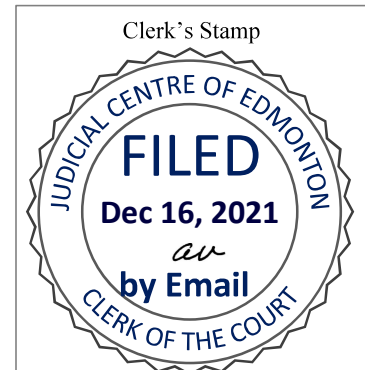


COURT FILE NUMBER: 2103 10970
COURT: COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL CENTRE: EDMONTON
PLAINTIFF: CANADIAN WESTERN BANK
DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.



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 an 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 A
Equipment Assets

	SVE #	General Description	Description - Year, Make, Model	VN
Lot 1	895-T30	Fluid Hauler	2015 Tremcar TC407 Trailer	1T9DL4334FS588062
Lot 2	890-458	Dozer	2011 Pisten Bully PB400 (snow cat)	WKU5824CQBL010736
Lot 3	890-326	Excavator	2014 Caterpillar 336EL	CAT0336EEFJH01438
Lot 4	895-199	Truck	2018 Dodge Ram 5500 Truck	3C7WRNBLXJG237972
	895-199		c/w Ventures 11' Service Body	180772741
	895-199		2018 Cobra 5500RSE Crane	31109
	895-199		VMAC Compressor	V900136BGB011
Lot 5	895-190	Truck	2015 Kenworth T800	1XKDP4TX4FJ971670
Lot 6	895-198	Truck	2014 Ford F550XLT Service Truck	1FDUF5HT5EEB82778
Lot 7	895-193	Truck	2015 Kenworth T880 Tridem	1XKZP4EX5FJ977402
Lot 8	895-182	Truck	2017 Kenworth T880	1XKZP4EX9HJ989281
	895-183	Truck	2018 Kenworth T880	1XKZDPOX6JJ991318
	895-184	Truck	2018 Kenworth T800	1XKDD40X1JJ992191
	895-188	Truck	2018 Kenworth T880	1XKZP4EX1JJ993363
	895-189	Truck	2019 Kenworth T880	1XKZD40X2KJ998086
	895-191	Truck	2018 Kenworth T880	1XKZP4EX5JJ994032
	895-192	Truck	2018 Kenworth T880	1XKZD40X4JJ994586
Lot 9	890-453	Dozer	2014 CAT D6K with Rig Saver	CAT00D6KPRST00766
	890-113	Grader	1999 CAT 140H Grader	22K01722
	890-114	Grader	1992 CAT 16G Grader	93U75487
	890-117	Grader	2005 CAT 140H Grader	CAT0140HPAPM02263
	890-119	Grader	2013 CAT 140M AWD Grader	CAT0140MCD9G01438

	890-120	Grader	2008 CAT 14M Grader	B9J00700
	890-809	Scrapers	1998 CAT 627F Scraper	1DL00511
	890-506	Wheel Loader	2010 CAT 938H Wheel Loader	OMJC00862
	890-508	Wheel Loader	2014 Bobcat T770 with 80" Bucket & Pallet Forks	AN8T12782
	890-510	Wheel Loader	2015 John Deere 624K 4WD Loader	1DW624KZTED664391
Lot 10	890-358	Articulated Dump Truck	2012 Volvo A30F Rock Truck	VCE0A30FL00082078
	890-357	Articulated Dump Truck	2012 VOLVO A35F	VCE0A35FA00010191
	890-322	Excavator	2011 John Deere 290G LC Excavator	1FF290GXLBD705088
	890-323	Excavator	2006 Hitachi ZX240LC-3 Excavator (LEH)	FF01V1Q020274
	890-324	Excavator	2012 Komatsu PC360LC-10 Excavator	A32642
	890-325	Excavator	2014 John Deere 250GLC Excavator	1FF250GXCED609148
	890-327	Excavator	2013 Cat 349E Hydraulic Excavator	CAT0349EVTFG01057
Lot 11	890-427	Dozer	2001 CAT D6R Dozer	CAT00D6R5LN03217
	890-428	Dozer	1996 CAT D8R Dozer	7XM00903
	890-436	Dozer	2000 CAT D6R Dozer	5LN02631
	890-438	Dozer	2005 CAT D6R Dozer	ADE00880
	890-439	Dozer	2007 CAT D7R Dozer	CAT00D7RJAGN01590
	890-441	Dozer	2006 CAT D6R XW Series 3 Dozer	CAT00D6RCMRT00387
	890-442	Dozer	2007 CAT D6NLGP III Dozer	CAT00D6NADJY00331
	890-444	Dozer	2006 CAT D7R XR Dozer	AGN00969
	890-445	Dozer	2007 CAT D6R XW Dozer	HDC00292
	890-446	Dozer	2008 CAT D6T XW Dozer	CAT00D6THDJG00344
	890-447	Dozer	2011 D6NLGP Dozer	CAT00D6NEGHS00571
	890-450	Dozer	2012 Komatsu D39PX-22 Crawler Dozer	KMT0D108E01003712
Lot 12	890-810	Scrapers	1999 CAT 627F Scraper	1DL00703
	890-811	Scrapers	1999 CAT 627F Scraper	1DL00730
	890-812	Scrapers	1999 CAT 627F Scraper	1DL00740

