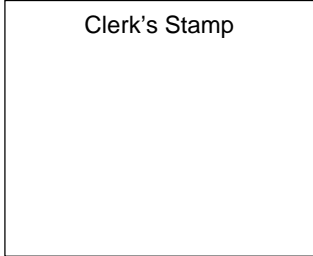


ESTATE NUMBER 24-2536824
COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE EDMONTON
PROCEEDINGS: IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF R.D.E. VENTURES INC.
DOCUMENT **APPLICATION**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
Suite 4000, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Phone: 403 260 3531 / 3536
Fax: 403 260 3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca



NOTICE TO RESPONDENT:

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

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

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

Date: August 16, 2019
Time: 10:00 a.m.
Where: Edmonton Law Courts
Before Whom: The Honourable Justice J.H. Goss

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

Remedy claimed or sought: National Bank of Canada ("**National Bank**") applies for relief in respect of R.D.E. Ventures Inc. (the "**Borrower**") substantially in the form of orders attached as Schedule "**A**" (the "**Receivership Order**"), Schedule "**B**" (the "**Sealing Order**"), and Schedule "**C**" (the "**Termination Order**") hereto:

1. If necessary, abridging the time required for service of this application (the "**Application**") and supporting materials to the date service was effected, declaring that this Application is properly returnable on August 16, 2019, that service of the Application and supporting materials, as described in the corresponding affidavit of service, is good and sufficient, and that no other persons are entitled to service of the Application or any orders arising therefrom;

2. Terminating the period within which the Borrower may file a proposal (the “**Proposal Period**”);
3. Appointing FTI Consulting Canada Inc. (“**FTI**”) as the receiver and manager (the “**Receiver**”) over certain of the assets, properties, and undertaking (collectively, the “**Property**”) as described in Schedule “**A**” of the draft Receivership Order, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 99(a) of the *Business Corporations Act*, RSA 2000, c B-9, and section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7;
4. Sealing Confidential Exhibits “1” and “2” (collectively, the “**Confidential Exhibits**”) as set out in the Affidavit of Audrey Ng, sworn on August 12, 2019 (the “**Ng Affidavit**”).
5. Such further and other relief as counsel for the Lender may advise.

Grounds for Making this Application

6. The Borrower entered into the following financing agreements with the Lender:
 - (a) Offer of Financing, dated July 19, 2018, between the Lender, as lender, the Borrower, as borrower, and Aable, R.D.E. Inc., Frontline Civil Holdings Inc., and R.D.E. Transport Inc. (collectively, the “**Guarantors**”), as guarantors;
 - (b) Offer of Financing, dated November 5, 2018, between the Lender, as lender, the Borrower, as borrower, and the Guarantors, as guarantors;
 - (c) Amendment to Offer of Financing, dated December 24, 2018, between the Lender, as lender, the Borrower, as borrower, and the Guarantors, as guarantors; and,
 - (d) Amendment to Offer of Financing, dated April 3, 2019, between the Lender, as lender, the Borrower, as borrower, and the Guarantors, as guarantors,(collectively, the “**Offer of Financing**”).
7. Under the Offer of Financing, the Lender made the following credit facilities available to the Borrower:
 - (a) Demand Revolving Operating Credit in the amount of \$3,000,000 (“**Facility A**”);

- (b) Seasonal Demand Revolving Operating Credit in the amount of \$4,000,000 (“**Facility B**”);
 - (c) Revolving Equipment Credit of \$4,500,000;
 - (d) MasterCard Cards in the amount of \$100,000 (“**Facility D**” and together with Facility A, Facility B and Facility C, the “**Demand Facilities**”);
 - (e) Global Net Risk Line in the amount of \$1,000,000; and,
 - (f) Electronic Funds Transfer Settled Risk in the amount of \$1,000,000
- (collectively, the “**Credit Facilities**”).

8. The Borrower granted to the Lender, as general and continuing collateral security for the payment and performance of all debts, liabilities, and obligations of the Borrower, a mortgage, pledge, charge, and security interest to and in favour of the Lender in all of its present and after-acquired personal property and in all proceeds and renewals thereof, accessions thereto, and substitutions therefor (collectively referred to as, the “**Collateral**”) pursuant to a General Security Agreement, dated August 21, 2018, to and in favour of the Lender (the “**GSA**”).

9. The Lender perfected its security interests under the GSA, against the Borrower and the Collateral, in the Alberta, British Columbia, and Saskatchewan Personal Property Registries.

