

Clerk's Stamp



COURT FILE NUMBER 1803 - 09581
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF BANK OF MONTREAL
DEFENDANT LADACOR AMS LTD., NOMADS PIPELINE CONSULTING LTD., 2367147 ONTARIO INC., and DONALD KLISOWSKY
DOCUMENT APPLICATION BY ALVAREZ & MARSAL CANADA INC. LIT, IN ITS CAPACITY AS RECEIVER AND MANAGER OF LADACOR AMS LTD., NOMADS PIPELINE CONSULTING LTD. AND 2367147 ONTARIO INC.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street S.W.
Calgary, AB T2P 4J8

Attn: Ryan Zahara / James Reid
Telephone: 403-260-9628 / 403-260-9731
Facsimile: 403-260-9700
Email: ryan.zahara@blakes.com
James.reid@blakes.com

File Ref.: 99766/12

NOTICE TO RESPONDENT

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date	<u>October 10, 2018</u>
Time	<u>10:00 a.m.</u>
Where	<u>Calgary Courts Centre</u>
Before Whom	<u>The Honourable Madam Justice D.L. Shelley</u>

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

Remedy claimed or sought:

1. Alvarez & Marsal Canada Inc. LIT, in its capacity as Court-appointed receiver and manager (the "Receiver") of the assets, undertakings and properties of Ladacor AMS Ltd., Nomads

Pipeline Consulting Ltd. and 2367147 Ontario Inc. (collectively, the "**Debtors**"), seeks orders substantially in the forms attached hereto as Schedules "**A**", "**B**" and "**C**":

- (a) abridging the time for service of this notice of application (the "**Application**") and declaring that this Application is properly returnable on the day heard, if necessary, and further service of this Application, other than to those listed on the Service List attached hereto as Schedule "**D**" is hereby dispensed with;
- (b) approving an auction and liquidation services agreement (the "**Auction Agreement**") between the Receiver, in its capacity as receiver and manager of the Debtors, and Century Services Corp. in respect of the Assets (as defined in the Auction Agreement) and in accordance with subsections 3(k), 3(l) and 3(m) of the receivership order granted on May 18, 2018 by the Honourable Madam Justice J.E. Topolniski (the "**Receivership Order**") in these proceedings;
- (c) approving the Receiver's interim statement of receipts and disbursements for the period from May 18, 2018 to September 21, 2018, as set out in the First Report of the Receiver dated October 2, 2018 (the "**First Report**");
- (d) amending paragraphs 5, 15 and 16 of the Receivership Order;
- (e) approving the accounts for fees and disbursements of the Receiver and its legal counsel for the period from May 18, 2018 to August 31, 2018, as set out in the First Report;
- (f) approving the actions, conduct and activities of the Receiver as outlined in the First Report;
- (g) authorizing and directing the Receiver to make an interim distribution as described in the First Report;
- (h) approving the payment into Court by the Receiver in accordance with section 48 of the *Builders' Lien Act* (Alberta) of \$53,236.34 (inclusive of costs calculated at 15% of the lien claim and interest to June 16, 2017) (the "**Lien Security**") as security for the builders' lien claim of Hawk Electric (Northern) Inc. ("**Hawk Electric**"), which Lien Security is to be held by the Clerk of the Court pending further Order of the Court;
- (i) ordering that upon payment of the Lien Security into Court, that the Registrar of Land Titles shall remove the registration of the lien of Hawk Electric;

- (j) ordering that the Registrar of Land Titles shall remove the registration of the lien of Hagen Surveys (1982) Ltd. for failure to respond to a Notice to Prove Lien in accordance with s. 52(5) of the *Builders' Lien Act* (Alberta);
- (k) sealing confidential appendices 1 and 2 to the First Report (the "**Confidential Appendices**") on the Court record; and
- (l) such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for making this application:

Auction Approval and Vesting Order

- 2. Pursuant to the Receivership Order, the Receiver was authorized to, among other things, market any or all of the Property (as defined in the Receivership Order), sell the Property or any parts thereof, and apply for any vesting order necessary to convey the Property or any parts thereof, free and clear of any liens or encumbrances.
- 3. On September 28, 2018, the Receiver entered into the Auction Agreement with Century Services Corp. for the marketing and auction sale of the Assets.
- 4. The Receiver believes that the sale program and auction process contemplated by the Auction Agreement will generate the highest offer available for the Assets and will garner the greatest recovery to the creditors of Ladacor AMS Ltd. and Nomads Pipeline Consulting Ltd. (2367147 Ontario Inc. does not have any assets subject to the Auction Agreement).
- 5. The Receiver believes that it is appropriate for the Court to approve the Auction Agreement and grant an order vesting the Assets in the respective purchasers of the Assets free and clear of all claims, liens and encumbrances.

