

COURT FILE NUMBER **2301-03129**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS RAMBRIDGE STRUCTURE & DESIGN LTD.,
BRENT ANDREW PARKER and CHRISTIANA
MAY PARKER

APPLICANT BDO CANADA LIMITED, in its capacity as Court-
appointed receiver and manager of RAMBRIDGE
STRUCTURE & DESIGN LTD.

Clerk's Stamp

DOCUMENT **APPLICATION BY RECEIVER**

**(Approval of Auction Agreement, Sale
Approval and Vesting Order,
Temporary Sealing Order, Approval of
Receiver's Activities)**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY FILING
THIS DOCUMENT

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File No. 440777.000013

NOTICE TO: THE SERVICE LIST ATTACHED AS SCHEDULE "A"

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 26, 2023**
Time **2:00 p.m.**
Where **Calgary Courts Centre (Via WebEx Video Conference)**
Before Whom **The Honourable Justice B. Johnston**

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

REMEDY CLAIMED OR SOUGHT:

1. The Applicant, BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of, among other things, all of the assets, undertakings and property of Rambridge Structure & Design Ltd. (“**Rambridge**”), seeks the following relief:
 - (a) if necessary, deeming service of this Application, together with all supporting materials, to be good and sufficient, abridging the time for service and dispensing with any other service;
 - (b) an Order, substantially in the form as the Auction Approval and Vesting Order attached hereto as **Schedule “B”**, including but not limited to:
 - (i) approving the Auction and Liquidation Services Agreement (the “**Auction Agreement**”) between 2080348 Alberta Ltd. o/a North American Auctions (the “**Auctioneer**” or “**NAA**”) and the Receiver, a copy of which is attached in redacted form to the First Report of the Receiver dated May 17, 2023 (the “**First Report**”) and in unredacted form to the Confidential Supplement to the First Report of the Receiver dated May 17, 2023 (the “**Confidential Supplement**”);
 - (ii) authorizing the Auctioneer to market and sell assets of Rambridge in accordance with the terms of the Auction Agreement; and
 - (iii) upon the Auctioneer completing a sale of asset(s) to a third party purchaser (a “**Sale**”), vesting all of Rambridge’s right, title and interest in such asset(s) in the name of the purchaser (or nominee) free and clear of any and all claims and encumbrances;
 - (c) an Order, substantially in the form as the Approval and Vesting Order attached hereto as **Schedule “C”**, including but not limited to:
 - (i) approving the Purchase and Sale Agreement (the “**Quality PSA**”) between Quality Wholesale Ltd. (“**Quality**”) and the Receiver, a copy of which is attached in redacted form to the First Report and in unredacted form to the Confidential Supplement;

- (ii) approving the proposed transaction contemplated by the Quality PSA (the “**Proposed Quality Transaction**”), pertaining to certain Rambridge trademarks, proprietary recipes and related assets (collectively, the “**IP**”); and
 - (iii) upon the closing of the Proposed Quality Transaction, vesting all of Rambridge’s right, title and interest in the IP in the name of Quality (or nominee) free and clear of any and all security interests, claims, liens and encumbrances;
- (d) an Order, substantially in the form attached hereto as **Schedule “D”**, including but not limited to:
- (i) temporarily sealing the Confidential Supplement; and
 - (ii) approving the actions, conduct and activities of the Receiver as outlined in the First Report, including the Receiver’s Interim Statement of Receipts and Disbursements as attached to the First Report; and
- (e) such further and other relief as counsel may request and this Honourable Court may deem just and appropriate.

GROUND FOR MAKING THIS APPLICATION:

Background

2. Rambridge was a manufacturer and wholesale distributor of indoor/ outdoor garden and greenhouse goods, with a focus on supplying full-scale lighting inventory to commercial greenhouses, cannabis companies, and/or other independent retailers. More recently, Rambridge began exploring business opportunities in vertical farming.
3. Rambridge’s primary secured lender is the Royal Bank of Canada (“**RBC**”). Rambridge defaulted on its obligations under loan and security agreements with RBC; and, on or about January 31, 2023, RBC issued demands to Rambridge. Rambridge failed to comply with the demands. As at March 3, 2023, Rambridge was indebted to RBC in the amount of \$3,028,772.
4. On March 17, 2023 (the “**Receivership Date**”), RBC applied to this Honourable Court for the appointment of BDO as Receiver of all the assets, undertakings and property of Rambridge, and

certain real property owned by Rambridge's principals located in Sicamous, British Columbia. This Honourable Court granted the receivership order sought (the "**Receivership Order**").

