavit of Zachary Newman, sworn on April 6 2021, filed.
- 24. The Statement of Claim of BMO, filed.
- 25. The Consent to Act of KSV Restructuring Inc. signed on April 5, 2021, filed.
- 26. The Fourth Report to the Court of the Proposal Trustee dated April 6, 2021, filed.
- 27. The pleadings and proceedings filed in the NOI Proceedings.
- 28. Such other materials or evidence as counsel may advise and this Honourable Court may permit.

**APPLICABLE RULES:**

- 29. *Alberta Rules of Court*, Alta Reg 124/2010.
- 30. *Bankruptcy and Insolvency General Rules*, CRC 1978, c 368.

**APPLICABLE ACTS AND REGULATIONS:**

31. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
32. *Judicature Act*, RSA 2000, c J-2, s 13.

**ANY IRREGULARITY COMPLAINED OF OR OBJECTION RELIED ON:**

33. None.

**HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:**

34. Via Webex Video Conference, before the Honourable Madam Justice B.E.C. Romaine, with some or all of the parties present.

**WARNING**

Subject to the directions of the Court having regard to the COVID-19 pandemic, 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"**

**SERVICE LIST**



**SERVICE LIST**

COURT FILE NUMBER      BK01 095189

COURT                      COURT OF QUEEN’S BENCH OF ALBERTA

JUDICIAL CENTRE        CALGARY

MATTER                    IN THE MATTER OF THE NOTICE OF INTENTION TO  
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TRADESMEN ENTERPRISES INC.

APPLICANTS              TRADESMEN ENTERPRISES LIMITED PARTNERSHIP  
AND TRADESMEN ENTERPRISES INC.

Party	Relationship
<p><b>Lawson Lundell LLP</b> 1100 Brookfield Place 225 – 6 Avenue SW Calgary, AB T2P 1N2</p> <p>Attention: William L. Roberts / Alexis Teasdale Phone: 604-631-9163 / 403-218-7564 Email: <a href="mailto:wroberts@lawsonlundell.com">wroberts@lawsonlundell.com</a> / <a href="mailto:ateasdale@lawsonlundell.com">ateasdale@lawsonlundell.com</a></p>	<p>Counsel for Tradesmen Enterprises LP</p>
<p><b>KSV Advisory Inc.</b> 150 King Street West Suite 2308 Toronto, ON M5H 1J9</p> <p>Attention: Bobby Kofman / David Sieradzki Phone: 416-932-6228 (t) / 647-282-6228 (m) Email: <a href="mailto:bkofman@ksvadvisory.com">bkofman@ksvadvisory.com</a> / <a href="mailto:dsieradzki@ksvadvisory.com">dsieradzki@ksvadvisory.com</a></p>	<p>Proposal Trustee of Tradesmen Enterprises LP</p>

<p><b>Bennett Jones LLP</b>  3400 One First Canadian Place  PO Box 130  Toronto, ON M5X 1A4</p> <p>Attention: Sean Zweig / Joshua Foster  Phone: 416-777-6254 / 416-777-7906  Email: <a href="mailto:zweigs@bennettjones.com">zweigs@bennettjones.com</a> /  <a href="mailto:fosterj@bennettjones.com">fosterj@bennettjones.com</a></p>	<p>Counsel for Proposal Trustee</p>
<p><b>Borden Ladner Gervais LLP</b>  Centennial Place, East Tower  520 – 3 Avenue SW  Suite 1900  Calgary, AB T2P 0R3</p> <p>Attention: Josef Kruger, QC / Jack Maslen  Phone: 403-232-9563 / 403-232-9790  Email: <a href="mailto:jkruger@blg.com">jkruger@blg.com</a> / <a href="mailto:jmaslen@blg.com">jmaslen@blg.com</a></p>	<p>Counsel for Bank of Montreal</p>
<p><b>Fulcrum Capital Partners Inc.</b>  885 W Georgia St.  Suite 1020  Vancouver, BC V6C 3E8</p> <p>Attention: Graham Flater / Johan Lemmer  Graham: 604-631-8078 (d) / 604-417-1535 (m)  Email: <a href="mailto:graham.flater@fulcrumcapital.ca">graham.flater@fulcrumcapital.ca</a> /  <a href="mailto:johan.lemmer@fulcrumcapital.ca">johan.lemmer@fulcrumcapital.ca</a></p>	<p>Creditor</p>
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<p><b>Ogilvie LLP</b>  1400 Canadian Western Bank Place  10303 Jasper Avenue  Edmonton, AB T5J 3N6</p> <p>Attention: Kentigern Rowan, Q.C.  Phone: 780-429-6236  Email: <a href="mailto:krowan@ogilvielaw.com">krowan@ogilvielaw.com</a></p>	<p>Counsel for Precision Forest Industries Ltd., Subcontractor</p>