	890-817	Scrapers	1998 CAT 627F Scraper	1DL00342
	890-819	Scrapers	1999 CAT 627F Scraper	1DL00532
	890-824	Scrapers	1996 CAT 627F Scraper	1DL00262
	890-821	Scrapers	2000 CAT 627F Scraper	1DL00824
Lot 13	895-152	Truck	2017 Ford F150	1FTEW1EF6HFB70721
	895-173	Truck	2017 Ford F150	1FTFW1EG5HKD13730
	895-201	Truck	2019 Ford F250	1FT7X2B62KEC18583
	895-223	Truck	2018 Ford F350	1FT8X3B60JEC96739
Lot 14	890-360	Dump Truck	2014 Caterpillar 730C	CAT0730CVTFF00367
	890-455	Dozer	2017 Caterpillar D6T track type tractor together with multi shank ripper	CAT00D6THRAD00830
	890-454	Dozer	2011 Caterpillar D7E	CAT00D7EAMDB00292
	890-328	Excavator	2015 Caterpillar 329FL Hydraulic Excavator	CAT0329FJERL00586
	890-330	Excavator	2015 Caterpillar 326F Hydraulic Excavator	CAT0326FPWGL00344
Lot 15	895-075	Trailers	2016 North Country Tridem	2C9EBP3WXGM183925
	895-076	Trailers	2015 Doepker Super B Lead	2DEGSDA31F1032346
	895-077	Trailers	2015 Doeker Super B Pup	2DEGSDA24F1032347
	895-078	Trailers	2015 Doepker Super B Lead	2DEGSDA38F1033557
	895-079	Trailers	2015 Doepker Super B Pup	2DEGSDA20F1033558
Lot 16	895-065	Earth Hauler	2008 FS335 Gravelhaul Trailer	2M9FS335681174097
	895-066	Earth Hauler	2004 Doepker Tridem End Dump	2DEGEDZ3941016744
	895-067	Earth Hauler	2013 Arne's Tridem End Dump	2A9073734DA003494
	895-073	Earth Hauler	2007 Arnes End Dump	2A90737337A003538
	895-074	Earth Hauler	2014 Arnes Crossgate Trailer	2A9173733EA003234
	895-072	Earth Hauler	2017 Midland TW2500	2MFB2R5C9HR008622
	895-071	Earth Hauler	2017 Midland TW2500B Lead	2MFB2R5C8HR008613
	895-068	Earth Hauler	2018 Arnes End Dump Tridem 360	2A9073837JA003256

