

Clerk's Stamp

COURT FILE NO. 2001-06194

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended
AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
ENTERPRISES INC., SWEETWATER HOSPITALITY INC. and
BALDR CONSTRUCTION MANAGEMENT INC.

APPLICANTS INVICO DIVERSIFIED INCOME L.P. and INVICO TRADE
CAPITAL L.P.

RESPONDENTS REDROCK CAMPS INC., SOCKEYE ENTERPRISES INC.,
SWEETWATER HOSPITALITY INC. and BALDR
CONSTRUCTION MANAGEMENT INC.

DOCUMENT **ORDER**

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DATE ON WHICH ORDER WAS PRONOUNCED: February 8, 2021

LOCATION AT WHICH ORDER WAS MADE: Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.M. Jones

UPON the application of Invico Diversified Income L.P. and Invico Trade Capital L.P. (collectively “**Invico**”); **AND UPON** reviewing the Affidavit of David Hawkins affirmed January 26, 2021, filed; **AND UPON** hearing from counsel for each of Invico, Jonk Farms Ltd. (“**Jonk Farms**”) and BDO Canada Limited, in its capacity as the Court-appointed monitor (the

“**Monitor**”) of Redrock Camps Inc. (“**Redrock**”) and the other Respondents, and not in its personal or corporate capacity; **IT IS HEREBY ORDERED THAT:**

1. Redrock shall promptly remit to the Monitor an amount equal to \$286,770.00 (the “**Funds**”), being the aggregate amount that Jonk Farms claims is owing to it by Redrock plus 10% (the “**Jonk Farms Claim**”), which Funds shall be held in trust in an interest bearing account by the Monitor in respect of the Jonk Farms Claim, and shall only be released in accordance with paragraph 5 of this Order, upon further Order of this Court, or in accordance with the written agreement of Jonk Farms, Redrock and Invico.
2. Upon the Monitor giving notice in writing to counsel for Jonk Farms that the Monitor has received and is holding the Funds in trust in accordance with paragraph 1 of this Order (the “**Monitor’s Notice**”), Jonk Farms shall provide immediate and unimpeded access to all of the equipment that is owned by Redrock and stored on Jonk Farms’ lands, including without limitation the equipment listed on **Schedule “A”** to this Order (collectively, the “**Equipment**”), and Redrock shall be entitled to immediately access to such lands in order to (a) prepare the Equipment for transportation, and (b) transport the Equipment as Redrock requires.
3. To the extent that Jonk Farms has an interest, claim or lien attaching to the Equipment securing or assuring payment of the Jonk Farms Claim, from and after the delivery to counsel for Jonk Farms of the Monitor’s Notice, the Funds shall stand in place and stead of the Equipment, and any interest, claim or lien of Jonk Farms in and to the Equipment shall cease to attach to the Equipment and instead shall attach to the Funds. Jonk Farms and Invico may assert their respective claims against the Funds with the same priority as they had with respect to the Equipment immediately prior to the delivery of the Monitor’s Notice. This Order, the remittance of the Funds to the Monitor by Redrock, and Redrock taking possession of the Equipment, shall be without prejudice to:
 - (a) Redrock’s position that Jonk Farms has no interest, lien or claim in or to the Equipment or the Funds; and

- (b) the Jonk Farms Claim and any interest, lien, claim or right of Jonk Farms in or to any of the Equipment prior to the pronouncement of this Order and in and to the Funds hereafter.
4. Jonk Farms shall provide reasonable assistance to Redrock in locating the Equipment. In the event of a dispute between Redrock and Jonk Farms with respect to whether an item of equipment is included in the Equipment, Redrock or Jonk Farms may apply to this Court in these proceedings for a determination of the ownership thereof.
5. In the event that Jonk Farms does not file and serve an application with supporting evidence by way of an Affidavit and any legal argument for claiming entitlement to the Funds by March 5, 2021, or such later date as agreed to by counsel for Jonk Farms, Invico and the Monitor, the Monitor shall return the Funds to Redrock without further Order of the Court.
6. In the event that Jonk Farms objects to the Application of the Monitor filed January 27, 2021 in the within proceedings, or the Application of Invico filed January 27, 2021 in the within proceedings, Jonk Farms shall file and serve any application, supporting evidence by way of an Affidavit and any legal argument by February 11, 2021, and deliver its filed application, affidavit and legal argument to the office of the Honourable Justice Richard A. Neufeld by noon on February 12, 2021.



J.C.Q.B.A.

Schedule “A”

Item	Type	Year	Serial #	Notes/Qty
Britco 44 Person Jack and Jill Dorms	Dorm	2013	13061-1-1-1 to 8	8 individual units
Britco 44 Person Jack and Jill Dorms	Dorm	2013	13061-2-1-2 to 8	8 individual units
Arcticor 4 Unit Skidded Camp	Drill Camp	2006	061254-001, 002, 003 & 006	
Britco built 8 Unit Drill Camp (Chevron)	Drill Camp	2011	11057-1-1 to 8	8 individual units
Bobcat Telehandler - V723	Equipment	2018	B4C311077	
1000 Gal. Skidded Baffled Propane Tank	Equipment		SP-6- 38282A	
1000 Gal. Skidded Baffled Propane Tank	Equipment		SP-7- 38280A	
2000 Gallon Water Tank	Equipment			
Redrock Reefer	Equipment			
Roof and Floor Panels	Equipment			At least 16 of each
Cable Trays	Equipment			16 in total
Trailer Blocks	Equipment			Quantity Unknown
Britco 5 Unit Kitchen/Diner	Kitchen	2011	10077-1 thru 10077-5	
4 Unit Skidded Kitchen	Kitchen	2012	12098-1-1 to 12098-1-4	5 individual units
GNS 12x40 office/safety shack	Office	2005	1240G06066	
Office	Office			Notes from Staff - Broken Window
Rec Room	Rec Room			
Black Diamond Trailer	Trailer			
Grocery Truck	Vehicle			