Interim Distribution

- 6. The Receiver and its counsel have reviewed the security of Bank of Montreal ("**BMO**") as against the Debtors and has concluded it is valid and enforceable and ranks in priority to all other unsecured creditors.
- 7. If the Auction Agreement is approved and the transaction closes or the Receiver is able to collect upon the Westgate Receivable (as defined in the First Report), the Receiver recommends making an interim distribution or interim distributions to BMO as a partial repayment of the indebtedness owing to it under the Receiver Certificates issued in these

proceedings and towards the amount of Ladacor AMS Ltd.'s and Nomads Pipeline Consulting Ltd.'s respective indebtedness to BMO, and subject to the retention of amounts for any priority claims and at the sole discretion of the Receiver.

Accounts and Activities of the Receiver and its Counsel

8. The Receiver is of the view that its and its counsel's fees and costs are fair and reasonable under the circumstances and that they have been validly incurred in connection with the discharge of the Receiver's obligations, which have been dutifully performed.

The Lien Security

9. There were four builders' liens, other than the lien of Nomads Pipeline Consulting Ltd., registered against the Westgate project of Ladacor AMS Ltd., as set out in paragraph 80 of the First Report.
10. The Receiver and its counsel have reviewed the documents and filings related to these builders' liens and have determined that, with the exception of the builders' lien filed by Hawk Electric, the builders' lien holders have not strictly complied with the statutory requirements of the *Builders' Lien Act* (Alberta) and the remaining liens are no longer valid. The Receiver has written to Land Titles and had two of the liens discharged from title and is seeking the discharge of the third in the within Application for failure to respond to a Notice to Prove Lien in accordance with s. 52(5) of the *Builders' Lien Act* (Alberta).
11. With regard to the builders' lien registered by Hawk Electric, the Receiver is applying to have this lien discharged pursuant to section 48 of the *Builders' Lien Act* (Alberta) by paying the Lien Security into Court as security for the lien claim of Hawk Electric until further order of the Court.

Sealing Order

12. The Confidential Appendices to the First Report contain confidential and commercially sensitive information.
13. An order sealing the Confidential Appendices is appropriate given the commercially sensitive information contained therein and the potential negative impact disclosure of such information may have.
14. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

15. The Receiver intends to rely upon the following materials:
- (a) the Receivership Order, filed;
 - (b) the First Report to the Court submitted by the Receiver, dated October 1, 2018, filed;
 - (c) the Confidential Appendices to the First Report; and
 - (d) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

16. The Receiver will rely upon and refer to the *Alberta Rules of Court*, Alta Reg 124/2010 during the making of the Application.

Applicable Acts and Regulations:

17. The Receiver will rely upon and refer to the provisions of the:
- (a) *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended; and
 - (b) *Builders' Lien Act*, RSA 2000, c B-7, including sections 48 and 52.

Any irregularity complained of or objection relied on:

18. None.

How application is proposed to be heard or considered:

19. Oral submission by counsel at an application before the Honourable Madam Justice D.L. Shelley at 10:00 a.m. on October 10, 2018.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING


If you do not come to Court either in person or by your lawyer, the Court may give the applicant 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"

Form of Auction Approval and Vesting Order and Other Relief

(see attached)

Clerk's Stamp

COURT FILE NUMBER	1803-09581	
COURT	Court of Queen's Bench of Alberta	
JUDICIAL CENTRE	Edmonton	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	LADACOR AMS LTD., NOMADS PIPELINE CONSULTING LTD., 2367147 ONTARIO INC. and DONALD KLISOWSKY	
DOCUMENT	AUCTION APPROVAL AND VESTING ORDER AND OTHER RELIEF	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Blake, Cassels & Graydon LLP Barristers and Solicitors 3500 Bankers Hall East Tower 855 – 2 Street SW Calgary, Alberta T2P 4J8 Attention: Ryan Zahara / James Reid Tel: (403) 260-9628 / (403) 260-9731 Facsimile: (403) 260-9700 File No.: 99766/12	

DATE ON WHICH ORDER WAS PRONOUNCED: October 10, 2018

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice
D.L. Shelley

LOCATION OF HEARING: Edmonton, Alberta

UPON the application of Alvarez & Marsal Canada Inc. in its capacity as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of Ladacor AMS Ltd., Nomads Pipeline Consulting Ltd. and 2367147 Ontario Inc. (collectively, the "**Debtors**" and each a "**Debtor**") for an order: (i) approving the auction agreement dated September 28, 2018 (the "**Auction Agreement**") between the Receiver, in its capacity as Court appointed receiver and manager of the Debtors, and Century Services Corp. (the "**Auctioneer**"), which is appended as Appendix B to the First Report of the Receiver dated October 2, 2018 (the "**First Report**"), and the transactions contemplated thereby; (ii) providing for the vesting of the Debtors' right, title and interest in and to the Assets, as defined in the Auction Agreement and listed in the attached Schedule "**A**" hereto, in any person or persons who purchase any of the

Assets pursuant to the Auction Agreement (a "**Purchaser**"); and (iii) authorizing the Receiver to disburse and distribute the sale proceeds in respect of the Assets;

AND UPON HAVING READ the First Report and such other material in the pleadings and proceedings as deemed necessary;

AND UPON HEARING the submissions of counsel for the Receiver and any other interested parties appearing at the within application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

1. The time for service of the notice of application for this Order is hereby abridged and service of the Application and supporting materials is deemed good and sufficient.

