

COURT FILE NUMBER 1903-24389

Clerk's Stamp

COURT COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF TLI CHO LANDTRAN TRANSPORT
LTD., 1456998 ALBERTA LTD., and 1456982 ALBERTA LTD.

APPLICANT TLI CHO INVESTMENT CORPORATION

RESPONDENTS TLI CHO LANDTRAN TRANSPORT LTD., 1456998 ALBERTA
LTD., and 1456982 ALBERTA LTD.

DOCUMENT **APPLICATION**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY
FILING THIS
DOCUMENT **McMillan LLP**
Suite 1700, 421 – 7th Avenue S.W.
Calgary, Alberta T2P 4K9
File No.: 269237

Attention: Adam Maerov
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Attention: Kourtney Rylands
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NOTICE TO RESPONDENTS

This application is made against you. You are the respondents.

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: February 28, 2020
Time: 2:00 pm
Where: Edmonton Law Courts
Before Whom: The Honourable Justice Little

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

Remedy claimed or sought:

Tlcho Investment Corporation (“**TIC**” or the “**Applicant**”) seeks relief as follows:

1. An Order, substantially in the form attached hereto as Schedule “A” hereto, granting, among other things, the following relief (the “**ARS Sale Approval Order**”):
 - (a) deeming service of the notice of application and supporting materials good and sufficient;
 - (b) declaring the binding offer received from ARS Trucking & Welding Ltd. (“**ARS**”) to be the Successful Bid (as defined in the Sale Process appended to the first report of the Monitor) in respect of the assets described therein (the “**ARS Assets**”) and approving the execution of the Agreement of Purchase and Sale dated February 21, 2020 between the Transport Companies and ARS (the “**ARS Sale Agreement**”);
 - (c) authorizing the Transport Companies to take all steps or actions necessary or desirable to complete the closing of the transactions contemplated by the ARS Sale Agreement, including the execution of any other agreement, contract, deed, bill of sale, transfer or any other document which could be required or be useful to give full and complete effect to the ARS Sale Agreement;
 - (d) vesting the ARS Assets in the name of ARS free and clear of all Claims (as defined in the ARS Sale Approval Order); and

- (e) directing the Registrars and Registry Agents of Motor Vehicle Services of Alberta and the Registrars and Registry Agents of Motor Vehicles of the Northwest Territories to transfer the registrations of the ARS Assets to ARS.
2. An Order, substantially in the form attached as Schedule “B” hereto granting, among other things, the following relief (the “**Auction Approval Order**” and together with the ARS Sale Approval Order, the “**Approval Orders**”):
- (a) deeming service of the notice of application and supporting materials good and sufficient;
 - (b) declaring the binding offer received from IronPlanet Canada Ltd. (the “**Auctioneer**”) to be the Successful Bid in respect of the assets described therein (the “**Auction Assets**”) and approving the execution of the Auction Agreement (as defined below);
 - (c) authorizing the Transport Companies to take all steps or actions necessary or desirable to complete the closing of the transactions contemplated by the Auction Agreement, including the execution any other agreement, contract, deed, invoice, bill of sale, transfer or any other document which could be required or be useful to give full and complete effect to the Auction Agreement (as defined below);
 - (d) authorizing the Transport Companies to retain the Auctioneer pursuant to the terms of the Auction Agreement;
 - (e) authorizing the Auctioneer to market and sell the Auction Assets free and clear of all claims and encumbrances; and
 - (f) directing the Registrars and Registry Agents of Motor Vehicle Services of Alberta and the Registrars and Registry Agents of Motor Vehicles of the Northwest Territories to transfer the registrations of the Auction Assets to each applicable purchaser of the applicable Auction Asset.

3. An Order, substantially in the form attached as Schedule “C” hereto granting, among other things, the following relief (the “**Lien Determination, Distribution and Stay Extension Order**”):
- (a) deeming service of the notice of application and supporting materials good and sufficient;
 - (b) declaring the Priority Liens described in the Third Report of the Monitor are to be valid and ranking senior in priority to the security interests granted by the Transport Companies in favour of Canadian Imperial Bank of Commerce (“**CIBC**”);
 - (c) declaring the Invalid Liens described in the Third Report of the Monitor to be invalid and of no force or effect such that any valid claims asserted in relation to such Invalid Liens constitute unsecured claims against the Transport Companies;
 - (d) authorizing and directing the Monitor to pay:
 - (i) to CIBC from time to time such distributions as are required to repay amounts owing by the Companies to CIBC under their secured credit facilities; and
 - (ii) to other secured creditors of the Companies from time to time whose security interests against specific collateral are determined by the Monitor to rank senior in priority to CIBC, as disclosed in the Third Report of the Monitor to the extent required to satisfy such senior ranking secured claims;
- in all cases, subject to such reasonable reserves as the Monitor deems necessary for the administration of these proceedings and the satisfaction of the senior ranking secured claims; and
- (e) extending the stay of proceedings until June 15, 2020.

