

**METRO PAVING AND ROADBUILDING LTD.,
METRO PAVING LTD., METRO PARS
CORPORATION and GRASSLANDS
OF BEISEKER DEVELOPMENT CORPORATION**

CLERK'S STAMP

COURT FILE NUMBER	2101 00809
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	BANK OF MONTREAL
RESPONDENT	METRO PAVING AND ROADBUILDING LTD., METRO PAVING LTD., METRO PARS CORPORATION, and GRASSLANDS OF BEISEKER DEVELOPMENT CORPORATION
DOCUMENT	FIRST REPORT OF BDO CANADA LIMITED, IN ITS CAPACITY AS RECEIVER dated March 15, 2021
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Cassels Brock & Blackwell LLP Barristers and Solicitors 3810, Bankers Hall West 888 – 3 rd Street S.W. Calgary, Alberta T2P 5C5 Attention: Jeffrey Oliver Telephone No.: 403-351-2921 Fax No.: 403-648-1151 Client File No.: 28677-31

TABLE OF CONTENTS

I. INTRODUCTION	2
II. PURPOSE OF REPORT	2
III. QUALIFICATIONS	3
IV. BACKGROUND AND EVENTS LEADING TO THE APPOINTMENT OF THE RECEIVER.....	3
V. RECEIVER'S ACTIVITIES SINCE THE DATE OF APPOINTMENT	6
VI. REALIZATION PROCESS.....	8
VII. RECEIVER'S STATEMENTS OF RECEIPTS AND DISBURSEMENTS.....	17
VIII. CREDITORS	18
IX. RECOMMENDATIONS	22

APPENDICES

APPENDIX "A" – ORDER OF THE COURT OF QUEEN'S BENCH OF ALBERTA DATED JANUARY 20, 2021

APPENDIX "B" – CORPORATE ORGANIZATIONAL CHART

APPENDIX "C" – SUMMARY OF PROFESSIONAL FEES OF THE RECEIVER AND RECEIVER'S COUNSEL

I. INTRODUCTION

1. BDO Canada Limited, was appointed as receiver and manager (the “**Receiver**”), of all of the assets, undertakings and properties (the “**Property**”) of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation (collectively as “**Metro Entities**” or the “**Company**”), pursuant to an order (the “**Receivership Order**”) of the Honourable Madam Justice K.M. Eidsvik of the Court of Queen’s Bench of Alberta (the “**Court**”) dated January 20, 2021 (the “**Date of Appointment**”). A copy of the Receivership Order is attached hereto as **Appendix “A”**.
2. The Receiver has also prepared and filed with the Court, subject to a request for sealing order, a Confidential Supplementary Report dated March 15, 2021 (the “**Confidential Supplementary Report**”), which should be read by the Court in conjunction with this First Report (defined herein) and will assist the Court in considering the relief being sought by the Receiver herein.

II. PURPOSE OF REPORT

3. The purpose of this first report of the Receiver (the “**First Report**”) is to:
 - a) Provide this Court with certain information pertaining to the receivership, including:
 - (i) Metro Entities’ background and certain facts leading up to the appointment of the Receiver;
 - (ii) The activities of the Receiver since the Date of Appointment;
 - (iii) The Receiver’s suggested plan to realize on the Company’s Property (the “**Realization Process**”), and the results thereof;
 - (iv) The Receiver’s review of the security held by Bank of Montreal as lender (“**BMO**” or the “**Lender**”) in respect of the Property;
 - (v) The Receiver’ fees and disbursements and those of the Receiver’s legal counsel; and
 - (vi) The Receiver’s interim statement of receipts and disbursements from the Date of Appointment to March 12, 2021.
 - b) Recommend that this Court make an order(s):
 - (i) Approving this First Report including the actions and activities of the Receiver set out herein;
 - (ii) Approving the proposed auction to be conducted by the Receiver for the sale of all Equipment (defined herein) in the possession of the Receiver (the “**Auction Sale**”);

- (iii) Approving the proposed marketing and sale of the Company's real estate assets namely the Calgary Property and Ancillary Properties (both herein defined) to be conducted by the Receiver (the "**Sales Process**");
- (iv) Approving the surrender of Metro Paving Ltd.'s participating life insurance policy number B459051-0 (the "**Policy**") with The Canada Life Assurance Company ("**Canada Life**");
- (v) Approving the Receivers' interim statements of receipts and disbursements from the Date of Appointment to March 12, 2021;
- (vi) Approving the accounts of the Receiver and its counsel, as set out in this First Report; and
- (vii) Sealing the Confidential Supplement to the First Report and appendices annexed thereto.

III. QUALIFICATIONS

- 4. In preparing this First Report, the Receiver has relied upon unaudited financial information, the Company's books and records, financial information prepared by the Company and discussions with management (collectively, the "**Information**"). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought herein. The Receiver has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook and, as such, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 5. Unless otherwise noted, all monetary amounts contained in this First Report are expressed in Canadian dollars ("**CAD**").

IV. BACKGROUND AND EVENTS LEADING TO THE APPOINTMENT OF THE RECEIVER

- 6. While this First Report summarizes some of the information set out in the affidavit of Michelle Madrigga sworn on January 18, 2021 (the "**Madrigga Affidavit**") in support of the appointment of the Receiver, for a more detailed explanation of the Company's background and events leading to the appointment of the Receiver, readers are directed to the Madrigga Affidavit. A copy of the Madrigga Affidavit is posted on the Receiver's website at <http://www.bdo.ca/en-ca/extranets/metrogroupofcompanies>.

Company Overview & Corporate Structure

- 7. Metro Paving and Roadbuilding Ltd. ("**Metro Roadbuilding**") is a corporation incorporated pursuant to the laws of Alberta (and extra-provincially registered in the Province of Saskatchewan), which supplied construction services,

including roadbuilding, excavation, gravel base, asphalt paving and services in construction related areas. Details with regards to Metro Roadbuilding's contracts and customers are outlined in the Realization Process section of this First Report.

8. Metro Paving Ltd. ("**Metro Paving**") is a corporation incorporated pursuant to the laws of Alberta and is the amalgamation successor of Metro Engineering and Contracting Ltd. and Metro Paving Ltd. Metro Paving is a holding company, whose primary asset is a commercial property located at 7615-40 St NE, Calgary, Alberta (the "**Premises**" or the "**Calgary Property**"). In addition, Metro Paving holds other ancillary real estate assets both directly and indirectly by virtue of being the sole shareholder of Metro Recreation Properties Ltd. ("**Metro Rec**"), and the life insurance Policy.
9. Metro Pars Corporation ("**Metro Pars**") is a corporation incorporated pursuant to the laws of Alberta, and is a holding company whose primary asset is the construction equipment that is utilized by Metro Roadbuilding for use on the construction projects. A significant portion of this equipment is leased through multiple leasing companies.
10. Grasslands of Beiseker Development Corporation ("**Grasslands**") is a corporation incorporated pursuant to the laws of Alberta and is a land development company which holds the Beiseker sub-division asset (Plan 0915352; Block 2 - Lots 2-36; Block 3 - Lots 1-26 and Block 4 - Lots 1-10) located in the Village of Beiseker, Alberta (the "**Grasslands Property**").
11. The shares of Metro Roadbuilding and Grasslands are wholly-owned by Metro Pars. The shares of Metro Pars are owned 30% by Metro Paving and 70% by the Ron and Laura Friesen Family Trust ("**Friesen Trust**"). The shares of Metro Paving are owned 99% by the Friesen Trust and 1% by Laron Holdings Ltd. A copy of the Company's organization chart is hereto as **Appendix "B"**.

