



C5034



COURT FILE NUMBER **2201-02948**

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

PLAINTIFF **CROWN CAPITAL PARTNER FUNDING LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.**

\$50  
COM  
May 6, 2022  
Justice Hillier

DEFENDANTS **RBEE AGGREGATE CONSULTING LTD.**

DOCUMENT **APPLICATION RE: AUCTION APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**  
Barristers and Solicitors  
3400 First Canadian Centre  
350 – 7 Avenue SW  
Calgary, Alberta T2P 3N9

**Attention: Travis Lysak / Mihai Tomos**  
Tel: 403 261 5501 / 403 261 7386  
Email: tlysak@fasken.com / mtomos@fasken.com  
File No.: 301127.00006

**NOTICE TO RESPONDENT(S):**

This application is made against you. You are the 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 6, 2022
- Time:** 10:00 a.m.
- Where:** WebEx <https://albertacourts.webex.com/meet/virtual.courtroom86>
- Before Whom:** Justice S.D. Hillier

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. An Auction Approval and Vesting Order, substantially in the form attached as **Schedule “A”**, ordering, *inter alia* the approval of the Auction Services Agreement between the Receiver and McDougall Auctioneers Ltd. in respect of the Assets; and
2. A Sealing Order in the form attached hereto as **Schedule “B”**, ordering, *inter alia*, the sealing of Confidential Supplemental Report dated April 29, 2022 (the “**Confidential Supplemental**”) to the First Report of the Receiver dated April 29, 2022 (the “**First Report**”).

### **Grounds for making this application:**

The grounds for making this application are set out more fully in the First Report, but can be summarized as follows:

#### **(A) Background**

3. Any capitalized term not defined in the Application shall take the meaning ascribed to it in the First Report.
4. Effective March 11, 2022, pursuant to an order of the Honourable Justice A.D. Grosse granted in these proceedings (the “**Receivership Order**”), FTI Consulting Canada Inc. was appointed receiver (the “**Receiver**”), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated including all proceeds thereof (the “**Property**”) of Rbee Aggregate Consulting Ltd. (the “**Debtor**”) in the within action (the “**Receivership Proceedings**”).
5. The Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of the Debtor and to take possession and control of the Property of the Debtor and any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business.

**(B) Receiver's Activities**

6. The Receiver's actions and activities up to the date of this Application, as described in the First Report are lawful, proper, and consistent with its powers under the Receivership Order.

**(C) Auction Services Agreement**

7. The Receiver believes that the transaction contemplated in the Auction Services Agreement is the best and highest offer available and will garner the greatest recovery to the creditors in the Receivership Proceedings.

**(D) Approval of Sale and Vesting of Assets**

8. The Receiver believes it is appropriate for the Court to approve the Auction Services Agreement and grant an order vesting the Assets in the Purchaser free and clear of all claims, liens and encumbrances.

**(E) Sealing Order**

9. The Receiver is concerned that if the confidential information respecting the Auction Services Agreement is disclosed to third parties prior to the closing of the sale of the Assets, the disclosure could materially jeopardize the sale or, if the sale does not close, could materially jeopardize any subsequent sales process or the value that the Receiver could obtain from the sale of the Assets in a subsequent process. As such, the Receiver is respectfully of the view that it is appropriate that this Honourable Court grant the Receiver's request for a sealing of the Confidential Supplemental.

**Material or evidence to be relied on:**

10. The First Report of the Receiver dated April 29, 2022.
11. Affidavit of Service.

12. The other pleadings and materials filed in this Action and such further and other material as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

13. Rules 1.3, 1.4, 6.3, and 13.5(2) of the *Rules of Court*.
14. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and Regulations:**

15. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
16. *Judicature Act*, R.S.A. c. J-2.
17. Such further and other Acts and Regulations as counsel for the Receiver may advise or this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

18. Not applicable.

**How the application is proposed to be heard or considered:**

19. Via WebEx before the presiding Justice S.D. Hillier on the Commercial List.

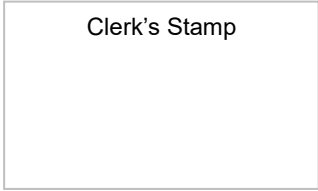
**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicants 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 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"**

**AUCTION APPROVAL AND VESTING ORDER**

COURT FILE NUMBER **2201-02948**  
COURT Court of Queen’s Bench of Alberta  
JUDICIAL CENTRE Calgary



PLAINTIFF **CROWN CAPITAL PARTNER FUNDING LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.**

DEFENDANTS **RBEE AGGREGATE CONSULTING LTD.**

DOCUMENT **AUCTION APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**  
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Calgary, Alberta T2P 3N9