5. As at the Receivership Date, Rambridge's principal assets comprised inventory, including such things as hydroponic lighting products, humidifiers/fans and environmental greenhouse controls, plant nutrients, additives and fertilizers, and other miscellaneous indoor and outdoor garden products. The majority of the inventory is located at space leased by Rambridge in Southeast Calgary (the "**Calgary Premises**").

Receiver's Sales Process

6. As is more fully set out in the First Report, on or about April 4, 2023, the Receiver commenced a sales process ("**Sales Process**") in respect of Rambridge's property at the Calgary Premises. In particular, through preparing and issuing a Request for Proposal ("**RFP**") and an Asset Tender Package ("**Tender Package**"), the Receiver solicited auction proposals and offers to purchase with respect to Rambridge's property.
7. The Sale Process had a proposal/ bid deadline of April 25, 2023, having regard to the significant holding costs associated with any longer sale and marketing process and given the nature of the property marketed.
8. During the Sales Process, the Receiver responded to queries from various interested parties, facilitated several attendances at the Calgary Premises for interested parties to view assets, among other marketing and sales activities.
9. In the result, as summarized in the Confidential Supplement, the Receiver received offers or proposals during April 2023, which the Receiver analyzed. Ultimately, the Receiver selected the auction proposal of NAA as being the superior proposal or offer, and negotiated the Auction Agreement, as detailed below and more fully in the First Report and the Confidential Supplement, as applicable.

Auction Approval and Vesting Order

10. As a result of the Sales Process, on or about May 16, 2023, the Receiver entered into the Auction Agreement with the Auctioneer for the auction sale of most of Rambridge's inventory and equipment located at the Calgary Premises, as more particularly set out in Schedule "A" to the Auction Agreement (the "**Assets**").

11. The material terms of the Auction Agreement include, among other things, the following:
 - (a) the Auction Agreement is subject to approval of this Honourable Court;
 - (b) the Auctioneer shall carry out an online auction with respect to the Assets, which shall take place within 60 days of Court approval;
 - (c) the Auctioneer shall pay a net minimum guarantee amount (“NMG”) to the Auctioneer, which entitles the Receiver to a minimum amount of proceeds regardless of the outcome of the auction;
 - (d) any proceeds from sales of the Assets through the auction, exceeding the NMG, shall be divided between the Receiver and the Auctioneer in the proportions set out in the Auction Agreement; and
 - (e) the Auctioneer shall pay a deposit to the Receiver.

12. In all the circumstances, the Receiver considers that the Auction Agreement, and auction contemplated therein, to be commercially fair and reasonable, and value maximizing. In particular, and without limitation:
 - (a) the NMG is the highest form of offer or proposal submitted pursuant to the Sales Process;
 - (b) the value of the Assets will ultimately be determined by the auction, a competitive method to market and sell the Assets; however, the NMG also mitigates the downside risk to the Receiver and ultimately RBC, the primary economic stakeholder;
 - (c) as a result of the Sales Process, as well as the proposed auction, significant effort will have been expended to maximize realizations for stakeholders;
 - (d) the Sales Process was conducted efficiently, with integrity and provided sufficient exposure to both auctioneers and other potential parties through the combined Tender Package/ RFP process;
 - (e) there has been no unfairness in the Sales Process or in the negotiation of the Auction Agreement;

- (f) RBC, the primary stakeholder, is supportive of the Auction Agreement and proposed auction of the Assets;
 - (g) the Auctioneer is an experienced and licenced auctioneer and, in the Receiver's view, capable of carrying out and successfully performing the Auction; and
 - (h) it is unlikely that further marketing efforts would result in any better offer or transaction for the Assets, given the Receiver's significant efforts to date.
13. Accordingly, the Receiver respectfully seeks this Court's approval of the Auction Agreement and related vesting relief to facilitate the auction and Sales contemplated therein.

Approval of Proposed Quality Transaction

14. In addition, the Receiver received an offer from Quality, whereby Quality offered to acquire the IP, which was otherwise not subject to the Auction Agreement and proposed auction.
15. Accordingly, the Receiver has negotiated the Quality PSA, which is subject to approval by this Honourable Court.
16. Like the Auction Agreement, the Receiver considers that the Quality PSA and Proposed Quality Transaction are commercially fair and reasonable, and value maximizing in the circumstances. In particular, and without limitation:
- (a) the Proposed Quality Transaction is the best offer for the sale of the IP, and will ensure value is maximized for Rambridge's stakeholders;
 - (b) the market for the IP has been sufficiently tested through the Sales Process; and
 - (c) Quality has paid a deposit to the Receiver and demonstrated itself capable of closing the proposed transaction.
17. Thus, the Receiver respectfully seeks this Court's approval of the Quality PSA, approval of the Proposed Quality Transaction, and related vesting relief to facilitate same.

