

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

**ORDER**

CONTACT INFORMATION OF  
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File No. 261496

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**DATE ON WHICH ORDER WAS PRONOUNCED:** September 9, 2020

**LOCATION OF HEARING:** Edmonton

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

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UPON the applications of Tl̄ch̄q Investment Corporation (“**TIC**”) and MNP Ltd., in its capacity as Monitor of Tli Cho Landtran Transport Ltd. (the “**Monitor**”), 1456998 Alberta Ltd., 1456982 Alberta Ltd. and Ventures West Transport LP (collectively, the “**Debtors**”); AND UPON reviewing the initial order of this Court granted by the Honourable Justice Graesser on November 29, 2019 (the “**Initial Order**”) granting relief in respect of the Debtors; the first amending and extension order granted by the Honourable Justice Graesser on December 6, 2019 (the “**First Amending and Extension Order**”); the auction approval order granted by the Honourable Justice Mah on February 28, 2020, as varied by an order granted by the Honourable Justice Mah on March 6, 2020 and further varied by an order granted by the Honourable Justice Renke on May 15, 2020 (collectively, the “**Auction Order**”); and the auction distribution order granted by Honourable Justice Feth on May 28, 2020 (the “**Feth Order**”); AND UPON having read the Affidavit of Mark Brajer sworn September 2, 2020, filed (the “**Brajer Affidavit**”); and the affidavit of service of David Tsumagari, filed; AND UPON reviewing the Fifth Report of the Monitor, dated June 8, 2020; AND UPON reviewing the Sixth Report of the Monitor, dated September 2, 2020, AND UPON hearing counsel for TIC; counsel for the Monitor, and such other counsel as were present;

**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.

**BLUE DIAMOND**

2. Blue Diamond Enterprises Ltd. (“**Blue Diamond**”) is declared to be in breach of the Auction Order and is in contempt of this Court.
3. Blue Diamond is directed to release the following trailers to the Debtors, failing which Blue Diamond shall be subject to further sanction by this Court:

Unit # 7013 2007 Columbia Remtec 61,000 Ltr Super-B Tanker Trailer Lead  
VIN: 2C9LAA3S571026017

Unit # 7013 B 2007 Columbia Remtec 61,000 Ltr Super-B Tanker Trailer Rear  
VIN: 2C9LBA2R271026018

(together, the “**Trailers**”).

4. The Debtors are authorized to make arrangements for the repair of the Trailers to the extent the Debtors determine necessary or desirable for their recovery and operation and Blue Diamond shall indemnify the Debtors for all repair costs to the maximum amount of \$30,000 (the “**Repair Costs**”), within five (5) business days of delivery of an invoice by the Debtors in respect of such costs (the “**Trailer Invoice**”).
5. The Debtors may send the Trailer Invoice by email to [bluediamond@northwestel.net](mailto:bluediamond@northwestel.net) and the Trailer Invoice shall be deemed to be received by Blue Diamond on the date it is sent.
6. The Debtors are awarded solicitor and client costs of this application against Blue Diamond with costs to be assessed (the “**Legal Costs**”).
7. The amount of Blue Diamond’s Garage Keepers’ lien declared valid by the Feth Order, being \$3,633.46, is hereby forfeited to the Debtors in partial satisfaction of the Repair Costs and Legal Costs and Blue Diamond shall have no interest in the Lien Claim Reserve (as defined in the Feth Order). In addition, any amount payable to Blue Diamond pursuant to any proof of claim filed in bankruptcy proceedings of the Debtors is hereby forfeited to the Debtors’ estates to satisfy the Repair Costs and Legal Costs to the extent such costs have not been paid.

#### **PAYMENT TO CANADA REVENUE AGENCY**

8. The Debtors (or the Monitor on the Debtors’ behalf) are authorized to pay the Pre-Filing GST (as defined in the Fifth Report of the Monitor) to the Canada Revenue Agency notwithstanding that the Pre-Filing GST accrued prior to the date of the Initial Order.

#### **BANKRUPTCY**

9. The Monitor is hereby authorized to make a voluntary assignment of all of the Debtors’ property for the general benefit of the Debtors’ creditors pursuant to Section 49 of the BIA, including executing any and all documents required to complete such assignment.

## STAY OF PROCEEDINGS AND TERMINATION OF CCAA

10. The Stay Period (as defined in the First Amending and Extension Order) shall be and is hereby extended to and including the date on which the Monitor files with this Court a certificate (in the form attached as Schedule "A" to this Order) (the "**Monitor's Certificate**") certifying that:
  - (a) the Debtors have paid the Pre-Filing GST (as defined in the Fifth Report of the Monitor);
  - (b) the Trailers have been repaired and disposed of and proceeds of disposition paid to the Monitor; and
  - (c) the Debtors have been assigned into bankruptcy.
11. Upon the filing of the Monitor's Certificate, the within proceedings (the "**CCAA Proceedings**") shall be terminated.
12. Upon the filing of the Monitor's Certificate, the Monitor shall be discharged as Monitor of the Debtors, provided however, that notwithstanding its discharge herein (a) the Monitor shall remain the Monitor for the performance of such incidental duties as may be required to complete the administration of the proceedings, including issuing final payments under the settlement agreement between the Debtors and TIC dated September 1, 2020 and attached as Schedule 2 to the Sixth Report of the Monitor, and (b) the Monitor shall continue to have the benefit of the provisions of all Orders made in the proceedings, including all approvals, protections and stay of proceedings in favour of the Monitor in its capacity as Monitor.
13. Upon the filing of the Monitor's Certificate any and all claims against the Monitor, its officers, directors, employees and affiliates, in connection with its appointment or the performance of its duties as Monitor to the date of this Order shall be and are hereby stayed, extinguished and forever barred and the Monitor, its officers, directors, employees and affiliates, shall have no obligation or liability in respect thereof except for any liability arising out of gross negligence or wilful misconduct on the part of the Monitor.

14. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor, except (i) with prior leave of this Court on at least seven (7) days notice to MNP Ltd. and (ii) the posting of security for costs by the plaintiff or moving party in an amount sufficient to cover the substantial indemnity costs of MNP Ltd. for the proposed action or proceeding.
15. The actions and conduct of the Monitor in the CCAA Proceedings from November 29, 2019 to the date of this Order are approved.

### **SERVICE OF THIS ORDER**

16. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on the persons listed on the service list created in these proceedings;
  - (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 *COMPANIES'*  
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APPLICANT TLICHO INVESTMENT CORPORATION

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

DOCUMENT **MONITOR'S CERTIFICATE**

CONTACT INFORMATION OF  
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File No. 261496

## RECITALS

A. Pursuant to an Order of the Honourable Justice Graesser of the Court of Queen's Bench of Alberta (the "**Court**") dated November 29, 2019, MNP Ltd. was appointed as the monitor (the "**Monitor**") of Tli Cho Landtran Transport Ltd., 1456998 Alberta Ltd., and 1456982 Alberta Ltd. (the "**Debtors**").

B. Pursuant to a further Order of the Court dated September 9, 2020 (the "**Termination Order**"), the Monitor was authorized to file this Certificate in accordance with the terms of the Termination Order.

THE MONITOR CERTIFIES the following:

- (a) the Debtors have paid the Pre-Filing GST (as defined in the Fifth Report of the Monitor);
  - (b) the Trailers have been repaired and disposed of and proceeds of disposition paid to the Monitor; and
  - (c) the Debtors have been assigned into bankruptcy.
2. This Certificate was delivered by the Monitor at ● [TIME] on ● [DATE].

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

Per: \_\_\_\_\_

Name: Vanessa Allen

Title: Senior Vice President