**Attention: Travis Lysak / Mihai Tomos**  
Tel: 403 261 5501 / 403 261 7386  
Email: tlysak@fasken.com / mtomos@fasken.com  
File No.: 301127.00006

**DATE ON WHICH ORDER WAS PRONOUNCED:** May 6, 2022

**NAME OF JUDGE WHO MADE THIS ORDER:** Justice S.D. Hillier

**LOCATION OF HEARING:** Edmonton, Alberta

UPON the application of FTI Consulting Canada Inc. in its capacity as the receiver (the “**Receiver**”) of Rbee Aggregate Consulting Ltd.’s (the “**Debtor**”) assets, undertakings, and properties of every nature and kind whatsoever, for an order (i) approving the auction services agreement dated April 29, 2022 (the “**Auction Services Agreement**”) between the Debtor, by and through the Receiver, and McDougall Auctioneers Ltd. (the “**Auctioneer**”), an unredacted copy of which is appended as Confidential Appendix “A” to the Confidential Supplemental Report to the First Report of the Receiver dated April 29, 2022 (the “**First Report**”), and the transactions contemplated thereby; and (ii) providing for the vesting of the Debtor’s right, title and interest in and to the Assets, as defined in the Auction Services Agreement and listed in the

attached **Schedule “A”**, in any person or persons who purchase any of the Assets pursuant to the Auction Services Agreement (a **“Purchaser”**); **AND UPON HAVING READ** the First Report; **AND HAVING READ** such other material in the pleadings and proceedings as deemed necessary; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties appearing at the within application;

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

**SERVICE AND DEFINITIONS**

1. The time for service of the notice of application for this Order is hereby abridged and service of the Application and supporting materials is deemed good and sufficient.
2. Capitalized terms otherwise not defined herein have the meaning ascribed to them in the First Report.

**APPROVAL OF REPORTED ACTIONS**

3. The actions, conduct and activities of the Receiver, as reported in the First Report, are hereby authorized and approved.

**APPROVAL OF AUCTION SERVICES AGREEMENT**

4. The Auction Services Agreement is hereby approved and execution of the Auction Services 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 Purchased Assets to the Purchaser (or its nominee).

**MARKETING AND SALE OF ASSETS**

5. The Auctioneer is authorized to market and sell the Assets in accordance with the terms of the Auction Services Agreement (the **“Asset Sales”**). The Asset Sales shall be free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary

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

- (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 (collectively the “**Encumbrances**”).

#### **ASSET SALE AND VESTING**

6. Upon the Auctioneer completing the sale of any of the Assets 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 purchase to such Purchaser (the “**Purchaser Bill of Sale**”):
  - (a) all of the Debtor’s right, title and interest in and to the Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all Claims, and all of the 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, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Assets and, to the extent that any such persons remain in possession or control of any of 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 or through or against the Debtor.
7. Upon the closing of the transactions contemplated in the Auction Services Agreement, the Receiver shall file with the Clerk of the Court a Receiver’s Certificate substantially in the form attached hereto as Schedule “B”.



8. Nothing herein shall discharge the obligations of the Auctioneer pursuant to the Auction Services Agreement or otherwise, or the rights or claims of the Receiver in respect thereof including, without limitation, the obligations of the Auctioneer to account for and remit the proceeds of the Asset Sales (the “**Sale Proceeds**”) to the Receiver in accordance with the terms of the Auction Services Agreement.
9. For the purposes of determining the nature and priority of Claims, the monies payable to the Receiver under the Auction Services Agreement from the Asset 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 shall attach to the net Sale Proceeds from the Asset Sales with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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.
10. From and after the closing of sale of any of the Assets to a Purchaser, the Receiver is authorized to take all such steps as may be necessary to effect the discharge of any security registration or registrations relating to the 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.

#### **MISCELLANEOUS MATTERS**

11. 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, 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 the 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.

12. 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.
13. 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.
14. 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 person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) posting a copy of this Order on the Receiver's website at: <http://cfcanada.fticonsulting.com/Rbee/courtOrders.htm>,

and service on any other person is hereby dispensed with.

15. 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.