895-069	Earth Hauler	2018 Arnes End Dump Tridem 360	2A9073839JA003257
891-654	Farm Machinery	Kuhn Rotary Spike	C0826
891-655	Farm Machinery	Haybuster No Till Drill Dura Tech 107	CJ457
891-657	Farm Machinery	Highline Bale Buster	BP-70200091
891-659	Farm Machinery	Tye Paratil	K-2-7483-TPT
891-663	Farm Machinery	2001 John Deere Mower 1518	W01518F00984
891-664	Farm Machinery	2003 8' Baldan Disc.	6.01211E+11
891-665	Farm Machinery	2000 12' Baldan Disc.	1818427013
891-667	Farm Machinery	WHRT 9PH Post Pounder	206556W
891-668	Farm Machinery	John Deere 15' Rotary Mower	W0CX15F006868
891-671	Farm Machinery	John Deere 14' H525E Disc	001129W
891-672	Farm Machinery	Leon 2350 10' Blade & Undercarriage	270341108
891-673	Farm Machinery	2013 Kello-Bilt Series 400 Disc	KE0132131R
891-674	Farm Machinery	2013 John Deere CX15 Rotary Cutter	1P0CX15FEDP038227
891-675	Farm Machinery	2013 Kello-Bilt Series 400 Road Builder Disc	KE0132326R
891-677	Farm Machinery	Kuhn EL162-300 Roto Spike with packer roller	A1110
891-678	Farm Machinery	11' Kello-Bilt Series 400 Single Offset Disc.	KE0142472R
891-679	Farm Machinery	19 Lemken Rubin 9 Compact Disc Harrow (440347
895-T20	Fluid Hauler	2013 Hutchinson Tridem Crude Trailer	2H9AA6HN7DT002209
895-T22	Fluid Hauler	2014 TC406 Polar Tank Trailer	1PMA24439E5012258
895-T24	Fluid Hauler	2015 Heil Tridem Crude Trailer	5HTDL4235F5J27535
895-T25	Fluid Hauler	2015 Tridem Fluid Hauler	5HTDL4237F5J27536
890-123	Grader	2012 CAT 160 M2 AWD Grader	CAT0160MLR9T00219
890-961	Heavy Equipment Attachment	72" Rock Picker - Bobcat Attachment	08-231

	890-962	Heavy Equipment Attachment	Bobcat 84AB 84" Angle Broom	231415775
	890-964	Heavy Equipment Attachment	Bobcat 100" Snow Bucket	
	890-965	Heavy Equipment Attachment	Bobcat 100" Snow Bucket	
	890-966	Heavy Equipment Attachment	Magnum RHP 40 Tamper, Addapter plate & hoses	H197
		Heavy Equipment Attachment	Allied 2300 Ho-Pac Packer	1867
		Heavy Equipment Attachment	WBM Bucket GP05-175	3W18214-1
		Heavy Equipment Attachment	Brandt Bucket WL0160-BGP3.50 Machine #624K	800016
		Heavy Equipment Attachment	WBM Bucket	3W43988-1 AT0008654
		Heavy Equipment Attachment	Brandt WL0140-MG96-72	526192
		Heavy Equipment Attachment	2007 Effer 42/35	114116
		Heavy Equipment Attachment	HLA Bucket	15302685
		Heavy Equipment Attachment	CAT Bucket 262-3010	W2B03854
		Heavy Equipment Attachment	CAT Bucket 349E	W2B06722
		Heavy Equipment Attachment	Brandt Bucket 2760	513628
		Heavy Equipment Attachment	CAT Bucket 262-3010	W2B03854
	890-967	Heavy Equipment Attachment	Brushcat Rotary Cutter	A00802263

	890-968	Heavy Equipment Attachment	Soil Conditioner Attachment	A6TG00754
	890-895	Heavy Equipment Attachment	Allied 895 Loader	20008950174
	895-020	Heavy Equipment Hauler	2006 Aspen Single Axle 10 Ton Booster	2A9TD10106N125235
	895-021	Heavy Equipment Hauler	2006 Aspen Tandem Axle 40 Ton Jeep	2A9JT40266N125261
	895-022	Heavy Equipment Hauler	1980 Scona 16 Wheel Jeep	2AT710224AM400544
	895-023	Heavy Equipment Hauler	1997 Aspen Tandem Axle Jeep	2A9JT4024VN125208
	895-030	Heavy Equipment Hauler	2007 Aspen 60 Ton Lowboy Trailer	2A9LB60687N125208
	895-032	Heavy Equipment Hauler	1996 Gerry Lowboy Trailer	2A9LB5036TN125042
	895-033	Heavy Equipment Hauler	2002 Gerrys Tridem Scissorneck Lowboy	2A9LB40332N125118
	891-557	Laser Equipment	Spectra Precision Laser LL300	12336189
		Laser Equipment	Spectra Precision Laser LL300N	18280271
		Laser Equipment	Spectra Precision Laser LL300N	17133439
		Laser Equipment	Spectra Precision Laser LL300N	18290570
		Laser Equipment	Spectra Precision Laser HL450	39525381
		Laser Equipment	Spectra Precision Laser HL450	39502221
		Laser Equipment	Spectra Precision Laser HL450	39128707
		Laser Equipment	Spectra Precision Laser HL450	39524552
		Laser Equipment	Spectra Precision Laser GL710	3551
		Laser Equipment	Trimble SPS855	5820R21268
		Laser Equipment	Trimble SPS855	5613R02398

		Laser Equipment	Trimble SPS985	5451F88945
		Laser Equipment	Caterpillar MS992	2394J766SP
		Laser Equipment	Caterpillar MS992	3024J821SP
		Laser Equipment	Caterpillar MS992	3024J818SP
		Laser Equipment	Caterpillar MS992	2394J751SP
		Laser Equipment	Caterpillar MS992	2664J755SP
		Laser Equipment	Caterpillar MS992	2664J825SP
		Laser Equipment	Caterpillar MS995	0207J704SY
		Laser Equipment	Caterpillar MS995	0247J501SY
		Laser Equipment	Caterpillar MS995	0928J501SY
		Laser Equipment	Caterpillar MS995	0668J508SY
		Laser Equipment	Northwest 32X Laser Level	
		Laser Equipment	Northwest AT-24 Laser Level	
		Laser Equipment	Northwest 26X Laser Level	
		Laser Equipment	Nikon AC-2S Laser Level	
		Laser Equipment	NAL 24 Laser Level	
	895-081	Light Equipment Hauler	2009 Double A HB/GN Trailer	2DAHC43089T008866
	895-082	Light Equipment Hauler	2010 Trail Pro 30' Gooseneck Trailer	2T9HC1208AT166641
	895-084	Light Equipment Hauler	1997 SWS Tridem Gooseneck Trailer	4P5GF2639V1012925
	895-085	Light Equipment Hauler	2001 Lode-King PF948-3	2LDPF483219036833
	895-086	Light Equipment Hauler	2012 Precision 26' Pintle Hitch Trailer	2P9BF9393CP078399
	895-087	Light Equipment Hauler	2013 Precision 26' Pintle Hitch Trailer	2P9BF9392DP078685

	895-088	Light Equipment Hauler	2015 Trail Pro 20' Cushion Tilt Trailer	2DACC6275FT017279
	895-089	Light Equipment Hauler	2015 14' Enclosed Canadian Hauler NH714TA2	593200F23F1049308
	891-551	Misc. Equipment	LB4 Laser Level	720/3012
	891-555	Misc. Equipment	Sullivan D185CA-POSI Compressor	25847A
	103	Misc. Equipment	Terex Light Tower	AL511-836
		Misc. Equipment	Phantom 4 Drone PH4-5870mAh	
	891-558	Misc. Equipment	MBM-65PRE Blaster	MBM-65PRE
	891-559	Misc. Equipment	Sullivan D185P2CA Air Compressor	100486
	891-560	Misc. Equipment	14,000 Capacity Alignment System	HDS14LSXE/CRT380R
	890-705	Mulcher	2008 CMI C250 Hurricane Crawler Mulcher	C250/GBJ08309
		Office Equipment	Ricoh DC2250 (P C307SPF)	C507P106955
		Office Equipment	Ricoh DC5958 (IM C3000)	3108RC00777
		Office Equipment	HP Laser Jet 500 Colour M551	CNCCF5Q0GQ
		Office Equipment	HP Laser Jet P4015N	CNDYB66750
		Office Equipment	Destroy It by Ideal 4002 CC	4146367
	890-908	Packer	1988 WRT 13 Wobble Wheel Packer	PT13-56088
	890-909	Packer	1988 WRT 13 Wobble Wheel Packer	PT13-65488
	890-911	Packer	2002 CAT CP563D Packer	L9ZW00623
	890-913	Packer	1999 CAT 815B Packer	17Z01662
	890-915	Packer	2005 IR SD122F Packer	185113
	890-918	Packer	Allied 2300 Ho-Pac Packer	1251
	890-919	Packer	Cat CP56B Vibratory Compactor	CATCP56BCLHC00340
	890-920	Packer	2012 Hamm 3412 Compactor	H1802493
	890-921	Packer	2300 Allied HoPac	1867
	890-922	Packer	2012 Hamm 3410 Compactor	H1792109
	890-525	Pipelaying Equipment	D6C CAT Model 72-1732 Pipelayer	90B1732

890-526	Pipelaying Equipment	JLG 600S Vintage 2007 60' Straight Boomlift	300121071
895-042	Pipeline Trailer	2009 FlexReel Trailer	2AT90922189U203041
895-047	Pipeline Trailer	2006 10'x30' Westlake Well Site Trailer	SQ1030TR370706102
895-048	Pipeline Trailer	12' x 60' Skid Office Unit	NAL-21790
	Seacan - 1		
891-759	Small Equipment	2009 Yamaha YXR45FYR Rhino	5Y4AJ32W99A300946
891-763	Small Equipment	2011 Yamaha YXR70FAGR Rhino 700	5Y4AM16W4BA302583
890-616	Tractor	2000 Case MX100 Tractor	JJA0106875
890-617	Tractor	1995 Case 7210 Tractor	JJA0054437
890-619	Tractor	2008 John Deere 7130S Two Wheel Drive Tractor MFWD One (1) John Deere 0740XW Loader (SN 1P00740xcbd052522)	L07130H556098
895-090	Trailer	2013 Load Line	2D9SD2829D1012394
895-091	Trailer	2014 Doepker	2DEGSDA27E1030526
ETC970	Trailer	12x60 Atco Office Trailer with Contents	26007-4970
895-161	Truck	2007 GMC C5500 Mechanics Truck	1GDE5C3237F414916
895-162	Truck	2012 Ford F250 XLT	1FTBF2B60CEA68052
895-163	Truck	2012 Ford F250 Supercab	1FT7X2B61CEC78839
895-164	Truck	2015 Ford F250 Crewcab	1FT7W2B62FEB17312
895-166	Truck	2014 Ford F150 Crewcab	1FTFW1EF6EFB71643
895-167	Truck	2015 Ford F350 Crewcab	1FT8W3B60FEB09042
895-168	Truck	1999 Ford Econoline E350 (Bucket Truck)	1FTSE34F6XHB77349
895-170	Truck	2015 Ford F550 Picker Truck	1FD0X5HT8FEB90838
895-179	Truck	2002 Freightliner Sanding Truck	1FVHAEAS12PK16838
895-180	Truck	2003 Western Star Conventional Water Tru	2WLHALAS43KK36829
895-181	Truck	2010 International 7500 Fuel Truck	1HTWNAZT7AJ241762
895-196	Truck	1995 Ford Welder	2FDKF38F9SCA39856
895-197	Truck	2000 Ford Heavy Vehicle Steamer Truck	1FDAF56FOYED62674
895-200	Truck	2010 Ford F150	1FTFW1EV9AFA24198

895-203	Truck	2011 Ford F350	1FT7W3B62BED09135
895-205	Truck	2001 Western Star	2WKRDDXH41K968490
895-207	Truck	2009 Peterbilt 367 Water Truck	1NPTLBOX09D772820
895-208	Truck	1998 Western Star Water Truck	2WKPPDJH6WK949267
895-209	Truck	2012 Ford F150	1FTFW1ET8CFA50194
895-212	Truck	2013 Ford F250 S/C	1FT7X2B63DEA20629
895-213	Truck	2010 Ford F350	1FTWF3B53AEA71703
895-214	Truck	2011 Ford F250	1FTBF2B66BEA07867
895-215	Truck	2011 Ford F550	1FDUF5HT1BEA49267
895-216	Truck	2010 Ford F350	1FTWW3BY7AEB22310
895-217	Truck	2011 Ford F250	1FTBF2B64BEB06476
895-218	Truck	2011 Ford F250 Extended Cab	1FT7X2B6XBEB34849
895-221	Truck	2011 Dodge Ram 5500	3D6WU7EL4BG535979
895-222	Truck	2013 Ford F150	1FTFW1ET2DKE31273
895-229	Truck	2011 Ford F550	1FDUF5HTXBEB97661
895-231	Truck	2011 Dodge Ram 5500	3D6WU7EL4BG571106
895-238	Truck	2002 Ford Flat Deck	1FDAF57F22EB00368
895-243	Truck	2011 Ford F150	1FTFW1EF2BFC08490
895-247	Truck	2001 International Eagle (black)	2HSCHAER6YC078595
895-249	Truck	2007 Ford F150	1FTPW14547FA53476
895-251	Truck	2003 Ford CrewCab	1FTSW31S53ED06451
895-255	Truck	2014 Kenworth	1XKDP4EX7ER968274
895-256	Truck	1998 Kenworth	1XKWD29XXWR950630
895-258	Truck	2014 F550 Picker Truck	1FD0X5HT6EEA45053
895-263	Truck	2004 Ford F250 Truck	1FTNX21L24ED01769
895-267	Truck	2009 Ford F550 Picker Truck	1FDAF57RX9EA05349
895-269	Truck	1994 Ford F350 Truck	2FDKF38F9RCA74097
895-270	Truck	2003 GMC Sierra 3500	1GTJK39G53E161192
895-278	Truck	2012 Kenworth T800	1XKDP4EXXCR954172
895-279	Truck	1992 Kodiak GMC Topkick	1GDP7H1J6NJS20667
895-284	Truck	2006 Ford F150	1FTPW14556FA62993
895-286	Truck	2006 Ford F150	1FTPW14536FA12447
895-291	Truck	2005 Ford F550 Mechanics Truck	1FDAF57P65EB94364
895-292	Truck	2008 Kenworth T300 Lube Truck	2NKMHN8X88M934395
895-296	Truck	2008 Kenworth T800	1XKDD40X18J936908
895-297	Truck	2008 Kenworth T800	1XKDD40X38J936909

