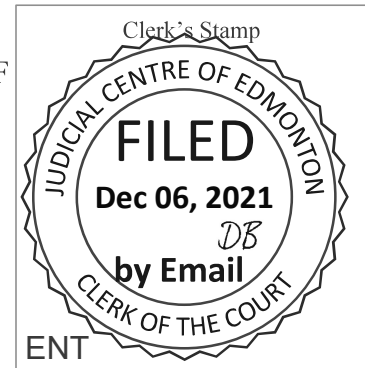


COURT FILE NUMBER: 2103 10970
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: CANADIAN WESTERN BANK
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.



inv#E121156
\$50.00

DOCUMENT: **APPLICATION BY THE BOWRA GROUP INC. FOR A SALE APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 839-58/JHH

NOTICE TO RESPONDENTS

This application is made against you. You are a respondent. You have the right to state your side of this matter before the justice. To do so, you must be in Court when the application is heard as shown below:

Date: December 15, 2021
Time: 2:00 p.m.
Where: Law Courts, 1A Sir Winston Churchill Square, Edmonton
Before Whom: The Honourable Mr. Justice M. Lema, sitting on the Commercial List, with all interested persons appearing by way of Webex

Go to the end of this document to see what else you can do and when you must do it. Instructions for how you may attend this application via Webex are attached hereto as **Schedule "A"**.

Remedy claimed or sought:

1. An Order abridging the time for service of notice of this Application and the First Report of the Receiver (the “**First Report**”) to the time provided, if necessary, and an Order validating service upon the parties served or, alternatively, dispensing with service;
2. An Order approving the activities of The Bowra Group Inc. (“**Bowra**” or “**the Receiver**”) described in the First Report;
3. A Sale Approval and Vesting Order substantially in the form attached hereto as **Schedule “B”** (“**SAVO**”) approving the Contract to Auction (the “**Agreement**”) entered for the public auction of those of the assets of Shamrock Valley Enterprises Ltd. (the “**Debtor**”) and the “**Assets**”) as are described in the schedules to the SAVO, authorizing the Receiver to execute the Agreement and take all such actions as may be necessary or desirable to implement the Agreement and to give effect to and conclude the transaction contemplated thereby, approving the sale of the Assets and vesting title therein to the ultimate purchasers thereof free and clear of all encumbrances, except permitted encumbrances, as defined in the SAVO;
4. A Restricted Court Access Order in the form attached hereto as **Schedule “C”** declaring, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, that the Confidential Appendices to the First Report be temporarily sealed until the completion of the transaction approved by the SAVO, if granted, or until further order of the Court; or, in the alternative, a temporary Restricted Court Access Order or Sealing Order pursuant to Rule 6.28 sealing the Confidential Appendices until the completion of the transaction, or until further Order of the Court;
5. An Order authorizing and directing the Registrar of the Alberta Land Titles Office to perform the various requirements under and pursuant to the SAVO notwithstanding the requirements of s. 191(1) of the *Land Titles Act*, RSA 2000, c L-4;
6. An Order declaring that service of any order or orders arising from the Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons enumerated on the service list shall attached hereto as **Schedule “D”**, and by posting to the Receiver’s website, constitutes good and sufficient service of such orders and that no persons other than those on the service list are entitled to be served with a copy of such orders;
7. Such further and other relief as this Honorable Court deems just and appropriate.

Grounds for making this application:

8. Bowra was appointed as the Receiver of all of the current and future assets, undertakings and properties, including all proceeds thereof, of the Debtor (the “**Property**”) by Order pronounced July 30, 2021 (the “**Receivership Order**”), the effect of which was stayed until August 27, 2021, by separate Order also pronounced on that date. The stay was lifted by Order pronounced on August 27, 2021.

