

COURT FILE NUMBER Q.B.G. No. 480 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS P.S. ELECTRIC LTD. and HARVEY KING

IN THE MATTER OF THE RECEIVERSHIP OF P.S. ELECTRIC LTD.

**SASKATCHEWAN TEMPLATE**  
**SALE APPROVAL AND VESTING ORDER**

**EFFECTIVE AS OF JUNE 5, 2019**

Before the Honourable \*\_\_\_\_\_ Justice \*\_\_\_\_\_ in chambers the \_\_\_\_\_ of \_\_\_\_\_,  
20\_\_14<sup>th</sup> day of December, 2020.

On the application of ~~[Receiver's Name]~~ BDO Canada Limited, in its capacity as the Court-appointed ~~[receiver/receiver and manager]~~ receiver (the "Receiver") of the assets, undertakings and properties of ~~[Debtor]~~ (the "Property") of P.S. Electric Ltd. (the "Debtor") pursuant to the Order of ~~this Court made~~ \*the Honourable Mr. Justice R.W. Elson made on October 13, 2020 (the "Receivership Order"); ~~and upon hearing from counsel for~~ \*and upon reading the Notice of Application dated \*December 9, 2020, the First Report of the Receiver dated December 8, 2020 (the "**Receiver's First Report**"), the Confidential Supplement to the First Report of the Receiver (the "Confidential Supplement") and a proposed Draft Order, all filed and the pleadings and proceedings having taken herein:

The Court Orde<sup>†</sup>rs:

**SERVICE**

1. Service of the Notice of Application on behalf of the Receiver and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby deemed to be good and valid and, further, shall be and is hereby abridged, such that service of such Application Materials is deemed to be timely and sufficient.

**APPROVAL OF ~~TRANSACTION~~ AUCTION SALE**

2. ~~The sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [Name of Purchaser] The auction sale process (the "Purchaser") dated [Date] and appended to the Report of the Receiver dated~~

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<sup>†</sup> Paragraph 35 of the Saskatchewan Template Receivership Order provides that further applications may be made upon three days notice. In a case where no such provision has been previously approved in the proceedings, the applicant should consider whether an Order abridging the time for service is necessary in accordance with *Sigfusson Northern Ltd. v Signal Energy LLC*, 2016 SKQB 46, 88 CPC (7<sup>th</sup>) 416.

~~{Date} Auction Sale~~) contemplated in the proposal by McDougall Auctioneers Ltd. (the "Report"), for the sale to the Purchaser (or its nominee)<sup>2</sup> of the Debtor's right, title and interest in and to Auctioneer" dated December 8, 2020 and accepted by the Receiver (the "Auction Contract") and appended to the Confidential Supplement, for the sale by the Auctioneer of the assets described in the Sale Agreement therein (the "Purchased Assets") is declared to be commercially reasonable and in the best interests of the Debtor and its creditors and other stakeholders<sup>3</sup> and is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary.

3. The Receiver shall be, and is hereby, authorized and directed to sell all or substantially all of the Purchased Assets (as described in Schedule "B" to this Order) outside the ordinary course of business by public auction, upon substantially the same terms and conditions set out in the Auction Contract, and to take such additional steps and execute such additional documents as may be necessary or desirable (including any steps necessary or desirable to satisfy and/or comply with any applicable laws, regulations or orders of any courts, tribunals, regulatory bodies or administrative bodies in any jurisdiction in which the Purchased Assets may be located) for the completion of the Transaction Auction Sale or for the conveyance of the Purchased Assets to the Purchaser (or its nominee), subject to such amendments as the Receiver and the Purchaser may agree upon, provided that any such amendments do not materially affect the Purchase Price their respective purchasers.

#### VESTING OF PROPERTY

4. Upon the Receiver determining that the Proposed Auction Sale of any or all of the Purchased Assets has closed to its satisfaction and on terms substantially as approved by this Honourable Court pursuant to this Order, the Receiver shall deliver to the Purchaser purchaser of such Purchased Assets (or its nominee) a Receiver's certificate substantially in the form set out in Schedule "A" hereto (the "Receiver's Certificate").
5. The Receiver may rely on written notices from the Purchaser regarding fulfillment or, if applicable, waiver of conditions to closing of the Proposed Sale under the Sale Agreement communications from the Auctioneer regarding the closing of a sale of any or all of the Purchased Assets and shall have no liability with respect to the delivery of the Receiver's Certificate.
6. Upon delivery of the a Receiver's Certificate to the Auctioneer, all of the Debtor's right, title and interest in and to the Purchased Assets assets described in the Sale Agreement and listed on Schedule "B" hereto that Receiver's Certificate shall, save and except for the encumbrances listed in Schedule "C" hereto (the "Permitted Encumbrances") "Permitted Encumbrances" set out in that Receiver's Certificate, if any, vest absolutely in the name of the Purchaser purchaser named in the Receiver's Certificate (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, interests, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims (collectively, "Encumbrances") and all rights of others, whether or not they have attached or

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<sup>2</sup> There may be issues arising with the transfer of assets to either the Purchaser or nominee, for example competition or anti-trust law, or the land ownership provisions of *The Saskatchewan Farm Security Act*.