Temporary Sealing Order for the Confidential Supplement

18. As described, the Receiver has submitted the Confidential Supplement in support of the within Application. The Confidential Supplement contains confidential and commercially sensitive information of the receivership estate and the Rambridge property, including (a) a summary of the proposals/ offers received by the Receiver, (b) the financial terms of the Auction Agreement, and (c) the financial terms of the Quality PSA.
19. Such information, if disseminated before the conclusion of the auction and the closing of the Quality Transaction, would materially and negatively affect the Receiver's ability to realize upon the property of Rambridge. Therefore, public access to the Confidential Supplement poses a serious risk to an important public interest, being the orderly and effective liquidation of the receivership assets with a view to maximizing value for the stakeholders.
20. The Receiver requests that the Confidential Supplement be subject to a temporary Sealing Order, which shall expire 60-days after the Receiver's discharge. The temporary Sealing Order sought is necessary to prevent harm and risk to the Receiver's realization efforts, and is least restrictive alternative available in the circumstances.
21. The salutary effects of temporarily restricting public access to the Confidential Supplement outweigh any deleterious effects.

Approval of Receiver's Activities

22. Finally, the Receiver respectfully submits that its actions, conduct and activities to date, as set out in the First Report, have been carried out diligently and prudently, in good faith, in a commercially reasonable manner, and should be approved.
23. Similarly, the Receiver's Interim Statement of Receipts and Disbursements should be approved and ratified by this Honourable Court.
24. Such further or other grounds as counsel may advise and this Honourable Court may permit.

MATERIAL OR EVIDENCE TO BE RELIED ON:

25. The First Report of the Receiver, dated May 17, 2023.
26. The Confidential Supplement to the First Report, dated May 17, 2023.

27. Such further and other material or evidence as counsel may advise and this Honourable Court may permit.

APPLICABLE RULES:

28. *Alberta Rules of Court*, AR 124/2010.

29. *Bankruptcy and Insolvency General Rules*, CRC, c 368.

Applicable Acts and Regulations:

30. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.

31. *Judicature Act*, RSA. 2000, c. J-2.

32. 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:

33. N/A

HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

34. Before the Honourable Madam Justice B. Johnston, via WebEx video conference, with some or all of the parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the Applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

Service List

(see attached)

COURT FILE NUMBER 2301-03129
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS RAMBRIDGE STRUCTURE & DESIGN INC., BRENT ANDREW PARKER and CHRISTIANA MAY PARKER
DOCUMENT SERVICE LIST

SERVICE RECIPIENT	RECIPIENT STATUS	DELIVERED BY
Borden Ladner Gervais LLP Centennial Place, East Tower 1900, 520 – 3 Avenue SW Calgary, AB T2P 0R3 Attention: Jack R. Maslen Email: jmaslen@blg.com Attention: Tiffany E. Bennett Email: tibennett@blg.com	Counsel for BDO Canada Limited, as receiver and manager of Rambridge Structure & Design Ltd.	Email
BDO Canada Limited 110, 5800 – 2 nd Street SW Calgary, AB T2H 0H2 Attention: Kevin Meyler Email: kmeyler@bdo.ca Attention: Breanne Scott Email: brscott@bdo.ca	Receiver and Manager of Rambridge Structure & Design Ltd.	Email

SERVICE RECIPIENT	RECIPIENT STATUS	DELIVERED BY
<p>Cassels Brock & Blackwell LLP Suite 3810, Bankers Hall West 888 3 Street SW Calgary, AB T2P 5C5</p> <p>Attention: Jeffrey Oliver Email: JOliver@cassels.com</p> <p>Attention: Danielle Marechal Email: DMarechal@cassels.com</p> <p>Attention: Natalie Thompson Email: nthompson@cassels.com</p>	<p>Counsel to Royal Bank of Canada</p>	<p>Email</p>
<p>Royal Bank of Canada 5th Floor, 335 8th Avenue SW Calgary, AB T2P 1C9</p> <p>Attention: Alice P. Chan Email: alice.p.chan@rbc.com</p>	<p>Plaintiff, Royal Bank of Canada</p>	<p>Email</p>
<p>Van der lee Law 1333 8th Street SW Calgary, AB T2R 1M6</p> <p>Attention: Sean van der Lee Email: sean@vanderleelaw.ca</p>	<p>Counsel to the Defendant – Rambridge Structure & Design Ltd.</p>	<p>Email</p>
<p>Brent Andrew Parker 8, 8009 57 Street SE Calgary, AB T2C 5K7</p> <p>104 Mount Cascade Close SE Calgary, AB T2K 2K5</p> <p>603, 236 Mara Lake Sicamous Lake, BC V0E 2V1</p> <p>Email: brentparker@rambridge.com</p>	<p>Defendant</p>	<p>Email</p>