10. The Lender’s rights and remedies under the GSA are enforceable, *inter alia*, upon the Borrower’s default, which includes, among other things, failing to pay the Indebtedness (as defined below) when due and owing to the Lender.

11. The GSA provides that upon a default or event of default, the Lender is entitled to apply for the appointment of a Receiver.

12. As at July 9, 2019, the Borrower is indebted to the Lender in the amount of \$11,052,152.32 plus any and all accruing interest, fees, costs, and expenses incurred by the Lender, in accordance with the terms and conditions set out in the Offer of Financing, the GSA, and any other agreements as between the Borrower and the Lender (collectively, the “**Indebtedness**”).

13. On July 9, 2019, the Lender issued a demand to the Borrower (the “**Demand**”): (i) demanding repayment of the Indebtedness, in full; and, (ii) terminating all availability under the

Offer of Financing and the Credit Facilities. Together with the Demand, the Lender also issued Notices of Intention to Enforce Security to the Borrower and the Guarantors, in accordance with Section 244 of the BIA.

14. The Borrower has failed to pay the amounts owing to the Lender, following the issuance of the Demand, such failure constitutes a further default under the terms of the Offer of Financing and the GSAs.

15. The Borrower filed a Notice of Intention to Make a Proposal (the “**NOI**”) pursuant to subsection 50.4(1) of the BIA, commencing the within proceedings (the “**NOI Proceedings**”) on July 19, 2019.

16. The initial 30 day Proposal Period is set to expire on August 19, 2019.

17. It is appropriate that the Proposal Period be terminated because:

- (a) The Borrower has no or negligible revenue and will not be able to make a viable proposal before the expiration of the time to do so;
- (b) The Lender has lost complete confidence in the Borrower’s management, including relative to the Borrower’s wrongfully appropriating the Lender’s security into the diverted bank account but also generally due to the inability of the management of the Borrower to advance a restructuring proposal or any meaningful plan; and
- (c) The Lender will not support a continuation of the NOI Proceedings.

18. The Borrower no longer has any credit available under the Offer of Financing or the Credit Facilities and does not have any funds available to continue its operations or pay its debts as they become due. Any further and ongoing operations, to the extent they are funded by the Borrower, will be funded through the Borrower’s accounts receivable and the depreciation of the Collateral, resulting in the Lender suffering a corresponding prejudice as a result thereof.

19. The granting of the relief sought by the Lender will preserve and protect the value of the Borrower’s Property and allow go-forward decisions in respect of the Borrower’s business to be made by a court-appointed officer for the benefit of all stakeholders.

20. Based on the foregoing, the appointment of the Receiver is just and convenient, as well as necessary, in order to protect the interests of the Lender and to preserve and realize on the Collateral in an orderly fashion.

21. The Confidential Exhibits to the Ng Affidavit contain certain information communicated to the Lender in confidence and the dissemination of which would pose a serious risk to the economic interests of the Borrower and its stakeholders. The salutary benefit of non-disclosure outweighs the deleterious effect. The sealing provision that the Lender seeks on the Application, in respect of the Confidential Exhibits, is a fair and reasonable method of addressing the serious and irreparable harm that would result if the Confidential Exhibits were publically disseminated.

22. Such further grounds as counsel for the Lender may advise.

Material or evidence to be relied on:

23. The Affidavit of Audrey Ng, sworn on August 13, 2019, filed;

24. The Confidential Exhibits to the Ng Affidavit, to be filed; and

25. Such further and other material as counsel for the Lender may advise and this Honourable Court may permit.

Applicable rules:

26. Rules 1.3, 6.3, 6.9, 11.27, 13.21(3), and 13.5 of the *Alberta Rules of Court*, Alta. Reg. 124/2010.

27. Such further and other rules as counsel for the Lender may advise and this Honourable Court may permit.

Applicable acts and regulations:

28. Section 243 of the BIA.

29. Section 13(2) of the *Judicature Act* (Alberta).

30. Section 99(a) of the *Business Corporations Act*.

31. Section 65(7) of the *Personal Property Security Act*.

32. Such further and other acts and regulations as counsel for the Lender may advise or this Honourable Court may permit.

Any irregularity complained of or objection relied on:

33. There are no irregularities complained of or objections relied on.

How the application is proposed to be heard or considered:

34. The Lender proposes that the Application be heard in person with one, some, or all of the parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A"
RECEIVERSHIP ORDER**

Clerk's Stamp

ESTATE NUMBER 24-2536824

COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE EDMONTON

PROCEEDING: IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF R.D.E. VENTURES INC.

