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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.

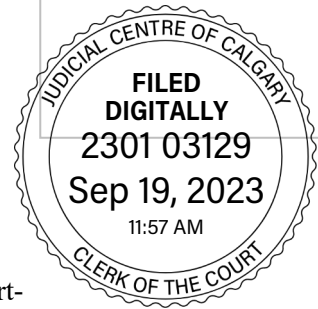
DOCUMENT

**APPROVAL AND VESTING ORDER  
(Sale by Receiver)**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY FILING  
THIS DOCUMENT

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File No. 440777.13

Clerk's Stamp



**DATE ON WHICH ORDER WAS PRONOUNCED:**

**SEPTEMBER 18, 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 all of the assets, undertakings, and properties of Rambridge Structure & Design Ltd. (the “**Debtor**”), and of the real property municipally described as Unit 605, 326 Mara Lake, Sicamous, British Columbia, which is owned by Brent Parker and Christiana Parker (collectively, the “**Parkers**”) for, among other things, an order approving the sale transaction (the “**Transaction**”) contemplated by the Contract of Purchase and Sale dated July 12, 2023 (the “**Sale Agreement**”), between the Receiver and Brian Andrew Ellis and Melissa Dawn Ellis (together, the “**Purchaser**”), a redacted copy of which is appended as Appendix “C” to the Second Report of the Receiver dated September 11, 2023 (the “**Second Report**”) and an unredacted copy of which is appended as Appendix “B” to the Confidential

Supplement to the Second Report dated September 11, 2023 (the “**Confidential Supplement**”), and vesting in the Purchaser (or its nominee) the Parkers’ right, title and interest in and to the assets described in the Sale Agreement (the “**Property**”);

**AND UPON HAVING READ** the Receivership Order dated March 17, 2023 (the “**Receivership Order**”), the Second Report, the Confidential Supplement, and the Affidavit of Service of Jennifer Gorrie;

**AND UPON HAVING HEARD** the submissions of counsel for the Receiver, and any other counsel or interest parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The Transaction is hereby approved and execution of the Sale Agreement 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 Property to the Purchaser (or its nominee).

**VESTING OF PROPERTY**

3. Upon delivery of a Receiver’s certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Receiver's Closing Certificate**”), all of the Parkers’ right, title and interest in and to the Property, which is listed in **Schedule “B”**, 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, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, 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), the *Personal Property Security Act* (British Columbia) or any other personal property registry system; and
- (c) those Claims listed in **Schedule “C”** hereto,

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 “D”** (collectively, the “**Permitted Encumbrances**”),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Property are hereby expunged, discharged and terminated as against the Property.

- 4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities, in the province of Alberta or British Columbia or any other province (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing 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 Property subject only to Permitted Encumbrances.
- 5. In order to effect the transfers and discharges described above in paragraph 4, 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 Sale Agreement. Presentment of this Order and the Receiver’s Closing 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 the Property of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 6. Without in any limiting the generality of paragraphs 4 or 5 above, upon presentation for registration in the British Columbia Land Title Office for the Land Title District of Kamloops of a certified

copy of this Order, together with a letter from Receiver's counsel, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:

- (a) enter the Purchaser (or its nominee) as the owner of the Property, as identified in **Schedule “B”** hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Property, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of the Purchaser (or its nominee) in and to the Property is a good, safe holding and marketable title and directs the British Columbia Registrar of Land Titles to register indefeasible title in favour of the Purchaser (or its nominee) as aforesaid; and
  - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Property all of the registered Claims as set out in **Schedule “C”** hereto, save and except for those Permitted Encumbrances listed in **Schedule “D”**.
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 Property is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
  8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Property (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Property from and after delivery of the Receiver’s Closing 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 Property and may be asserted against the net proceeds from sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
  9. 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 Property without further order of this Court, provided however that (a) 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, and (b) the Receiver (or its legal counsel, as the case may be) is hereby authorized and directed to distribute the following amounts from the net proceeds from the sale of the Property without further order of this Court:

- (a) by paying the amount (if any) owing to District of Sicamous (the “**Municipality**”), on account of municipal property taxes, assessments, penalties and interest and any other charges owing to the Municipality with respect to the Property which (i) rank in priority to the mortgages of Royal Bank of Canada and which (ii) are the responsibility of the Receiver under the Sale Agreement;
  - (b) by paying the amount (if any) for strata fees and arrears of strata fees and any other amounts for which (i) the strata corporation has priority in connection with the Property under the *Strata Property Act*, SBC 1998, c 43 and which (ii) are the responsibility of the Receiver under the Sale Agreement;
  - (c) by paying to Canada Revenue Agency, the amount of any Goods and Services Tax (“**GST**”), if any, payable by the Receiver under the Sale Agreement;
  - (d) by paying the real estate commissions, and the GST thereon (if any), to the relevant agent(s) involved in the Transaction, as contemplated by the Sale Agreement; and
  - (e) distributing to Royal Bank of Canada such amounts to fully discharge its mortgage registered against the Lands on February 25, 2021 under Registration No. CA8799266 in the approximate amount of \$399,092.
10. Upon completion of the Transaction, the Debtor and the Parkers, as applicable, and all persons who claim by, through or under the Debtor or the Parkers, in respect of the Property, and all persons or entities having any Claims of any kind whatsoever in respect of the Property, 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 Property, and to the extent that any such persons or entities remain in the possession or control of any of the Property, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Property, 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 Property for its own use and benefit without any interference of or by the Debtor or the Parkers, or any person claiming by, through or against the Debtor or the Parkers, as the case may be.
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 Closing 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*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor or the Parkers, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor or the Parkers; and
  - (d) the provisions of any federal or provincial statute,