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A" TO THE  
AUCTION APPROVAL AND VESTING ORDER**

## SCHEDULE "A" TO AUCTION APPROVAL AND VESTING ORDER

2018 ABU E10228DG210 T/A Equipment Trailer	4UGFG2823JD031359
Action 30 in x 80 ft Portable Radial Stacking Conveyor	
1996 Arne's T/A Flatbed Trailer	2A9112922TA003738
1996 Arne's Super B Tri/A B-Train Lead Flatbed Trailer	2A9114039TA003737
2015 Aspen Tri/A Scissor neck. Equipment Trailer	2A9LB4033FN125092
2006 Aspen Booster Axle	2A9TD202X6N125367
2005 Aspen Tri/A Scissor neck. Equipment Trailer	2A9LB403X5N125024
2005 Aspen 16-Wheel Heavy-Haul Jeep	2A9JT454X5N125122
1997 Aspen JT25 25 ton Heavy-Haul Jeep	2A9JT2525VN125196
2006 Aspen Tri/A Scissor neck. Equipment Trailer	2A9LB05316N125338
2002 Aspen TD20-2SS(CS) Booster Axle	2A9TD20202N125048
1998 Aspen TD101SS Booster Axle	2A9TD1015WN125196
2006 Aspen RG60-3 Tri/A inside rail double drop trailer. Equipment Trailer	2A9LB603X6N125330
2002 Aspen RG60-3 Tri/A inside rail double drop trailer. Equipment Trailer	2A9LB60302N125055
2000 Aspen RG50-3 Tri/A 50t Inside rail trailer. Equipment Trailer	2A9LB503XYN125163
1998 Aspen LB50-16 16-Wheel Equipment Trailer	2A9LB5046WN125411
2006 Aspen JT40-2 25 ton Heavy-Haul Jeep	2A9JT40296N125335
1995 Aspen JT35 T/A Heavy-Haul Jeep	2A9JT3528SS037309
Bomega 42 in x 100 ft Portable Stacking Conveyor	SCW10000178
2020 Canada Trailer Man. ETL824-14K T/A Tilt deck. Equipment Trailer	2CPUSJ2F7LA038954
Caterpillar Generator Set	
1999 Caterpillar D8R Crawler Dozer	7XM04434
2008 Caterpillar 988H Wheel Loader	CAT0988HHBXY02419
2004 Caterpillar 988G Wheel Loader (Parts Only)	CAT0988GTBNH01312
2015 Caterpillar 236D Two-Speed High Flow Skid Steer Loader	CAT0236DHBGZ01622
XCENTRIC XR40 4 ft Vibratory ripper Excavator Ripper	
2017 Chevrolet 3500 4x4 Crew Cab Pickup	1GC4KYCG9HF204632
2010 Clemro 42x42 7 ft 6 in x 15 ft Aggregate Feeder	16494539
2003 Clemro 42x42 10 ft x 10 ft Aggregate Surge Bin	12213464
Cummins Mobile Portable Generator Set	
2005 Cummins 900DFHC Skid-Mounted Generator Set	G050800762
Cummins 900DFHC Skid-Mounted Generator Set	G980770899
Cummins 750DFHA-844 750 kW Mobile Generator Set	B000065069
1988 Doepker Super B Tri/A B-Train Lead Flatbed Trailer	2D9HBF A25J1016214
2005 Doepker Super B Tri/A B-Train Lead Flatbed Trailer	2DEHBFZ3451017097
2004 Doepker Super B Tri/A B-Train Lead Flatbed Trailer	2DEHBFZ3741016427
2003 Doepker Super B Tri/A B-Train Lead Flatbed Trailer	2DEHBF A2731015956
Doepker Super B Tri/A B-Train Lead Flatbed Trailer	
2008 Elrus 36 FEEDER 8 ft x 15 ft Aggregate Feeder	M4911ERC08F