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<p><b>Clark Wilson LLP</b>  900 – 855 West Georgia Street  Vancouver, BC V6C 3H1</p> <p>Attention: Satinder Sidhu / Nick Carlson /  Christopher Ramsay / Deborah Hamann-Trou  Satinder: 604-643-3119  Nick: 604-891-7797  Christopher: 604-643-3176  Email: <a href="mailto:ssidhu@cwilson.com">ssidhu@cwilson.com</a> /  <a href="mailto:ncarlson@cwilson.com">ncarlson@cwilson.com</a> / <a href="mailto:cramsay@cwilson.com">cramsay@cwilson.com</a> /  <a href="mailto:dhamann-trou@cwilson.com">dhamann-trou@cwilson.com</a></p>	<p>Counsel for Techmation Electric &amp;  Controls Ltd., Subcontractor</p>
<p><b>Norton Rose Fulbright Canada LLP</b>  400 3 Avenue SW, Suite 3700  Calgary, AB T2P 4H2</p> <p>Attention: Meghan L. Parker  Phone: 403-267-8211  Email: <a href="mailto:meghan.parker@nortonrosefulbright.com">meghan.parker@nortonrosefulbright.com</a></p>	<p>Counsel for Oxford Properties Group,  landlord to Tradesmen Enterprises  Limited Partnership</p>
<p><b>Pihl Law Corporation</b>  300 – 1465 Ellis Street  Kelowna, BC V1Y 2A3</p> <p>Attention: Andrew Prior  Phone: 250-762-5434  Email: <a href="mailto:andrew.prior@pihl.ca">andrew.prior@pihl.ca</a></p>	<p>Counsel for Alberta Pipe Support &amp;  Fabrication Inc., Subcontractor</p>
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<p><b>MLT Aikins LLP</b>  2100 Livingston Place  222 3 Avenue SW  Calgary, AB T2P 0B4</p> <p>Attention: Catrina Webster  Phone: 403-693-4347  Email: <a href="mailto:cwebster@mltaikins.com">cwebster@mltaikins.com</a></p>	<p>Counsel for DNOW Canada ULC,  Subcontractor</p>
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<p><b>Boxx Modular</b>  240115 Frontier Crescent SE  Rocky View County, AB T1X 0R4</p> <p>Email: <a href="mailto:bzupic@boxxmodular.com">bzupic@boxxmodular.com</a></p>	<p>Lessor</p>
<p><b>Buffalo Inspection Services (2005) Inc.</b>  3867 Roper Road NW  Edmonton, AB T6B 3S5</p> <p>Attention: Chelsea Griffiths  Phone: 780-486-7344  Email: <a href="mailto:c.griffiths@buffaloinspection.com">c.griffiths@buffaloinspection.com</a></p>	<p>Subcontractor</p>
<p><b>Canada Revenue Agency  Surrey National Verification and  Collection Centre  Insolvency Intake Centre  Collections Directorate</b>  9755 King George Blvd  Surrey, BC V3T 5E1</p> <p>Attention: Traci Wool  Fax: 1-866-219-0311</p>	