Events Leading to Receiver's Appointment & Causes of Insolvency

12. In March 2019, Metro Roadbuilding entered into an agreement (as amended and restated, the "**Roadbuilding Credit Agreement**") with the Bank of Montreal ("**BMO**") in which BMO agreed to provide credit facilities in the total approved amount of \$6.5 million to Metro Roadbuilding ("**Metro Roadbuilding Facilities**"). The Metro Roadbuilding Facilities are secured by a general security agreement granted by Metro Roadbuilding (the "**Roadbuilding GSA**"). Metro Paving, Metro Pars and Grasslands act as guarantors of the Metro Roadbuilding Facilities and each of these guarantees are secured by general security agreements granted by each of the guarantors. The general security agreement granted by Metro Pars is referred to as the "**Pars GSA**".
13. In March 2019, Metro Paving entered into an agreement (as amended and restated, the "**Paving Credit Agreement**") with BMO pursuant to which BMO agreed to provide credit facilities in the total approved amount of \$2.7 million to Metro Paving ("**Metro Paving Facilities**"). The Metro Paving Facilities are secured by a general security agreement

granted by Metro Paving (the “**Paving GSA**”) and a mortgage in the original principal of amount of \$3.2 million (the “**Paving Mortgage**”) and charging the Calgary Property. Metro Roadbuilding, Metro Pars and Grasslands act as guarantors of the Metro Paving Facilities and each of these guarantees are secured by general security agreements granted by each of the guarantors.

14. In March 2020, Grasslands entered into an agreement (as amended and restated the “**Grasslands Credit Agreement**”) with BMO pursuant to which BMO agreed to provide credit facilities in the total approved amount of \$300,000 to Grasslands (“**Grasslands Facilities**”). The Grasslands Facilities are secured by a general security agreement granted by Grasslands (the “**Grasslands GSA**”) and a mortgage in the original principal amount of \$3 million (the “**Grasslands Mortgage**”) and charging the Grasslands Property. Metro Paving, Metro Pars and Metro Roadbuilding act as guarantors of the Grasslands Facilities and each of these guarantees are secured by general security agreements granted by each of the guarantors.
15. Metro Roadbuilding began to experience significant financial difficulties in the latter half of 2020 due primarily to project cost overruns and delayed customer receipts with certain of their larger customers. COVID-19 negatively impacted Metro Roadbuilding’s revenues in 2020 both in lower overall sales and delayed starts of certain contracts that were previously awarded. The COVID-19 impact also has materially impacted the level of the sales booked into 2021. The assistance of government support through the Canada Emergency Wage Subsidy was insufficient to cover these project costs overruns and lower overall revenue levels. As a result, Metro Roadbuilding experienced significant liquidity challenges during the final months of 2020, which were projected to worsen through the 2021 winter offseason. These challenges resulted in covenant breaches and an approximate \$1 million margin deficit with respect to the Metro Roadbuilding Facilities. As a result of the breaches and the deterioration of the Metro Entities’ financial position, BMO lost faith in the ability of the management of the Metro Entities to repay its outstanding indebtedness.
16. In November 2020, the Metro Entities attempted to secure an agreement with a potential investor, which would allow the Metro Entities to improve their liquidity position and potentially restructure their balance sheets. BMO agreed to enter into forbearance agreements with certain of the Metro Entities in December 2020.
17. In January 2021, management of the Metro Entities decided that there was unacceptable closing risk associated with the potential investment and outlined to BMO that a formal orderly liquidation was the only viable option to repay its outstanding indebtedness to the Lender.
18. BMO was no longer willing to support the Metro Entities in their current state and appointed a receiver, with the consent of the Metro Entities, to preserve, protect and realize on the Metro Entities’ Property.

V. RECEIVER'S ACTIVITIES SINCE THE DATE OF APPOINTMENT

19. Since the Date of Appointment, the Receiver's activities have included:

- a) Taking possession of and securing the Premises;
- b) Taking possession of the Company's books and records;
- c) Freezing the Company's bank accounts with BMO and opening new bank accounts in the name of the Receiver;
- d) Reviewing the Company's existing insurance coverage and contacting the Company's insurance broker regarding amendments and to request that the Receiver be listed as named insured and loss payee on the Company's insurance policies;
- e) Contacting the Company's former employees ("**Former Employees**") to advise them of the Receiver's appointment, the termination of their employment, their rights and entitlements under the provisions of the *Wage Earner Protection Program Act* ("**WEPPA**"), and the limited priority granted to employee claims for wage arrears in accordance with section 81.4 of the *Bankruptcy and Insolvency Act* ("**BIA**");
- f) Contacting the third-party tenant at the Premises to advise of the Receiver's appointment and instructions for directing future rent payments to the Receiver;
- g) Engaging two (2) of the Former Employees as independent contractors, on a temporary basis, to assist with completing various receivership activities, including but not limited to assisting the Receiver with performing an inventory count, gathering accounts receivable and payroll information and coordinating transportation of certain of the Metro Pars' equipment back to the Premises;
- h) Communicating with the Company's IT service provider to terminate systems access for the Former Employees, perform a back-up of the Company's server and terminate licenses and software no longer required as a result of the receivership proceedings;
- i) Arranging for the continuation of all essential services, including utilities for the Premises;
- j) Reviewing the Company's inventory, equipment and other asset listings;
- k) Performing site visits of the Company's various other real estate assets and/or investments;
- l) Mailing, on January 28, 2021, a copy of the notice and statement of the Receiver pursuant to sections 245(1) and 246(1) of the BIA to the Office and Superintendent of Bankruptcy and the Company's known creditors;
- m) Issuing record of employment forms to the Former Employees and certain employees terminated prior to the receivership proceedings;
- n) Reviewing the Company's payroll records and preparing WEPPA packages for the Former Employees;