DOCUMENT **RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
Suite 4000, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Phone: 403 260 3531 / 3710 / 3536
Fax: 403 260 3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: August 16, 2019

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice J.H. Goss

LOCATION OF HEARING Edmonton, Alberta

UPON the application (the "**Application**") of National Bank of Canada (the "**Lender**") in respect of R.D.E. Ventures Inc. (the "**Debtor**"); **AND UPON** having read the Application and the Affidavit of Audrey Ng, sworn on August 13, 2019 (the "**Ng Affidavit**"), filed; **AND UPON** reading the Confidential Exhibits "1" and "2" (collectively, the "**Confidential Exhibits**") to the Ng Affidavit, to be filed; **AND UPON** reading the consent of FTI Consulting Canada Inc. to act as receiver and manager (the "**Receiver**") over certain assets, properties, and undertaking (the "**Property**") of the Debtor as described in Schedule "A" attached hereto, filed; **AND UPON** hearing counsel for the Lender and any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, section 99(a) of the *Business Corporations Act*, R.S.A. 2000, c. B-9, and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, PwC is hereby appointed as Receiver, without security, of the Property.

RECEIVER'S POWERS

3. 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;
- (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, 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;
- (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 (as defined below), including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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.

5. 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 5 or in paragraph 6 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.

6. 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

7. 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

8. 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

9. 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, however, that

this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further 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.

10. Nothing in this Order shall prevent any party from taking an action against the Debtor 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

11. 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. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. 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

13. 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

14. 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**").

15. 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

16. (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

17. 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

18. 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 \$250,000 (or such greater amount as this Court may by further order authorize), 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 section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.

20. 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

21. The Receiver 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 \$250,000 (or such greater amount as this Court may by further order authorize) at any time, 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), 81.6(2), and 88 of the BIA.

22. 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.

23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "**B**" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. 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.

25. 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.

ALLOCATION

26. 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.

VALIDITY OF LENDER SECURITY / DISTRIBUTION

27. The security interests granted by the Debtor to the Lender pursuant to the general security agreement dated August 21, 2018, are valid and enforceable. The Receiver be and is hereby authorized to distribute all proceeds relied from the disposition of the Property to the Lender after having either settled, paid or withheld sufficient funds to secure the claim of Brandt Tractor Ltd. in respect of the following Garage Keepers' Liens registered by Brandt Tractor Ltd. on: (i) June 7, 2019 as Registration No. 19060748201 in the amount of \$108,061.54; (ii) June 10, 2019 as Registration No. 19061042511 in the amount of \$14,526.85; (iii) August 1, 2019 as Registration No. 19080133039 in the amount of \$15,953.27; and (iv) August 1, 2019 as Registration No. 19080133403 in the amount of \$8,565.05.

GENERAL

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. 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.

30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. 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.

32. 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.

33. 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.

34. 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

35. The Receiver shall establish and maintain a website in respect of these proceedings at _____ (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.

36. 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 Website

and service on any other person is hereby dispensed with.

37. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of
Alberta

**SCHEDULE "A" TO THE FORM OF RECEIVERSHIP ORDER
PROPERTY**

1. The following Collateral (as such terms are defined in the *Personal Property Security Act*, RSA 2000, c P-7). All of the Debtor's:
 - (a) Accounts;
 - (b) Goods;
 - (c) Inventory; and
 - (d) Personal Property.

2. The Debtor's right, title and interest in and to the following equipment:

Year	Make/Model	Serial Number
2013	John Deere 250G Excavator	1FF250GXADD608843
2012	John Deere 470G Excavator	1FF470GXVBE470147
2013	John Deere 350G Excavator	1FF350GXHCD808952
2013	John Deere 210G Excavator	1FF210GXJCD520798
2015	Cat 336F Excavator	CAT0336FKRKB00835
2015	Cat 336F Excavator	CAT0336FCRKB00653
Compaction		
2010	Bomag 213PDH Compactor	901582571146
2008	Dynapac CA 262 Compactor	67520819
2010	Bomag 211D Compactor	901583251598
2006	Dynapac Combi Roller	X53774
1990	Sakai TX70C Combi Roller	19261001
2011	Sakai SW750 Pneumatic Roller	1GW2-20218
2007	Dynapac CC122 Combi Roller	60118948
Dozers		
2012	John Deere 450J Dozer	1T0450JXHCD228311
2012	John Deere 450J Dozer	1T0450JXACD220044
2014	John Deere 850K Dozer	1T0850KXKEE263760
2006	John Deere 950C	LU950CX006659
2013	John Deere 650J LGP Dozer	1TO650JXTDD240683
Graders		
1995	Leeboy 685 Grader	685023