APPROVAL OF AUCTION AGREEMENT

2. The Auction Agreement (including all schedules attached thereto) is hereby approved.
3. Subject to the provisions of this Order and the Receivership Order granted by the Honourable Justice J.E. Topolniski on May 18, 2018 (the "**Receivership Order**"), the Receiver is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Auction Agreement. Without limiting the foregoing, the Receiver is authorized to execute any other agreement, contract, deed or any other document, or take any other action, which could be required or useful to give full and complete effect to the Auction Agreement.

MARKETING AND SALE OF ASSETS

4. The Auctioneer is authorized to market and sell the Assets in accordance with the terms of the Auction Agreement (the "**Asset Sales**"). The Asset Sales shall be free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order; and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,

collectively, the "**Encumbrances**".

ASSET SALE AND VESTING

5. 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 or similar evidence of purchase to such Purchaser (the "**Purchaser Bill of Sale**"):
 - (a) all of a Debtors' right, title and interest in and to the Assets, as applicable, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all Claims, and all of the Encumbrances affecting or relating to such Assets shall be expunged and discharged as against such Assets;
 - (b) any Debtor and all persons who claim by, through or under such Debtor in respect of the Assets, as applicable, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such persons remain in possession or control of any of the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee); and
 - (c) the Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by any Debtor, or any person claiming by or through or against the Debtors.
6. Nothing herein shall discharge the obligations of the Auctioneer pursuant to the Auction Agreement or otherwise, or the rights or claims of the Receiver in respect thereof including, without limitation, the obligations of the Auctioneer to account for and remit the proceeds of the Asset Sales (the "**Sale Proceeds**") to the Receiver in accordance with the terms of the Auction Agreement.
7. For the purposes of determining the nature and priority of Claims, the monies payable to the Receiver under the Auction Agreement from the Asset Sales shall stand in the place

and instead of the Assets, and from and after the delivery of the Purchaser Bill of Sale, all Claims shall attach to the net Sale Proceeds from the Asset Sales 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.

8. From and after the closing of sale of any of the Assets to a Purchaser, the Receiver is authorized to take all such steps as may be necessary to effect the discharge of any security registration or registrations relating to the Claims registered against the Assets, including Encumbrances, as may be necessary, provided that the Receiver shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Assets, and the Receiver shall be authorized to take any further steps by way of further application to this Court.

9. Notwithstanding (i) the pendency of these receivership proceedings; (ii) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to such applications; (iii) any assignment in bankruptcy made in respect of the Debtors; or (iv) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances contained in any existing agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtors, and notwithstanding any provision to the contrary in any such agreement (a "**Third Party Agreement**"):
 - (a) the vesting of the Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of a Debtor and shall not be void or voidable by creditors of any Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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; and

 - (b) the vesting of the Assets in the Purchaser (or its nominee) pursuant to this Order shall not create nor be deemed to constitute a breach by any Debtor of any Third

Party Agreement, and the Purchaser shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation, execution, delivery or performance of the transactions contemplated herein.

LIMITATION OF LIABILITY

10. Subject to the Receivership Order, nothing in this Order shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Assets within the meaning of environmental legislation or pursuant to the terms of the *Bankruptcy and Insolvency Act* (Canada).
11. No action lies against the Receiver by reason of this Order or to the performance of any act authorized by this Order.

AMENDMENT TO THE RECEIVERSHIP ORDER

12. Paragraph 5 of the Receivership Order is hereby amended to change the references to paragraphs 6 and 7 to paragraphs 5 and 6.
13. Paragraph 15(b) and 15(c) of the Receivership Order is hereby amended to include the reference to "sub-paragraph (a)".
14. Paragraph 15(c)(i) of the Receivership Order is hereby amended to include the reference to "clause (ii) below".
15. Paragraph 16 of the Receivership Order is hereby amended by adding the words: "in the Receiver's possession or control at the time a claim is made" at the end of the first sentence.

APPROVAL OF ACCOUNTS, ACTIVITIES AND RECEIPTS AND DISBURSEMENTS

16. The Receiver's accounts for fees and disbursements, as set out in the First Report, are hereby approved without the necessity of a formal passing of its accounts.
17. The accounts of the Receiver's legal counsel, Blake, Cassels & Graydon LLP, for its fees and disbursements, as set out in the First Report, are hereby approved without the necessity of a formal assessment of its accounts.

18. The Receiver's activities as set out in the First Report and the schedule of receipts and disbursements attached thereto are hereby ratified and approved.

INTERIM DISTRIBUTION

19. The Receiver is hereby authorized and directed, at such time as it determines appropriate, to make an interim distribution or interim distributions to Bank of Montreal ("**BMO**") to pay down the Receiver's Certificates issued in these proceedings and to make partial repayment of the amount of Ladacor AMS Ltd.'s and Nomads Pipeline Consulting Ltd.'s respective indebtedness to BMO, as set out in the First Report, subject to the retention of amounts for any priority claims at the Receiver's sole discretion.