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1990 Ford L9000 Service Truck	1FDYU90W8LVA19575
1988 Ford L8000 Service Truck	1FDYU82A8JVA54738
1998 Freightliner 60 bbl Water Truck	2FUPFXBYB7WA890711
2002 Freightliner FL80 100 bbl Water Truck	1FVHBXBS62HK19896
1985 Fruehauf Super B Tri/A B-Train Lead Flatbed Trailer	2H8P03324FR022992
2007 GMC C5500 4x4 Service Truck	1GDE5C3917F426236
2019 GMC 3500HD 4x4 Crew Cab Pickup	1GT42UCY3KF205302
2018 Gator PCST3618 Coarse aggregate washer.	CMWT3618013
2011 Gerry's KJP602 16-Wheel Heavy-Haul Jeep	2K9KB4263BL072258
Goodfellow 32 in x 100 ft Portable Radial Stacking Conveyor	
2005 Hitachi ZX370 Tracked Excavator	FF01HNQ033973
2012 Hitachi ZX350LC-5N Tracked Excavator	1FFDDC70JBE930059
1996 John Deere 544G Wheel Loader	DW544GD555001
KNIGHT Tri/A Scissor neck. Equipment Trailer	
1999 6000 Articulated Boom on 2004 Kenworth T800B Sleeper T/A Boom Truck	1XKDDB0XX4R975397
2014 Komatsu WA600-6 Wheel Loader	61226
2012 Komatsu HM400-2 6x6 Articulated Dump Truck	2833
2006 Komatsu 25 3760 lb Cushion Tire Forklift	205299A
JLG 2250 22 ton Straight Boom on 1987 Mack RD688S Boom Truck	2M2P141Y5HC005203
2013 Nor-Tech 48x30YD 9 ft x 15 ft Aggregate Feeder	1N9MS3716DK285017
2012 Nor-Tech 42x30 8 ft 6 in x 15 ft Aggregate Surge Bin	1N9MS501XCK285011
2008 PJ FS263 Tri/A Equipment Trailer	4P5FS263281118712
Red Ram T/A Flatbed Trailer	3778726
2004 Scona Tri/A Scissor neck. Equipment Trailer	2E9L50F3643003547
1999 Scona Heavy-Haul Jeep	2E9C40C21X3003037
2009 Thruway Super B Tri/A B-Train Lead Flatbed Trailer	2A9FA323X91011180
Toyota 3760 lb Cushion Tire Forklift	60866
2008 Volvo A40E 6x6 Articulated Dump Truck	VCE0A40EV00012204
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV13385
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV12966
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV13239
2005 Volvo A40D 6x6 Articulated Dump Truck	A40DV12401
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV12965
2005 Volvo A35D 6x6 Articulated Dump Truck	A40DV12402
Wilock LDD-40-T1 T/A Equipment Trailer	5101
Tri/A Lead Flatbed Trailer	
1999 Super B Tri/A B-Train Lead Flatbed Trailer	2DEHBFZ33X1011374
2006 Kenworth T800B T/A Sleeper Truck Tractor	1NKDLB0X26R990976
2006 Kenworth T800 T/A Sleeper Truck Tractor	1NKDLB0X46R990977
2004 Kenworth T800 PASS. T/A Sleeper Truck Tractor	1NKDLB0X44R973609
2012 Peterbilt 389 Glider kit. T/A Sleeper Truck Tractor	2NPXGGGG70D163574
2012 Peterbilt 379 Glider kit. T/A Sleeper Truck Tractor	1NPXGGGG50D163573
Clemro Portable Jaw Crushing Plant	

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2014 Clemro 20x54/6x18 Portable Jaw Crushing Plant	18185103
2013 Clemro 20x54 Portable Jaw Crushing Plant	18155071
2007 J. W. Jones 30x42 Portable Jaw Crushing Plant	JWJ19292007
1987 Pioneer Portable Jaw Crushing Plant	136
2003 Metso HP500 Cone Crushing Plant	HP500226
Nordberg HP500 Cone Crushing Plant	HP500188
2003 Clemro 6x20-3 6x16-3 Portable Twin screen. 6ft x 20ft/6ft x 16ft decks. Screen Plant	11993399
Portable Screen Plant (Parts Only)	
2005 Lamtrac LTR8275 Tracked Mulcher Tractor	02REX8C26023M01RD2NB1205
2007 Allmand Maxi-Lite 20 kW Light Tower	0137MXL07
1998 Northern Steel 25000 L Double Wall Electric Fuel Tank	14
2008 Pacific PPSP80144-120 14ft x 32ft W/readout. Truck Scale	710333RP
2008 Pacific PPSP80144-120 14ft x 32ft W/readout. Truck Scale	
62 in Q/C Cleanup Excavator Bucket	
2015 Kenworth W900 Semi Truck	
18 speed with c15 1,306,000km 44000lbs rear ends 48" sleeper	977253
2015 Kenworth W900 Semi Truck	
18 speed with c15 1,246,000km 44000lbs rear ends 48" sleeper	977254
2015 Kenworth W900 Semi Truck	
18 speed with c15 1,146,000km 44000lbs rear ends 48" sleeper	977255
2011 Kenworth W900 Semi Truck	
18 speed with c15 Tridrive 927000km 44000lbs rear ends 48" sleeper	
2002 Kenworth W900 Semi Truck	985328
18 speed with 6NZ Tandem Winch tractor	
Hitachi 870 Excavator	hcmjbc70j00030028
2019 3500 Chevrolet crew cab LTZ 4x4	1gc4kxcy9kf216001
2018 3500 Chevrolet crew cab LTZ 4x4	1GC4kocy8jf268709
2019 3500 Chevrolet crew cab LTZ 4x4	1gc4kxcy8kf261043
2018 Ford F550 11' service body IMT 5500 crane 4x4 crew cab	1fd0w5ht2jeb44708
2019 3500 Chevrolet crew cab LTZ 4x4	1gc4kxcy3kf215099
8 ft x 15 ft Aggregate Feeder	
15 ft x 8 ft 6 in Aggregate Feeder	
1998 Kenworth T800B 6x4 T/A Water Truck	1XKDDB0X5WR949597
2000 JCB 550-170 Telehandler	JCB5AMSGC02147381
2013 Caterpillar 279C2 Two-Speed Compact Track Loader	CAT0279CAKWB01211
2016 Caterpillar 236D Two-Speed Skid Steer Loader	CAT0236DVBGZ02832
2019 Komatsu WA500-8 Wheel Loader	KMTWA134AJNA96848
2018 Komatsu HM400-5 6x6 Articulated Dump Truck	KMTHM016VHD010867