<sup>3</sup> The wording respecting reasonableness of the transaction, and it being in the best interests of the Debtor and the stakeholders may be required where the order is to be relied upon in the USA. Evidence to support this conclusion should be included in the application materials.

been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims")<sup>4</sup> including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act, 1993* SS 1993, c P-6.2, or any other personal property registry system; and
- (c) those Encumbrances listed in **Schedule "DC"** hereto;

and, for greater certainty, this Court orders that all of the Encumbrances (save and except for the Permitted Encumbrances) affecting or relating to the Purchased Assets named in any Receiver's Certificate shall be, and are hereby, expunged and discharged as against the Purchased Assets at the time of the delivery of the Receiver's Certificate.

7. Upon delivery of the Receiver's Certificate to the ~~Purchaser~~Auctioneer, the Receiver shall be and is hereby authorized to effect such discharges or revisions in the Saskatchewan Personal Property Registry as may be reasonably required to conclude ~~the Transaction~~a transaction of purchase and sale.

8. [Intentionally deleted.]

- ~~8. Pursuant to section 109 of *The Land Titles Act, 2000*, SS 2000, c L-5.1 and section 12 of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01 the Saskatchewan Registrar of Titles shall be and is hereby directed:~~

- ~~(a) to accept an application (the "**Land Titles Application**") to surrender the existing title to the real property legally described as:~~

9. [Intentionally deleted.]

~~— [Insert Land Descriptions as Required]~~

~~— (collectively, the "**Real Property**")~~

~~and to set up a new title to such Real Property in the name of the Purchaser (or its nominee) as owner free and clear of any and all Encumbrances, save and except for the Permitted Encumbrances as set out in Schedule "C"; and~~

- ~~(b) for greater certainty, to discharge all interests described in Schedule "D" hereto.~~<sup>5</sup>

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<sup>4</sup>The "Claims" referenced here may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served.

<sup>5</sup>Consideration must be given as to whether it is appropriate, at law, for the Order to require that any particular interest be vested off title.

For instance, property tax liens require special consideration as a result of section 12 of *The Tax Enforcement Act, RSS 1978, c T-2* ("**TEA**"). In most cases, property tax liens will be listed as a Permitted Encumbrance and paid from the net sale proceeds. If an applicant seeks to have a property tax lien included in Schedule "D" for discharge, consider (a) whether that

~~9. Any and all registration charges and fees payable in regard to the Land Titles Application shall be to the account of the Purchaser.<sup>6</sup>~~

~~10. For the purposes of determining the nature and priority of the Encumbrances:~~

~~10. the net proceeds<sup>7</sup> All net sale proceeds derived from the sale of (a) ~~the any~~ Purchased Assets (the "Net Sale Proceeds") shall stand in the place and stead of the respective Purchased Assets; ~~and from which they are derived.~~~~

~~(b) from 10A. From~~ and after the delivery of ~~the a~~ Receiver's Certificate ~~to the Purchaser~~, all Encumbrances and all rights of others shall attach to the Net Sale Proceeds from the sale of the Purchased Assets in question with the same priority as they had with respect to ~~the such~~ Purchased Assets immediately prior to the sale,<sup>8</sup> as if ~~the those~~ Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to closing of the ~~Transaction~~transaction.

~~11. The No~~ Purchaser (~~and its nor the~~ nominee, ~~if of any~~ Purchaser) shall, by virtue of the completion of ~~the Transaction, have no a transaction of purchase and sale pursuant to this Order, have any~~ liability of any kind whatsoever in respect of any Claims against the Debtor.

12. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such person remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the ~~Purchaser~~ purchaser of such assets (or its nominee).

13. ~~The Purchaser~~ A purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.

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~~discharge needs to take a form of a direction to the municipal "treasurer" rather than to the Registrar of Titles; or (b) in national receiverships pursuant to section 243 of the Bankruptcy and Insolvency Act, RSC 1985, c B-3, whether the Court has the jurisdiction to order the discharge notwithstanding section 12 of the TEA, by invoking the doctrine of federal paramountcy.~~

~~As another example, it will generally not be appropriate for a Sale Approval and Vesting Order to vest off interests which are registered subsequent to the granting of the Order. If there is a concern regarding registrations subsequent to the Order in a particular case, the procedure for having the Court deal with such interests will need to be considered.~~

~~<sup>6</sup> This is only required where land is to be transferred, and is not intended to bind the Registrar of Titles. (That is, practically speaking, the party submitting the transfer packet to the Registrar will be responsible to ensure that any applicable transfer fee is paid.)~~

~~<sup>7</sup> It may be desirable for the Receiver's Report to identify disposition and other costs to be deducted from the sale price to arrive at the Net Sale Proceeds.~~

~~<sup>8</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization provision.~~