SERVICE RECIPIENT	RECIPIENT STATUS	DELIVERED BY
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<p>Canada Revenue Agency 220 4 Ave SE Calgary, AB T2G 0L1</p> <p>Fax: 403-264-5843</p>		<p>Courier</p>
<p>Canada Revenue Agency c/o Surrey National Verification and Collection Centre 9755 King George Blvd Surrey, BC V3T 5E1</p> <p>Fax: 1-866-219-0311</p>		<p>Courier</p>
<p>Department of Justice Canada Prairie Regional Office – Edmonton 300 Epcor Tower 10423 101 St NW Edmonton, AB T5H 0E7</p> <p>Email: agc_pgc_alberta@justice.gc.ca</p>	<p>Potential counsel to Canada Revenue Agency</p>	<p>Email</p>
<p>Xerox Canada Ltd. 20 York Mills Road, Suite 500 Box 700 Toronto, ON M2P 2C2</p> <p>Email: cancreditdept@xerox.com</p>	<p>PPR Registrant (Rambridge)</p>	<p>Email</p>

SERVICE RECIPIENT	RECIPIENT STATUS	DELIVERED BY
<p>Meridian OneCap Credit Corp. Suite 1500, 4710 Kingsway Burnaby, BC V5H 4M2</p> <p>Email: absecparties@avssystems.ca</p>	<p>PPR Registrant (Rambridge)</p>	<p>Email</p>
<p>Tricor Lease & Finance Corp. PO Box 397 Burlington, ON L7R 3Y3</p> <p>Email: absecparties@avssystems.ca</p>	<p>PPR Registrant (Rambridge)</p>	<p>Email</p>
<p>Advantage Ford Sales Ltd. 12800 Macleod Trail SE Calgary, AB T2J 7E5</p> <p>Email: absecparties@avssystems.ca</p>	<p>PPR Registrant (Rambridge)</p>	<p>Email</p>
<p>TD Auto Finance (Canada) Inc. PO Box 4086, Station A Toronto, ON M5W 5K3</p> <p>Email: collateral.guard@teranet.ca</p>	<p>PPR Registrant (Parkers)</p>	<p>Email</p>
<p>Ford Credit Canada Leasing Box 1800, RPO Lakeshore West Oakville, ON L6K 0J8</p> <p>Email: albertaprod@teranet.ca</p>	<p>PPR Registrant (Christiana Parker)</p>	<p>Email</p>
<p>Netled Ltd. Annanmaankuja 2 A 2 FI-33960 Pirkkala Finland</p> <p>Attention: Niko Kurumaa Email: niko.kurumaa@netled.fi</p>		<p>Email</p>

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<p>The Canada Life Assurance Company and The Canada Life Insurance Company of Canada c/o GWL Realty Advisors Inc. Suite 1900, 530 – 8th Avenue SW Calgary, AB T2P 3S8</p> <p>Email: Christine.Bullock@gwlra.com</p> <p>Email: Stephen.burnie@gwlra.com</p>	<p>Alberta Landlord</p>	<p>Email</p>
<p>RPMG Holdings Ltd. c/o Onni Group of Companies #200 – 1010 Seymour Street Vancouver, BC V6B 3M6</p> <p>Attention: Zainey Elkatib Email: zelkatib@onni.com</p> <p>Attention: Calvin Pazdirek Email: cpazdirek@onni.com</p>	<p>BC Landlord</p>	<p>Email</p>
<p>Alberta Justice Alberta Finance & Treasury Legal Team Legal Services Division 2nd Floor, Peace Hills Trust 10011 – 109 Street Edmonton, AB T5J 3S8</p> <p>Email: scott.chen@gov.ab.ca</p> <p>Email: rachelle.sorgiovanni@gov.ab.ca</p>		<p>Courier and Email</p>