the vesting of the Property 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 or the Parkers, and shall not be void or voidable by creditors of the Debtor or the Parkers, 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 direction 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, including without limitation the Supreme Court of British Columbia, 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; and
    - (ii) any other parties attending or represented at the application for this Order;
  - (b) Posting a copy of this Order on the Receiver's website at:  
<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/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.

*BB Johnston*

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Justice of the Court of King's Bench of Alberta

## SCHEDULE "A"

### FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER	<b>2301-03129</b>	Clerk's Stamp
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	<b>RECEIVER'S CERTIFICATE</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Jack R. Maslen / Tiffany E. Bennett Borden Ladner Gervais LLP 1900, 520 – 3 <sup>rd</sup> 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	

#### 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**") and of the real property municipally described as Unit 605, 326 Mara Lake Lane Sicamous British Columbia (the "**Lands**") which is owned by Brent Parker and Christiana Parker (collectively, the "**Parkers**").
- B. Pursuant to an Order of the Court dated September 18, 2023, the Court approved the Contract of Purchase and Sale dated July 12, 2023 (the "**Sale Agreement**") between the Receiver and Brian Andrew Ellis and Melissa Dawn Ellis (collectively, the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of the Debtor's and Parkers' right, title and interest in and to the



Property (as defined in the Sale Agreement), which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchaser (or its nominee) of a certificate confirming (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Property; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and (iii) the sale 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 Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The sale 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 of the Lands and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE "B"**

**PROPERTY**

The Property purchased by the Purchaser (or its nominee) means the lands municipally described as Unit 605, 326 Mara Lake Lane, Sicamous, British Columbia, and legally described as:

PARCEL IDENTIFIER: 027-956-504

STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT, STRATA PLAN EPS104 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

## **SCHEDULE “C”**

### **CLAIMS**

The Claims to be deleted and expunged from title to the Property are the:

1. Mortgage registered on February 25, 2021 against the Property in favour of Royal Bank of Canada under Registration No. CA8799266; and
2. Mortgage registered on September 14, 2022 against the Property in favour of Royal Bank of Canada under Registration No. CB219465.

## SCHEDULE "D"

### PERMITTED ENCUMBRANCES

The Permitted Encumbrances that shall remain on the title for the Property are:

Legal Notations:

1. Hereto is annexed easement CA1154780 over that part of Mara Lake Lane DL 496 KDYD being lane dedicated by Plan 13830, as shown on Plan EPP2632;
2. Phased Strata Plan Declaration (Form P) Filed CA1162449 2009-06-25;  
Amended Form P Filed, see CA1162450;  
Amended Form P Filed, see CA1162451;  
Amended Form P Filed, see CA1635438;  
Amended Form P Filed, see CA4374869; and  
Amended Form P Filed, see CA8535286;
3. Hereto is annexed easement CA1162458 over Lot 1 Plan EPP2629 except Strata Plan EPS104 (Phase 1);
4. This title may be affected by a permit under Part 26 of the Local Government Act, see LA140913; and
5. This title may be affected by a permit under Part 26 of the Local Government Act, see LB119073;

Charges, liens and interest:

6. Undersurface Rights registered in favour of The Director of Solider Settlement, under Registration No. 33486E;
7. Covenant registered on January 27, 2009 in favour of the District of Sicamous, under Registration No. LB275128;
8. Statutory Right of Way registered on May 8, 2009 in favour of British Columbia Hydro and Power Authority, under Registration No. LB306303;
9. Statutory Right of Way registered on May 8, 2009 in favour of Telus Communications Inc. Incorporation No. A0055547, under Registration No. LB306304;
10. Statutory Right of Way registered on June 19, 2009 in favour of the District Of Sicamous, under Registration No. CA1154771;
11. Statutory Right of Way registered on June 19, 2009 in favour of the District Of Sicamous, under Registration No. CA1154776;
12. Covenant registered on June 19, 2009 in favour of the District Of Sicamous, under Registration No. CA1154781; and
13. Easement registered on June 25, 2009 under Registration No. CA1162460.