

COURT FILE NUMBER **2101-00810**
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 PLAINTIFF **2314174 ALBERTA LTD.**
 DEFENDANT **1652563 ALBERTA LTD.**



**IN THE MATTER OF THE RECEIVERSHIP OF
 1652563 ALBERTA LTD.**

DOCUMENT **ORDER FOR DISCHARGE OF RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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 File No. 4407777/000010

DATE ON WHICH ORDER WAS PRONOUNCED: August 11, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K.D. Yamauchi

UPON the Application of BDO Canada Limited, in its capacity as the court-appointed receiver and manager, and not in its personal or corporate capacity (the “**Receiver**”), of all of the current and future property and undertakings of 1652563 Alberta Ltd. o/a and dba “Two Guys Trailer” (“**165**”), filed on August 3, 2021 (the “**Application**”); **AND UPON** having read the Application, the Receiver’s Second Report to the Court dated August 3, 2021 (the “**Second Report**”), the Affidavit of Service of Lyndsey Pearson affirmed on August 10, 2021, filed (the “**Service Affidavit**”), and the pleadings and proceedings filed herein, including the receivership order granted on February 11, 2021 (the “**Receivership Order**”); **AND UPON** noting that the Receiver has completed all matters required in order to be discharged as receiver and manager of 165; **AND UPON** hearing from counsel for the Receiver and any other interested party appearing at the Application, which occurred via WebEx Video Conference having regard to the Court’s procedures for the COVID-19 pandemic;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of notice of this Application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

Approval of Activities, Accounts and Disbursements

3. The Receiver's activities as set out in the Second Report, and its prior report filed herein, together with the Statement of Receipts and Disbursements, as set out in the Second Report, are hereby approved, confirmed and ratified. For greater certainty, this includes the Receiver's anticipated assignment of 165 into bankruptcy as detailed in the Second Report.
4. The Receiver's accounts for fees and disbursements, in the amount of \$14,419.86 (plus GST), for the period of April 1, 2021 to May 31, 2021, as described in the Second Report, are hereby approved, confirmed and ratified without the necessity of a formal passing of its accounts.
5. The accounts rendered by the Receiver's legal counsel, Borden Ladner Gervais LLP ("**BLG**"), in the amount of \$21,934.57 (plus GST), for the period of April 6, 2021 to June 30, 2021, as described in the Second Report, are hereby approved, confirmed and ratified without the necessity of a formal assessment of its accounts.
6. The accounts rendered by the American legal counsel engaged by the Receiver, Greenberg Traurig LLP, in the amount of US\$1,650.00, as described in the Second Report, are hereby approved, confirmed and ratified without the necessity of a formal assessment of its accounts.
7. The Receiver's and the Receiver's legal counsel, BLG's, remaining costs incurred to finalize the administration of the within Receivership Proceedings, including with respect to this application for discharge, in the approximate amounts of \$20,000.00 (including GST) and \$15,000.00 (including GST), respectively, are hereby approved without the necessity of a formal assessment of accounts.

Discharge of Receiver

8. On the evidence before the Court, as outlined in the Second Report, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in these proceedings, including the Receivership Order, up to and including the date hereof, in respect of 165.

9. The Receiver shall not be liable for any act or omission on its part in respect of 165 including, without limitation, any act or omission pertaining to the discharge of its duties in respect of 165 in the within proceedings, save and except for any liability arising out of any fraud, gross negligence or wilful misconduct on its part, or with leave of the Court. Subject to the foregoing, any claims against the Receiver in respect of 165, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission of the Receiver in any way relating to or arising out of or in respect of the performance of its duties regarding 165, are hereby stayed, released, extinguished and forever barred.
10. No action or other proceeding shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver of 165, except with prior leave of this Court on notice to the Receiver and upon such terms as this Court may direct.
11. Nothing in this order shall derogate from the protections ordered with respect to the Receiver in the Receivership Order.
12. Upon the completion of:
 - (i) The assignment of 165 into bankruptcy; and
 - (ii) The approval and closing of the transaction contemplated by the Purchase and Sale Agreement between the Receiver and 2314174 Alberta Ltd. dated July 29, 2021, as described in the Second Report

(the “**Remaining Steps**”),the Receiver shall hereby be unconditionally discharged as receiver and manager of 165, and from any and all further obligations as receiver and manager of 165, such discharge to take final effect upon the Receiver filing a Certificate of Discharge substantially in the form attached hereto as **Schedule “A”**.
13. Upon the completion of the Remaining Steps, the Receiver shall be authorized, at its discretion, to transfer the corporate books and records of 165 remaining in the Receiver’s possession to the control of Mr. Jerry Roberts, the former sole director of 165.

Miscellaneous Matters

14. Service of this Order shall be deemed good and sufficient by serving the same on:
 - (a) The persons listed on the Service List (as found at Schedule “A” to the Application); and,

(b) By posting a copy of this Order on the Receiver's website at: www.bdo.ca/en-ca/extranets/165263alberta.

15. No other Persons are entitled to be served with a copy of this Order.

16. Service of this Order shall be deemed good and sufficient regardless of whether service is effected by PDF copy attached to an email, facsimile, courier, personal delivery or ordinary mail.



Justice of the Court of Queen's Bench of Alberta

Schedule "A"

COURT FILE NUMBER **2101-00810**
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary
PLAINTIFF **2314174 ALBERTA LTD.**
DEFENDANT **1652563 ALBERTA LTD.**

Clerk's Stamp

**IN THE MATTER OF THE RECEIVERSHIP OF
1652563 ALBERTA LTD.**

DOCUMENT **RECEIVER'S DISCHARGE CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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File No. 440777/000010

RECITALS

A. Pursuant to an Order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta (the "**Court**") dated February 11, 2021, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of the current and future assets, property and undertakings of 1652563 Alberta Ltd.

B. Unless otherwise indicated herein, capitalized terms not defined herein have the meaning attributed to them in the Second Report of the Receiver, dated August 3, 2021.

THE RECEIVER CERTIFIES the following:

1. The Receiver hereby confirms that its obligations as receiver and manager of 165 are satisfied.
2. This Certificate was delivered by the Receiver at Calgary, Alberta on _____, 2021.

BDO Canada Limited, in its capacity as court appointed receiver of the assets and undertaking of 1652563 Alberta Ltd. and not in its personal or corporate capacity.

Per: _____

Marc Kelly
Senior Vice President