4. Such further relief as this Honourable Court may grant.

Grounds for making this application:

A. Background

5. The Applicant, Tlichō Investment Corporation is the ultimate parent company of the respondent, Tli Cho Landtran Transport Ltd. (“**Tłichō Landtran**”).
6. TIC is also a creditor of Tłichō Landtran and the majority shareholder of the respondents of 1456998 Alberta Ltd. (the “**General Partner**”), and 1456982 Alberta Ltd. (the “**Limited Partner**”), which companies are the general partner and the limited partner of Ventures West Transport LP (“**Ventures West LP**” and together with Tłichō Landtran, the General Partner and the Limited Partner, the “**Transport Companies**”).
7. The Applicant is wholly owned by the Tłichō Government. The Tłichō are an aboriginal people of Canada that have traditionally used and occupied lands in and adjacent to the Northwest Territories.
8. The Tłichō Government owns and operates a number of businesses for the benefit of the Tłichō, including the Applicant. The Applicant is the ultimate parent company of each of the businesses and companies owned and operated by and on behalf of the Tłichō Government. Prior to the commencement of these proceedings, the Applicant employed directly and indirectly more than 450 employees, many of whom are residents of Tłichō Communities.

B. Court Proceedings

9. On November 29, 2019, proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) were commenced by TIC in respect of the Transport Companies and an Initial Order was obtained (the “**Initial Order**”)

appointing MNP Ltd. as monitor of the Transport Companies in the CCAA proceedings (the “**Monitor**”) and granting a stay of proceedings in respect of the Transport Companies and their businesses and property until December 8, 2019.

10. On December 6, 2019, TIC sought and obtained an order (the “**First Amending Order**”) extending the stay of proceedings to February 21, 2020 and approving a sales process (the “**Sale Process**”) of the assets of the Transport Companies.
11. On February 18, 2020, TIC sought and obtained an order extending the stay of proceedings to March 31, 2020 (the “**Second Amending Order**”).
12. TIC commenced these proceedings largely in order to develop and implement the Sale Process in order to maximize the value of the assets of the Transport Companies.
13. Since December 6, 2019, the Transport Companies, with the assistance of the Monitor, have been implementing the Sale Process, which included the solicitation of bids, due diligence by prospective bidders and the submission and evaluation of binding offers.
14. On or before February 14, 2020, the Transport Companies received several binding offers from prospective purchasers. Since February 14, 2020, the Transport Companies, in consultation with the Monitor and the Transport Companies’ primary secured creditor, CIBC, have been evaluating the binding offers in order to identify one or more Successful Bids (as defined in the Sale Process).
15. TIC seeks court approval of the two transactions resulting from the Sales Process.

C. The Sale Transaction and the Auction Transaction

16. The Sale Process approved by the First Amending Order included the following specific milestones:

Action	Estimated Timing

Action	Estimated Timing
Sending information summary to prospective purchasers	Beginning December 9, 2019
Newspaper notice published	On or before December 13, 2019
Data room access provided to those who sign non-disclosure agreement	On or before February 14, 2020
Viewings for interested parties	On or before February 14, 2020
Deadline for binding offers	February 14, 2020
Target closing date	February 28, 2020

17. The Monitor and the Transport Companies completed all of the duties set out in the Sale Process.
18. Upon review of the binding offers submitted by the offer deadline, the Transport Companies, in consultation with the Monitor and CIBC, selected binding offers from ARS and the Auctioneer as Successful Bids.
19. On February 21, 2020, the Transport Companies entered into an Asset Purchase Agreement with ARS (the “**ARS Sale Agreement**”) pursuant to which ARS agreed to purchase from the Transport Companies the ARS Assets with a current closing date of February 28, 2020. The only material condition of closing is approval of the transaction by this Court.
20. On or around February 24, 2020, the Transport Companies plan to enter into an Auction Agreement with the Auctioneer (the “**Auction Agreement**”) pursuant to which the Auctioneer shall market and oversee the liquidation of the Auction Assets.