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2018 Komatsu HM400-5 6x6 Articulated Dump Truck	KMTHM016PHD010779
2017 Komatsu D155AX-8 Crawler Dozer	KMT0D126P02100001
2018 Komatsu PC650LC-11 VG Track Excavator	KMTPC268TJC080071
2008 Caterpillar 345D VG Track Excavator	CAT0345DJRAJ00277
2014 Sumas 4854 4 ft x 54 ft Grizzly	48540243
Blackwood Hodge 9 ft x 12 ft Surge Bin	
Mormak 2948 10 ft x 9 ft 6 in Surge Bin	
Shop built 4220 11 ft x 9 ft 6 in Surge Bin	
Spomac 4220 10 ft x 15 ft Surge Bin	PB0816
WRT 4248 8 ft x 16 ft Feeder	
2016 Clemro JAW/SCREEN Jaw Crushing Plant	1911913723
2004 Metso R400-10C Cone Crusher	20553010
Metso HP400 Cone Crusher	
KPI WRT Chassis Cone Crusher	
2018 KPI DWS513 S/A Dewatering unit. Screen	418193
2018 KPI DWS513 S/A Dewatering unit. Screen	418192
2006 Elrus Wash Plant	M3909ER06SP
Elrus M822 Portable Incline Screen Plant	ER87SP287
Cedarapids Sc6203 Portable Screen Plant	48795
1996 Elrus M#2018 54 in x 50 ft Portable Transfer Conveyor	ER96TC1191
Shop built 42 in x 70 ft Portable Transfer Conveyor	
Shop built 48 in x 70 ft Portable Transfer Conveyor	
Shop built 36 in x 100 ft Stationary Transfer Conveyor	
Shop built 36 in x 40 ft Stationary Transfer Conveyor	
Shop built 42 in x 60 ft Stationary Transfer Conveyor	
Shop built 36 in x 60 ft Stationary Transfer Conveyor	
Clemro 36 in x 60 ft Portable Transfer Conveyor	
Shop built 32 in x 16 ft Stationary Transfer Conveyor	
McCloskey 36 in x 125 ft Portable Radial Stacking Conveyor	
29-1748 60 in x 60 ft Stationary Transfer Conveyor	J134302
Clemro 36 in x 60 ft Portable Transfer Conveyor	
Superior 42 in x 150 ft Portable Telescopic Radial Stacking Conveyor	S6871
Superior 36x136 36 in x 136 ft Portable Telescopic Radial Stacking Conveyor	5911
Clemro 36 in x 60 ft Portable Transfer Conveyor	
Kolberg 46-3660S Transfer Conveyor	407289
Shop built 42 in x 70 ft Portable Transfer Conveyor	
36 in x 70 ft Stationary Transfer Conveyor	
A.E.S. Containerized Control Van w/ Switch Gear	17SB217062
40 ft Electric parts Storage Container	K508495
42 ft x 96 in T/A Oilfield Flatbed Trailer	
Fruehauf T/A Van Trailer	1H2V05329RE002336
2018 Komatsu WA600-6 Wheel Loader	KMTWA097JHD061425
2004 25000 L Electric Fuel Tank	C244011