9. The Receivership Order authorizes and empowers the Receiver to market, advertise and solicit offers in respect of the Property or any part thereof, and to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the same to a purchaser free and clear of any liens or encumbrances affecting such Property.
10. The Property includes the Assets, consisting of a variety of heavy equipment, as well as land located in Elk Point, Alberta. The Assets were made subject to a Request for Offers to Purchase or Liquidation Proposals (the “**ROP**”) dated October 29, 2021, and widely issued by the Receiver to a variety of prospective purchasers and qualified liquidators, with a November 26, 2021, deadline for the receipt of offers to purchase or liquidation proposals.
11. Pursuant to the terms of the ROP, all offers and proposals are subject to the approval and acceptance of this Honourable Court. Of the numerous offers and proposals received submitted to Bowra pursuant to the ROP, the Receivers seeks the approval of the transaction contemplated pursuant to the liquidation proposal made by Ritchie Bros. Auctioneers, as set forth in the Agreement.
12. As a result of the ROP, the Assets were sufficiently exposed to the market in a commercially reasonable and fair marketing manner and with a view towards obtaining the best possible recovery. In the circumstances, the Receiver is of the view that the approval of the transaction is in the interests of the Debtor and all of its stakeholders.
13. Information relied upon by the Receiver in assessing the offers and proposal received pursuant to the ROP, as well as the net minimum guarantee and distribution contemplated by the Agreement, is contained in the Confidential Appendices. The public disclosure and dissemination of that information, being commercially sensitive, may, if the transaction failed to conclude, inhibit the Receiver in its efforts to re-market the Assets to the general public.
14. Such further and other grounds as counsel for the Receiver may advise.

Material or evidence to be relied on:

15. The First Report of the Receiver, filed;
16. Confidential Appendices to the First Report of the Receiver, unfiled;
17. The remaining pleadings filed in the within Action.

Applicable rules:

18. Part 1; Division 4 of Part 6; and Rules 6.3(1), 6.9(1), 6.28 and 11.27 of the *Alberta Rules of Court*; and
19. Such further rules as counsel may advise.

Applicable Acts and regulations:

20. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3;
21. *Personal Property Security Act*, RSA 2000, c P-7; and
22. *Land Titles Act*, RSA 2000, c L-4.

Any irregularity complained of or objection relied on:

17. None.

How the application is proposed to be heard or considered:

23. Before a Justice sitting on the Commercial List, with all interested parties appearing remotely by Webex.

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”

Webex Details

Virtual Courtroom 86 has been assigned for the above noted matter:

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom86>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
- 4. Note: Recording or rebroadcasting of the video is prohibited.**
- 5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here: <https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

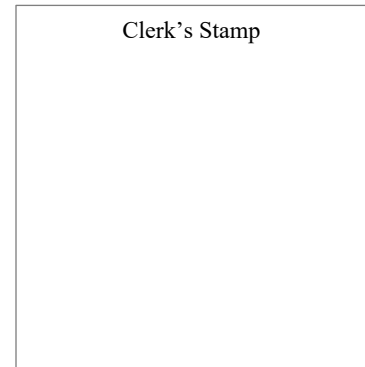
For more information relating to Webex protocols and procedures, please visit: <https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

You can also join the meeting via the “Cisco Webex Meetings” App on your smartphone/tablet or other smart device. You can download this via the App marketplace and join via the link provided above.

Schedule "B"

Sale Approval and Vesting Order

COURT FILE NUMBER: 2103 10970
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: CANADIAN WESTERN BANK
DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.
DOCUMENT: **SALE APPROVAL AND
VESTING ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: December 15, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. Lema

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Shamrock Valley Resources Ltd. (the "**Debtor**") for an Order (i) authorizing and approving the transaction contemplated by the Contract to Auction (the "**Contract**") entered into with Ritchie Bros. Auctioneers (Canada) Ltd. and Ritchie Bros. Real Estate Services Ltd. ("**Ritchie Bros.**")

for the auction (the “**Auction**”) of the Equipment listed in **Schedule “A”** hereto (the “**Equipment**”) and the Land listed in **Schedule “B”** hereto and as defined below (collectively with the Equipment, the “**Assets**”); and (ii) vesting the Debtor’s right, title and interest in and to the Assets to the end purchaser or purchasers of all or any part thereof (a “**Purchaser**”);

AND UPON HAVING READ the Receivership Order dated July 30, 2021 (the “**Receivership Order**”), the Notice of Application for this Order, the First Report of the Receiver (the “**First Report**”) and the Confidential Appendices thereto, the Receiver’s Written Brief and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and for other interested parties, and no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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.

APPROVAL OF CONTRACT/MARKETING AND SALE OF ASSETS

2. The Contract is hereby approved and the Receiver is authorized and empowered to execute the Contract with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Contract and complete the Auction. Without limiting the foregoing, the Receiver is hereby authorized and directed to take such additional steps and execute such additional agreements, contracts, deeds or such other documents as may be necessary or desirable for completion of the conveyance of the Assets, or any part thereof, to a Purchaser.
3. The sales process relating to the Assets and all actions taken by the Receiver to date, as outlined in the First Report, are hereby approved.

4. The Auction of the Assets is commercially reasonable and in the best interests of the Debtor and its stakeholders.

SALE AND VESTING OF THE EQUIPMENT

5. Ritchie Bros. is authorized to market and auction the Equipment in accordance with the terms of the Contract (an “**Equipment Sale**”). Subject to the requirements of paragraph 6 of this Order, all of the Debtor’s right, title and interest in and to the Equipment (the “**Purchased Equipment**”) shall vest absolutely in and to the Purchaser or Purchasers thereof, or its nominee (an “**Equipment 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 Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,

(the “**Equipment Encumbrances**”).

6. Upon Ritchie Bros. completing any Equipment Sale to an Equipment Purchaser (or its nominee), and upon Ritchie Bros. receipt of the full purchase price for the Purchased Equipment from the Equipment Purchaser (or its nominee) and delivery by Ritchie Bros. of evidence of the Equipment Sale to such Equipment Purchaser:
- (a) all of the Debtor’s right, title and interest in and to the Purchased Equipment shall vest absolutely in the name of the Equipment Purchaser (or its nominee) free and clear of and from any and all Claims, and all Equipment Encumbrances affecting

or relating to such Equipment are hereby expunged, discharged and terminated as against such Purchased Equipment;

- (b) the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Equipment shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Equipment and, to the extent that any such persons remain in possession or control of any of the Purchased Equipment they shall forthwith deliver possession thereof to the Equipment Purchaser (or its nominee); and
 - (c) the Equipment Purchaser (it is nominee) shall be entitled to hold and enjoy the Purchased Equipment for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
7. From and after any Equipment Sale to an Equipment Purchaser, and upon the 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 are hereby authorized, requested and directed to accept delivery of a certified copy of this Order as though it were and original and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to an Equipment Purchaser (or its nominee) clear title to Purchased Equipment. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is 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 (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Equipment which are of a kind prescribed by applicable regulations as serial-number goods.

SALE AND VESTING OF THE LAND

8. Upon delivery of a Receiver’s Closing Certificate substantially in the form set out in **Schedule “C”** hereto to a Purchaser (or its nominee) all of the Debtor’s right, title and interest in and to the land described in **Schedule “B”** hereto and as also described in

paragraph 9(a)(i) hereof (the “**Land**”) shall vest absolutely in the name of the Land Purchaser (as defined below), free and clear of and from any and all Claims, including:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule “D”** hereto (all of which are collectively referred to as the “**Land Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “E”** (collectively, “**Permitted Land Encumbrances**”)),

and for greater certainty, this Court orders that all Claims including Land Encumbrances other than Permitted Land Encumbrances, affecting or relating to the Land are hereby expunged, discharged and terminated as against the Land.

9. Upon delivery of the Receiver’s Closing Certificate, and upon the 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 are hereby authorized, requested and directed to accept delivery of such Receiver’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 such Purchaser (or its nominee) as may enter into a binding agreement to purchase the Land (the “**Sale Agreement**”), the identity of which Purchaser or nominee shall be directed by the Receiver’s counsel (the “**Land Purchaser**”) in correspondence (the “**Receiver’s Correspondence**”) addressed to the attention of the Registrar of Land Titles (the “**Land Titles Registrar**”), clear title to the Land subject only to Permitted Land Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificate of Title No. 872 284 095 for the Land, being those legally described as:

ALL THAT PORTION OF THE NORTH EAST QUARTER
OF SECTION TWENTY FIVE (25)
TOWNSHIP FIFTY SIX (56)
RANGE SEVEN (7)
WEST OF THE FOURTH MERIDIAN
WHICH LIES EAST OF THE EASTERLY LIMIT OF THE ROAD AND SOUTH OF
THE SOUTHERLY LIMIT OF THE BRANCH ROAD BOTH AS SHOWN ON PLAN
5712LZ CONTAINING 14.5 HECTARES (35.65 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 5.50 HECTARES (13.58 ACRES) MORE OR LESS
AS SHOWN ON ROAD PLAN 842 1503
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

- (ii) issue a new Certificate of Title for the Land in the name of the Land Purchaser, or its nominee (the “**New Certificate of Title**”);
- (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “E”, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “E”; and
- (iv) discharge and expunge the Land Encumbrances listed in Schedule “D” to this Order and discharge and expunge any Claims including Land Encumbrances (but excluding Permitted Land Encumbrances) which may be registered after the date of this Order against the existing Certificate of Title to the Land.

10. In order to effect the transfers and discharges described in paragraph 9 of this Order, 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 Sale Agreement relating to the Land. Presentment of this Order, the Receiver’s Correspondence and the Receiver’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 the Land of any Claims including Land Encumbrances but excluding Permitted Land Encumbrances.

11. 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 Receiver of the sales or transactions approved by the Order.
12. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to 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.
13. Upon completion of the sale of the Land, the Debtor and all persons who claim by, through or under the Debtor in respect of the Land, and all persons or entities having any Claims of any kind whatsoever in respect of the Land, save and except for persons entitled to the benefit of the Permitted Land Encumbrances, 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 Land, and to the extent that any such persons or entities remain in the possession or control of any of the Land, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Land, they shall forthwith deliver possession thereof to the Land Purchaser.
14. The Land Purchaser shall be entitled to enter into and upon, hold and enjoy the Land for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

15. Immediately upon the closing of the sale of the Land, holders of Permitted Land Encumbrances shall have no claim whatsoever against the Receiver
16. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Land Purchaser.

NATURE AND PRIORITY OF CLAIMS.

17. For the purposes of determining the nature and priority of Claims, net proceeds from the sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Assets from and after delivery of the Receiver's Closing Certificates and all Claims including Encumbrances (but excluding Permitted 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 the 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 or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

MISCELLANEOUS MATTERS

18. 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*, RSC 1985 c B-3, as amended (the "*BIA*"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtors; and

(d) the provisions of any federal or provincial statute:

the vesting of Assets in an Equipment Purchaser or the Land Purchaser, as the case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, 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.

19. The Receiver, Ritchie Bros., any Purchaser 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 any sale of the Assets.
20. 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 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 order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
21. 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) a Purchaser or a Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at <https://www.bowragroup.com/shamrockvalleyenterprises>

and service on any other person is hereby dispensed with.

22. 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” – Equipment

Schedule "B" - Land

The Land (as defined in paragraph 6 of this Order) along with all buildings, improvements, and fixtures located on the Land, and all appurtenances thereto.

Schedule “C” - Form of Receiver’s Certificate

COURT FILE NUMBER: 2103 10970

COURT: COURT OF QUEEN’S BENCH
OF ALBERTA

JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.

Clerk’s Stamp

DOCUMENT: **RECEIVER’S
CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

RECITALS

- A. Pursuant to an Order of the Honourable Justice Neilson of the Court of Queen’s Bench of Alberta, Judicial District of Edmonton (the “**Court**”) dated July 31, 2021, The Bowra Group Inc. was appointed as the receiver (the “**Receiver**”) of the undertakings, property and assets of Shamrock Valley Enterprises Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated December 15, 2021 (the “**Order**”), the Court approved and authorized the Receiver to enter into a Contract to Auction for the auction sale of Assets of the Debtor, including the Land, and providing for the vesting of the Land to the Land Purchaser, which vesting is to be effective upon the delivery by the Receiver to a Purchaser (or its nominee) of a certificate in this form.

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

THE RECEIVER CERTIFIES the following:

1. The Land Purchaser (or its nominee) has paid and the Receiver has received the purchase price for the Land payable on the closing date pursuant to the Sale Agreement;
2. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Land Purchaser (or its nominee); and
3. The sale of the Land has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____, 2022.

The Bowra Group, in its capacity as Receiver of the undertakings, property and assets of the Debtor, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "D" - Land Encumbrances

- 1) Mortgage No. 092 213 112
- 2) Amending Agreement No. 172 009 486

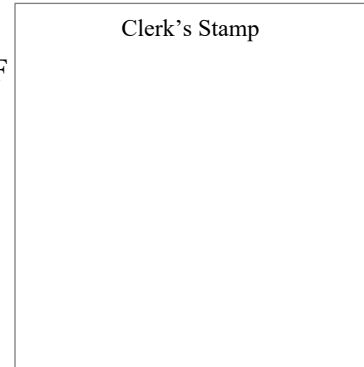
Schedule “E” - Permitted Land Encumbrances

- 1) Caveat re: Easement No. 862 258 635
- 2) Utility Right of Way No. 912 301 854

Schedule "C"

Restricted Access Order

COURT FILE NUMBER: 2103 10970
COURT: COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: CANADIAN WESTERN BANK
DEFENDANT: SHAMROCK VALLEY ENTERPRISES LTD.
DOCUMENT: **RESTRICTED COURT ACCESS ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Jeremy H. Hockin, Q.C.
Phone: 780-423-8532
Fax: 780-423-2870
File No: 75782-12/JHH

DATE ON WHICH ORDER WAS PRONOUNCED: December 15, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. Lema

UPON THE APPLICATION of The Bowra Group Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Shamrock Valley Enterprises Ltd. (the "**Debtor**") for a Restricted Court Access Order; **AND UPON HAVING READ** the Receivership Order dated July 31, 2021, the Notice of Application for this Order, the First Report of the Receiver, including the Confidential Addendums thereto (the "**Confidential Addendums**"), the Notice to Media, the Receiver's Written Brief and the

Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

23. 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.
24. The Confidential Addendums shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court be and is hereby directed to seal the Confidential Addendums pending:
 - (a) The Receiver's counsel writing the Clerk of the Court confirming that three (3) months have passed since the transactions described in the First Report and the Contract to Auction contained in the Confidential Addendums have closed; or
 - (b) Further Order of this Court.
25. The Clerk of the Court is hereby directed to seal the Confidential Addendums in an envelope setting out the style of cause in the within Action and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS SEALED ON THE COURT FILE BY ORDER OF THE HONOURABLE JUSTICE M. LEMA PRONOUNCED DECEMBER 15, 2021. THE ENVELOPE IS NOT TO BE OPENED BY ANY PERSON OTHER THAN A JUSTICE OF THE COURT OF QUEEN'S BENCH PENDING THE RECEIVER'S COUNSEL WRITING TO THE CLERK OF THE COURT CONFIRMING THAT THREE (3) MONTHS HAVE PASSED SINCE ALL TRANSACTIONS THAT ARE DESCRIBED IN THE ENCLOSED CONFIDENTIAL MATERIALS HAVE CLOSED OR FURTHER ORDER OF THE COURT.

26. 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;
and

(b) Posting a copy of this Order on the Receiver's website at:

[https:// www.bowragroup.com/shamrockvalleyenterprises](https://www.bowragroup.com/shamrockvalleyenterprises)

and service on any other person is hereby dispensed with.

27. 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 “D”

Service List

PARTY	REPRESENTATIVE	METHOD OF SERVICE
Canadian Western Bank <i>Plaintiff</i>	McLennan Ross LLP Suite 600 McLennan Ross Bldg 12220 Stony Plain Road Edmonton, AB T5N 3Y4 Attention: Charles P. Russell, Q.C. Phone: (780) 482-9115 Fax: (780) 733-9757	crussell@mross.com
Shamrock Valley Enterprises Ltd. 695458 Alberta Ltd. Murry Ronald Nielsen Lisa Marie Nielsen <i>Defendants</i>	Emery Jamieson LLP 2400 MNP Tower 10235 – 101 Street NW Edmonton, Alberta T5J 3G1 Attention: Kyle R. Kawanami Phone: (780) 426-5220 Fax: (780) 420-6277	kkawanami@emeryjamieson.com

PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>Murry Nielsen</p> <p><i>Defendant</i></p>	<p>Duncan Craig LLP 2800Scotia Place, 10060 Jasper Avenue Edmonton, AB T5J 3V9</p> <p>Attention: Ryan Quinlan</p> <p>Phone: (780)441-4336 Fax: (780)428-9683</p>	<p>rquinlan@dcllp.com</p>
<p>The Bowra Group Inc.</p> <p><i>Proposed Receiver</i></p>	<p>The Bowra Group Inc. 1411 TD Tower 10088 – 102 Avenue Edmonton, AB T5J 2Z1</p> <p>Attention: Douglas Chivers and Kristin Gray</p> <p>Phone: (780) 705-1717</p> <p><i>Counsel:</i></p> <p>Parlee McLaws LLP 1700 Enbridge Centre 10175-101 Street NW Edmonton; Alberta; T5J 0H3</p> <p>Attention: Jeremy H. Hockin, Q.C. and Steven A. Rohatyn</p> <p>Phone: (780) 423-8532 Fax: (780) 423-2870</p>	<p>dchivers@bowragroup.com</p> <p>kgray@bowragroup.com</p> <p>jhockin@parlee.com srohatyn@parlee.com</p>

PARTY	REPRESENTATIVE	METHOD OF SERVICE
CWB National Leasing Inc. <i>Creditor</i>	CWB National Leasing Inc. 1525 Buffalo Place Winnipeg, MB R3T 1L9 Phone: (204) 954-9000 Fax: (204) 954-9099	Courier/Registered mail
Business Development Bank of Canada <i>Creditor</i>	Business Development Bank of Canada Box 6, 505 Burrard Street Vancouver, BC V7X 1M3 Attention: Lawrence Lee Phone: (604) 6582920 Fax: (604) 666-7251 <i>Counsel:</i> Bishop & McKenzie LLP Barristers & Solicitors 2300, 10180 – 101 Street NW Edmonton, AB T5J 1V3 Attention: Robert A. Farmer Phone: (780)426-5550 (Office or direct?) Fax: (780)426-1305	Lawrence.Lee@bdc.ca rfarmer@bmlp.ca

PARTY	REPRESENTATIVE	METHOD OF SERVICE
Wells Fargo Equipment Finance Company <i>Creditor</i>	Wells Fargo Equipment Finance Company 2550 Victoria Park Avenue, Suite 700 Toronto, ON M2J 5A9 and Wells Fargo Equipment Finance Company 1290 Central Parkway W, Suite 1100 Mississauga, ON L5C 4R3	Courier/Registered mail Courier/Registered mail
Travelers Leasing Ltd. <i>Creditor</i>	Travelers Leasing Ltd. 500 - 4180 Lougheed Highway Burnaby, BC V5C6A7	Courier/Registered mail
Ford Credit Canada Company <i>Creditor</i>	Ford Credit Canada Company Po Box 2400 Edmonton, AB T5J 5C7	Courier/Registered mail
John Deere Financial Inc. <i>Creditor</i>	John Deere Financial Inc. 3430 Superior Court Oakville, ON L6L 0C4	Courier/Registered mail
Bank Of Montreal <i>Creditor</i>	Bank of Montreal 5750 Explorer Drive Mississauga, ON L4W 0A9	Courier/Registered mail
LBEL Inc. <i>Creditor</i>	LBEL Inc. 5035 South Service Road Burlington, ON L7R 4C8	Courier/Registered mail

PARTY	REPRESENTATIVE	METHOD OF SERVICE
Caterpillar Financial Services Limited <i>Creditor</i>	Caterpillar Financial Services Limited 1122 International Boulevard, 4 th Floor Burlington, ON L7L 6Z8 Attn: Sherry Pottie and Megan Greene	Sherry.Pottie@cat.com megan.greene@cat.com
Komatsu International (Canada) Inc. <i>Creditor</i>	Komatsu International (Canada) Inc. 3755 Boul Matte, Suite E Brossard, QC J4Y 2P4	Courier/Registered mail
Leroy Credit Union Limited <i>Creditor</i>	Leroy Credit Union Limited PO Box 130 Leroy, SK S0K 2P0 Phone: (306) 286 3311 Fax: (306) 286-3377	Courier/Registered mail
de Lage Landen Financial Services Canada Inc. <i>Creditor</i>	de Lage Landen Financial Services Canada Inc. 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4	Courier/Registered mail

PARTY	REPRESENTATIVE	METHOD OF SERVICE
Synergy Credit Union Ltd.	<p>Synergy Credit Union Ltd. 101, 4908 – 42 Street Lloydminster, SK S9V 0E5</p> <p><i>Counsel</i></p> <p>PSM Lawyers 5009 – 47 Street Po Box 20 Stn Main Lloydminster, SK S9V 0X9</p> <p>Attention: Jeffrey D. Kerr</p> <p>Phone: (780)875-2288 Facsimile: (780)875-3479</p>	<p>Ashley.Nygren@synergycu.ca</p> <p>jeff@psmlaw.ca</p>

PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>Essex Lease Financial Corporation</p> <p><i>Creditor</i></p>	<p>Essex Lease Financial Corporation 10768 74th Street SE Calgary, AB T2C 5N6</p> <p>Attn: James Forrest Phone: (587) 228-3831 Fax: (403) 236-9076</p> <p><i>Counsel:</i></p> <p>Gowling WLG (Canada) LLP Suite 1600, 421 – 7 Avenue SW Calgary, AB T2P 4K9</p> <p>Attention: Elizabeth Burton Stephen Kroeger</p> <p>Phone: (403) 298-1018</p>	<p>jforrest@elfc.ca</p> <p>Stephen.kroeger@gowlingwlg.com</p> <p>Elizabeth.Burton@gowlingwlg.com</p>

PARTY	REPRESENTATIVE	METHOD OF SERVICE
<p>T "N" T Tank & Trailer Repair Limited Partnership</p> <p>and</p> <p>Servus Credit Union</p> <p><i>Creditor</i></p>	<p>T "N" T Tank & Trailer Repair Limited Partnership PO Box 10676 RPO 10 Lloydminster, AB T9V 3A7</p> <p>Phone: (780) 875-7667 Fax: (780) 875-1998</p> <p>and</p> <p>Servus Credit Union 151 Karl Clark Road Edmonton, AB T6N 1H5</p>	<p>Courier/Registered mail</p> <p>Courier/Registered mail</p>
<p>102125001 Saskatchewan Ltd.</p>	<p>Dentons Canada LLP 15th Floor, Bankers Court 850 – 2nd Street SW Calgary, AB T2P 0R8</p> <p>Attn: John Regush Phone: (403) 268-7086</p>	<p>john.regush@dentons.com</p>
<p>Cornerstone Co-operative</p>	<p>MLT Aikins LLP 2200, 10235 – 101 Street NW Edmonton, AB T5J 3G1</p> <p>Attn: Mandi A. Deren-Dube Phone: (780)969-3518</p>	<p>mdereendube@mltaikins.com</p>

PARTY	REPRESENTATIVE	METHOD OF SERVICE
J. Corp Ventures Inc.	Ackroyd LLP 1500, 10665 Jasper Avenue Edmonton, AB T5J 3S9 Attention: John P. Kudrinko Telephone: (780)412-2711 Fax: (780)423-8946	JKudrinko@ackroydlaw.com
Ritchie Bros. Auctioneers (Canada) Ltd. <i>Auctioneer</i>	Ritchie Bros. Auctioneers (Canada) Ltd. 9500 Glenlyon Parkway Burnaby, BC V5J 0C6 Attention: Rachelle Tilden Devin Norris Telephone: (778)331-5304	rtilden@rbauktion.com dnorris@ritchiebros.com