895-F21	Truck	2005 Peterbilt Conventional	1XPFD80X95N858793
895-187	Truck	2012 Volvo Truck	4V4NC9KK6CN548130
895-176	Truck	2015 Kenworth T880	1XKZD40X7FJ976414
895-186	Truck	2014 Mack CHU614	1M1AN11Y4EM001040
895-F20	Truck	2014 Kenworth T800 One (1) Kenworth truck mounted with one (1) Hutchinson 22 cube tank (SN 13-	1NKDX4TX4ER965359
895-010	Utility Trailer	1990 Wilson 48'x102" Tridem Steel Trailer	1W1CDD605LF304903
895-013	Utility Trailer	1993 Trailking Trailer	1TKU01625PM033524
895-014	Utility Trailer	1996 Skidoo Trailer	4H1011419T0181121
895-015	Utility Trailer	2000 Interstate Trailer	4RACS142XYN008630
895-018	Utility Trailer	2012 Polaris Tandem Axle Trailer	5WFBS2029CW020435
895-052	Van Trailer	1998 Manax Tri Axle 53' Dry Storage Van	2M5921615W7056578
895-056	Van Trailer	RAM 45' Hiway Van Trailer (156)	378-8964
895-059	Van Trailer	1984 48' Manac Tandem Dry Van Trailer (1	2M5921460E1010771
895-W01	Water Hauler	1989 Wabash Tandem WATER Trailer	2W9DSRP15K5040089
891-876	Welders	1996 Lincoln Classic 300D	C1950500776
891-878	Welders	2004 Lincoln Classic 300D	C1031100247
891-879	Welders	2002 Lincoln Classic III	C1990400043
891-880	Welders	2005 Lincoln Classic 300D	C1040500223
	Welders	Miller 300 DX	
	Welders	Lincoln Electric K1726-4	U1080708273
	Welders	Millermatic 211 (Volts 120/230)	MD420476N
	Welders	Lincoln Electric LN-25 Pro	
	Welders	Lincoln DC400	C1010900228
891-884	Welders	2004 Millermatic 350	LE302082
891-886	Welders	Millermatic 252 Welder (Edmonton Shop)	MIL 907321
890-509	Wheel Loader	1986 AREO 6000 Fork Lift	70492
890-511	Wheel Loader	2012 Series 297 Caterpillar Skid Steer Load	GCP-01809

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

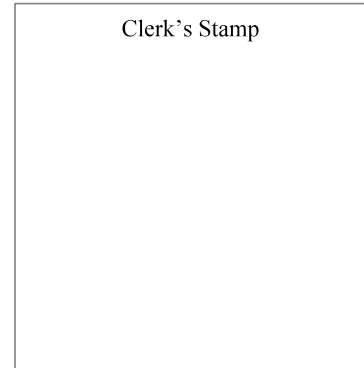
JUDICIAL CENTRE: EDMONTON

PLAINTIFF: CANADIAN WESTERN BANK

DEFENDANT: SHAMROCK VALLEY
ENTERPRISES LTD.

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
- 3) Order No. 212 268 919

Schedule “E” - Permitted Land Encumbrances

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