2003 Genie Z45/25 4WD Diesel Articulating Boom Lift	Z45250322053
2002 Elrus 2054 Impact Crusher Plant	M2959ER02J
KPI 5044-32T Twin screw	43807
2011 Clemro 36 in x 60 ft Portable Transfer Conveyor	16964642
1990 Clemro 36 in x 60 ft Portable Transfer Conveyor	336
Shop built 36 in x 60 ft Portable Transfer Conveyor	
Shop built 34 in x 42 ft Stationary Transfer Conveyor	
Shop built 36 in x 60 ft Portable Transfer Conveyor	
Shop built 48 in x 70 ft Portable Stacking Conveyor	
Shop built 42 in x 40 ft Stationary Conveyor	
Balzer Pacific BC45 36 in x 100 ft Stationary Transfer Conveyor	10671
Shop built 48 in x 80 ft Stationary Transfer Conveyor	
Shop built 36 in x 70 ft Portable Stacking Conveyor	
Shop built 36 in x 70 ft Portable Stacking Conveyor	
Elrus 36x80-140 36 in x 140 ft Portable Telescopic Radial Stacking Conveyor	ER97PC1311
Shop built 36 in x 60 ft Portable Transfer Conveyor	
Shop built 48 in x 70 ft Portable Transfer Conveyor	
Shop built Radial Stacking Conveyor	
2014 Thor T-150 42 in x 150 ft Portable Telescopic Radial Stacking Conveyor	
Shop built 36 in x 70 ft Portable Transfer Conveyor	
McCloskey 36 in x 120 ft Portable Radial Stacking Conveyor	
2014 Stamford 60 kW Skid-Mounted Gen Set	
2014 Stamford 60 kW Skid-Mounted Gen Set	M14G275942
1999 Shanghia 40 ft Storage Container	4436698
1999 Great Dane 78112-1A53 T/A Van Trailer	1GRAA062XWW008709
1996 Stoughton T/A Van Trailer	1DW1A5324VS104391
2007 Lode King Tri/A Flatbed Trailer	2LDPF323471046130
2012 GSE 560 Truck Scale	
2007 Northern Steel 34719 L Skid mounted. Fuel Tank	102066
2007 Northern Steel 34719 L Skid-Mounted Electric Fuel Tank	H102067
2006 CIL Fab Tanks 2365 L Fuel Tank	378143
1998 Mack CL713 T/A Day Cab Truck Tractor	1M2AD62C6WW006941
Caterpillar 345C Long Reach Excavator	CAT0345CVPJW00379
2008 Caterpillar 980H Wheel Loader	CAT0980HEJMS04280
Custombuilt 9 ft 6 in x 9 ft 6 in Surge Bin	
Sumas F3642 Portable Feeder	
<del>2019 Gator PCST3618 36 In. x 18 FT Stationary Coarse Material Washer</del>	<del>CMWT3618013</del>
2018 Superior F4420WBST 44 In. x 20 FT Stationary Twin Shaft Blade Mill Washer	1498972
2004 Thor T135-12 36 in x 135 ft Telescopic Radial Stacking Radial Stacking Conveyor	1758

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2004 Clemro 36x60 36 in x 60 ft Portable Stacking Transfer Conveyor	12223466
Thor T36-500 36 in x 125 ft Portable Telescopic Radial Stacking Conveyor	1428
Thor TS36-500 36 in x 125 ft Portable Telescopic Radial Stacking Conveyor	1621
Custombuilt 48 in x 70 ft Portable Stacking Transfer Conveyor	
Clemro 36 in x 60 ft Portable Stacking Transfer Conveyor	
Clemro 36 in x 60 ft Portable Stacking Transfer Conveyor	
Clemro 36 in x 60 ft Portable Stacking Transfer Conveyor	
2009 Cummins 1000 kW Portable Gen Set	27364
1983 Fruehauf Pup T/A Flatbed Trailer	8ER003904
1990 Miller T/A 53 Ft Storage Van Trailer	1MLV15323LB378004
<del>2018 Komatsu WA600-8 Wheel Loader</del>	<del>KMTWA132TJD080190</del>
2014 Komatsu WA600-6 Wheel Loader	KMTWA097J29061211
2012 Metso HP500 60 IN. Portable Cone Crusher Plant	
2007 Clemro 2054 20 x 54 In. Portable Jaw Crusher Plant	14624103
2007 Clemro 20x54 20 x 54 In. Portable Jaw Crusher Plant	14684103
Custombuilt 7 FT x 20 FT 3 Deck Portable Screen Plant	S194989
1989 Kenworth 9033 L 6x4 T/A Water Truck	2XKDDB9X0KM923025
2007 Volvo A40D 6x6 Articulated Dump Truck	A40DV70320
2007 Volvo A40D 6x6 Articulated Dump Truck	A40DV70252
2007 Volvo A40D 6x6 Articulated Dump Truck	A40DV13763
2006 Caterpillar D7R XR series II Crawler Dozer	AGN00916
2005 Clemro 42X48HD 3 ft 6 in x 48 ft Feeder	13323810
2011 El-Russ Jaw 6X20 screen Jaw Crusher	M3000ER02JP
2011 Clemro 36x60 36 in x 60 ft Portable Transfer Conveyor	16954640
Shop built 34 in x 42 ft Stationary Transfer Conveyor	
Shop built 42 in x 50 ft Stationary Transfer Conveyor	
Shop built 36 in x 12 ft Stationary Splitter Twin Conveyor	
Shop built 36 in x 60 ft Portable Transfer Conveyor	
Shop built 36 in x 60 ft Stationary Portable Transfer Conveyor	
Shop built 36 in x 60 ft Stationary Transfer Conveyor	
48 in x 65 ft Portable Transfer Conveyor	
Shop built 36 in x 50 ft Stationary Transfer Conveyor	
48 in x 65 ft Portable Transfer Conveyor	
Shop built 36 in x 100 ft Stationary Transfer Conveyor	
Thor T36-500 36 in x 140 ft Portable Telescopic Radial Stacking Conveyor	1526
Shop built 36 in x 60 ft Portable Transfer Conveyor	
Shop built 36 in x 60 ft Stationary Transfer Conveyor	
Shop built 48 in x 42 ft Stationary Transfer Conveyor	
Shop built 42 in x 60 ft Portable Transfer Conveyor	
Shop built 36 in x 50 ft Stationary Transfer Conveyor	