MISCELLANEOUS MATTERS

20. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 orders as to provide such assistance to the Receiver, as an officer of this 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. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
22. The Receiver, the Auctioneer (or its nominee) and any other interested party shall be at liberty to apply for further advice, assistance and directions 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 Asset Sales.

23. Upon the closing of the transactions contemplated in the Auction Agreement, the Receiver shall file with the Clerk of the Court a Receiver's Certificate substantially in the form attached hereto as Schedule "B".

J.C.Q.B.A

SCHEDULE "A"
(List of Assets)

Ladacor AMS Ltd. & Nomads Pipeline Consulting - In Receivership
Auction Agreement - Listing of Assets Schedule

SCHEDULE A

Year	Make	Model	Serial Number
NOMADS OWNED			
CONTAINERS			
	Sea Container	40' Sea-Can	Schedule "A" #1
	Sea Container	40' Sea-Can	Schedule "A" #1
	Sea Container	40' Sea-Can	Schedule "A" #1
	Open Sided Sea Container	40' Sea-Can	Schedule "A" #5
	Open Sided Sea Container	40' Sea-Can	Schedule "A" #5
	Open Sided Sea Container	40' Sea-Can	Schedule "A" #5
	Open Sided Sea Container	40' Sea-Can	Schedule "A" #5
	Sea Container	40' Sea-Can	Schedule "A" #8
	Sea Container	40' Sea-Can	Schedule "A" #8
	Sea Container	40' Sea-Can	Schedule "A" #8
	Sea Container	20' Sea-Can	Schedule "A" #12
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #13
	Sea Container	40' Sea-Can	Schedule "A" #26
	Sea Container	40' Sea-Can	Schedule "A" #26
	Sea Container	40' Sea-Can	Schedule "A" #31
	Sea Container	40' Sea-Can	Schedule "A" #31
	Sea Container	40' Sea-Can	Schedule "A" #31
	Sea Container	40' Sea-Can	Schedule "A" #31
	Sea Container	20' Sea-Can	Schedule "A" #37
	Sea Container	20' Sea-Can	
	Sea Container	20' Sea-Can	Schedule "A" #77
	Construction Site office	40' C-Can	Schedule "A" #76

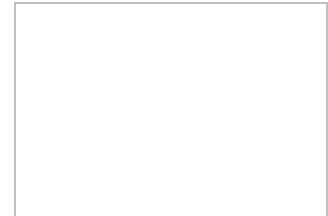
	Tool Crib	40' C-Can	Schedule "A" #73
	Tool Crib	40' C-Can	Schedule "A" #74
MACHINERY & TOOLS			
	Shear lockformer and finger brake		Schedule "A" #48
	Howlick roll former and decoiler		Schedule "A" #49
	(3) Miller "XMT" multi process welders		Schedule "A" #50
	Lincoln "DC400" multi process welder		Schedule "A" #51
	Almi pupe notcher/grinder		Schedule "A" #52
	Lincoln "Power Mig" mig welder		Schedule "A" #53
	Hypertherm "Powermax 1000" plasma cutter		Schedule "A" #54
	Hypertherm "105" plasma cutter		Schedule "A" #55
	Lincoln "255" mig welder		Schedule "A" #56
	Upright compressor		Schedule "A" #58
	Lincoln "Ranger 305" portable gas welder		Schedule "A" #59
	Hyd-Mech "S-23" horizontal band saw		Schedule "A" #60
	2003 Durma 110-ton iron worker		Schedule "A" #61
	Generac "GP1500E" gas generator		Schedule "A" #63
	Snow blower		Schedule "A" #64
	Ridgid air compressor		Schedule "A" #65
	Genie lift		Schedule "A" #70
	(2) Lincoln Ranger 305G welders		
	Clark Forklift	CGP30	P365L00499413FB
	Skytrak Zoom Boom		016004577
	4x4 Zoom Boom	JXB "40H"	0300015277
VEHICLES & TRAILERS			
	Honda ATV		
2008	Chevrolet Silverado	2500HD	1GCHK23K58F186665
2006	Ford XL DRW Welding Truck	F350	1FDWF36526EA00277
2015	Dodge	Caravan	2C4RDGBG1FR566018
1992	Freightliner		2FUPAXYB3NV600566
2014	Ford	F150	1FTFW1EF3EFA73394
2012	PJ Trailer		4P5FD4026C1166633
	Frame Trailer		
MISCELLANEOUS			