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<p><b>Crosstown Heating &amp; Ventilating Ltd.</b> 60 Oswald Drive, Box 4177 Spruce Grove, AB T7X 3B4</p> <p>Attention: David Murray / Naomi Popowich Phone: 780-962-4591 Email: <a href="mailto:murray@crosstownheating.com">murray@crosstownheating.com</a> / <a href="mailto:naomi@crosstownheating.com">naomi@crosstownheating.com</a></p>	Subcontractor
<p><b>CWP Constructors Ltd.</b> #210, 8702 48 Avenue NW Edmonton, AB T6E 5L1</p> <p>Attention: Mark Witholt Phone: 780-757-5834 Email: <a href="mailto:mwitholt@cwpcconstructors.com">mwitholt@cwpcconstructors.com</a></p>	Subcontractor
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<p><b>FourQuest Energy Inc.</b> 9304 39 Avenue NW Edmonton, AB T6E 5T9</p> <p>Attention: Deanna Johnson Phone: 780-485-0690 Email: <a href="mailto:deanna.johnson@fourquest.com">deanna.johnson@fourquest.com</a></p>	Subcontractor
<p><b>Garneau Manufacturing Inc.</b> 8806 – 98 Street Morinville Industrial Park Morinville, AB T8R 1K7</p> <p>Attention: Charles Hastey Phone: 780-939-2129 Email: <a href="mailto:charles.hastey@garweld.com">charles.hastey@garweld.com</a></p>	Subcontractor
<p><b>Hagemeyer Canada Inc. o/a Century Vallen</b> 10449 – 120 Street Surrey, BC V3V 4G4</p> <p>Attention: Colleen James Email: <a href="mailto:colleen.james@vallen.ca">colleen.james@vallen.ca</a></p>	Subcontractor

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<p><b>Leavitt Machinery General Partnership</b>  24389 Fraser Highway  Langley, BC V2Z 2L3</p> <p>Phone: 604-607-4450  Fax: 604-607-4455</p>	Lessor
<p><b>Neptune Coring (Western) Ltd.</b>  21521 112 Avenue NW  Edmonton, AB T5S 2T8</p> <p>Attention: Ben Campbell  Phone: 780-486-4050  Email: <a href="mailto:ben@neptunecoring.com">ben@neptunecoring.com</a></p>	Subcontractor
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<p><b>RCAP Leasing Inc.</b>  5575 North Service Rd., STE 300  Burlington, ON L7L 6M1</p> <p>Email: <a href="mailto:cms_alberta_notifications@teranet.ca">cms_alberta_notifications@teranet.ca</a></p>	Lessor
<p><b>Services Techniques Claude Drouin</b>  180, Boulevard St-Elzear Ouest  Laval, QC H7L 3N3</p> <p>Attention: Jenny Coussa  Phone: 450-663-7747  Email: <a href="mailto:jenny@stcd.ca">jenny@stcd.ca</a></p>	Subcontractor
<p><b>Swift Oilfield Supply Incorporated</b>  6205 – 97 Street  Edmonton, AB T9E 3J5</p> <p>Attention: Sandra Wenzel  Phone: 780-423-6979  Email: <a href="mailto:sandra.wenzel@swiftsupply.ca">sandra.wenzel@swiftsupply.ca</a></p>	Subcontractor
<p><b>Teck Coal Limited c/o Teck Resources Limited</b>  3300 – 550 Burrard Street  Vancouver, BC V6C 0B3</p> <p>Attention: Blaine Nickel  Email: <a href="mailto:Blaine.Nickel@teck.com">Blaine.Nickel@teck.com</a>  <a href="mailto:Corporate.Secretary@teck.com">Corporate.Secretary@teck.com</a>  <a href="mailto:PDGprocurement@teck.com">PDGprocurement@teck.com</a></p>	Contractual Counterparty to the Applicants
<p><b>Techmation Electric &amp; Controls Ltd.</b>  117 Kingsview Road SE  Airdrie, AB T4A 0A8</p> <p>Attention: Loretta Topolnisky  Phone: 403-243-0990  Email: <a href="mailto:ltopolnisky@techmationelectric.com">ltopolnisky@techmationelectric.com</a></p>	Subcontractor