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Low Pro 36 in x 70 ft Stationary Transfer Conveyor	
Shop built 42 in x 15 ft Stationary Cross Transfer Conveyor	
KPI 47-36608 36 in x 60 ft Portable Transfer Conveyor	408551
Shop built 36 in x 60 ft Portable Transfer Conveyor	
48 in x 65 ft Portable Transfer Conveyor	
Shop built 34 in x 42 ft Stationary Transfer Conveyor	
WRT Equipment 42 in x 125 ft Portable Radial Stacking Conveyor	
Stronco 3675 36 in x 75 ft Portable Transfer Conveyor	
Shop built 36 in x 100 ft Stationary Transfer Conveyor	
Shop built 42 in x 60 ft Stationary Transfer Conveyor	
Shop built 42 in x 69 ft Stationary Transfer Conveyor	
WRT Equipment 42 in x 125 ft Portable Stacking Transfer Conveyor	
36 in x 100 ft Stationary Transfer Conveyor	
Shop built 42 in x 100 ft Portable Transfer Conveyor	
Thor T140-5 36 in x 140 ft Portable Telescopic Radial Stacking Conveyor	1757
2006 Aspen JT40-2 T/A Jeep	2A9JT40296N135335
1994 Manac 18228001 T/A Flatbed Trailer	2M5120855R1030335
1984 Nortrail T/A Flatbed Trailer	2N9MG673EPE016092
2016 Komatsu WA600-6 Wheel Loader	KMTWA097CGD061375
2012 Tidy tank 45000 L Skid-Mounted Fuel Tank	63566
2008 Komatsu WA600-6 Wheel Loader	KMTWA097A26060551
2001 Kenworth T800B 6x4 T/A Service Truck	
Caterpillar 246 Skid Steer Loader	CAT00246A5SZ07651
2007 Volvo A40D 6x6 Articulated Dump Truck	A40DV70210
<del>2006 Volvo A40D 6x6 Articulated Dump Truck</del>	<del>A40DV12966</del>
2008 Volvo A40E Articulated Dump Truck	VCE0A40EC00012209
2011 Superior 10X14 PSB-HD Portable Surge Bin	199379
2005 Clemro 42x48 Portable Feeder	13403847
1995 Clemro 42x48 Portable Feeder	12973718
Mormack SB-3642 Portable Surge Bin	AK1095
Mormack SB-4848 Portable Surge Bin	M622798
Custombuilt Portable Feeder	
Custombuilt Portable Surge Bin	
Custombuilt Skid Mtd Surge Bin	
Sumas 42X48 Portable Feeder	
Custombuilt Portable Surge Bin	
Custombuilt Portable Surge Bin	
2013 Nordberg HP500SX Portable Cone Crusher	HP500135
2011 Metso HP500 60 IN. Portable Cone Crusher	127830
48 in x 70 ft Portable Transfer Conveyor	
Thor T135-12 42 in x 135 ft Portable Radial Stacking Conveyor	1754
Thor 36 in x 60 ft Portable Radial Stacking Conveyor	