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<p>Carscallen LLP 900, 332 6th Avenue SW Calgary, AB T2P 0B2</p> <p>Attention: Aicha L. Kouyate Email: Kouyate@carscallen.com</p>	<p>Counsel for Dutch Lighting Innovations Inventory</p>	<p>Email</p>
<p>Gowling WLG (Canada) LLP Suite 1600, 421 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Attention: Sam Gabor Email: sam.gabor@gowlingwlg.com</p>	<p>Counsel for HGA International B.V.</p>	<p>Email</p>
<p>2080348 Alberta Ltd. (o/a North American Auction) PO Box 53 Langdon, AB T0J 1X0</p> <p>Attention: Rene Hajas Email: rene@icbworldtrade.ca</p>	<p>Proposed Auctioneer</p>	<p>Email</p>
<p>Quality Wholesale Limited 7575 North Fraser Way Burnaby, British Columbia, V5J 4Z3</p> <p>Email: reno@qualitywholesale.ca Email: steve@qualitywholesale.ca Email: michael@qualitywholesale.ca</p>		<p>Email</p>

SERVICE LIST EMAIL ADDRESSES

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SCHEDULE "B"

Proposed Auction Approval and Vesting Order

(see attached)

COURT FILE NUMBER **2301-03129**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS RAMBRIDGE STRUCTURE & DESIGN LTD., BRENT
ANDREW PARKER and CHRISTIANA MAY PARKER

APPLICANT BDO CANADA LIMITED, in its capacity as Court-appointed
receiver and manager of RAMBRIDGE STRUCTURE &
DESIGN LTD.

DOCUMENT **AUCTION APPROVAL AND VESTING
ORDER**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY FILING
THIS DOCUMENT Jack R. Maslen / Tiffany E. Bennett
Borden Ladner Gervais LLP
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Email: JMaslen@blg.com / TiBennett@blg.com
File No. 440777.13

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: **MAY 26, 2023**

LOCATION WHERE ORDER WAS PRONOUNCED: **CALGARY, ALBERTA**

NAME OF JUSTICE WHO MADE THIS ORDER: **THE HONOURABLE JUSTICE
B. JOHNSTON**

UPON THE APPLICATION of BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of, among other things, all of the assets, undertakings, and properties of Rambridge Structure & Design Ltd. (“**Rambridge**” or the “**Debtor**”) for, among other things, an Order (a) approving an Auction and Liquidation Services Agreement (the “**Auction Agreement**”) between the Receiver and 2080348 Alberta Ltd. o/a North American Auctions (the “**Auctioneer**”), which is appended (in redacted form) to the First Report of the Receiver dated May 17, 2023 (the “**First Report**”) and appended (in unredacted form) to the Confidential Supplement to the First Report of the Receiver dated May 17, 2023 (the “**Confidential Supplement**”), and (b) providing for the vesting of the Debtor’s right,

title and interest in and to the Assets (as defined in the Auction Agreement) in any person or persons who purchase any of the Assets pursuant to the Auction Agreement (each a “**Purchaser**”);

AND UPON HAVING READ the Application, the First Report, the Confidential Supplement, the Receivership Order granted by the Honourable Justice B. Johnston on March 17, 2023 (the “**Receivership Order**”), the Affidavit of Service of Jennifer Gorrie, and such other materials filed in the within proceedings as deemed necessary;

AND UPON HAVING HEARD the submissions of counsel for the Receiver, and any other interested parties in attendance at the hearing of this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

GENERAL

1. The time for service of the within Application, and supporting materials thereof, is hereby deemed and declared to be good and sufficient, and this Application is properly returnable today. Any other service of the within Application is hereby dispensed with.
2. Unless otherwise indicated, capitalized terms used herein shall have the meanings given to them in the Auction Agreement.

APPROVAL OF THE AUCTION AGREEMENT

3. The Auction Agreement (including all schedules attached thereto) is hereby authorized and approved, and the execution of the Auction Agreement by the Receiver is hereby approved and ratified. Without limiting the generality of the foregoing, the terms of the Auction Agreement, including but not limited to the NMG, are hereby approved. The Receiver is hereby authorized and directed to take such additional steps, and execute such additional documents, as may be necessary or desirable to carry out and give effect to the Auction Agreement.