- o) Extracting payroll information from the Company's payroll system, as well as compiling and filing T4's for all persons employed by the Company in 2020;
- p) Contacting the Canada Revenue Agency ("**CRA**") to set up new GST branch accounts in the name of the Receiver and regarding the timing of the Company's payroll examination and GST audits;
- q) Reviewing Metro Roadbuilding's accounts receivable information, assembling supporting documents for outstanding customer accounts (the "**Contract Receivable(s)**") and mailing collection packages inclusive of supporting documents to all customers with outstanding accounts. Engaging in discussions with customers regarding outstanding balances and realizing on the Contract Receivables;
- r) Negotiating the liquidation of Metro Pars' equipment through public auction, and communicating with the multiple auctioneers and potential purchasers in connection with same;
- s) Negotiating the real estate proposals with multiple real estate brokers for marketing and sale of the Company's real property assets;
- t) Engaging in discussions with the Company's investment partners regarding the Real Estate Investments (as hereinafter defined) and developing monetization plans regarding same;
- u) Engaging in discussions with counsel regarding potential bond claims and notifying potential claimants of same;
- v) Mailing, on February 19, 2021, to all of the Company's trade creditors, a letter outlining potential labour and material bonds that may be applicable to its trade creditors;
- w) Issuing notice of intention to file a bond claim for two Metro Roadbuilding projects and subsequently preparing and filing a bond claim for one of the projects;
- x) Corresponding with Metro's Roadbuilding's performance and labour and material bond provider, Echelon Insurance ("**Echelon**"), with regards to information requests from Echelon regarding certain construction projects and/or claims. Compiling the information regarding same;
- y) Corresponding with lessors with regards to rolling stock vehicles that were surrendered prior to the Date of Appointment and realization of same;
- z) Corresponding with lessors to obtain security documentation with respect to certain of Metro Pars' equipment;
- aa) Engaging in discussions with counsel regarding lessors' security review and correspondence with lessors of same;

- bb) Contacting the life insurance policy provider to obtain details of the policy and options for realization of the net cash surrender value, discussing potential sale of policy with life insured, and preparing documents to collapse policy;
- cc) Contacting third parties with respect to gravel inventory owned by the Company (the “**Inventory**”) that is located on their sites;
- dd) Engaging in discussions with potential purchasers of the Inventory;
- ee) Contacting insurance provider regarding stolen equipment and filing claims regarding same;
- ff) Responding to calls and enquiries from the Company’s creditors, including Former Employees, equipment lessors, suppliers and other stakeholders regarding the receivership proceedings;
- gg) Communicating with the Lender and its counsel in connection with various aspects of the receivership proceedings;
- hh) Establishing a website <http://www.bdo.ca/en-ca/extranets/metrogroupofcompanies>, where all materials filed with the Official Receiver and the Court in connection with the receivership proceedings are available in electronic format; and
- ii) Preparing this First Report and the Confidential Supplement to the First Report.

VI. REALIZATION PROCESS

20. The Receiver, in consultation with BMO and Mr. Ron Friesen, the owner of the Company (the “**Owner**” or “**Ownership**”), developed the Realization Process as a means of monetizing, testing the market and gauging interest in the Company’s assets to maximize realizations for the estate. The Property was divided into seven (7) distinct asset classes: 1) current assets (primarily the Contract Receivables), 2) Inventory, 3) Metro Pars’ rolling stock, construction equipment, and other smaller equipment/tools (the “**Equipment**”), 4) Calgary Property (commercial real estate), 5) ancillary real estate properties (real estate developments), 6) the Company’s investment in certain other real estate development corporations and/or partnerships, and 7) the Policy.

Contract Receivables

21. As at the Date of Appointment, Metro Roadbuilding had approximately \$4 million in Contract Receivables from 35 customers (the “**Customers**”) comprised of approximately \$2.8 million in accounts receivable (“**AR**”) and approximately \$1.2 million in holdback receivable (“**Holdback**”) amounts. The Receiver issued Customer collection letters (the “**Customer Letter(s)**”) including outstanding balances per Metro Roadbuilding’s books and records (the “**Records**”) and supporting documentation regards same.

22. As of the Date of Appointment, Metro Roadbuilding had approximately \$7.2 million in outstanding non-related party accounts payable of which approximately \$3.4 million was owed to trade vendors associated with the Contract Receivables (the “**Contract Vendors**”). Further details regarding the potential rights and remedies of the Contract Vendors are outlined in the Creditors section of this First Report.
23. The outstanding balances owing from Customers represents 53 projects, of which 50 projects have been completed (the “**Completed Projects**”) and 3 are on-going projects requiring contracted work in 2021 (the “**Active Projects**”). The Active Projects represent approximately \$1.2 million in AR (43%) and approximately \$370K in Holdback (31%) amounts respectively. The Completed Projects and Active Projects should be viewed separately given that work is still required to be completed pursuant to the contracts on the Active Projects whereas no contract work and/or only deficiency work is required on the Completed Projects
24. With respect to the Completed Projects, the Receiver will collect on outstanding AR and Holdback balances where possible through continued customer negotiation/discussion, by engaging third party contractors in Spring 2021 to complete deficiency work (should the benefits to the estate outweigh the costs to complete) and/or claiming on labour and material bonds (“**L&M Bonds**”) associated with certain of these projects.
25. The Receiver and its counsel reviewed the Records for potential L&M Bonds against which the Company was entitled to make a claim to protect the interest of the estate should the Customer not ultimately pay its respective Contract Receivable. To that end, the Receiver notified Trevcon Enterprises Ltd. (“**Trevcon**”), PCL Construction Management Inc. (“**PCL**”) and the sureties under the relevant L&M Bonds of the Receiver’s intention to file a claim under the L&M Bonds associated with Trevcon’s Morrin Bridge and PCL’s Whistlers Campground projects (the Whistler project is discussed below in the Active Projects section).
- i. The Receiver and its counsel compiled the required documents and submitted a \$546K claim under Trevcon’s Morrin Bridge project’s L&M Bond with Intact Insurance (“**Morrin Bridge Surety**”) on February 9, 2021. Discussions between counsel to the Receiver and counsel to Trevcon and the Morrin Bridge Surety are on-going with respect to releasing the aforementioned claim. However, there is a potential dispute between the Receiver and Trevcon with respect to whether Trevcon is entitled to assert set-off rights against the amounts owing by Trevcon to the Company in relation to the Morrin Bridge project.
 - ii. The Receiver was unable to claim under Trevcon’s Yellowhead project’s L&M Bond as the time to file a claim had expired prior to the Date of Appointment. The Receiver is currently in discussions with Trevcon regarding the payment of outstanding amounts owing to the Company in relation to the Yellowhead project in accordance with the dispute resolution provisions contained in the Yellowhead contract.
26. The Active Projects are comprised of the following three (3) contracts:

- i. Coopers Crossing Phase 30B (“**Phase 30B**”) with Westmark Holdings Ltd. (“**Westmark**”) which is 50% complete with outstanding AR of \$156K and Holdback amounts of \$17K. Older phases of this development also have outstanding Holdback amounts of \$31K.
- ii. Whistlers Campground with PCL which is 75% complete with outstanding AR of \$1.0 million and Holdback amounts of \$254K; and
- iii. Banff Secondary 2019 – Year 3 (“**Banff Secondary**”) with Parks Canada which is 99% complete with outstanding Holdback amounts of \$98K.

27. With regards to Phase 30B, the Receiver is awaiting response from Westmark who has indicated that they are examining potential next steps with regards to this contract in consultation with their legal counsel.

28. With regards to the Whistlers Campground project, the Receiver has submitted a notice of intention to claim under the L&M Bond associated with the Whistlers Campground. The Receiver, through its counsel, has engaged in discussions with counsel to PCL regarding the bond claim and the removal of Metro Pars’ asphalt plant, which is currently located on Parks Canada land in close proximity to the Whistlers Campground project site.