<p><b>Transcendent Mining and Mobilization Inc.</b>  PO Box 580  701 Douglas Fir Rd.  Sparwood, BC V0B 2G0</p> <p>Attention: Shelley Lynch / Bud Lynch  Office: 778-521-5144 ext. 103 (Shelley)  Mobile: 250-603-9062 (Shelley)  Email: <a href="mailto:shelley.lynch@transcendentmining.com">shelley.lynch@transcendentmining.com</a> /  <a href="mailto:bud.lynch@transcendentmining.com">bud.lynch@transcendentmining.com</a></p>	Subcontractor
<p><b>Tri-Kon Precast Concrete Products Ltd.</b>  PO Box 491  601 Patterson Street West  Cranbrook, BC V1C 4J1</p> <p>Attention: Tyler Fiorentino  Phone: 250-426-8162  Email: <a href="mailto:tylerf@trikonprecast.com">tylerf@trikonprecast.com</a></p>	Subcontractor
<p><b>WCB Alberta</b></p> <p>Email: <a href="mailto:ebusiness.support@wcb.ab.ca">ebusiness.support@wcb.ab.ca</a></p>	
<p><b>WorkSafeBC</b>  9924 – 107 Avenue  Fort St. John, BC V1J 2R6</p> <p>Attention: Terry Milley  Office: 250-785-1283 local 4681  Fax: 250-785-8976  Email: <a href="mailto:terry.milley@worksafebc.com">terry.milley@worksafebc.com</a></p>	
<p><b>WS Leasing Ltd.</b>  Suite 1900  13450 102 Avenue  Surrey, BC V3T 5Y1</p> <p>Attention:  Phone: 604-528-3802  Fax: 604-525-7572 (fax not successful)  Email: <a href="mailto:leasing@wscu.com">leasing@wscu.com</a></p>	Lessor

**SCHEDULE "B"**

**PROPOSED RECEIVERSHIP ORDER**

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

**BANK OF MONTREAL**

RESPONDENTS

**TRADESMEN ENTERPRISES LIMITED  
PARTNERSHIP, and TRADESMEN ENTERPRISES  
INC.**

DOCUMENT

**CONSENT RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Josef G.A. Kruger, Q.C. / Jack R. Maslen  
Borden Ladner Gervais LLP  
1900, 520 3<sup>rd</sup> Ave. S.W.  
Calgary, AB T2P 0R3  
Telephone: (403) 232-9563 / 9790  
Facsimile: (403) 266-1395  
Email: JKruger@blg.com / JMaslen@blg.com  
File No. 407500.000127

**DATE ON WHICH ORDER WAS PRONOUNCED:**

**APRIL 15, 2021**

**NAME OF JUSTICE WHO MADE THIS ORDER:**

**JUSTICE B.E.C. ROMAINE**

**LOCATION OF HEARING:**

**CALGARY, ALBERTA**

**UPON** the application of Bank of Montreal ("**BMO**") on April 6, 2021 (the "**Application**") in respect of each of Tradesmen Enterprises Limited Partnership and Tradesmen Enterprises Inc. (collectively, the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Zachary Newman sworn on April 6, 2021 and filed, the Affidavit of Service of Jennifer Gorrie sworn on April \_\_\_, 2021 and filed, and the Fourth Report of KSV Restructuring Inc. ("**KSV**") in its capacity as proposal trustee, dated and filed on April 6, 2021, and such other pleadings filed in this action or in Alberta Court of Queen's Bench Action No. BK01-095189 (the "**NOI Proceedings**"); **AND UPON** noting the consent of the Debtor; **AND UPON** noting the consent of KSV to act as receiver and manager of the Debtor (in such capacity, the "**Receiver**"); **AND UPON** hearing from counsel for BMO, counsel for the Debtor, counsel for KSV, and any other counsel or interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the Application is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

**LIFTING OF NOI STAY**

2. The stay of proceedings provided for in the NOI Proceedings is hereby lifted *nunc pro tunc* to allow for the commencement of the within action and the Application.

**APPOINTMENT**

3. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, KSV is hereby appointed Receiver, without security, of all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

**RECEIVER'S POWERS**

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver’s ability to abandon, dispose of or otherwise release any interest in any of the Debtor’s real property, or any right in any immovable assets;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

- (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall 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;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver’s request.
6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in

possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

#### **NO EXERCISE OF RIGHTS OF REMEDIES**

10. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the



Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:

- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
11. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

#### **NO INTERFERENCE WITH THE RECEIVER**

12. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

#### **CONTINUATION OF SERVICES**

13. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

### **EMPLOYEES**

15. Subject to employees’ rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property

(each, a “Sale”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver’s appointment; or
  - (ii) after the Receiver’s appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver’s gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or

- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
  - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
  - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, sections 14.06, 81.4(5) or 81.6(3) of the BIA.