	Assorted bats of insulation		Schedule "A" #2
	Contents of sea container		Schedule "A" #3
	Roof trusses		Schedule "A" #4
	Lot of drywall and particle board		Schedule "A" #6
	Rack and steel		Schedule "A" #7
	Insulated tarps		Schedule "A" #9
	Lot of plumbing supplies in sea container		Schedule "A" #10
	Aluminum studs		Schedule "A" #11
	HVAC Roof Top Unit	8.5 TON MODEL	ZWT08N18V5BAA12DA7
	HVAC Roof Top Unit	6.5 TON MODEL	ZWT06N18V5BAA11DA7
	Contents of sea container		Schedule "A" #15
	Radiant heating panel		Schedule "A" #17
	Lot of poly and flooring		Schedule "A" #18
	Generac 300kW skidded diesel genset	SG300	Schedule "A" #19
	Spider Lifting Chains		Schedule "A" #20
	Lot of table saw, compressor, banding cart and sand blaster		Schedule "A" #21
	Lot of quad tires and storage box		Schedule "A" #22
	Assorted tarps and 2"x4" planks, etc.		Schedule "A" #23
	Aluminum studs and frames		Schedule "A" #24
	Cotents of sea container		Schedule "A" #27
	Scaffolding		Schedule "A" #28
	Construction fencing and rack		Schedule "A" #33
	Contents of sea container		Schedule "A" #34
	Lot of saw horses and crane pads		Schedule "A" #35
	Assorted structural steel		Schedule "A" #39
	2-storey modular building	show home	Schedule "A" #40
	Contents of office		Schedule "A" #43
	Lot of grey and back holding tanks		Schedule "A" #44
	Lot of assorted hand and power tools throughout		Schedule "A" #46
	Assorted shop assets		Schedule "A" #47
	(20) crane matts		Schedule "A" #75
	Greenlee Jobbox and contents		
	Lot of ladders, bubble lights, small compressor, etc		

	5 lifts tongue and groove OSB		
	9 Lifts installation		
	HVAC unit		
	Lot of Hardie board and lumber		
LADACOR OWNED			
MODULES			
	Duplex Building Module (2 stacked)	Eden Valley Project	Basement #1
	Duplex Building Module (2 stacked)	Eden Valley Project	Basement #2
	Duplex Building Module (2 stacked)	Eden Valley Project	Upstairs #1
	Duplex Building Module (2 stacked)	Eden Valley Project	Upstairs #2

SCHEDULE "B"
(Form of Receiver's Certificate)

Clerk's Stamp



COURT FILE NUMBER	1803-09581
COURT	Court of Queen's Bench of Alberta
JUDICIAL CENTRE	Edmonton
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	LADACOR AMS LTD., NOMADS PIPELINE CONSULTING Ltd., 2367147 ONTARIO INC. and DONALD KLISOWSKY
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Blake, Cassels & Graydon LLP Barristers and Solicitors 3500 Bankers Hall East Tower 855 – 2 Street SW Calgary, Alberta T2P 4J8 Attention: Ryan Zahara / James Reid Tel: (403) 260-9628 / (403) 260-9731 Facsimile: (403) 260-9700 File No.: 99766/12

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice J.E. Topolniski of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated May 18, 2018, Alvarez & Marsal Canada Inc. was appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of, among others, Ladacor AMS Ltd. and Nomads Pipeline Consulting Ltd. (collectively, the "**Debtors**").

B. Pursuant to an Order of the Court dated October 10, 2018, the Court approved the auction agreement dated September 28, 2018 (the "**Auction Agreement**") between the Receiver, in its capacity as receiver and manager of the Debtors, and Century Services Corp.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Auction Agreement.

THE RECEIVER CERTIFIES the following:

1. The Auction occurred and the Auctioneer has paid and the Receiver has received the NMG and all other amounts payable to the Receiver pursuant to the Auction Agreement; and
2. This Certificate was delivered by the Receiver at _____ on October ____, 2018.

Alvarez & Marsal Canada Inc., in its capacity as Receiver of the undertaking, property and assets of Ladacor AMD Ltd. and Nomads Pipeline Consulting Ltd., and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "B"

Form of Cash Security for Lien Order

(see attached)

COURT FILE NUMBER 1803-09581

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Edmonton

PLAINTIFF **BANK OF MONTREAL**

DEFENDANTS **LADACOR AMS LTD., NOMADS PIPELINE CONSULTING LTD.,
2367147 ONTARIO INC. and DONALD KLISOWSKY**

DOCUMENT **CASH SECURITY**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Blake, Cassels & Graydon LLP**
Barristers and Solicitors
3500 Bankers Hall East Tower
855 – 2 Street SW
Calgary, Alberta T2P 4J8

Attention: Ryan Zahara / James Reid
Tel: (403) 260-9628 / (403) 260-9731
Facsimile: (403) 260-9700
File No.: 99766/12

DATE ON WHICH ORDER WAS PRONOUNCED: October 10, 2018

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice D.L. Shelley

LOCATION OF HEARING: Edmonton, Alberta

UPON the application of Alvarez & Marsal Canada Inc. in its capacity as the receiver (the "**Receiver**") of the undertaking, property and assets of Ladacor AMS Ltd., Nomads Pipeline Consulting Ltd. and 2367147 Ontario Inc. (collectively, the "**Debtors**" and each a "**Debtor**") for an order to: (i) post certain security for a builders' lien registered against Ladacor AMS Ltd.'s Westgate project; and (ii) directing the Registrar of Land Titles to discharge certain liens;