Loaders		
2012	Hyundai HL740 Loader	HLN01TC0000425
2014	John Deere 644K Loader	1DW644KZCED659152
2006	John Deere 824J Loader	DW824JX605920
ADT's		
2014	John Deere 410 E ADT	1DW410ETLEE658265
2014	John Deere 410 E ADT	1DW410ETLEE658363
2015	John Deere 460 E ADT	1DW460ETLEE665444
Pavers		
2007	Mauldin 1750C Paver	888G75TJSY201888
Attachments		
2014	John Deere Cold Planer - 32 '	T0CP24C130009
2014	John Deere Pick Up Broom	1T0BP84XJD0000161
2014	CWS Excavator Mat Grapple	WO13030303
2014	Brandt - 60" Loader Forks	
2014	Brandt - Loader Mat Grapple	516843
2011	Ammann Tamper	10719750
2012	CWS - 72" Hydraulic Q/A Bucket	PM23524
2014	Accurate 18" Dig Bucket	1301-2087603
2012	CWS 36" Dig Bucket	W00804991
2012	CWS 42" Dig Bucket	W01302112
2012	CWS 48" Dig Bucket	E69838-2
2015	Cement Saw - 14"	Q0204141244
2012	Auger Extensions 12" & 18"	No S/N
2012	EDGE 84" snow bucket	78636
2012	EDGE 101" snow bucket	1235200
2012	EDGE 120" snow push	1T0SP10XCA0000011
2012	JD 120" snow push	1T0SP10XCA0000011
2015	JD Angle broom	1T0BA84XJE0000521
2014	Cold Planer - 12"	1T0LP84XLC0000024
2012	Dutchman Tree Spade	4354
2010	Tree wrapper	No S/N
2013	JD 84" pick up broom	1T0BR84XTB0000082

2013	Virnig 84" Snow Bucket	76133
2012	8' Angle Blade	No S/N
2012	9' Angle Blade	No S/N
2012	Deagleman 84" Bucket	2434
2013	Bush Grapple	12LA33103
2012	Conterra Double Blade Grader	CG 14514
2014	Cold Planer - 32"	ST-89778
2012	Rock Handler EZ spot UR	EZT-000-1584
2015	Paladin 4' Hydraulic Trencher	363800
2013	JD Jack Hammer	F048753
2013	Trailer extend-a-boom	No S/N
2013	EDGE 96" snow push	61748
2013	JD Hydraulic Auger	TOPA15X110155
2012	EDGE 84" pickup broom	1131048
2016	Ripper Tooth (180-210)	210064
2016	Wrist Twist Bucket (180-210)	518155
2013	WBM 30" Dig Bucket	3-104449-1
Trucks		
2015	Peterbilt 567	1XPCDP9X7FD290196
2008	Sterling 850 Auto DT	2FZHAWBS08AAB9604
Vehicles		
2011	Ford F550 Service Truck	1FDUF5HT1BEC08188
2012	Chev Silverado	1GC0KVCG6CZ130512
2013	Dodge Ram 5500	3C7WRNEL2DG564009
2000	Freightliner FL50	1FV3EEAD96HB83941
2009	GMC Topkick	1GDE5E1929F401928
Trailers		
2015	East Tridem End Dump	1E1D25388FR053822
2015	Fellings Tridem Lowbed	5FTLA5331F1000613
2015	BWS Jeep	2B940GD23F1001442
2008	PJ Gooseneck Trailer	4P5LY342181119433
2006	Trailtech Trailer	2CU43AL9662019491
1998	Leeboy L250 Tack Trailer	M07

2004	22ft Cargomate trailer	5NHUWEV248N057580
2013	16ft Fast Trak trailer	1WF200F24C4078232
2010	Double A Hydraulic Tilt Trailer	2DAEC627XAT011334
2007	Beothuk Tandem Trailer	2T9FT702471416552
2012	SWS Tridem 36' Trailer	4UGFP3632DD022464
2012	SWS Tandem 28' Trailer	4UGFP3028CD019938
2014	Mauldin MT 600 Tack Pot	4C9MT602XDG229806
2014	Mauldin MT 250 Tack Pot	607-E-T25THOYO-0160
2012	Terex Light Plant - 8KW	4ZJSL1410C1000858
2012	Terex Light Plant - 8KW	4ZJSL1412C1000859

**SCHEDULE "B" TO THE FORM OF RECEIVERSHIP ORDER
RECEIVER'S CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

38. **THIS IS TO CERTIFY** that FTI Consulting Canada Inc., the receiver and manager (the "**Receiver**") of certain property of R.D.E. Ventures Inc. (the "**Debtor**") appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the 16th day of August, 2019 (the "**Order**") made in action number _____, 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 \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

39. 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 _____ from time to time.