29. The Receiver understands that only final landscaping remains on the Banff Secondary project that could not be completed last year due to project delays and the onset of winter. Parks Canada has indicated to the Receiver that no amounts are outstanding and that they intend to file a claim on Metro Roadbuilding’s performance bond with Echelon to finalize the project. The Receiver, Parks Canada and Echelon continue to discuss a resolution with respect to this contract.

30. As of the date of this First Report the Receiver has received responses from 31 of the 35 Customers and has received payment and/or reached a settlement with 9 of the Customers totaling approximately \$365K. Some of these settlements included set-offs for remaining deficiency work that the Receiver will consider completing through the use of a third-party contractor in the spring of 2021. The Receiver continues to contact those Customers who have not responded to the Receiver’s communication efforts to date.

Inventory

31. Metro Roadbuilding has gravel inventory located at two third-party sites. Approximately 1,800 tons of crushed gravel is located at West Central Contracting Ltd.’s (“**West Central**”) pit in Hinton, Alberta. A reduced tonnage is located at Lafarge Canada Inc.’s (“**Lafarge**”) Seebe pit. Lafarge has indicated to the Receiver that they will provide an approximate tonnage to the Receiver when the snow melts. West Central has identified parties to the Receiver who may be interested in the gravel inventory located in Hinton.

32. The Receiver has been in contact with several parties who have shown initial interest in the gravel inventory located in Hinton. These parties have also indicated potential interest in the gravel located in Seebe, pending details on the quantity and type of gravel to be determined once the snow melts. The Receiver will attempt to monetize the gravel inventory in the spring of 2021.

Equipment

33. The Receiver is currently in possession of a number of pieces of rolling stock and large paving/excavation construction equipment, an asphalt plant, numerous other small equipment/tool inventory and miscellaneous office furniture associated with the Calgary Property. All but the asphalt plant and one (1) 2007 Caterpillar AP655C paver (the “**In-parts Paver**”) is located on the Premises. As previously noted, the asphalt plant remains on Parks Canada land which is currently being utilized for the Whistlers Campground project. The In-parts Paver is currently located at JT Equipment Corp.’s (“**JT**”) premises and is subject to a lien under the *Garage Keepers’ Lien Act* (“**Garage Keepers’ Lien**”). The Receiver understands that the In-Parts Paver requires approximately \$25K-\$30K in repairs to become operational. JT was in possession of additional pieces of equipment at the Date of Appointment; however on the Receiver’s request, JT released the equipment to the Receiver under the condition that any possessory lien rights were preserved. Certain other pieces of the Equipment are subject to other mechanic and storage liens and will be discussed in the Creditor section of this First Report.

34. As previously noted, a significant portion of large paving/excavation equipment is subject to lease agreements and/or leasing financing agreements with several leasing companies. The construction equipment lessors include: Essex Lease Financial Corporation, Caterpillar Financial Services Corporation, Brandt Finance Ltd./Roynat Inc., John Deere Financial Inc., Komatsu International (Canada) Inc., JT and Wells Fargo Equipment Finance Company (collectively the “**Equipment Lessors**”).

35. Certain rolling stock vehicles (namely pick-up trucks) lessors including Jim Peplinski Leasing Inc. (“**Peplinski**”) and Summit Acceptance Corp. (“**Summit**”) seized and repossessed their vehicles prior to the Date of Appointment. Both Peplinski and Summit proceeded to sell and monetize on their respective rolling stock assets and subsequently notified the Receiver of the results. Peplinski sold their assets for a net loss when repossession and liquidation costs were included, while Summit remitted approximately \$64.5K in net proceeds to the Receiver, which represented the Company’s net equity in those vehicles.

36. The Receiver believes the best course of action in order to maximize realizations and reduce insurance and ongoing leasing costs is to pursue a one to two-day public auction of the Equipment that will be advertised to the general public, equipment dealer network and wholesalers. The Equipment will be sold “as is where is” with no representations, warranties or recourse against the Receiver.

37. In preparing for the Auction Sale, the Receiver has contacted five (5) auctioneers and asked for up to three (3) quotes from each of them to conduct the sale. The three (3) quotes were based on the following;
- i. Percentage of Gross Sales: A commission-based structure that the auctioneer would be willing to enter into that would be paid on a net realization basis to the auctioneer.
 - ii. Net Minimum Guarantee: A profit sharing structure where the auctioneer guarantees a minimum value of the equipment realization proceeds to the Receiver, then the auctioneer gets paid its guaranteed amount (costs, etc.) and the remainder of net proceeds are shared on a defined percentage basis.
 - iii. Outright Purchase: The auctioneer offers to purchase the equipment from the Receiver free and clear of any encumbrances.
38. Each auctioneer contacted was also requested to provide details on the costs they were expected to incur such as: moving, cleaning, advertising and any other miscellaneous costs. Furthermore, each auctioneer was requested to provide the potential location for hosting the auction.
39. The Receiver received responses from all five (5) auctioneers. Based on a review of the quotes provided, including review of the estimated costs, advertising strategy and proposed auction venue, the Receiver has selected Corporate Assets Inc. ("**Corporate Assets**") as the auctioneer for the Equipment in possession of the Receiver as at the date of the auction. The Receiver has chosen the Net Minimum Guarantee auction option, which we believe provides the greatest certainty of realizing proceeds for the estate.
40. The choice of Corporate Assets, as auctioneer, was discussed with both BMO and Ownership. Ownership has confirmed that they are supportive of the choice of Corporate Assets as auctioneer and BMO takes no position on the choice of auctioneer.
41. Subject to the approval of the Court, the Receiver expects that the auction will take place during mid to late April 2021. The Receiver and Corporate Assets will assess the estimated Equipment equity on a piece-by-piece basis so that the Equipment listing for auction can be finalized. The Receiver will continue its discussions with the Equipment Lessors and Essex with regards to the Equipment. With the assistance of the proposed auctioneer, the Receiver can work with these parties to finalize the monetization plans with respect to the leased assets.
42. The details of the auctioneer proposals, including the auction proposal analysis prepared by the Receiver and certain additional supporting information (auctioneer proposals) will be provided confidentially to the Court and a sealing order will be sought in respect of same.

Real Estate

43. The Company has multiple real estate assets which vary in nature. The Receiver has classified these real estate assets into three (3) categories: 1) commercial real estate asset (the Calgary Property), 2) ancillary real estate assets which are comprised of the Grasslands Property, Plan 0910625, Block 10 – Lot 4, 9, 11, 15, Hussar, Alberta (the “**Hussar Property**”) and Plan 9711596, Block 2 – Lot 11, Sundre, Alberta (the “**Sundre Property**”, together with the Grasslands Property and Hussar Property, the “**Ancillary Properties**”), and 3) real estate held in the development corporations or partnerships, which is comprised of Plan 1113152, Block 2 – Lot 1 and Meridian 4 Range 27 Township 12, Section 34, Subdivisions 9 & 16, Claresholm, Alberta (the “**SouthCal Property**”) owed by SouthCal Developments Inc. (the “**SouthCal**”) and the Pine Ridge Mountain Resort, Invermere, British Columbia (the “**Pine Ridge Property**”, together with the SouthCal Property, the “**Real Estate Investments**”). The Real Estate Investments are discussed separately below as the Company is a minority shareholder in these developments.
44. The Calgary Property currently has a third-party lease with Ledcor Construction Limited for a two (2) acre portion of the four (4) acre property. The Receiver understands that this lease is consistent with market rates and has a lease term remaining of approximately 2 years (May 31, 2023).
45. The Receiver believes the best course of action in order to maximize realizations of the Calgary Property and Ancillary Properties will be to engage a licensed real estate broker to the market and sell these properties and assist with the Sales Process. To that end, the Receiver solicited listing proposals (the “**Real Estate Proposals**”) from several commercial realty brokerages regarding the Sale Process. Given the varying nature of the real estate assets (commercial vs. development) the Receiver canvassed both larger real estate brokerage firms, as well as regional brokers who we believed may be a better fit for the Ancillary Properties.
46. The Receiver received responses from all of the brokers canvassed. As anticipated, the Real Estate Proposals received from the larger brokerage firms did not include certain or all of the Ancillary Properties and/or noted that they would partner with a local broker with regards to those tertiary market real estate assets. Similarly, the Real Estate Proposals received from the regional brokers indicated they would partner with a larger brokerage firm for the Calgary Property.
47. Based on a review of the Real Estate Proposals provided, and a review of the estimated commission costs, advertising strategy, listing duration and suggested listing process for the respective properties, the Receiver has selected Jones Lang LaSalle Real Estate Services, Inc. (“**JLL**”) for the Calgary Property and Mr. John Corcoran of Royal LePage Mission (“**Royal LePage**”) for the Ancillary Properties. After discussions with several of the brokers it was determined that these distinct real estate property types do require different types of brokers to properly canvass their respective markets and ultimately maximize net sale proceeds for the estate.

48. The Receiver believes that the Sales Process represents a public and transparent process under which potential purchasers will be marketed to and given the opportunity to provide offers to purchase. The Receiver will require JLL and Royal LePage to canvass the respective markets for a minimum of six (6) weeks. The Sales Process will balance the need to complete a sale within a reasonable timeframe, with the desire to adequately expose the respective real estate properties to the marketplace to maximize recoveries for the stakeholders. The Calgary Property and Ancillary Properties will be sold “as is, where is” with no representations, warranties or recourse against the Receiver.
49. The Receiver has reviewed the Company’s previous real estate appraisals prepared by CBRE Limited (“**CBRE**”) for the Calgary Property and the Grasslands Property with the effective dates of June 1, 2017 and February 21, 2020, respectively. Given the effective date of the Calgary Property appraisal, the Receiver intends to engage CBRE to update their appraisal to better reflect current market valuations. The Receiver does not intend to commission appraisals for the Hussar Property or Sundre Property given the nature of these properties and their anticipated realizations.
50. The details of the Real Estate Proposals and the summary real estate proposal analysis prepared by the Receiver will be submitted confidentially to the Court and a sealing order will be sought in respect of same.

Real Estate Investments

51. The Company’s Real Estate Investments represent non-core, long-term investments wherein the Company provided paving/excavating services, debt financing through mortgages and/or shareholder loans or equity investment. In all cases, the Company was a minority shareholder through a development corporation or in partnership with other developers. The Receiver is currently using the Company’s shareholder rights and remedies to address these investments.

SouthCal Property – Metro Pars

52. The SouthCal development project began in September 2008 and involved six (6) partners of which Metro Pars’ ownership share is 20%. Metro Roadbuilding provided paving and excavating services to this development and as a result registered a mortgage, along with two other investors, in the amount of approximately \$1.2 million (Metro Roadbuilding’s portion of this mortgage is approximately \$294K plus penalties and interest). The Receiver is in discussion with the property manager, Skyscape Management Inc. (“**Skyscape**”), who has noted that the development’s books and records are not up to date and that the mortgage had not been serviced in a number of years. As a result, the mortgage amount including penalties and interest is now approximately \$1.8 million in the SouthCal’s updated financials. Metro Pars provided an initial shareholder loan of \$400K and further capital call cash injections of approximately \$206K in line with its ownership share.

53. In consultation with the SouthCal partners, the decision was made to put the SouthCal Property up for sale with a real estate broker, Century 21 Bamber Realty Ltd. (“**Century 21**”). Century 21 has listed the SouthCal Property for \$1.9 million (\$1.6 million for Sub Div. 9 & 16 and \$300K for Block 2, which is excess land).

54. Concurrently, Skyscape is working with the Town of Claresholm to finalize a cost reimbursement agreement (the “**Cost Agreement**”) for the service line installed for this development and other nearby development lands. The Receiver understands that the cost of this service line was approximately \$2.8 million, which was paid for by SouthCal. Should any party develop the SouthCal Property or other nearby lands that are able to use this service line, then additional funds may be reimbursed to SouthCal. The Receiver will attempt to sell the Company’s rights in this Cost Agreement once the SouthCal Property is sold and net proceeds are distributed.

Pine Ridge Property – Metro Rec. (owned by Metro Paving)

55. The Pine Ridge Mountain Resort development partnership began in March 2005 and initially involved three (3) partners. Currently only two (2) partners remain, Statesman Developments (B.C.) Ltd. (“**Statesman**”) and Metro Rec, which hold 73.5% and 26.5% ownership shares, respectively. Metro Rec’s adjusted cost base with respect to this development is approximately \$2.8 million.

56. The Receiver and its counsel have reached out to Statesman to open discussions as to their plans with regards this development. We understand that Statesman is currently seeking bank financing to build speculation homes on this property to help monetize some of the vacant lots.

57. The Receiver will continue to explore its options with respect to selling its 26.5% ownership stake in the Pine Ridge Property.

The Cottages at Copper Point – Metro Rec. (owned by Metro Paving)

58. The Receiver understands that Metro Rec owned 10% of this development project, which was completed in 2008.

Life Insurance

59. Metro Paving’s life insurance policy, which insured the life of the Owner, had a net cash surrender value of approximately \$168K as at March 1, 2021.

60. The Receiver offered the Owner to opportunity the purchase the Policy, as he was the sole party able to benefit from the Policy, as the insured person. The Owner rejected this offer and as such the Receiver proceeded to collapse the Policy as at March 1, 2021 (to avoid any additional premiums and interest accruing) and have the aforementioned funds remitted to the estate.

61. Canada Life accepted the application for cash surrender, however later noted to the Receiver that the collapse of the policy was actually a sale transaction to Canada Life and due to the quantum of the funds, required Court Approval per paragraph 3(l) of the Receivership Order.
62. The Receiver's counsel responded to Canada Life indicating that paragraph 3(l) did not apply as the Receiver is not attempting to sell, convey, transfer, lease or assign any property by collapsing the policy. Rather, the Receiver is exercising a contractual right of Metro Paving, which it is empowered to do pursuant to various sections of the Receivership Order. Further, collapsing the policy is not a transfer to a third-party in which the value of the realizations are dependent on the marketing efforts of the Receiver. There is no obvious market for the Policy and there is no realizable value to the policy beyond the contractual entitlements. The only potential third-party purchaser is the insured person, who was contacted by the Receiver and presented with the option of purchasing the Policy, which he declined.
63. As of the date of the First Report, Canada Life has not responded to the Receiver and as a result the Receiver has asked the Court to approve this transaction should Canada Life not process the cash surrender transaction as requested with regards to the Policy.

VII. RECEIVER'S STATEMENTS OF RECEIPTS AND DISBURSEMENTS

64. The Receiver has prepared a statement of receipts and disbursements for the Metro Entities for the period from the Date of Appointment to March 12, 2021 (the "R&D"). The R&D is prepared on a combined basis, however, the Receiver is tracking and recording receipts and disbursements separately for each estate should that be required. The R&D is summarized as follows:

METRO ENTITIES		
Statement of Receipts and Disbursements		
For the period January 20, 2021 to March 12, 2021		
Receipts		
Accounts receivable collections	\$	349,803
Asset realization - vehicles		64,548
Rent collected		27,300
Receiver's borrowings		50,000
Total receipts		491,651
Disbursements		
Subcontractors		20,519
Insurance		22,074
Security		1,019
IT/software		1,577
Property maintenance		2,010
Property repairs		6,700
Utilities		928
Bank charges		158
Filing fee		286
Total disbursements		55,272
Excess Receipts over Disbursements	\$	436,379

- a) As detailed in the table above, the Receiver had total receipts of \$491,651 between the Date of Appointment and March 12, 2021, the majority of which relate to collection of Contract Receivables and realization on the sale of vehicles that were surrendered to the Vehicle Lessors prior to the Receivership.
- b) Total disbursements over the same period were \$55,272, the majority of which relate to independent contractor costs, insurance, and property repairs and maintenance. However, there are additional costs incurred over the same period that were not paid as of March 12, 2021, which primarily relate to professional fees and disbursements and certain repair and maintenance costs (the "Accrued Obligations").
- c) Total excess receipts over disbursements as of March 12, 2021 was \$436,379.

65. The Receiver has approximately \$310,000 (excluding GST) in Accrued Obligations relating primarily to professional fees and disbursements as well as repair and maintenance costs incurred up to the date of this First Report.

66. The Receiver does not anticipate that it will require additional financing at this time and seeks to pay a portion of the Accrued Obligations with cash on hand.

VIII. CREDITORS

Secured Claims

67. According to the Company's books and records, as at the Date of Appointment:

- a) Metro Roadbuilding was indebted to BMO in the amount of approximately \$4.1 million under the Roadbuilding Credit Agreement;
- b) Metro Paving was indebted to BMO in the amount of approximately \$2.7 million under the Paving Credit Agreement; and
- c) Grasslands was indebted to BMO in the amount of approximately \$301K under the Grasslands Credit Agreement.

68. The Receiver has, obtained an independent, written legal opinion (the "**Opinion**") from Cassel Brock & Blackwell LLP ("**Cassels**") with respect to the validity and enforceability of the Roadbuilding GSA, the Paving GSA, the Paving Mortgage, the Pars GSA and the Grasslands GSA held by BMO. Subject to the standard assumptions and qualifications, as well as certain additional qualifications contained in the Opinion, Cassels has advised as follows:

- a) BMO holds a valid and enforceable security interest in and to all of the personal property of the Metro Entities defined as "Collateral" in the Roadbuilding GSA, Paving GSA, Pars GSA and Grasslands GSA to which the *Personal Property Security Act (Alberta)* (the "**PPSA**") applies, which security interest has been properly perfected in Alberta, subject to the potential priority claims listed described in the Opinion and summarized under the heading "**Other Secured Claims and Equipment Lessors**", below; and
- b) The Paving Mortgage held by BMO in the principal amount of \$3.2 million and registered against the Calgary Property creates a first in time financial charge in favour of BMO.

69. Cassels has not provided an independent, legal opinion in relation to the Grasslands Mortgage. Grasslands is the mortgagor of a mortgage dated November 1, 2012 with Horseshoe Contracting Ltd., Metro Roadbuilding, and Eclipse Geomatics & Engineering Ltd. as co-mortgagees (the "**Horseshoe Mortgage**"). The Horseshoe Mortgage is registered against title to the Grasslands Property. As Metro Roadbuilding is a co-mortgagee under the Horseshoe Mortgage, it is the view of Cassels and the Receiver that Cassels cannot provide an independent legal opinion in relation to the Horseshoe Mortgage or the Grasslands Mortgage. The Receiver is in the process of engaging external counsel to provide an independent legal opinion on the Horseshoe Mortgage and the Grasslands Mortgage.

Other Secured Claims and Equipment Lessors

Echelon Indemnity and Subordination

70. Each of the Metro Entities (among others) are parties to an Indemnity and Security Agreement dated April 18, 2016 (the “**Echelon Indemnity**”) with Echelon as well as two Subordination and Postponement Agreements with Echelon and BMO dated April 17, 2019 and March 13, 2020 (the “**Echelon Subordination**”). The Echelon Indemnity purports to take, as continuing and collateral security for the payment and performance of all obligations of the Indemnitors (as defined in the Echelon Indemnity), a security interest in and to the personal property listed in the Echelon Indemnity, which includes all present and after-acquired personal property of the Metro Entities. In support of its security interest, Echelon registered a financing statement in the Alberta personal property registry (“**PPR**”) on May 5, 2016 against all of the Metro Entities, among others, asserting a “general security interest on all current and future assets”. Although the Echelon PPR registration was made ahead of BMO’s all present and after-acquired personal property registrations against each of the Metro Entities, pursuant to the Echelon Subordination, Echelon agreed to subordinate its security interest in the Metro Entities’ personal property to the BMO’s security interest in each the Metro Entities’ personal property. The Echelon Subordination appears to create a carve out for monies deposited in any accounts designated as trust accounts by the Companies’ for the benefit of Echelon; however, the Receiver is not aware of the existence of any such trust accounts.

Equipment Lessors

71. As noted in paragraph 35 above, each of the Equipment Lessors have entered into equipment lease agreements and/or equipment financing agreements (collectively, the “**Lease Agreements**”) with certain Metro Entities. Cassels has reviewed the Lease Agreements (to the extent such Lease Agreements were provided by the Equipment Lessors) and has provided preliminary advice as to whether the Lease Agreements constitute true or financing lease agreements. Each of the Equipment Lessors have been advised of the Receiver’s preliminary determination with respect to the nature of the Lease Agreements and that it is the intention of the Receiver to include substantially all Equipment in its possession (include the equipment subject to the Lease Agreements) in the Auction Sale. As at the date of this First Report, it is anticipated that substantially all of the Equipment in the Receiver’s possession will be included in the Auction Sale. It is the view of the Receiver that the inclusion of all or substantially all of the Equipment is critical to the success of the Auction Sale.

72. After advising JT that it was the Receiver’s view that the JT lease agreement was a lease for a term of more than one year and therefore subject to the provisions of the PPSA, the Receiver received a letter dated March 4, 2021 from counsel to JT requesting to discuss the matter with Receiver’s legal counsel or, alternatively, requesting that the Receiver return the equipment subject to the JT lease agreement (the “**CR 362 Paver**”) to JT. On March 5, 2021, Cassels sent correspondence to counsel to JT explaining the Receiver’s position with regards to the CR 362 Paver

and advising that the Receiver intended to proceed with including the CR 362 Paver in the Auction Sale. As of the date of this First Report, neither the Receiver nor Cassels have heard from JT or its counsel in relation to the CR 362 Paver.

Lienholders

73. Strongco Limited Partnership (“**Strongco**”) and JT have registered Garage Keepers’ Liens (the “**Liens**”) in the PPR against certain collateral leased or owned by the Metro Entities. Assuming the Liens are otherwise valid, the Liens may represent priority claims with respect to the serial number goods against which the Liens are registered. The Receiver will consider the validity of the Liens prior to seeking a distribution in relation to any proceeds of sale from the collateral subject to the Liens.

Potential Trust Claims

74. At this time, the Receiver is unable to comment on the existence or quantum of any potential trust claims under section 22 of the *Builders’ Lien Act* (Alberta).

Priority Claims

75. BMO’s security is subject to prior charges and security interests or claims in respect of the Property, which include:

- a) The Receiver’s Charge;
- b) The Receiver’s Borrowing Charge;
- c) Deemed trust claims; and
- d) Statutory claims pursuant to the BIA (the “**BIA Claims**”).

Receiver’s Charge

76. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its counsel were granted a \$200,000 charge on the Property as security for their professional fee and disbursements incurred. This is first priority charge on the Property in priority to all other security interest, trusts, liens, charges and encumbrances. As at the date of this First Report, the accrued and outstanding fees and disbursements of the Receiver and its counsel for the period ending February 28, 2021 total approximately \$153K (excluding GST) and approximately \$103K (excluding GST) respectively.

77. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its counsel have the ability to receive ongoing payment for certain of their fees and disbursements incurred as part of receivership proceedings.

Receiver's Borrowing Charge

78. Pursuant to paragraph 21 of the Receivership Order, the Receiver was authorized to borrow up to \$300,000, as it considered necessary or desirable. As of the date of this First Report, the Receiver has borrowed \$50,000, as evidenced by a Receiver's Certificate (as defined in the Receivership Order).

Deemed Trust Claims

79. The Receiver understands Metro Roadbuilding made remittances to CRA in connection with source deductions withheld from its employees as a threshold 2 accelerated remitter. CRA has contacted the Receiver with regards to conducting a payroll audit and the Receiver is in the process of gathering the information required. The Receiver understands that the last source deductions remittance posted to the CRA account was on January 6, 2021. As such, there is one remittance outstanding for the payroll that was paid by the Company to its employees on January 15, 2021. The Receiver estimates that the source deductions outstanding to CRA is approximately \$29.5K, which is subject to change based on the results of the CRA payroll examination.

80. The Receiver understands that the Company had a small payable position of \$1.5K with respect to sales taxes as at the Date of Appointment. CRA has contacted the Receiver with regards to conducting a GST audit and the Receiver is in the process of gathering the information required.

81. As such, the Receiver is aware of approximately \$31K that may be subject to a deemed trust in favour of CRA.

BIA Claims

82. Metro Roadbuilding paid the Former Employees up to and including January 10, 2021 on January 15, 2021. As of the Date of Appointment, the Receiver estimates that approximately \$28.6K of wages and \$112.8K of vacation pay remained outstanding to the Former Employees (the "**Outstanding Wage Amounts**"). Of those Outstanding Wage Amounts, the Receiver estimates that approximately \$18K in amounts owing to the Former Employees would have priority over BMO, pursuant to section 81.4 of the BIA.

83. The Receiver understands that the Company did not provide a registered pension plan for its employees. Accordingly, the Receiver is not aware of any amounts owing to Former Employees pursuant to section 81.6 of the BIA.

Unsecured Claims

84. According to the Company's books and records, the Metro Entities owed its unsecured creditors approximately \$20.9 million at the Date of Appointment, of which approximately \$5.6 million relates to third party vendors, \$11.9 million relates to intercompany payables and \$3.4 million relates to outstanding shareholder loans.

85. The Receiver is unable to comment on whether any trade vendors have any trust claims in relation to contract receivables, including with respect to the quantum of any such potential trust claims, if any exist.
86. In the event that the Receiver does not complete some or all of the Active Projects, the Receiver expects the quantum of unsecured claims may increase as a result of additional costs and/or damages associated with any uncompleted Active Projects.

Request for Approval of Fees

87. The Receiver and its counsel have maintained detailed records of their professional time and disbursements related to the receivership proceedings for the period extending from January 13, 2021 to February 28, 2021.
88. The Receiver's professional fees incurred for services rendered in relation to the receivership from January 13, 2021 to February 28, 2021 amount to \$151,471.58, plus disbursements in the amount of \$1,357.50 (all excluding GST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by the Receiver's professionals is detailed in **Appendix "C"**.
89. The fees of the Receiver's counsel, Cassels, for services rendered in relation to the receivership from January 13, 2021 to February 28, 2021 total \$96,019.65, plus disbursements in the amount of \$5,483.51 (all excluding GST). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Cassels' professionals is detailed in **Appendix "C"**.
90. The Receiver has reviewed Cassels' accounts and has determined that the services have been duly authorized and duly rendered and that the charges are reasonable given the circumstances.

IX. RECOMMENDATIONS

91. Based on the foregoing, the Receiver respectfully recommends that the Court issue an order(s):
- (a) Approving the First Report and the actions, activities and conduct of Receiver set out therein;
 - (b) Approving the Auction Sale proposed by the Receiver;
 - (c) Approving the Sale Process proposed by the Receiver;
 - (d) Approving the surrender of the life insurance Policy and directing that Canada Life pay the proceeds of the Policy to the Receiver;
 - (e) Approving the Receivers' statements of receipts and disbursements from the Date of Appointment to March 12, 2021;

(f) Approving the accounts of the Receiver and its counsel, Cassels, as set out in this First Report; and

(g) Approving the sealing the Confidential Supplement to the First Report and the appendices annexed thereto.

All of which is respectfully submitted on the 15th day of March, 2021.

BDO Canada Limited in its capacity as Court-Appointed Receiver of the current and future assets, undertakings and properties of METRO PAVING AND ROADBUILDING LTD., METRO PAVING LTD., METRO PARS CORPORATION, and GRASSLANDS OF BEISEKER DEVELOPMENT CORPORATION and not in its personal or corporate capacity



Clark Lonergan, CPA, CA, CIRP, LIT
Senior Vice-President

Clerk's Stamp:



COURT FILE NUMBER

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COURT

COURT OF QUEEN'S BENCH OF ALBERTA COM Jan 20 2021
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JUDICIAL CENTRE OF

CALGARY

APPLICANT:

BANK OF MONTREAL

RESPONDENTS:

METRO PAVING AND ROADBUILDING LTD.,
METRO PAVING LTD., METRO PARS
CORPORATION and GRASSLANDS OF BEISEKER
DEVELOPMENT CORPORATION

DOCUMENT

CONSENT RECEIVERSHIP ORDER

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: + 1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 01405-7287

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

January 20, 2021

**NAME OF JUDGE WHO MADE THIS
ORDER:**

Madam Justice K.M. Eidsvik

LOCATION OF HEARING:

Calgary, Alberta

UPON the application (the “**Application**”) of the Bank of Montreal (the “**Bank**”) in respect of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation (collectively, the “**Debtors**”, and individually, a “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Michelle Madrigga dated January 18, filed; and the Affidavit of Service to be filed, filed; **AND UPON** reading the consent of BDO Canada Limited (“**BDO**”) to act as receiver and manager (the “**Receiver**”) of the Debtors, filed; **AND UPON** hearing counsel for the Bank, the Debtors, and any other interested parties that may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the Application for this order (the “**Order**”) is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, BDO is hereby appointed receiver and manager (“**Receiver**”), without security, of all of the Debtors' respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business,

cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to direct the Registrar of Land Titles of Alberta, or any other similar governmental authority, to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (s) to assign any or all of the Debtors into bankruptcy or obtain a bankruptcy order in respect of any or all of the Debtors, if the Receiver determines that is appropriate and in the best interests of the estate; and
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for

the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court, tribunal or regulatory body (each, a **"Proceeding"**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of each of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of any of the Debtors or an action, suit or proceeding that is taken in respect of any of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. **"Regulatory Body"** means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of each of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and

operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtors is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:

- (a) empower any of the Debtors to carry on any business that the subject Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, licence or permit in favour of or held by the Debtors, without the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the subject Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such

information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. Any reports of the Receiver shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 and 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Bank shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bdo.ca/en-ca/extranets/MetroGroupOfCompanies> (the “**Receiver’s Website**”) and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. 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 or otherwise served with notice of 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
- and service on any other person is hereby dispensed with.
36. 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

CONSENTED TO BY:

FIELD LAW

Per: 
Trevor Batty
Counsel to Metro Paving and
Roadbuilding Ltd., Metro Paving Ltd.,
Metro Pars Corporation and
Grasslands of Beiseker Development
Corporation

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

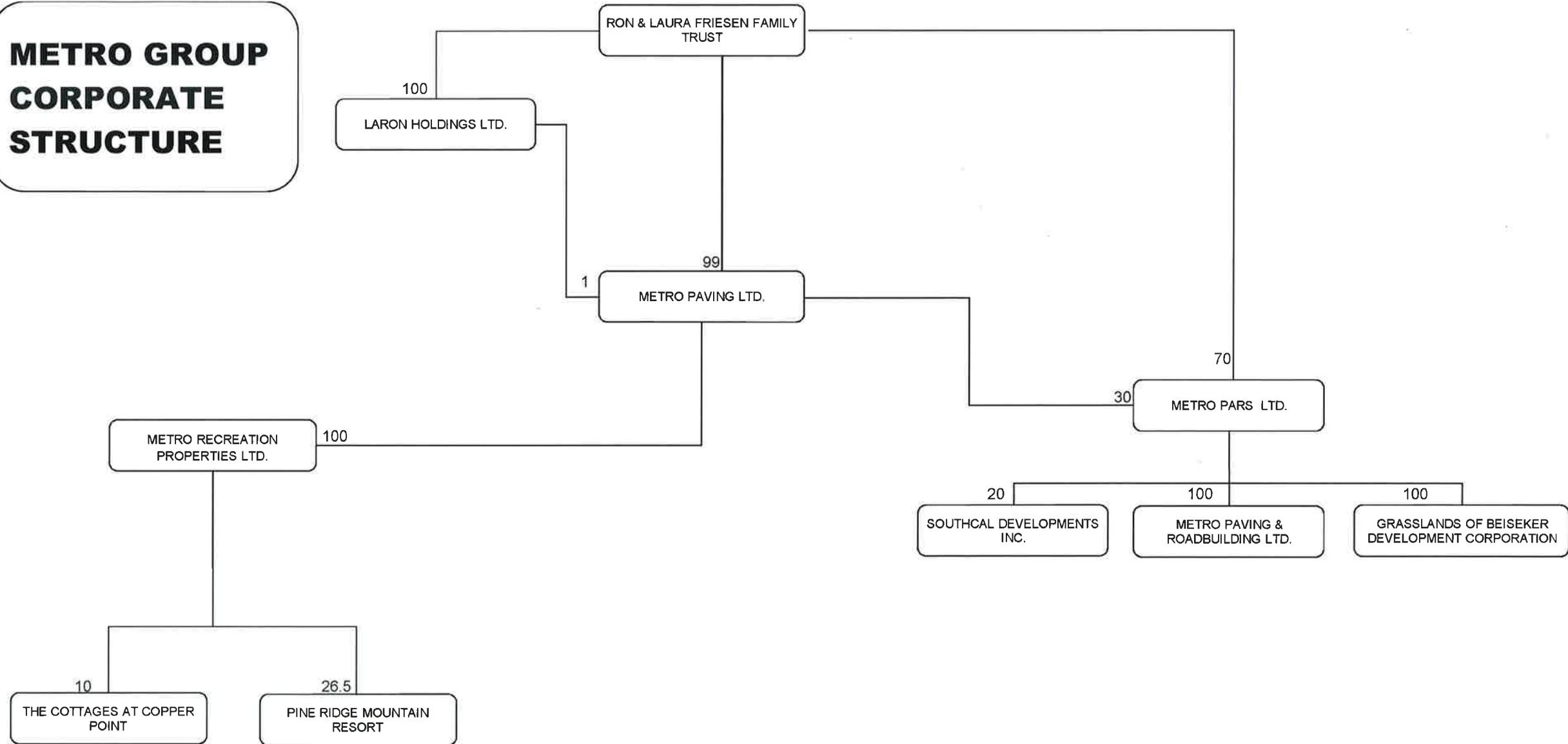
1. THIS IS TO CERTIFY that BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Metro Paving and Roadbuilding Ltd., Metro Paving Ltd., Metro Pars Corporation and Grasslands of Beiseker Development Corporation, appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the 20th day of January, 2021 (the "**Order**") made in action number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [**●**] per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at 350 – 7 Avenue SW, 2nd Floor Calgary, AB T2P 3N9.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2021.

BDO CANADA LIMITED, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

METRO GROUP CORPORATE STRUCTURE



Last Revised: 11-Feb-20

METRO ENTITIES
Summary of Professional Fees
For the period January 13, 2021 to March 12, 2021

	Invoice	Fees	Costs	Subtotal	GST	Total
Receiver						
January 13, 2021 to February 28, 2021	#CINV1013907	151,472	1,358	152,829	7,641	160,471
Total Receiver Fees		151,472	1,358	152,829	7,641	160,471
Receiver's legal counsel						
January 13, 2021 to January 31, 2021	#2131252	35,617	2,499	38,116	1,824	39,940
February 1, 2021 to February 28, 2021	#2132467	60,403	2,984	63,387	3,158	66,545
Total Legal Fees		96,020	5,484	101,503	4,982	106,485
Total Professional Fees		\$ 247,491	\$ 6,841	\$ 254,332	\$ 12,623	\$ 266,956