AUCTION AND SALE OF ASSETS

4. The Auctioneer is authorized to auction, market and sell the Assets in accordance with the terms of the Auction Agreement (in each case a “**Sale**”). The Sales shall be free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, reservations of title, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement,

charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing (collectively, the “**Encumbrances**”):

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

VESTING OF ASSETS

- 5. Upon the Auctioneer completing a Sale to a Purchaser, and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of the purchase to such Purchaser (a “**Purchaser Bill of Sale**”):
 - (a) all of the Debtor’s right, title and interest in and to the Assets, as applicable, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all Claims, and any and all Encumbrances affecting or relating to such Assets shall be expunged and discharged as against such Assets;
 - (b) the Debtor and all persons who claim by, through or under the Debtor in respect of the Assets, as applicable, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee); and
 - (c) the Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
- 6. Nothing herein shall discharge the obligations of the Auctioneer pursuant to the Auction Agreement, or the rights or claims of the Receiver in respect thereof, including but not limited to

the obligations of the Auctioneer to account for and remit the proceeds of the Sales (the “**Sale Proceeds**”) to the Receiver in accordance with the terms of the Auction Agreement. Without limiting the generality of the foregoing, the Receiver is hereby authorized to distribute, and/or permit the Auctioneer to retain, such amounts or portions of the Sale Proceeds, in accordance with the terms of the Auction Agreement.

7. From and after the closing of a Sale, the Receiver is hereby authorized to take all such steps as may be necessary to effect the discharge of any security registration or registrations relating to Claims registered against the Assets, including Encumbrances, as may be necessary, provided that the Receiver shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Assets, and the Receiver shall be authorized to take any further steps by way of further application to this Court.
8. Upon delivery of a Purchaser Bill of Sale, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities, including but not limited to the respective registrars of the Alberta and British Columbia Personal Property Registries (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Purchaser Bill of Sale and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser (or its nominee) clear title to the Assets.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Auction Agreement. Presentment of this Order and a Purchaser Bill of Sale shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Assets of any Claims, including the Encumbrances.
10. No authorization, approval, or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery, and performance by the Receiver of the Auction Agreement.
11. For the purposes of determining the nature and priority of Claims, the monies payable to the Receiver under the Auction Agreement from the Sales shall stand in the place and stead of the Assets, and from and after the delivery of the Purchaser Bill of Sale, all Claims and Encumbrances, as applicable, shall attach and be charged to the net Sale Proceeds from the Sales with the same

priority as they had with respect to the Assets immediately prior to the Sales, as if the Assets had not been sold.

MISCELLANEOUS MATTERS

12. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c.B-3, as amended (the “*BIA*”), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

the vesting of Assets in a Purchaser (or its nominee) pursuant to this Order 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 transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* 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.

13. The Receiver, the Auctioneer, and any Purchaser (or nominee) and any other interested party shall be at liberty to apply for advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order, the Auction Agreement, and/or to assist and aid the parties in closing any Sale pursuant to the Auction.

14. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an

officer of the 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.

15. Except for any breach of its obligations under the Auction Agreement, or its gross negligence or willful misconduct, the Auctioneer shall incur no liability or obligation in carrying out the terms of the Auction Agreement and this Order, and the Auctioneer shall have the benefit of the stay and all indemnities, limitations of liability and other protections afforded to the Receiver under the Receivership Order and at law. The stay, indemnities, limitations of liability and other protective provisions in the Receivership Order shall not be lifted, suspended or amended, as they apply to the Auctioneer, except with the written consent of the Auctioneer or leave of this Court.

16. 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;

(ii) 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 at <https://www.bdo.ca/en-ca/extranets/rambridge>

and service on any other person is hereby dispensed with.

17. 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 King's Bench of Alberta

SCHEDULE "C"

Proposed Approval and Vesting Order

(see attached)

COURT FILE NUMBER **2301-03129**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS RAMBRIDGE STRUCTURE & DESIGN LTD., BRENT
ANDREW PARKER and CHRISTIANA MAY PARKER

APPLICANT BDO CANADA LIMITED, in its capacity as Court-appointed
receiver and manager of RAMBRIDGE STRUCTURE &
DESIGN LTD.