40. 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.

41. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

42. 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.

43. 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.

44. 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 _____, 20__.

**FTI CONSULTING CANADA INC., solely
in its capacity as Receiver of the
Property (as defined in the Order), and
not in its personal capacity**

Per: _____
Name:
Title:

**SCHEDULE "B"
SEALING ORDER**

Clerk's Stamp

ESTATE NUMBER	24-2536824
COURT	COURT OF QUEEN'S BENCH OF ALBERTA IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE	EDMONTON
PROCEEDINGS:	IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF R.D.E. VENTURES INC.
DOCUMENT	ORDER (Sealing)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Suite 4000, 421 7th Avenue SW Calgary AB T2P 4K9 Attention: Sean Collins / Pantelis Kyriakakis Phone: 403 260 3531 / 3536 Fax: 403 260 3501 Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: August 16, 2019

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice J.H. Goss

LOCATION OF HEARING Edmonton, Alberta

UPON the application of National Bank of Canada ("**National Bank**") in respect of R.D.E. Ventures Inc. (the "**Borrower**"); **AND UPON** having read the Application and the Affidavit of Audrey Ng, sworn on August 13, 2019 (the "**Ng Affidavit**"), filed; **AND UPON** reading the Confidential Exhibits "1" and "2" (collectively, the "**Confidential Exhibits**") to the Ng Affidavit, to be filed; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn on August 16, 2019, filed; **AND UPON** hearing counsel for National Bank and any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Part 6, Division 4 of the Alberta Rules of Court does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Exhibits on the Court file until the

conclusion of the within proceedings. The Confidential Exhibits shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL EXHIBITS "1" and "2" TO THE AFFIDAVIT OF AUDREY NG SWORN ON AUGUST 13, 2019, WHICH ARE SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE J.H. GOSS, DATED AUGUST 16, 2019, AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL THE DISCHARGE OF THE RECEIVER AND MANAGER.

2. Any person may apply, on reasonable notice to the Borrower, the Receiver, National Bank, and any other persons likely to be affected, to vary or amend the terms of paragraph 1 of this Order.
3. Service of this Order on the persons listed on the service list shall be by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are entitled to be served with a copy of this Order.

J.C.C.Q.B.A.

**SCHEDULE "C"
ORDER (TERMINATING NOI)**

Clerk's Stamp

ESTATE NUMBER 24-2536824

COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE EDMONTON

PROCEEDINGS: IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE
A PROPOSAL OF R.D.E. VENTURES INC.

DOCUMENT **ORDER (Terminating NOI)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
Suite 4000, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Phone: 403 260 3531 / 3536
Fax: 403 260 3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: August 16, 2019

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice J.H. Goss

LOCATION OF HEARING Edmonton, Alberta

UPON the application of National Bank of Canada ("**National Bank**") in respect of R.D.E. Ventures Inc. (the "**Borrower**"); **AND UPON** having read the Application and the Affidavit of Audrey Ng, sworn on August 13, 2019 (the "**Ng Affidavit**"), filed; **AND UPON** reading the Confidential Exhibits "1" and "2" (collectively, the "**Confidential Exhibits**") to the Ng Affidavit, to be filed; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn on August •, 2019, filed (the "**Service Affidavit**"); **AND UPON** hearing counsel for National Bank and any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of the Application and related materials is abridged, the Application is properly returnable today, service of the Application and supporting materials on the service

list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons other than those listed on the service list (the “**Service List**”) attached as an exhibit to the Service Affidavits, are entitled to service of the Application and supporting materials.

Termination of NOI

2. The time within which the Borrower may file a proposal to their creditors is hereby immediately terminated in accordance with section 50.4(11) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

General

3. Service of this Order on the persons listed on the Service List shall be by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the Service List are entitled to be served with a copy of this Order.

J.C.C.Q.B.A.