AND UPON HAVING READ the First Report of the Receiver dated October 2, 2018 (the "**First Report**"), and such other material in the pleadings and proceedings as deemed necessary;

AND UPON HEARING the submissions of counsel for the Receiver and any other interested parties appearing at the within application;

IT IS HEREBY ORDERED THAT:

1. Service of this Application is hereby abridged, if necessary, and the Application is properly returnable today and any requirement for service of the Application upon any party not served is hereby dispensed with.
2. Pursuant to section 48 of the *Builders' Lien Act*, RSA 2000, c B-7 (the "**Builders' Lien Act**"), the Receiver may pay into Court the amount of \$53,236.34 (inclusive of costs and interest to June 16, 2017) as security (the "**Lien Security**") for the builders' lien claim of Hawk Electric (Northern) Inc. (the "**Lien Claimant**").
3. Upon being provided with a Form 50 (Money Paid Into Court) filed with the Clerk of the Court evidencing the provision of the Lien Security in accordance with this Order, together with a certified copy of this Order, the Registrar of Land Titles shall, pursuant to section 191(3)(a) of the *Land Titles Act*, RSA 2000, c L-4:
 - (a) forthwith remove the registrations of the Lien Claimant, registered as Instrument Nos. 172 335 044 (the "**Lien**") and 182 057 147 (the "**Certification of Lis Pendens**"), from the title to the Lands as defined below; and
 - (b) forthwith remove the registration of the lien of Hagen Surveys (1982) Ltd., registered as Instrument No. 182 124 615, from the title to the Lands as defined below:

PLAN 5417NY BLOCK 14 LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.567 HECTARES (1.4 ACRES) MORE OR LESS
ESTATE: FEE SIMPLE, ATS REFERENCE: 4;25;52;34;W
MUNICIPALITY: CITY OF EDMONTON
REFERENCE NUMBER: 962 282 754 (the "**Lands**")
4. The provisions of Section 48(2) of the *Builders' Lien Act* shall apply to the Lien Security.
5. The Lien Security shall be held by the Clerk of the Court pending further Order of this Court respecting the enforcement of the Lien or the handling of the Lien Security.
6. The Lien Claimant or the Receiver is at liberty to make further application to the Court of Queen's Bench in these receivership proceedings, including an application under Section 53 of the *Builders' Lien Act*, for further directions respecting any matter pertaining to the Lien, the Lien Security, or the issues in dispute, including but not limited to:

- (a) the validity of the Lien;
 - (b) the adjustment of the type or amount of the Lien Security or the extent of its application;
 - (c) the discharge of any further liens registered that are related to or duplicative of the Lien;
 - (d) the establishment and calculation of a lien fund; or
 - (e) the enforcement of an award made in any related proceedings.
7. The posting of the Lien Security in accordance with this Order shall not constitute an admission as to the validity of the registration, or the amount of the Lien.
8. Nothing in this Order shall in any way restrict the rights or obligations of the parties under the *Builders' Lien Act* except as expressly stated herein.

J.C.Q.B.A.

Schedule "C"

Form of Sealing Order

(see attached)

COURT FILE NUMBER 1803-09581

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Edmonton

PLAINTIFF **BANK OF MONTREAL**

DEFENDANTS **LADACOR AMS LTD., NOMADS PIPELINE CONSULTING LTD.,
2367147 ONTARIO INC. and DONALD KLISOWSKY**

DOCUMENT **AUCTION APPROVAL AND VESTING ORDER AND OTHER
RELIEF**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Blake, Cassels & Graydon LLP**
Barristers and Solicitors
3500 Bankers Hall East Tower
855 – 2 Street SW
Calgary, Alberta T2P 4J8
Attention: Ryan Zahara / James Reid
Tel: (403) 260-9628 / (403) 260-9731
Facsimile: (403) 260-9700
File No.: 99766/12

DATE ON WHICH ORDER WAS PRONOUNCED: October 10, 2018
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice D.L. Shelley
LOCATION OF HEARING: Edmonton, Alberta

UPON the application of Alvarez & Marsal Canada Inc. in its capacity as the receiver (the "**Receiver**") of the undertaking, property and assets of Ladacor AMS Ltd., Nomads Pipeline Consulting Ltd. and 2367147 Ontario Inc. (collectively, the "**Debtors**" and each a "**Debtor**") for an order sealing confidential appendices 1 and 2 (the "**Confidential Appendices**") to the First Report of the Receiver dated October 2, 2018 (the "**First Report**");

AND UPON HAVING READ the First Report and such other material in the pleadings and proceedings as deemed necessary;

AND UPON HEARING the submissions of counsel for the Receiver and any other counsel in attendance at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of this Application is hereby abridged, if necessary, and the Application is properly returnable today and any requirement for service of the Application upon any party not served is hereby dispensed with.