14. Immediately after the closing of ~~the Transaction~~any transaction of purchase and sale pursuant to this Order, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
15. Forthwith after the delivery of ~~the a~~ Receiver's Certificate to the ~~Purchaser (or its nominee)~~Auctioneer, the Receiver shall file a copy of the Receiver's Certificate with the Court, and shall serve a copy of the Receiver's Certificate on the recipients listed in the Service List maintained with respect to these proceedings.
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Debtor and the Receiver are hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. ~~The Purchaser~~A purchaser receiving such information shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.
17. Notwithstanding:
  - a) the pendency of these proceedings;
  - b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to such applications;
  - c) any assignment in bankruptcy made in respect of the Debtor; and
  - d) the provisions of any federal statute, provincial statute or any other law or rule of equity,

the vesting of any of the Purchased Assets in ~~the Purchaser~~a purchaser (or its nominee) pursuant to this Order and the obligations of the ~~Debtor under the Sale Agreement~~Receiver pursuant to the Auction Contract, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the 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*, RSC 1985, c B-3 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.

18. ~~The Transaction~~Any transaction of purchase and sale pursuant to this Order is exempt from any requirement under any applicable federal or provincial law to obtain shareholder approval and is exempt from the application of any bulk sales legislation in any Canadian province or territory.

## MISCELLANEOUS MATTERS

19. The Receiver, ~~the Purchaser (or its nominee)~~any purchaser of Purchased Assets hereunder, 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 Transaction, including, without limitation, an application to the Court to deal with interests which are registered against title to the Real Property after the time of the granting of this Order~~any transaction of purchase and sale.
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. Service of this Order on any party not attending this application is hereby dispensed with. Parties attending this application shall be served in accordance with the Electronic Case Information and Service Protocol adopted in the Receivership Order.<sup>9</sup>

22. All activities, actions and proposed courses of action of the Receiver (collectively, the "Actions of the Receiver") to date in relation to the discharge of its duties and mandate as Receiver pursuant to the Orders of this Honourable Court in these proceedings (collectively, the "Receiver's Mandate"), as such Actions of the Receiver are more particularly described in the First Report and the Confidential Supplement, shall be and are hereby approved and confirmed.

23. The Confidential Supplement, including all exhibits and appendices thereto, shall be kept sealed and confidential, and shall not form part of the public record but shall be kept separate and apart from the other contents of the Court file in respect of this matter in a sealed envelope which sets out the style of cause of these proceedings and a statement that the contents thereof are subject to a Sealing Order, and shall not be opened except by a Judge of the Saskatchewan Court of Queen's Bench or by further Order of the Court.

ISSUED at Saskatoon, Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_~~20~~ December, 2020.

\_\_\_\_\_  
(Deputy) Local Registrar

~~CONTACT INFORMATION AND ADDRESS FOR SERVICE~~ CONTACT INFORMATION AND ADDRESS FOR SERVICE:

<u>Name of firm:</u>	<u>MLT Aikins LLP</u>
<u>Lawyer in charge of file:</u>	<u>Jeffrey M. Lee, Q.C. and Paul Olfert</u>
<u>Address of firm:</u>	<u>1201, 409 3<sup>rd</sup> Avenue South, Saskatoon SK S7K 5R5</u>
<u>Telephone number:</u>	<u>306.975.7100</u>
<u>Email address:</u>	<u>JMLee@mltaikins.com / POlfert@mltaikins.com</u>
<u>File No:</u>	<u>63921.8</u>

<sup>9</sup> ~~If the Electronic Case Information and Service Protocol has not already been adopted in these proceedings, service must occur in the ordinary course pursuant to *The Queen's Bench Rules*, unless the Court is satisfied that an alternate order respecting service is appropriate.~~

**SCHEDULE "A"**  
**FORM OF RECEIVER'S CERTIFICATE**

COURT FILE NUMBER Q.B.G. No. 480 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS P.S. ELECTRIC LTD. and HARVEY KING

**IN THE MATTER OF THE RECEIVERSHIP OF [THE DEBTOR]**

**RECEIVER'S CERTIFICATE**

**RECITALS**

- A. Pursuant to an Order of the Honourable \*Mr. Justice \*R.W. Elson of the Court of Queen's Bench of Saskatchewan (the "Court") dated ~~[Date of Order], [Name of Receiver]~~ October 13, 2020, BDO Canada Limited was appointed as the receiver (the "Receiver") of the assets, undertakings and property of ~~[Debtor]~~ P.S. Electric Ltd. (the "Debtor").
- B. Pursuant to an Order of the Court dated ~~[Date]\*, 2020~~ (the "Sale Approval and Vesting Order"), the Court approved ~~the agreement of purchase and sale made as of [Date of Agreement] a proposal by McDougall Auctioneers Ltd.~~ (the "Sale Agreement") between Auctioneer) dated December 8, 2020 and accepted by the Receiver and ~~[Name of Purchaser]~~ (the "Purchaser Auction Contract") and provided for the vesting in the Purchaser-respective purchasers at auction of the ~~Debtor's~~ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser-Auctioneer of a certificate confirming (i) the payment by the Purchaser-purchaser of the Purchase-Price-purchase price for the Purchased Assets in question; and (ii) ~~that the conditions to Closing as set out in section \* of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction- the transaction of purchase and sale~~ has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the ~~Sale Agreement~~ Approval and Vesting Order.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser-\_\_\_\_\_ (or its nominee)-\_ has paid and the Receiver has received ~~the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;~~ the purchase price for the following assets:

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**SCHEDULE "B"**  
**PURCHASED ASSETS**

1. 2010 Ford F350 XLT Crew Cab Truck  
- S/N 1FTWW3BR2AEA25444, Diesel Engine, 4X4, 299055 Kms  
- Headache Rack, Tool Box
2. 2008 Dodge 3500 SLT Crew Cab Truck  
- S/N 3D6WH48A28G216246, Cummins Diesel Engine, Auto Trans  
- 4X4, Deck, 5th Wheel Hitch, 170820kms, POS
3. 2011 Dodge 5500 SLT Crew Cab Picker Truck  
- 3D6WU7CL4BG563025, Cummins Diesel Eng, Auto Trans,  
- Amco Knuckle Boom Crane, w/ Remote, 4X4, Deck, 5th Wheel,  
- Hitch, 113934 Kms Showing, 235/70R19.5 Tires
4. Qty of High Voltage Power Outlets
5. Manual Crane
6. Pallet of Used High Voltage Cable
7. Spool of Electrical Cable
8. Deutz Generator
9. Vector Control Module
10. Transformer
11. QTY of Used Cable
12. Green Material Rack with Light Poles
13. Two Black High Voltage Transformers
14. 2 - Service Bodies
15. 40' Sea Container  
- S/N 2305897
16. 40' Sea Container  
- S/N 415029, Rolling Overhead Crane
17. Approx 28 New/Rebuilt Elec. Motors  
- (In Sea Container S/N 415029)
18. \*Terex Almida AL5200D-4MH Light Tower  
- S/N GKF-22148 Showing 7400 Hrs, Isuzu Diesel Eng
19. Pallet Of Weeping Tile
20. Qty of 4x4 Dunnage
21. Qty of Wood and Metal Cable Spools
22. Subaru 4X4 Mini Truck  
- S/N 145R12-6PRLT, Man Trans, 36891 Kms Showing  
- July 2008 Sask Safety V170636
23. Jib to Fit Telehandler
24. 40' Sea Container  
- S/N 473528, Rolling Overhead Crane
25. Approximately 41 New/Refurbished Electric Motors  
- (In Sea Can S/N 473528)
26. 40' Sea Container  
- S/N 8033700, Overhead Rolling Crane
27. Apporximately 46 New/Refurbished Electric Motors  
- (In Sea Can S/N 8033700)
28. 40' Sea Conatainer  
- S/N 8266863, Rolling Overhead Crane
29. Approximately 45 New/Refurbished Electric Motors  
- (In Sea Can S/N 8266863)
30. 2 - Greenlee Pipe Rolls

- [31. Polaris 2X4 ATV \(Unknown Running Condition\)](#)
- [32. P/T Lawn Broom](#)
- [33. Man Basket](#)
- [34. 40' Sea Container Tool Crib](#)  
[S/N 1625799](#)
- [35. 2 - Pipe Stands](#)
- [36. 3 - Greenlee Pipe Rollers](#)
- [37. Greenlee Conduit Bender](#)
- [38. 2 Homebuilt Pipe Roller Stands](#)
- [39. 2 Greenlee Hyd Pipe Benders](#)
- [40. Greenlee Elec/Hyd Power Pac](#)
- [41. Hyd Puller](#)
- [42. Bench Top Drill Press](#)
- [43. Ridgid Pipe Stand](#)
- [44. Deck Mount Pipe Vise](#)
- [45. Qty of Chain Falls, HD Extension Cords and Cable Slings](#)
- [46. Greenlee Rolling Pipe Stand](#)
- [47. Greenlee Pipe Bender](#)
- [48. Qty of Coveralls](#)
- [49. 5 Wobble Lights](#)
- [50. Qty of Insulated Tarps](#)
- [51. Rope Lanyards](#)
- [52. Sala Confined Space Tripod](#)
- [53. String Lights](#)
- [54. Qty of Rope](#)
- [55. Sala Lift II Confined Space Winch](#)
- [56. Qty of Rigging](#)
- [57. Greenlee Pipe Bender Adapters](#)
- [58. High Voltage Plugs](#)
- [59. Cell Signal Booster](#)
- [60. 2 - Dewalt Grinders](#)
- [61. 2 - Makita Grinders](#)
- [62. Endless Slings](#)
- [63. Power Fist Bench Top Drill Press](#)
- [64. Qty of Hand Tools](#)
- [65. 2 - Bench Grinders](#)
- [66. Qty of Domestic Kitchenware](#)
- [67. Greenlee Power Pac and Adapters](#)
- [68. Bench Grinder](#)
- [69. Ridgid 535 Pipe Threader](#)
- [70. Ridgid Pipe Threader Bits \(Incomplete\)](#)
- [71. Insulated Tarps](#)
- [72. String Lights](#)
- [73. Wobble Light](#)
- [74. Durex 10" Table Saw](#)
- [75. Milwaukee 14" Abrasive Cut Off Saw](#)
- [76. Air Systems SVF-25ACAN Blower Fan](#)
- [77. Qty of Coveralls](#)

- 78. [3 - Hyd Pipe Lift Wheelers](#)
- 79. [Pipe Bender](#)
- 80. [Qty of Garden Hose](#)
- 81. [Greenlee Pipe Bender Kit 1/4" - 4"](#)
- 82. [Man T-Post Pounder](#)
- 83. [Large Qty of Partial Spools of Cable](#)
- 84. [40' Sea Container](#)
- [S/N 6808523](#)
- 85. [40' H/C Sea Container](#)
- [S/N 6931800](#)
- 86. [Qty of Old Office Furniture](#)
- 87. [Commercial Infrared Char-Broil BBQ](#)
- 88. [John Deere Roto-Tiller](#)
- 89. [Case 60 Trencher](#)
- [S/N JAF0235919, Gas Eng, Man Start](#)
- 90. [Work Platform](#)
- 91. [Smooth Bucket to Fit a Telehandler](#)
- 92. [Brandt Snow Bucket to Fit a Skid Steer](#)
- 93. [Trencher Weights](#)
- 94. [QTY of Used Tires](#)
- 95. [2 - Trencher Chains](#)
- 96. [Slurry Tank](#)
- 97. [2008 Load Max 34' T/A Goosneck Trailer](#)
- [S/N 5L8GH342881014391, B/T, Ramps, 2 - 10000lb Axles](#)
- [215/75R17.5 Tires, Spring Susp, Pop Up Center](#)
- 98. [2006 H&H 20' Speed Loader T/A Equipment Trailer](#)
- [S/N 4J6EX20296B079647, 2 - 7000lb Axles, Ball Hitch, Hyd Tilt,](#)
- [Solar Charge Pac,](#)
- 99. [2012 Trailtech 16' T/A Dump Trailer](#)
- [S/N 2CUB38E91C203539, 2 - 7000lb Axles, 235/80R16 Tires](#)
- [Ramps, 2 - Piece End Gate](#)
- 100. [2006 Trailtech T/A Equipment Trailer](#)
- [S/N 2CU138JAX62020152, Ramps, Ball Hitch, 2 - 6000lb Axles](#)
- 101. [1979 Ditch Witch BT12 T/A Utility Trailer](#)
- [S/N 10706, 6 Bolt Rim, Ramps, 235/85R16 Tires](#)
- 102. [Hyd Reel Roller](#)
- 103. [Rolling Staircase](#)
- 104. [\\*2002 Genie TMZ-50/30 P/T Boom Lift](#)
- [S/N 5D8AA23152B000059, Elec, Ball Hitch](#)
- 105. [40' Sea Container](#)
- [S/N 5974304](#)
- 106. [Truck Seat](#)
- 107. [Weather Guard Slide in Tools Boxes](#)
- 108. [2 - 10KH Axles](#)
- [S/N 42-51136-051136-1-1-001, 42-51136-051136-1-1-002](#)
- [10000lb Capxity](#)
- 109. [Qty of Tires and Rims](#)
- 110. [As New Overhead Light Fixture](#)
- 111. [40; Sea Container](#)
- [S/N 170266, Side Roll Up Door](#)
- 112. [1 Set of Rolling Scaffolding](#)
- 113. [Engine Lift](#)
- 114. [Red Rolling Tool Cabinet](#)

- [115. Red Rolling Cabinet w/ Welder and Hand Tools](#)  
  - [2 - Makita Grinders, M/C Set, Milwaukee Drill, Ext cords,](#)
  - [Misc Hand Tools, Miller Mig Welder](#)
- [116. Qty of Green and Black Suck Hose](#)
- [117. 1 Set of Rolling Scaffolding](#)
- [118. Spool of Lay Flat Hose](#)
- [119. 2 - Spools of Rope](#)
- [120. 2 Wheel Wheel Barrow](#)
- [121. Rolling Greenlee Tool Box w/ Cable Roller Set](#)
- [122. Greenlee Rolling Tool Box w/ Greenlee Roller Set](#)
- [123. Qty of Greenlee Cavble Sheaves and Cable Routing Adapters](#)
- [124. Red Rolling Cabinet](#)
- [125. Wheeler](#)
- [126. Bag of Cable Routing Hooks](#)
- [127. Cage w/ 24 Panels of Portable Construction Fence](#)
- [128. Knaack Tool Box w/ Contents](#)
- [129. Snow Blade to Fit Yard Tractor](#)
- [130. John Deere TR48B Trencher Att to Fit Skidsteer](#)
- [131. 2 - Spools of Layflat Hose](#)
- [132. Trenching Bucket](#)
- [133. \\*2008 Terex Almida AL4000 Light Tower](#)  
  - [S/N 4ZJSL141981001858, Unknown Hrs, 4 Lights](#)
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- [134. \\*2008 Terex Almida AL5000 Light Tower](#)  
  - [S/N 4ZJSL151681000269, Showing 11273 Hrs, No Lights](#)
  -
- [135. \\*2008 Terex Almida AL4000 Light Tower \(NO ENGINE\)](#)  
  - [S/N 4ZJSL141781001657, No Engine, 4 Lights, LT4](#)
  -
- [136. \\*2008 Terex Almida AL4000 Light Tower](#)  
  - [S/N 4ZJSL141581001656, Unknown Hrs, Missing LH Wheel, 4 Lights](#)
  -
- [137. 2 - Pipe Carts](#)
- [138. John Deere Snow Blower to Fit Yard Tractor](#)
- [139. Excavator Att to Fit Skid Steer](#)
- [140. Qty of Greenlee Straight Cable Rollers](#)
- [141. Qty of Ground Cable](#)
- [142. 40' Sea Container](#)  
  - [S/N 4023083](#)
  -
- [143. 2007 H&H 30' T/A Gooseneck Trailer](#)  
  - [S/N 4J6HD30257B090934, 2 - 10000lb Axles, Beaver Tail,](#)
  -
- [144. Skid Mount Office Sea Container](#)
- [145. 10 - 3"X3"X250" HSL Tubing](#)  
  - [Alluminum](#)
  -
- [146. Skid Mount Boiler Tank](#)
- [147. 40' Sea Container](#)  
  - [S/N 4338755, \(Locked could not view inside\)](#)
  -
- [148. 40' Sea Container](#)  
  - [S/N 44778368](#)
  -
- [149. Qty of ol Office Furniture and Appliances](#)
- [150. Qty of Conduit and Wiring Materials](#)

- [151. Red Wagon](#)
- [152. Small Material Parts Room With Shelving](#)
- [153. Qty of Conduit](#)
- [154. Wire Inventory](#)
- [155. Light and Transformer Inventory](#)
- [156. Pallet Racking in Shop](#)
- [157. 2012 Dodge 3500 SLT Crew Cab Truck](#)  
  - [S/N 3C7WDTCL0CG102357, Cummins Engine, Auto Trans,](#)
  - [163415 Kms, Missing Half Rear Seat, Tool Boxes and Misc Hand,](#)
  - [Tools and Inventory](#)
- [158. Aprox 26 Step Ladders](#)
- [159. \\*2012 John Deere 320D Skid Steer](#)  
  - [S/N 1T0320DMTCG217219, Hyd Q/A, Cab w/ Heat/AC, 72" Bucket](#)
  - [Showing 1072 Hrs, 4 Aux Hyd, ISO/H Controls, Poor Tire Condition](#)
  - [12-16 Tires, Foot Throttle](#)
- [160. Tote of Oil w/ Hand Pump](#)
- [161. 1996 JCB 506-36 Telehandler](#)  
  - [S/N SLP50636VE0579122, 7256 Hrs Showing, 36' Reach,](#)
  - [7000lb Capacity, Standard Trans, Outriggers, Q/A](#)
- [162. Sterling Speed-Trol Hyd Reeler](#)  
  - [S/N METRIC](#)
- [163. Qty of Portable Electric Panels](#)
- [164. 1992 John Deere 430 Yard Tractor](#)  
  - [S/N M00430X111412, 20 HP Yanmar Diesel Engine,](#)
  - [3 PT Hitch, PTO,](#)
- [165. John Deere 15 Wagon](#)
- [166. Yamaha EF2600 Generator](#)
- [167. Small Electrical Inventory Inside Main Shop](#)
- [168. 6 Water Coolers](#)
- [169. Hilti DWP-10 Water Charge Pump](#)
- [170. Magtron Mag Drill](#)
- [171. 220V Heaters](#)
- [172. Qty of Grinders and Drills](#)
- [173. String Lights](#)
- [174. Dewalt Hammer Drill](#)
- [175. Greenlee Knockout Kit](#)
- [176. Laser Level](#)
- [177. Rotary Tool](#)
- [178. 2 - Makita Jig Saws](#)
- [179. 3 - 3/4" Socket Sets](#)
- [180. Milwaukee Hammer Drill](#)
- [181. Milwaukee Deep Saw](#)
- [182. Sawzall](#)
- [183. Greenlee Cable Bender](#)
- [184. Hilti Hammer Drill](#)
- [185. Hilti Recipricating Saw](#)
- [186. Hilti Hammer Drill](#)

- [187. Hilti DX460 Powder Actuated Gun](#)
- [188. Cadwled Copper Bonding Tool](#)
- [189. Greenlee Hyd Punch Driver and Tooling](#)
- [190. Misc Hand Tools](#)
- [191. Cable Cutters](#)
- [192. 3 - Milwaukee Cordless Skil Saw](#)
- [193. 4 Fish Tapes](#)
- [194. Assorted Drill Bits](#)
- [195. Dewalt Jig Saw](#)
- [196. Hilti Fasteners](#)
- [197. Battpac Crimp Tool](#)
- [198. Greenlee Crimper](#)
- [199. Greenlee Gator Cutter](#)
- [200. Greenlee Gator Cutter](#)
- [201. Greenlee DC Cutter](#)
- [202. Milwaukee Corded Cut Off Saw](#)
- [203. 2 - Ridgid Pip Threaders](#)
- [204. Hilti Hammer Drill](#)
- [205. Qty of Rigid Threading Bits w/ Hand Reamer and Threader](#)
- [206. Qty of Greenlee Hand Pipe Benders](#)
- [207. 2 Blue Bolt Organizers](#)
- [208. Grey Industrial Parts Shelving](#)
- [209. Heavy Gauge Cords](#)
- [210. Oxy/Acet Cart With Gauges and Torch \(tanks not included\)](#)
- [211. Drafting Table](#)
- [212. Qty of Magnet Wire](#)
- [213. Electric Motor Rewiring Lathe](#)
- [214. Magnet Wire Spooler](#)
- [215. Metal Work Bench](#)
- [216. Qty of Lanyards](#)
- [217. Large Qty of Coveralls in Lunch Room](#)
- [218. 2008 H&H 18' T/A Deck Over Trailer \(Appraised by Description Only\)](#)  
[S/N 4J6FD18288B097684, NOT VIEWED](#)
- [219. 2012 Dodge Ram 3500 SLT Crew Cab Truck](#)  
[S/N 3C63D3HLXCG220710, Cummins Engine, Auto Trans, W/ Tool Boxes](#)  
[193749 Kms Showing, 4X4, Tool Rack,](#)
- [220. Step Ladder, Hilti Hammer Drill,](#)
- [221. Yamaha Generator](#)
- [222. Ridgid Pipe Threader](#)
- [223. 10X44 Skidded Lunch Shack](#)  
[Located at Cornach SK](#)
- [224. 20' Skidded Tool Sea Container](#)  
[Boundry Dam SK](#)
- [225. 2010 Hardshack 12X60 Skidded Lunch Shack](#)  
[Boundry Dam](#)
- [226. 2007 Ford Ranger XLT Truck](#)
- [227. 2013 Dodge 1500 SLT Truck](#)  
[At Mechanics Shop Being Repaired](#)
- [228. Lincoln SA-200 Welder x 2](#)
- [229. Pipe Rack w/ Pipe](#)
- [230. Yamaha EF2600 Generator](#)
- [231. Thermal Arc Predator Welder](#)
- [232. Misc Cables](#)

- [233. Chain Hoist x 2](#)
- [234. John Deere AC150F Heater](#)
- [235. Milwaukee Heavy Duty Dymorig](#)
- [236. Drywall Lift](#)
- [237. Chopsaw x2](#)
- [238. Red Maple 5500 Watt Diesel Generator](#)
- [239. Flexahopper Poly Tanks x 2](#)
- [240. 1998 Genie Z45/22 Manlift](#)  
  - [S/N Z-45-007981](#)
  - [4307 Hrs Showing](#)
- [241. Storage Shack On Skid](#)
- [242. Misc Propane Tanks](#)
- [243. Rig Mats x 3](#)
- [244. 2001 Genie Z45/22 Manlift](#)  
  - [S/N Z4525-17407](#)
- [245. \\*Portable 2008 Terex AL5000 Light Tower](#)  
  - [S/N 4ZJSL151281000303](#)
  - [20 Kw](#)
- [246. Craftsman Riding Lawnmower](#)  
  - [6 Speed, 17.5 HP](#)
- [247. Pallet of Cable](#)
- [248. Misc Motors](#)
- [249. John Deere 48" Tiller](#)  
  - [S/N M02902X100027](#)
  - [1000 PTO](#)
- [250. Pallets of Work Lights](#)
- [251. Waste Bin w/ Fork Pockets](#)
- [252. 2006 JLG 25AM Electric Lift](#)  
  - [S/N 0900025366](#)
  - [12 Volts, 25.2 FT](#)
- [253. Misc Cable](#)
- [254. 2" Subaru Trash Pump](#)
- [255. Misc Motors](#)
- [256. Metal Racking](#)
- [257. Shelves of Cable](#)
- [258. 2010 Trailtech Gooseneck Tridem Trailer](#)  
  - [S/N 2Cu848PE4B2029963](#)
- [259. 40' Seacan](#)
- [260. Qty of Electrical Motors & Parts](#)
- [261. 40' Seacan Container](#)
- [262. Qty of Electrical Motors](#)
- [263. Misc Cable](#)
- [264. Qty of Electrical Motors](#)
- [265. Qty of Electrical Power Box](#)
- [266. Fuel Tank on Skid](#)
- [267. Portable S/A Jobsite Light Tower](#)

- 268. T/A Trailer w/ Deutz Genset & Fuel Tank  
- 500 Gallon Huge L Steel Fuel Tank, 5349 HRs, 126 Kw
- 269. T/A Trailer w/ Armstrong Genset & Fuel Tank  
- 500 Gallon Huge L Steel Fuel Tank, 160 Kw, Diesel, Phase 3
- 270. Qty Of Electrical Motors
- 271. 2006 Case 580 M Series Backhoe  
- S/N N6C413453  
- 2263 Hrs
- 272. \*Auger Bits
- 273. John Deere PA30 Skid Steer Attachment
- 274. Skid Steer Forks
- 275. Ditch Witch 3700 Trencher  
- S/N 3T0356  
- 2299 Hrs,
- 276. Ditch Witch R40 Trencher  
- S/N 404839  
- 487 Hrs,
- 277. Office Shack 6x12
- 278. Electrical Power Box
- 279. Qty of Electrical Cable
- 280. \*2010 Sullivan D185 Air Compressor  
- S/N 4YABG1210AM100342  
- 780 Hrs, 125 PSI
- 281. 2003 Mod U Blast MBM-6.5PRE Sand Blaster  
- S/N 12VDC
- 282. Trailer w/ Air Compressor & Sand Blaster
- 283. Sullair 375HDPQ Air Compressor  
- S/N 004-124695  
- 6718 Hrs,
- 284. S/A Enclosed Trailer  
- Steel Frame, Side Door, License Plate 776 FBN
- 285. Pallets of Electrical Cable
- 286. \*Caterpillar C9-230AG Portable Genset  
- S/N X3R00139  
- 210 KW
- 287. Cummins C80D6R-A043T054 Portable Genset  
- S/N C130469017  
- 80 KW, 9027 Hrs
- 288. 40' Seacan Container
- 289. Ridgid 500 Pipe Threader
- 290. Qty of Electrical Power Box's & Parts
- 291. 125 KW Deutz Genset On Skid  
- S/N 8135-8805367
- 292. Air Rivet Gun
- 293. Power Mate Grease Gun
- 294. Drill & Impacts
- 295. Grinder X 4



- [296. Solar Battery Load Tester](#)
- [297. Air Hose Reel X 3](#)
- [298. Work Bench w/ Tools](#)
- [299. Battery Charger](#)
- [300. Air Impact Wrench X 3](#)
- [301. Tool Chest Full of Tools](#)
- [302. Lubricants & Socket Sets](#)
- [303. 2 Ton Chain Hoist w/Frame](#)
- [304. Welder](#)
- [305. Slings & Straps](#)
- [306. Metal Racking](#)
- [307. Misc Size of Electrical Motors](#)
- [308. Tool Chest](#)
- [309. 2014 Karcher Pressure Washer](#)  
  - [S/N 010138](#)
  - [2000 PSI](#)
- [310. Fifth Wheel Hitch](#)
- [311. Electrical Motor](#)
- [312. Ridgid Pipe Threader](#)  
  - [S/N 352124](#)
- [313. Rothenberger Ratchet Threader Set](#)
- [314. Qty of Extension Cords/Cable](#)
- [315. 8' Ladder](#)
- [316. 3 Step Ladder](#)
- [317. Caterpillar NRR40 Forklift](#)  
  - [S/N 2NL01270](#)
- [318. Coleman 10 HP Generator](#)
- [319. Trojan II Battery Charger](#)  
  - [S/N 54787](#)
- [320. Hilti TE75 Hammer Drill](#)
- [321. Hilti Case w/ DX 351 & XBT 400-a](#)
- [322. Subsite 75T Cable/Pipe Locator](#)
- [323. Mastercraft Tool Chest](#)
- [324. Chain Hoist X 4](#)
- [325. Westward Drill Press](#)
- [326. Sand Blaster](#)
- [327. Hydraulic Press](#)
- [328. Baldor Bench Grinder](#)
- [329. Tool Chest](#)
- [330. Parts Washer](#)
- [331. Qty of Lubricants](#)
- [332. Fifth Wheel Hitch X 2](#)
- [333. Air Hose Reel](#)
- [334. Metal Racking](#)
- [335. Lunchroom Suite](#)  
  - [Chairs, Tables, Microwave, Coffee Maker](#)

- Water Cooler

336. Harness Lanyards

337. 40' Sea Container

Items marked with an asterisk (\*) are items in respect of which Cobra Rentals Ltd. has advanced a claim of ownership.

**SCHEDULE "C"**  
**~~PERMITTED ENCUMBRANCES~~**

~~SCHEDULE "D"~~  
ENCUMBRANCES TO BE DISCHARGED

1. Any Claim by Cobra Rentals Ltd. in respect of any of the Purchased Assets.

Comparison Details	
Title	<b>compareDocs Comparison Results</b>
Date & Time	12/9/2020 10:32:49 AM
Comparison Time	10.39 seconds
compareDocs version	v4.3.306.6

Sources	
Original Document	[#23378958] [v1] BDO / PS Electric - Sale Approval and Vesting Order.doc
Modified Document	[#23378958] [v4] BDO / PS Electric - Sale Approval and Vesting Order.doc

Comparison Statistics	
Insertions	2366
Deletions	21
Changes	72
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	2459

Word Rendering Set Markup Options	
Name	
<a href="#">Insertions</a>	
<del>Deletions</del>	
<a href="#">Moves / Moves</a>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.
Comments color	By Author.
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	TrackChanges
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True