21. The ARS Sale Agreement and the Auction Agreement and the transactions contemplated therein respectively (the “**Sale Transaction**” and the “**Auction Transaction**”):
 - (a) provide fair and reasonable consideration for the property listed therein;
 - (b) are in the best interests of the Transport Companies because together they result in the greatest recovery among the bids submitted in the Sale Process;
 - (c) provide reasonable certainty of a timely closing and with limited closing risk;
 - (d) are more beneficial to the Transport Companies and their stakeholders than would be a sale or disposition in a bankruptcy; and
 - (e) will allow for significant interim and final payments to be made to the primary secured creditor of the Transport Companies, CIBC and other secured creditors with security on specific assets that ranks senior in priority to CIBC’s security.

22. The Sale Process undertaken by the Transport Companies with the assistance of the Monitor:
 - (a) was approved by this Honourable Court;
 - (b) was fair and reasonable in the circumstances,
 - (c) was open, transparent and conducted in a professional manner; and
 - (d) was approved by the Monitor and was conducted with the participation, assistance and oversight of the Monitor; and

23. There has been no unfairness in the working out of the Sale Process.

24. The Sale Transaction and the Auction Transaction are supported by the Monitor and CIBC.

D. The Inadvertent Trailer Registrations

25. The primary assets of the Transport Companies are trailers that were used in the transportation services business.
26. As described further in the evidence, 108 trailers were inadvertently registered under the name of Ventures West Transport Inc. (“**VWTI**”) during the course of operations. These trailers ought to have been registered in the name of one of the Transport Companies.
27. In order to rectify the inadvertent registration of the 108 trailers under the name of VWTI, both of the Approval Orders will direct that following the closing of the transactions, Service Alberta and any applicable registry agent will be authorized to transfer the registration of any trailers or motor vehicles of the Transport Companies to the applicable purchaser.

E. The Lien Determination and Distribution Order

28. CIBC is the primary secured creditor of the Transport Companies. CIBC made available to TIC and its subsidiaries a revolving demand facility pursuant to a commitment letter dated November 27, 2017 (the “**2017 Commitment Letter**”). The 2017 Commitment Letter was amended and restated on October 10, 2019, to, among other things, reduce the limit of the revolving demand facility to \$12 million (collectively, the “**CIBC Loan**”).
29. There is currently \$14.4 million due and owing to CIBC under the CIBC Loan.
30. Pursuant to the terms of the CIBC Loan, each of the Transport Companies guaranteed the repayment of the CIBC Loan. The Transport Companies granted in favour of CIBC security over all present and after acquired personal property of the Transport Companies.
31. The Monitor has conducted an independent review of CIBC’s security and concluded that it is valid and enforceable and that it has a first-ranking security interest in the property of

the Transport Companies, including the property listed in the ARS Sale Agreement and the Auction Agreement, but such first-ranking security interest is subject to certain liens arising under the *Garage Keepers' Act*, RSA c G-2 by certain lien claimants.

32. The validity and priority of the lien claims will be addressed in the Monitor's Third Report. TIC seeks Court approval of the Monitor's assessment of the lien claims.
33. TIC seeks authorization of this Court for payment of interim distributions of certain net proceeds of the closing of the Sale Transaction and Auction Transaction to CIBC and to lien claimants who the Monitor has determined have valid lien claims that rank senior in priority to CIBC.

Material or evidence to be relied on:

34. The Initial Order;
35. The First Amending Order;
36. The Second Amending Order;
37. The Affidavit of Mark Brajer, sworn February 24, 2020;
38. The Pre-filing Report of the Monitor
39. The First Report of the Monitor;
40. The Third Report of the Monitor;
41. The Confidential Report of the Monitor; and
42. Such further evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

43. Rules 1.3, 1.4, 6.3 of the Alberta Rules of Court; and

44. Such further material as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

45. The CCAA and this Court's equitable and statutory jurisdiction thereunder; and

46. Such further authority as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

47. None.

How the application is proposed to be heard or considered.

48. In person.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicants 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"
(See Attached)

COURT FILE NUMBER

1903-24389

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF TLI CHO
LANDTRAN TRANSPORT LTD., 1456998
ALBERTA LTD., and 1456982 ALBERTA LTD.

APPLICANT

TLICHO INVESTMENT CORPORATION

RESPONDENTS

TLI CHO LANDTRAN TRANSPORT LTD., 1456998
ALBERTA LTD., and 1456982 ALBERTA LTD.

DOCUMENT

**SALE APPROVAL AND VESTING ORDER
(ARS TRUCKING AND & WELDING LTD.)**

CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

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File No. 261496

DATE ON WHICH ORDER WAS PRONOUNCED:

February 28, 2020

LOCATION OF HEARING:

Edmonton Law Courts

NAME OF JUDGE WHO MADE THIS ORDER:

The Honourable Justice Mah

UPON the application of Tłıchq Investment Corporation (the “Applicant”), AND UPON noting the relief sought in respect of the respondents, Tłıchq Landtran Transport Ltd., 1456998 Alberta Ltd., 1456982 Alberta Ltd. and Ventures West Transport LP (the “Companies”); AND UPON reviewing the initial order of this Court dated November 29, 2019 (the “Initial Order”), the order of this Court dated December 6, 2019 (the “First Amending and Extension Order”), the order of this Court dated February 18, 2020 (the “Second Extension Order”), the Pre-Filing Report of the Proposed Monitor dated November 27, 2019 and the First Report of the Monitor dated December 4, 2019 (the “First Report”); AND UPON having read the Affidavit of Mark Brajer sworn February 24, 2020 (the “Brajer Affidavit”), filed; and the Affidavit of Service, filed; AND UPON hearing counsel for the Applicant, counsel for the Monitor, counsel for CIBC and such other counsel as were present; AND UPON having read the Third Report of the Monitor and the Confidential Report of the Monitor, each dated February [25], 2020;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DEFINITIONS

2. Unless otherwise indicated, capitalized terms used herein that are not otherwise defined herein shall have the meaning ascribed to such terms in the Brajer Affidavit.

APPROVAL OF TRANSACTION

3. The Sale Transaction contemplated by the ARS Sale Agreement is hereby declared to be the Successful Bid (as defined in the Sale Process appended to the First Report) in respect of the assets described therein.
4. The Sale Transaction is hereby approved and execution of the ARS Sale Agreement by the Companies is hereby authorized and approved, with such minor amendments as the Companies and the Purchaser may deem necessary. The Companies are hereby

authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Sale Transaction and conveyance of the Purchased Assets described in **Schedule “B”** to the Purchaser. Without limiting the foregoing, the Companies and their authorized signatories are authorized to execute any other agreement, contract, deed, bill of sale, transfer or any other document, or take any other action, which could be required or be useful to give full and complete effect to the ARS Sale Agreement and the Sale Transaction and the Companies and their authorized signatories shall have no liability to any persons as a result of such actions taken in accordance with this Order.

VESTING OF PROPERTY

5. Upon delivery of a Monitor’s certificate to the Purchaser substantially in the form set out in **Schedule “A”** hereto (the “Monitor’s Closing Certificate”), all of the Companies’ right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “Claims”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order or the First Amending and Extension Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) the *Personal Property Security Act* (NWT) or any other personal property registry system; and
 - (c) those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the “Encumbrances”);

and for greater certainty, this Court orders that all Claims including Encumbrances affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

6. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets. Without limiting the foregoing:

- (a) the Registrars and Registry Agents of Motor Vehicle Services of Alberta and the Registrars and Registry Agents of Motor Vehicles of the Northwest Territories (the "Motor Vehicle Registrars and Agents") shall and are hereby authorized, requested and directed to forthwith transfer the registered ownership of each applicable Asset in the Alberta Motor Vehicles System and the equivalent system or database in the Northwest Territories; and
- (b) the Registrars of the Alberta Personal Property Registry and the Northwest Territories Personal Property Registry (the "PPR Registrars") shall and are hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Companies in any of the Assets which are of a kind prescribed by applicable regulations as serial-number or serial numbered goods.

7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the ARS Sale Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and

discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.

8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Companies of the ARS Sale Agreement.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before, on, or after, the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court.
10. Except as expressly provided for in the ARS Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser shall not, by completion of the Sale Transaction, have liability of any kind whatsoever in respect of any Claims against the Companies.
11. Upon completion of the Sale Transaction, the Companies and all persons who claim by, through or under the Companies in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the

possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

12. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Companies, or any person claiming by, through or against the Companies.

MISCELLANEOUS MATTERS

13. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Companies, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Companies; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. The Companies, the Purchaser, the Monitor, any secured creditor, and any other interested party, shall be at liberty to apply for further advice, assistance and direction as

may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Sale Transaction.

15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Companies and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Companies as may be necessary or desirable to give effect to this Order or to assist the Companies and their agents in carrying out the terms of this Order.
 16. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Monitor's website at:
<https://mnpdebt.ca/en/corporate/Engagements/ventures-west-transport-limited-partnership>
- and service on any other person is hereby dispensed with.

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

Justice of the Court of Queen's Bench of Alberta

Schedule “A”**Form of Monitor’s Certificate**

COURT FILE NUMBER	1903-24389
COURT	COURT OF QUEEN’S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE <i>COMPANIES’ CREDITORS ARRANGEMENT ACT</i> , R.S.C. 1985, c. C-36, as amended
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TLI CHO LANDTRAN TRANSPORT LTD., 1456998 ALBERTA LTD., and 1456982 ALBERTA LTD.
APPLICANT	TLICHO INVESTMENT CORPORATION
RESPONDENTS	TLI CHO LANDTRAN TRANSPORT LTD., 1456998 ALBERTA LTD., and 1456982 ALBERTA LTD.
DOCUMENT	MONITOR’S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	

RECITALS

- A. Pursuant to an Order of the Honourable Justice Graesser of the Court of Queen’s Bench of Alberta, Judicial District of Edmonton (the “Court”) dated November 29, 2019, MNP Ltd. was appointed as the Monitor of Tli Cho Landtran Transport Ltd., 1456998 Alberta Ltd. and 1456982 Alberta Ltd. (collectively, the “Companies”).
- B. Pursuant to an Order of the Court dated February 28, 2020, the Court approved the asset purchase agreement made as of February 21, 2020 (the “Sale Agreement”) between the Companies and ARS Trucking & Welding Ltd. (the “Purchaser”) and provided for the vesting in the Purchaser of the Companies’ right, title and interest in and to the Purchased

Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 5 of the Sale Agreement have been satisfied or waived by the Companies and the Purchaser; and (iii) the Sale Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 5 of the Sale Agreement have been satisfied or waived by the Receiver Companies the Purchaser; and
3. The Sale Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

MNP Ltd., in its capacity as Monitor of the undertakings, property and assets of Tli Cho Landtran Transport Ltd., 1456998 Alberta Ltd. and 1456982 Alberta Ltd., and not in its personal capacity.

Per; _____

Name:

Title:

Schedule "B"

Purchased Assets

Schedule “C”

Claims

Schedule "B"
(See Attached)

COURT FILE NUMBER

1903-24389

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *COMPANIES'*
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AND IN THE MATTER OF A PLAN OF
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APPLICANT

TLICHO INVESTMENT CORPORATION

RESPONDENTS

TLI CHO LANDTRAN TRANSPORT LTD., 1456998
ALBERTA LTD., and 1456982 ALBERTA LTD.

DOCUMENT

**AUCTION SERVICES APPROVAL AND
VESTING ORDER**

CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

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File No. 261496

DATE ON WHICH ORDER WAS PRONOUNCED: February 28, 2020

LOCATION OF HEARING: Edmonton Law Courts

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Mah

UPON the application of Tłıchq Investment Corporation (the “Applicant”), AND UPON noting the relief sought in respect of the respondents, Tłıchq Landtran Transport Ltd., 1456998 Alberta Ltd., 1456982 Alberta Ltd. and Ventures West Transport LP (the “Companies”); AND UPON reviewing the initial order of this Court dated November 29, 2019 (the “Initial Order”), the order of this Court dated December 6, 2019 (the “First Amending and Extension Order”), the order of this Court dated February 18, 2020 (the “Second Extension Order”), Pre-Filing Report of the Proposed Monitor dated November 27, 2019 and the First Report of the Monitor dated December 4, 2019 (the “First Report”); AND UPON having read the Affidavit of Mark Brajer sworn February 24, 2020 (the “Brajer Affidavit”), filed; and the Affidavit of Service, filed; AND UPON hearing counsel for the Applicant, counsel for the Monitor, counsel for CIBC and such other counsel as were present; AND UPON having read the Third Report of the Monitor and the Confidential Report of the Monitor;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DEFINITIONS

2. Unless otherwise indicated, capitalized terms used herein that are not otherwise defined herein shall have the meaning ascribed to such terms in the Brajer Affidavit.

RETENTION OF AUCTIONEER AND APPROVAL OF TRANSACTION

3. The Auction Transaction contemplated by the Auction Agreement dated as of February __, 2020 between the Transport Companies and IronPlanet Canada Ltd. (the “Auction Agreement”) is hereby declared to be the Successful Bid (as defined in the Sale Process appended to the First Report) in respect of the assets described therein.
4. The Auction Agreement and all steps or actions contemplated therein are hereby approved and the execution of the Auction Agreement by the Companies is hereby

authorized and approved, with such minor amendments as the Companies and IronPlanet Canada Ltd. (the “Auctioneer”) may deem necessary. The Companies are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Auction Transaction. Without limiting the foregoing, the Companies and their authorized signatories are authorized to execute any other agreement, contract, deed, invoice, bill of sale, power of attorney, transfer or any other document, or take any other action, which could be required or be useful to give full and complete effect to the Auction Agreement and the Auction Transaction and the Companies and their authorized signatories shall have no liability to any persons as a result of such actions taken in accordance with this Order.

5. The Companies are authorized and directed to retain the Auctioneer on the terms set forth in the Auction Agreement and are authorized to perform all of their obligations under the Auction Agreement, including the payment to the Auctioneer of its compensation on the terms set forth under the Auction Agreement without further order of the Court.

VESTING OF PROPERTY

6. Pursuant to the Auction Agreement, the Auctioneer is authorized to market and sell the Assets listed in **Schedule “A”** hereto free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “Claims”) including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order or the First Amending and Extension Order;

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) the *Personal Property Security Act* (NT) or any other personal property registry system; and
- (c) those Claims listed in **Schedule “B”** hereto (all of which are collectively referred to as the “Encumbrances”).

ASSET SALES AND VESTING

7. Upon the Auctioneer completing the sale of any of the Assets to a purchaser and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale, invoice or similar evidence of purchase to such purchaser (the “**Purchaser Invoice**”) all of the Companies’ right, title and interest in and to the Assets described in the Purchaser Invoice shall vest absolutely in such purchaser free and clear of and from any and all Encumbrances and all of the Encumbrances affecting or relating to such Assets shall be expunged and discharged as against such Assets.
8. Upon delivery of a Purchaser Invoice together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “Governmental Authorities”) are hereby authorized, requested and directed to accept delivery of such Purchaser Invoice and to register such transfers, discharges and discharge statements of conveyance as may be required to convey to the purchasers clear title to the applicable Assets. Without limiting the foregoing:
 - (a) the Registrars and Registry Agents of Motor Vehicle Services of Alberta and the Registrars and Registry Agents of Motor Vehicles of the Northwest Territories (the "Motor Vehicle Registrars and Agents") shall and are hereby authorized, requested and directed to forthwith transfer the registered ownership of each applicable Asset in the Alberta Motor Vehicles System and the equivalent system or database in the Northwest Territories; and
 - (b) the Registrars of the Alberta Personal Property Registry and the Northwest Territories Personal Property Registry (the “PPR Registrars”) shall and are hereby directed to forthwith cancel and discharge any registrations at the Alberta

Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Companies in any of the Assets which are of a kind prescribed by applicable regulations as serial-number or serial numbered goods.

9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Auction Agreement. Presentment of this Order and the Purchaser Invoice shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Assets of any Claims including Encumbrances.
10. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Companies of the Auction Agreement.
11. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Assets shall stand in the place and stead of the Assets from and after delivery of the Purchaser Invoice and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Assets and may be asserted against the net proceeds from sale of the Assets with the same priority as they had with respect to the Assets immediately prior to the sale, as if the Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before, on, or after, the date of this Order), the Companies shall not make any distributions to creditors of net proceeds from sale of the Assets without further order of this Court.
12. Except as expressly provided for in the Auction Agreement or by section 5 of the Alberta *Employment Standards Code*, the purchasers of any Assets shall not, by completion of the Auction Transaction, have liability of any kind whatsoever in respect of any Claims against the Companies.

13. Upon completion of the Auction Transaction, the Companies and all persons who claim by, through or under the Companies in respect of the Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Assets shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the Auctioneer
14. The Auctioneer shall be entitled to take possession of the Assets without any interference of or by any person claiming by, through or against the Companies.

MISCELLANEOUS MATTERS

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Companies; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Assets in purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial

conduct pursuant to any applicable federal or provincial legislation.

16. The Companies, the Auctioneer, any secured creditor, and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Auction Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Companies and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Companies as may be necessary or desirable to give effect to this Order or to assist the Companies and their agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) The Auctioneer or the Auctioneer's solicitors; and
 - (b) Posting a copy of this Order on the Monitor's website at: <https://mnpdebt.ca/en/corporate/Engagements/ventures-west-transport-limited-partnership>

and service on any other person is hereby dispensed with.

19. 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"

Assets

Please see attached.

Schedule "B"

Encumbrances

Please see attached.

Schedule "C"
(See Attached)

COURT FILE NUMBER

1903-24389

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF TLI CHO
LANDTRAN TRANSPORT LTD., 1456998
ALBERTA LTD., and 1456982 ALBERTA LTD.

APPLICANT

TLI CHO INVESTMENT CORPORATION

RESPONDENTS

TLI CHO LANDTRAN TRANSPORT LTD.,
1456998 ALBERTA LTD., and 1456982 ALBERTA
LTD.

DOCUMENT

**LIEN DETERMINATION, DISTRIBUTION AND
STAY EXTENSION ORDER**

CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

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File No. 261496

DATE ON WHICH ORDER WAS PRONOUNCED: February 28, 2020

LOCATION OF HEARING: Edmonton Law Courts

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice Mah

UPON the application of Tłıchq Investment Corporation (the “Applicant”), AND UPON noting the relief sought in respect of the respondents, Tłıchq Landtran Transport Ltd., 1456998 Alberta Ltd., 1456982 Alberta Ltd. and Ventures West Transport LP (the “Transport Companies”); AND UPON reviewing the initial order of this Court dated November 29, 2019 (the “Initial Order”), the order of this Court dated December 6, 2019 (the “First Amending and Extension Order”), the order of this Court dated February 18, 2020 (the “Second Extension Order”), the Pre-Filing Report of the Proposed Monitor dated November 27, 2019 and the First Report of the Monitor dated December 4, 2019 (the “First Report”); AND UPON having read the Affidavit of Mark Brajer sworn February 24, 2020 (the “Brajer Affidavit”), filed; and the Affidavit of Service, filed; AND UPON hearing counsel for the Applicant, counsel for the Monitor, counsel for CIBC and such other counsel as were present; AND UPON having read the Third Report of the Monitor and the Confidential Report of the Monitor, each dated February 25, 2020;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

LIEN DETERMINATION

2. The Priority Liens described in the Third Report of the Monitor are hereby declared to be valid and they rank senior in priority to the security interests granted by the Transport Companies in favour of Canadian Imperial Bank of Commerce (“CIBC”).
3. The Invalid Liens described in the Third Report of the Monitor are hereby declared to be invalid and are of no force or effect such that any valid claims asserted in relation to such Invalid Liens constitute unsecured claims against the Transport Companies.

DISTRIBUTIONS TO SECURED CREDITORS

4. Following the closing of the transaction contemplated by the Asset Purchase Agreement dated February 21, 2020 between the Transport Companies and ARS Trucking & Welding Ltd., the Monitor is hereby authorized and directed to pay from time to time:

- (a) to CIBC such distributions as are required to repay amounts owing by the Companies to CIBC under their secured credit facilities; and
- (b) to holders of Priority Liens such distributions as are required to satisfy such Priority Liens;

in all cases, subject to such reasonable reserves as the Monitor deems necessary for the administration of these proceedings and the satisfaction of any senior ranking secured claims.

STAY EXTENSION

5. The Stay Period (as defined in the First Amending and Extension Order) shall be and is hereby extended to and including 11:59 p.m. on June 15, 2020, and all other terms of the First Amending and Extension Order shall remain in full force and effect, unamended, except as may be required to give effect to this paragraph.

SERVICE

6. Service of this Order shall be deemed good and sufficient by:

- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Auctioneer or the Auctioneer's solicitors;
 - (v) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Monitor's website at:
<https://mnpdebt.ca/en/corporate/Engagements/ventures-west-transport-limited-partnership>

and service on any other person is hereby dispensed with.

7. 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