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY FILING
THIS DOCUMENT Jack R. Maslen / Tiffany E. Bennett
Borden Ladner Gervais LLP
1900, 520 – 3rd Avenue SW
Calgary, AB T2P 0R3
Telephone: (403) 232-9790 / 9199
Facsimile: (403) 266-1395
Email: JMaslen@blg.com / TiBennett@blg.com
File No. 440777.13

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: **MAY 26, 2023**

LOCATION WHERE ORDER WAS PRONOUNCED: **CALGARY, ALBERTA**

NAME OF JUSTICE WHO MADE THIS ORDER: **THE HONOURABLE JUSTICE
B. JOHNSTON**

UPON THE APPLICATION of BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of, among other things, all of the assets, undertakings and property of Rambridge Structure & Design Ltd. (“**Rambridge**” or the “**Debtor**”) for, among other things, an Order (a) approving a Purchase and Sale Agreement (the “**PSA**”) between the Receiver and Quality Wholesale Ltd. (“**Quality**” or the “**Purchaser**”), which is appended (in redacted form) to the First Report of the Receiver dated May 17, 2023 (the “**First Report**”) and appended (in unredacted form) to the Confidential Supplement to the First Report of the Receiver dated May 17, 2023 (the “**Confidential Supplement**”) and the sale transaction contemplated therein (the “**Transaction**”), and (b) providing for the vesting of the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the PSA) in Quality;

AND UPON HAVING READ the Application, the First Report, the Confidential Supplement, the Receivership Order granted by the Honourable Justice B. Johnston on March 17, 2023 (the “**Receivership Order**”), the Affidavit of Service of Jennifer Gorrie, and such other materials filed in the within proceedings as deemed necessary;

AND UPON HAVING HEARD the submissions of counsel for the Receiver, and any other interested parties in attendance at the hearing of this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the within Application, and supporting materials thereof, is hereby deemed and declared to be good and sufficient, and this Application is properly returnable today. Any other service of the within Application is hereby dispensed with.

CAPITALIZED TERMS

2. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the PSA.

APPROVAL OF THE PSA AND THE TRANSACTION

3. The PSA (including all schedules attached thereto) and the Transaction are hereby approved, and the execution of the PSA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon the delivery of a Receiver’s Certificate to the Purchaser (or its nominee), substantially in the form attached as **Schedule “A”** hereto (the “**Receiver’s Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets listed in **Schedule “B”** hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, reservations of title, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other

claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

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

(all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “C”** (collectively, “**Permitted Encumbrances**”). For greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. Upon delivery of the Receiver’s Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the PSA. Presentment of this Order and the Receiver’s Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the PSA.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. The Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The 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, through or against the Debtor.

12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

14. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c.B-3, as amended (the "*BIA*"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the *BIA* 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.

15. The Receiver, the Purchaser (or its nominee) and any other interested party shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.

17. 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;

(ii) 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 at <https://www.bdo.ca/en-ca/extranets/rambridge>

and service on any other person is hereby dispensed with.

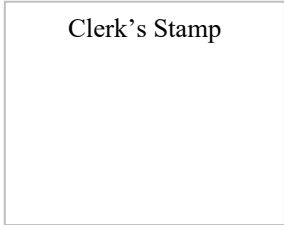
18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

SCHEDULE “A”

FORM OF RECEIVER’S CERTIFICATE

COURT FILE NUMBER	2301-03129
COURT	COURT OF KING’S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	RAMBRIDGE STRUCTURE & DESIGN LTD., BRENT ANDREW PARKER and CHRISTIANA MAY PARKER
APPLICANT	BDO CANADA LIMITED, in its capacity as Court-appointed receiver and manager of RAMBRIDGE STRUCTURE & DESIGN LTD.



DOCUMENT **RECEIVER’S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Jack R. Maslen / Tiffany E. Bennett Borden Ladner Gervais LLP 1900, 520 – 3 rd Avenue SW Calgary, AB T2P 0R3 Telephone: (403) 232-9790 / 9199 Facsimile: (403) 266-1395 Email: JMaslen@blg.com / TiBennett@blg.com File No. 440777.13
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RECITALS

- A. Pursuant to an Order of the Honourable Justice B.B. Johnston of the Court of King’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated March 17, 2023, BDO Canada Limited was appointed as the receiver (the “**Receiver**”) of the assets, undertaking and property of Rambridge Structure & Design Ltd. (the “**Debtor**”).

- B. Pursuant to an Order of the Court dated May 26, 2023, the Court approved the Purchase and Sale Agreement made as of May 17, 2023 (the “**Sale Agreement**”) between the Receiver and Quality Wholesale Ltd. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (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 has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

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;
2. The conditions to Closing as set out in section [●] of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

BDO Canada Limited, solely in its capacity as Receiver of the Debtor and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

PURCHASED ASSETS

The Purchased Assets consist of the "Purchased Assets" as defined in the PSA, including as set out in Schedule "A" to the PSA.

SCHEDULE "C"

PERMITTED ENCUMBRANCES

Nil.

