

COURT FILE NUMBER

1903-24389

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

EDMONTON



I hereby certify this to be a
true copy of the original.

for Clerk of the Court

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

**AUCTION SERVICES APPROVAL AND
VESTING ORDER**

CONTACT INFORMATION OF
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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 25, 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.

For greater certainty, any holder of a possessory lien as of the date of this Order shall not be prejudiced by the relinquishing of such possession between the time of this Order and the time of sale.

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.