#### **RECEIVER'S ACCOUNTS**

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,000,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
20. The Receiver and its legal counsel shall pass their accounts from time to time.

21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. The Receiver shall be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,500,000 at any time except as otherwise provided for in paragraph 27 below or as this Court may by further order authorize, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
23. Neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.
25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.
26. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver’s Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

27. The Receiver shall be allowed to increase the borrowings limit under paragraph 22 hereof, in \$500,000 increments, without further order of this Court, provided that (i) the Receiver prepares and files a report to the Court describing the need for increased borrowings, and (ii) serves such report on the service list maintained for these proceedings. Unless a Person files and serves on the Receiver a written Notice of Objection within 10 days of the service of the report, the Receiver shall be authorized and entitled to increase its borrowings by such a \$500,000 increment and the Receiver's Borrowings Charge shall be increased to the same extent. In the event that a Notice of Objection is filed and served on the Receiver, the Receiver's Borrowing Charge shall only be increased if so ordered by the Court upon application by the Receiver.

#### **CONTINUATION OF CHARGES AND PRIORITIES OF CHARGES**

28. Each of the Administration Charge, the Interim Financing Charge and the KERP Charge (each as defined in the orders granted in the NOI Proceedings) shall continue to constitute valid and enforceable charges on the Property.
29. The priority of the charges created in the NOI Proceedings (and continued by this Order) in relation to the Receiver's Charge and the Receiver's Borrowings Charge created hereunder, shall be as follows:
- (a) First - the Receiver's Charge;
  - (b) Second - the Administration Charge;
  - (c) Third - the Receiver's Borrowings Charge;
  - (d) Fourth - the Interim Financing Charge; and
  - (e) Fifth - the KERP Charge.

#### **ALLOCATION**

30. Any interested party may apply to this Court on notice to any other party likely to be affected, for an Order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### **AUCTION**

31. Notwithstanding any other provision of this Order, Ritchie Bros Auctioneers (Canada) Ltd. (the "**Liquidator**") is hereby authorized and directed to continue to perform its services under the liquidation services agreement ("**Liquidation Services Agreement**") entered into between the

Liquidator and the Debtor, as approved by this Honourable Court pursuant to the Order granted on March 16, 2021 in the NOI Proceedings (the “**Auction Order**”).

32. The Auction Order is hereby ratified and recognized in these proceedings and remains enforceable in all respects, except that references to the “Applicants” therein shall be read to mean the Receiver where the context requires.
33. Any proceeds arising from the Liquidation Services Agreement, the Auction Order and the transactions contemplated thereunder, which, but for the commencement of this action, would be payable to the Debtor shall be paid to the Receiver in accordance with the terms of this Order.

### **GENERAL**

34. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
35. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver’s reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor and the Receiver is hereby authorized to act as the trustee in bankruptcy of the Debtor.
37. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
38. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and

empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
40. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

#### **FILING**

41. The Receiver shall continue to maintain its present website in respect of these proceedings at <https://www.ksvadvisory.com/insolvency-cases/case/tradesmen-enterprises> (the "**Receiver's Website**") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publically available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
42. 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 or otherwise served with notice of 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; and
  - (b) posting a copy of this Order on the Receiver's Websiteand service on any other person is hereby dispensed with.



43. 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.

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Justice of the Court of Queen's Bench of Alberta

**CONSENTED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021**

**LAWSON LUNDELL LLP**

Per: \_\_\_\_\_  
Alexis Teasdale  
Counsel to Tradesmen Enterprises Limited Partnership  
and Tradesmen Enterprises Inc.

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Tradesmen Enterprises Limited Partnership and Tradesmen Enterprises Inc. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 15<sup>th</sup> day of April, 2021 (the "**Order**") made in action numbers [●], has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$], being part of the total principal sum of \$2,500,000 that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

KSV Restructuring Inc., solely in its capacity as  
Receiver of the Property (as defined in the Order),  
and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title: