



Clerk's stamp

COURT FILE NUMBER 2203 05851

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **BANK OF MONTREAL**

DEFENDANTS **TERRA NOVA VENTURES LTD., TERRA NOVA MECHANICAL LTD., JOHN MUNRO, and RACHAEL MUNRO**

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Dentons Canada LLP
2500 Stantec Tower
10220 103 Avenue NW
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7284
Fax. (780) 423-7276
File No.: 126233-1992/DAH
Attention: Dean A. Hitesman / Nicholas C. Williams

invoice#E51674
\$50.00

NOTICE TO RESPONDENTS:

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

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

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

Date: May 19, 2022

Time: 2:00 p.m.

Where: Edmonton Courts Centre, Edmonton, Alberta
Virtual Courtroom 86

Before Whom: The Honourable Justice G.S. Dunlop

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

REMEDY CLAIMED OR SOUGHT:

1. An Order, substantially in the form attached as Schedule "A":

- (a) abridging the time for service of this Application to the time actually given;
 - (b) appointing BDO Canada Limited (“**BDO**”) as receiver and manager (the “**Receiver**”) of all of the assets, undertakings, and properties of Terra Nova Ventures Ltd. (“**Ventures**”) and Terra Nova Mechanical Ltd. (“**Mechanical**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, RSA 2000 c J-2, section 65(7) of the *Personal Property Security Act*, RSA 2000, c.L-7 and section 49 of the *Law of Property Act*, RSA 2000, c L-7; and
 - (c) costs of this application on a solicitor and his own client basis.
2. Such further and other relief as this Honourable Court may deem just and appropriate.

GROUND FOR MAKING THIS APPLICATION:

Loan Agreements and Security

1. Ventures and Mechanical are corporations incorporated pursuant to the laws of the Province of Alberta, each with its registered office located in Sherwood Park, Alberta. John Munro (“**John**”) and Rachael Munro (“**Rachael**”) are individuals who reside in or near Sherwood Park, Alberta, to the best of Bank of Montreal’s (“**BMO**”) knowledge.
2. BMO provided loans and/or other credit to each of Ventures and Mechanical. John and Rachael have guaranteed to BMO repayment of the indebtedness of Ventures to BMO. Ventures, John, and Rachael have guaranteed to BMO repayment of the indebtedness of Mechanical to BMO.
3. Ventures granted security in favour of BMO, including, without limitation, an Alberta Personal Property Security Act Security Agreement dated April 22, 2013 (the “**First Ventures GSA**”) and Alberta Personal Property Security Act Security Agreement dated May 4, 2017 (the “**Second Ventures GSA**”), granting to BMO a security interest in all present and after acquired personal property and real property of Ventures, and all proceeds thereof.
4. BMO has perfected the security interests created by the First Ventures GSA and Second Ventures GSA by registration at the Alberta Personal Property Registry.
5. Capital Now Inc. and Business Development Bank of Canada have subordinated their respective security interests to BMO’s security interest in all present and after-acquired personal property of Ventures.
6. Mechanical granted security in favour of BMO, including, without limitation, an Alberta Personal Property Security Act Security Agreement dated June 6, 2017 (the “**Mechanical GSA**”), granting to BMO a security interest in all present and after acquired personal property and real property of Mechanical, and all proceeds thereof.
7. BMO has perfected the security interests created by the Mechanical GSA by registration at the Alberta Personal Property Registry.
8. Business Development Bank of Canada has subordinated its security interest to BMO’s security interest in all present and after-acquired personal property of Mechanical.

Default and Demand

9. Ventures, Mechanical, John, and Rachael are in default of their obligations to BMO.
10. On or about March 7, 2022, BMO did serve demand letters on the Defendants, and concurrently served each of the Defendants with a notice under section 244 of the *BIA*.
11. The time periods applicable to the demands and notices have expired, and the Defendants have defaulted in payment of the principal sums and interest secured by the First Ventures GSA, Second Ventures GSA, and Mechanical GSA.
12. Ventures, Mechanical, John, and Rachael have failed or neglected to pay, and continue to fail or neglect to pay their respective indebtedness to BMO.
13. As of May 4, 2022, the indebtedness due and owing to BMO is as follows:
 - (a) from Ventures, the amounts of:
 - (i) \$965,077.30 plus interest thereon and after May 4, 2022 at the rate of 2.75% per annum above the prime rate of interest maintained by BMO from time to time ("**Prime**");
 - (ii) \$94,557.06 plus interest thereon and after May 4, 2022 at the rate of 4.70% per annum;
 - (iii) \$189,720.34 plus interest thereon and after March 7, 2022 at the rate of 3.00% per annum above Prime; and
 - (iv) costs on a solicitor and his own client basis;
 - (b) from Mechanical, the amount of \$201,189.67 plus interest thereon and after May 4, 2022 at the rate of 3.50% per annum above Prime, plus costs on a solicitor and his own client basis; and
 - (c) from John and Rachael, jointly and severally, the amounts of:
 - (i) \$796,755.79, plus interest thereon and after March 7, 2022 at the rate of 3.00% per annum above Prime;
 - (ii) \$189,720.34 plus interest thereon and after March 7, 2022 at the rate of 3.00% per annum above Prime; and
 - (iii) costs on a solicitor and his own client basis.

Appointment of Receiver

14. Each of the First Ventures GSA, Second Ventures GSA, and Mechanical GSA allow and provide for the appointment of a receiver or receiver and manager of the assets, undertakings, and properties secured thereby in the event of default with respect to the obligations owed in favour of BMO.

15. Ventures, Mechanical, John, and Rachael are in default of their obligations to BMO.
16. BMO has attempted to work with Ventures and Mechanical regarding their respective defaults since January 10, 2020, and has afforded Ventures and Mechanical significant time to restructure their respective affairs to the satisfaction of BMO; however, neither Ventures nor Mechanical has been successful in doing so.
17. BMO has lost confidence in the ability of management of Ventures and Mechanical to continue to operate its business or to obtain refinancing to repay the outstanding indebtedness.
18. Between November 1, 2021 and April 1, 2022, Ventures and Mechanical have made 31 requests to BMO for payment of third parties, which payments have been returned unpaid for non-sufficient funds in Ventures' and Mechanical's accounts.
19. BMO has material concerns regarding the status of its collateral. BMO has concerns about the erosion of its security and the preservation of the collateral subject to its security interests.
20. Much of the collateral secured by the First Ventures GSA, Second Ventures GSA, and Mechanical GSA consists of mobile goods, and a court-appointed Receiver will be best equipped to locate, take possession of, and liquidate the collateral.
21. The appointment of a receiver over the assets, undertakings, and properties of Ventures and Mechanical is necessary, just and convenient in order to protect the interests of BMO, and to preserve and realize upon Ventures and Mechanical's assets in order for BMO to most effectively recover the outstanding indebtedness.
22. A number of other creditors have registrations against Ventures and Mechanical at the Alberta Personal Property Registry. A Court appointed receiver will be in a position to engage with the various stakeholders in the proceeding to ensure all stakeholders rights are considered and that the estate of Ventures and the estate of Mechanical are administered effectively.
23. The Defendants are also in arrears to other creditors, including, without limitation:
 - (d) as at January 29, 2022, Ventures was indebted to the Canada Revenue Agency for source deduction arrears in the amount of \$377,476.66;
 - (e) BMO has requested documentation from Ventures regarding Ventures' indebtedness to the Canada Revenue Agency for goods and services tax arrears, but no documentation has been provided by Ventures;
 - (f) BMO has requested documentation from Mechanical regarding Mechanical's indebtedness to the Canada Revenue Agency for source deduction arrears and goods and services tax arrears, but no documentation has been provided by Mechanical; and
 - (g) since December 14, 2021, Sethi Group of Companies and Edmonton Kenworth Ltd. have registered Garage Keepers' Liens at the Personal Property as against Ventures in a cumulative amount of \$93,874.05, which liens have not been resolved by Ventures and remain registered at the Personal Property Registry.

24. BDO has consented to act as receiver of the assets, undertakings, and properties of Ventures and Mechanical, should the Court so appoint it.
25. It is just and convenient to appoint a receiver of the assets, undertakings, and properties of Ventures and Mechanical.
26. Upon application by BMO returnable on April 21, 2022 for the appointment of a receiver over Ventures and Mechanical, the Honourable Justice D.R. Mah granted an Interim Receivership Order, appointing BDO as the Interim Receiver of all current and future assets, undertakings and properties of Ventures and Mechanical (the “**Interim Receivership Order**”).
27. The Interim Receivership Order continues until the earliest of:
 - (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the *BIA*, of the Property;
 - (b) the taking of possession by a trustee of the Property; or
 - (c) further order of the Court at the Application by BMO to be heard by the Honourable Justice G.S. Dunlop returnable at 2:00p.m. on May 19, 2022 (the “**Comeback Application**”).
28. It is the expectation of BMO that the actual indebtedness of both Ventures and Mechanical to CRA is significant. Legal counsel for CRA represented to the Court at the hearing before the Honourable Justice D.R. Mah on April 21, 2022 that neither company had made payroll remittances to CRA since 2019.
29. As part of the Interim Receivership Order, the Honourable Justice D.R. Mah ordered that at the Comeback Application the onus would be on Ventures and Mechanical to show cause as to why a receiver should not be appointed.
30. Such further and other grounds as counsel may advise and this Honourable Court may permit.

MATERIAL OR EVIDENCE TO BE RELIED ON:

1. The pleadings and proceedings in this Action;
2. The Affidavit of John Hermann sworn April 7, 2022;
3. The Affidavit of John Hermann sworn May 4, 2022;
4. The Bench Brief of Bank of Montreal in support of the Application for a Receivership Order;
5. Consent to Act executed by BDO Canada Limited;
6. The Interim Receivership Order granted by the Honourable Justice D.R. Mah on April 21, 2022;
7. The First Report of the Interim Receiver dated May 9, 2022; and
8. Such further and other material or evidence as counsel may advise and this Honourable Court may permit.

APPLICABLE RULES:

1. Rule 6.3 of the Alberta *Rules of Court*, Alta Reg 124/2010.
2. *Bankruptcy and Insolvency General Rules*, CRC, c 368.
3. Such further and other Rules as counsel may advise and this Honourable Court may permit.

APPLICABLE ACTS AND REGULATIONS:

1. Sections 243 and 244 of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3, as amended.
2. Section 13(2) of the *Judicature Act*, RSA 2000 c J-2, as amended.
3. Section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7, as amended.
4. Section 49 of the *Law of Property Act*, RSA 2000, c L-7, as amended.
5. Such further and other Acts and Regulations as counsel may advise and this Honourable Court may permit.

ANY IRREGULARITY COMPLAINED OF OR OBJECTION RELIED ON:

1. None.

HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

1. By Web-Ex, in Virtual Courtroom 86 at :
<https://albertacourts.webex.com/meet/virtual.courtroom86>

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what it wants in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

See attached

Clerk's Stamp:

COURT FILE NUMBER 2203 05851
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF **BANK OF MONTREAL**
DEFENDANTS **TERRA NOVA VENTURES LTD., TERRA NOVA MECHANICAL LTD., JOHN MUNRO, and RACHAEL MUNRO**
DOCUMENT **RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7284 Fx. (780) 423-7276
File No.: 126233-1992/DAH
Attention: Dean A. Hitesman / Nicholas C. Williams

DATE ON WHICH ORDER WAS PRONOUNCED:	May 19, 2022
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice G.S. Dunlop

UPON the Application of Bank of Montreal ("**BMO**") in respect of Terra Nova Ventures Ltd. and Terra Nova Mechanical Ltd., (collectively, the "**Debtors**"); AND UPON having read the Application, supporting Affidavits of John Hermann, filed, and the First Report of the Interim Receiver; AND UPON reading the consent of BDO Canada Limited to act as receiver and manager (the "**Receiver**") of the property of the Debtors, filed; AND UPON hearing submissions from counsel for BMO; AND UPON hearing submissions from counsel for the Debtors; AND UPON hearing submissions from any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of 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 ("**BIA**"), and section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 ("**PPSA**"), and section 49 of the *Law of Property Act*, RSA 2000, c L-7, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, 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 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 in the ordinary course of business without the approval of this Honourable Court and 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 \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; 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 *PPSA* 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 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) with prior Court approval, to assign Terra Nova Ventures Ltd. and/or Terra Nova Mechanical Ltd. into bankruptcy; 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 (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of its 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 5 or in paragraph 6 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 or tribunal (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 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 the Debtors or an action, suit or proceeding that is taken in respect 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. Other than with respect to the Lands, nothing within this Order shall limit or stay the right of the Plaintiff or any other Person to commence or continue Proceedings against John Munro or Rachael Munro.

NO EXERCISE OF RIGHTS OR 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 Terra Nova Ventures Ltd., Terra Nova Mechanical Ltd., 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 or written consent of the Receiver, 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 are 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 the Debtors to carry on any business that the Debtors are 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 Monitor 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, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the *BIA*) from closing out and terminating such contract in accordance with its terms.

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 Debtor,

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 Debtors in accordance with the 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 Debtors' 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*, S.C. 2005, c. 47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 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 _____ 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), 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 \$ _____ (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), 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. The Receiver's reports 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. The requirement of the parties to engage in a dispute resolution process is dispensed with.
31. The Plaintiff is given leave to continue any and all proceedings in relation to this matter.
32. 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.
33. 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.
34. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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' estates with such priority and at such time as this Court may determine.

35. 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

36. The Receiver shall establish and maintain a website in respect of these proceedings (the "**Receiver's Website**") and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly 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.

37. 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.

38. 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.

J.C.Q.B.A.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property of Terra Nova Ventures Ltd. and Terra Nova Mechanical Ltd., appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the 19th day of May, 2022 (the "Order") made in action 2203 05851, 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 _____ 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 _____.
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 defined in the Order) 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 _____, 2022.

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: _____