SCHEDULE "D"

Proposed Order for Various Relief

(see attached)

COURT FILE NUMBER **2301-03129**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS RAMBRIDGE STRUCTURE & DESIGN LTD., BRENT
ANDREW PARKER and CHRISTIANA MAY PARKER

APPLICANT BDO CANADA LIMITED, in its capacity as Court-appointed
receiver and manager of RAMBRIDGE STRUCTURE &
DESIGN LTD.

DOCUMENT **ORDER FOR VARIOUS RELIEF**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION
OF PARTY FILING
THIS DOCUMENT

Jack R. Maslen / Tiffany E. Bennett
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1900, 520 – 3rd Avenue SW
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Telephone: (403) 232-9790 / 9199
Facsimile: (403) 266-1395
Email: JMaslen@blg.com / TiBennett@blg.com
File No. 440777.13

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: MAY 26, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

**NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE JUSTICE
B. B. JOHNSTON**

UPON THE APPLICATION of BDO Canada Limited, in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of, among other things, all of the assets, undertakings, and properties of Rambridge Structure & Design Ltd. (“**Rambridge**” or the “**Debtor**”) for, among other things, Orders (a) approving an Auction and Liquidation Services Agreement between the Receiver and 2080348 Alberta Ltd. o/a North American Auctions, (b) approving a Purchase and Sale Agreement between the Receiver and Quality Wholesale Ltd., (c) temporarily sealing the Confidential Supplement to the First Report of the Receiver dated May 17, 2023 (the “**Confidential Supplement**”) and restricting access thereto until after the discharge of the Receiver, and (d) approving the Receiver’s actions, conduct and activities to date;

AND UPON HAVING READ the Application, the First Report of the Receiver dated May 17, 2023, the Confidential Supplement, the Receivership Order granted by the Honourable Justice B. Johnston on March 17, 2023 (the “**Receivership Order**”), the Affidavit of Service of Jennifer Gorrie, and such other materials filed in the within proceedings as deemed necessary;

AND UPON HEARING FROM COUNSEL for the Receiver and counsel for any other interested parties appearing at the hearing of this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the within Application, and supporting materials thereof, is hereby deemed and declared to be good and sufficient, and this Application is properly returnable today. Any other service of the within Application is hereby dispensed with.

TEMPORARY SEALING AND RESTRICTED ACCESS

2. The Confidential Supplement shall be sealed on the Court file, kept confidential, and shall not be available for public inspection until sixty (60) days after the Receiver has been discharged or such earlier time as the Receiver may determine appropriate, unless or until an application is made to modify or vary this Order pursuant to paragraph 5 hereof.
3. The Clerk of the Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS, BEING THE CONFIDENTIAL SUPPLEMENT TO THE FIRST REPORT OF THE RECEIVER DATED MAY 17, 2023 (THE “**CONFIDENTIAL MATERIALS**”) PURSUANT TO THE RESTRICTED ACCESS AND SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE B. JOHNSTON ON MAY 26, 2023. THE CLERK OF THE COURT SHALL NOT RELEASE THE CONFIDENTIAL MATERIALS TO THE PUBLIC UNTIL SIXTY (60) DAYS AFTER THE RECEIVER IS DISCHARGED.

4. The Receiver is empowered and authorized, but not directed and not required, to provide the Confidential Supplement (or any portion thereof or information contained therein) to any interested party, entity or person that the Receiver considers reasonable in the circumstances, subject to confidentiality arrangements satisfactory to the Receiver.

5. Leave is hereby granted to any person affected by this Order to apply to this Honourable Court for a further order modifying or varying the terms of paragraphs 2 to 4 hereof, with such application to be brought on no less than 7 days' notice to the Receiver and any other affected party pursuant to the *Alberta Rules of Court*.

APPROVAL OF THE RECEIVER'S ACTIVITIES

6. The actions, conduct and activities of the Receiver taken to date, as particularized in the First Report, are hereby approved and confirmed.
7. Without limiting the generality of paragraph 6 hereof, the Receiver's Interim Statement of Receipts and Disbursements, as attached to the First Report, is hereby approved and confirmed.

MISCELLANEOUS

8. Service of this Order shall be deemed good and sufficient by serving the same on the persons listed to the Service List (attached as Schedule "A" to the Application) and by posting a copy of this Order on the Receiver's website at <https://www.bdo.ca/en-ca/extranets/rambridge>.
9. No other person shall be entitled to be served with a copy of this Order.
10. 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 King's Bench of Alberta