SEALING

2. Division 4 of Part 6 of the *Alberta Rules of Court*, Alta Reg 124/2010 does not apply.
3. The Confidential Appendices contain confidential and commercially sensitive information, which if made publicly available could be used to the detriment of the parties and these receivership proceedings, and shall be sealed on the Court file, not form part of the public record, and not be available for public inspection unless and until the Receiver files a certificate with this Court confirming the completion of these receivership proceedings (the "**Receiver's Completion Certificate**") or further order by this Court, upon seven days' notice to all interested parties.
4. The Clerk of the Court shall file the Confidential Appendices in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY
ALVAREZ & MARSAL CANADA INC.

THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL ALVAREZ &
MARSAL CANADA INC. FILES THE RECEIVER'S COMPLETION
CERTIFICATE OR FURTHER ORDER PURSUANT TO THE SEALING
ORDER ISSUED BY THE HONOURABLE JUSTICE D.L. SHELLEY ON
OCTOBER 10, 2018.

5. Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on notice to the Receiver and any other affected party in accordance with the *Alberta Rules of Court*, Alta Reg 124/2010 and this Order.

J.C.Q.B.A.

Schedule "D"

Service List

(see attached)

COURT FILE NUMBER 1803-09581

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANTS BANK OF MONTREAL

RESPONDENTS LADACOR AMS LTD., NOMADS PIPELINE CONSULTING LTD., 2367147 ONTARIO INC., and DONALD KLISOWSKY

SERVICE LIST

Party	Telephone	Fax	Role
BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street SW Calgary, AB T2P 4J8 KELLY BOURASSA E-mail: kelly.bourassa@blakes.com RYAN ZAHARA E-mail: ryan.zahara@blakes.com JAMES REID E-mail: james.reid@blakes.com	 403-260-9697 403-260-9628 403-260-9731	403-260-9700	Counsel to Receiver
ALVAREZ & MARSAL CANADA INC. Bow Valley Square 4 250 - 6th Avenue SW, Suite 1110 Calgary, AB T2P 3H7 OREST KONOWALCHUK E-mail: okonowalchuk@alvarezandmarsal.com CHAD ARTEM E-mail: cartem@alvarezandmarsal.com	 403-538-4736 403-538-7518	403-538-7551	Receiver

Party	Telephone	Fax	Role
<p>FIELD LAW LLP 400 - 444 7 AVE SW Calgary, AB T2P 0X8</p> <p>ANDREW WILKINSON E-mail: awilkinson@fieldlaw.com</p> <p>TREVOR BATTY E-mail: tbatty@fieldlaw.com</p>	<p>403-260-8513</p> <p>403-260-8537</p>	<p>403-264-7084</p>	<p>Counsel to Liberty Mutual (Surety for Ladacor)</p>
<p>DENTONS CANADA LLP 10180, 2900 Manulife Place, 101 St NW, Edmonton, AB T5J 3V5</p> <p>DEAN HITESMAN E-mail: dean.hitesman@dentons.com</p>	<p>780-423-7284</p>	<p>780-423-7276</p>	<p>Counsel to Bank of Montreal (BMO)</p>
<p>OSLER, HOSKIN & HARCOURT LLP Suite 2500, TransCanada Tower 450 - 1st Street S.W. Calgary, Alberta, Canada T2P 5H1</p> <p>RANDAL VAN DE MOSSELAER E-mail: rvandemosselaer@osler.com</p> <p>PAULA OLEXIUK E-mail: POlexiuk@osler.com</p> <p>EMILY PAPLAWSKI E-mail: EPaplawski@osler.com</p> <p>WESTERN SECURITIES</p> <p>RYAN O'CONNOR E-mail: ryano@westernsecurities.com</p> <p>CRM</p> <p>ANDREW WEDDELL E-mail: andrew.weddell@crmr.com</p> <p>LARKIN O'CONNOR E-mail: larkin@crmr.com</p>	<p>403-260-7060</p> <p>403-260-7080</p> <p>403-260-7071</p>	<p>403-260-7024</p>	<p>Counsel to Canadian Rocky Mountain Resorts</p>

Party	Telephone	Fax	Role
GUREVITCH BURNHAM LAW OFFICE 9931 – 106 Ave Grand Prairie, AB T8V 1J4 PATRICK WILSON E-mail: patrick@grandprairielaw.ca			Counsel to Hawk Electric
BORDEN LADNER GERVAIS LLP Centennial Place, East Tower 1900, 520 - 3rd Avenue SW Calgary, AB T2P 0R3 PAUL ALBERT E-mail: palbert@blg.com	403-232-9667	403-266-1395	Counsel to Nomads Pipeline Consulting Ltd.
DLA PIPER (CANADA) LLP 1000, 250 2nd St SW Calgary, AB T2P 0C1 KAREN FELLOWES E-mail: karen.fellowes@dlapiper.com	403-296-4470 403-698-8787		Counsel to Total Energy
MCLENNAN ROSS LLP 1000, 350-7th Avenue SW Calgary, AB T2P 3N9 JAMIE P FLANAGAN E-mail: jflanagan@mross.com	403-303-9102	403-543-9150	Counsel to Pacific West Systems Supply Ltd.
KMSC LAW LLP 401 10514 67 Avenue Grande Praire, AB T8W 0K8 ROBERT PEARCE E-mail: ROBERTP@KMSC.CA	780-532-7771	780-532-1158	Counsel to Rentco Equipment Ltd.
WALSH LLP STE 2800, 801-6 Ave SW Calgary, AB T2P 4A3 MARTINE H PETTEM E-mail: mpettem@walshlaw.ca	403-267-8455	403-264-9400	Counsel to RGO Flooring Ltd.

Party	Telephone	Fax	Role
MCCUAIG DESROCHERS LLP 2401 Toronto Dominion Tower 10088 – 102 Avenue NW Edmonton, AB T5J 2Z1 SHAUN D. WETMORE E-mail: swetmore@mccuaig.com PIERRE C DESROCHERS E-mail: pdesrochers@mccuaig.com	780-426-4660 780-441-3403 780-441-3411	780-426-0982	Counsel to Steenhof Building Services Group Counsel to 1459428 Ontario Inc.
HAUTMANN LAW OFFICE 1410, 5555 Calgary Trail Edmonton, AB T6H5P9 JOHN W HAUTMAN Email: jwh@hautmannlaw.com	780-434-7600	780-434-7626	Counsel to S.S. Decking Ltd.
ROBB & EVENSON PROFESSIONAL CORP 506, 933 17 TH Ave SW Calgary, AB T2T 5R6 CALVIN V ROBB E-mail: crobb@robbevenson.com	403-541-1600	403-541-1604	Counsel to Docktor Freight Solutions Corp.
LAGRANGE MECHANICAL SERVICES LTD. 970 Boulder Blvd Stony Plain, AB T7Z 0E6 GLENN LAGRANGE E-mail: glenn@lagrangemechanical.com SARAH NELSON E-mail: sarah@lagrangemechanical.com		780-968-1875	
LADACOR DARRIN NEWNHAM E-mail: dnewnham@ladacor.com			

Party	Telephone	Fax	Role
DOBCO & WHEATON LAW OFFICES 10022 – 102 Avenue Grande Prairie, AB T8V 0Z7 MICHAEL WHEATON E-mail: MichaelW@dwlaw.ca	780-539-6200	780-532-9052	Counsel to Hythe & District Pioneer Homes Advisory Committee
KOR-ALTA CONSTRUCTION LTD. 2461 - 76 Avenue Edmonton, AB T6P 1P6 TED COMMANDEUR E-mail: tcommandeur@koralta.com	780-440-6661	780-490-1961	Interested Party Chateh Courthouse Project
PACIFIC WEST SYSTEMS SUPPLY LTD. 4910 Builders Road SE Calgary, AB T2G 4C6			Interested Party Canadian Rocky Mountain Resorts Ltd.
MAYAN & SON PAINTING 3603 10 Ave NW Edmonton, AB T6L 2L2 AVORY MAYAN E-mail: mayanpainting@shaw.ca	780-554-7948		Builder's Lien on Land Title Number 102 084 105
HAGEN SURVEYS (1982) LTD 8929-20 th Street Edmonton, AB T6P1K8 DAVID J HAGEN E-mail: djhagen@hagensurveys.com	780-464-5506	780-464-4450	Builder's Lien on Land Title Number 102 084 105
D. RAY CONSTRUCTION LTD. P.O. Box 25, Beaverlodge AB T0H 0C0 DUSTIN MCNEIL E-mail: drayltd@telus.net	780-354-2522	780-354-2523	Builders Lien on Land Title Number 142 411 935

Party	Telephone	Fax	Role
CANADA REVENUE AGENCY Prairie Region 606 – 4 th Street SW, Suite 510 Calgary, AB T2P 1T1 JILL MEDHURST Email: Jill.Medhurst@justice.gc.ca	403-299-3985	1-866-219-0311 Prairie Region	Counsel to Canada Revenue Agency
DEPARTMENT OF JUSTICE CANADA 300, 10423 - 101 St NW, Edmonton Alberta T5H 0E7 GEORGE F. BÓDY E-mail: george.body@justice.gc.ca	780-495-7595	780-495-3319	Her Majesty the Queen in Right of Canada
ZEKE PURVES-SMITH #700, 999 – 8th Street SW, Calgary, AB, T2R 1J5 Email: zeke.purves-smith@zpsprivatelaw.com CENTURY SERVICES 2nd Floor, 734 – 42 Ave. S.E. Calgary, AB T2G 5N9 JAMES CARLSON Email: JCarlson@centuryservices.com	403-680-2759 403-294-9400	403-571-4444 403-294-9409	Counsel to Century Services
STEENHOF & ASSOCIATES GEORGE CAMERON Email: GCameron@hgrgp.ca			
DELL FINANCIAL SERVICES CANADA LIMITED P.O. Box 8751, Station 'A' Toronto, ON M5W 3C2 HSB ADMINISTRATION	416-758-2100	888-438-1117	Interested party