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42 in x 400 ft Stationary Overland Conveyor	
Kafka 42 in x 70 ft Stationary Transfer Conveyor	EL42100MN1005630T
Custombuilt 42 in x 30 ft Transfer Conveyor	
Custombuilt 42 in x 36 ft Transfer Conveyor	
2006 Vanguard CVIP53 53 Ft T/A Control Van w/ Switch Gear	5V8VA53266M604129
1997 Fruehauf FBHLP915NF248 48 FT T/A Control Van w/ Switch Gear	1H2V04828VE030206
1986 Fruehauf FB9R127102GSTSP 27 FT S/A Control Van w/ Switch Gear	2H8R02714GS034367
1980 Trailmobile Mobile Control Van w/ Switch Gear	48014000000000
2007 First Aid Trailer	2VHTG217671772005
1994 Manac T/A Flatbed Trailer	2M5120851R1032549
T/A Flatbed Trailer	
Custombuilt T/A Flatbed Trailer	
2000 Trailmobile 53 FT T/A Van Trailer	2MN01JPH4Y1003190
1994 Trailmobile S/A Van Trailer	1PT07AAE5R9005120
Tri/A Flatbed Trailer	2HS131402T1039388
1996 Manac Tri/A Flatbed Trailer	2M5131467T1038218
1994 Manac Tri/A Flatbed Trailer	2M513097XR1032546
Cummins 500 kW Skid-Mounted Gen Set	138100
Cummins 500 kW Gen Set	
2008 Tidy Tanks 8800 L Fuel Tank	30336
2008 Caterpillar 988H Wheel Loader	CAT0988HKBXY02363
2008 Clemro 6X203Deck-32 Portable Screen Plant	15234062
2000 Pioneer 1654-5X18 16 In. x 54 In. Portable Jaw Crusher Plant	9952874
2002 Hitachi ZX650LCH Track Excavator	HCM17R00C00004053
Kenworth T800B 6x4 T/A Day Cab Truck Tractor	958671
Clemro Incline Portable Screen Plant	
Clemro Twin Portable Screen Plant	CV5986702
Mormack 2045II Portable Screen Plant	
Pioneer 1654-5X18 16 In. x 54 In. Portable Jaw Crusher Plant	1654104
2019 Aspen S/A Booster Axle	2A9TD1018KN125218
Clemro Low profile 36 in x 60 ft Portable Transfer Conveyor	
Cummins 1500 kW Skid-Mounted Generator Set	
2000 Cummins 1000DFHD-1410 1500 kW Skid-Mounted Generator Set	J000166133
2004 Doepker Tri/A Super B Lead Flatbed Trailer	2DEHBFZ3341016425
2014 Komatsu PC650LC-8E0 Tracked Excavator	65244
1999 Lode King PF953-3 Tri/A Flatbed Trailer	2LDPF5339X9031540
1994 Mack RD688S T/A field service unit. Van Truck	1M2P267C3RM019266
2005 PTL Tri/A Equipment Trailer	2P9LB82D351061163
1994 Rocctec 27SB 48-48 10 ft x 12 ft Aggregate Surge Bin	SB1048
Shop built 36 in x 70 ft Stationary Transfer 6 conveyors. Conveyor (Parts Only)	

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Shop built 42 in x 60 ft Portable Transfer wheeled conv. Conveyor	
Shop built 60 in x 60 ft Stationary Transfer Conveyor	
Shop built 36 in x 40 ft Stationary Transfer Conveyor	
Shop built 36 in x 60 ft Stationary Transfer Field conv. Conveyor	
Shop built 36 in x 30 ft Stationary Transfer jaw cross. Conveyor	
Shop built 42 in x 55 ft Stationary Transfer Cone feed belt. Conveyor	
Spomac 9 ft 6 in x 14 ft Aggregate Surge Bin	PB7910
2007 Volvo A40D 6x6 Articulated Dump Truck	A40DV13835
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV12972
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV13425
2006 Volvo A40D 6x6 Articulated Dump Truck	A40DV13087
WRT 83E154250 8 ft 6 in x 16 ft Aggregate Feeder	C83130098
T/A Parts Storage Flatbed Trailer	
1980 Elruss Twin Screen Portable Screen Plant	ER80LF71M0197
2001 Elruss M#2778 Portable Screen Plant (Parts Only)	M2778ER01SP
1993 Trailmobile Control Van with Switch Gear	1PT01JAH4P9001911
2007 Northern Steel 34658 L Double wall, Top draw pumps. Fuel Tank	H102034
Westeel Propane Tank	W28T012238
Neils 45 ft x 102 in T/A Oilfield Flatbed Trailer	ABNDP8003P1988
1996 Stoughton AVW535T-S-C 53 ft T/A Parts/ storage. Van Trailer	1DW1A5325TS000428
1997 Wabash Van Trailer	1JJV482U6VL425180
Quantity of (2) Precision Scale Truck Scale	
Brandt 84 in Q/C Cleanup Excavator Bucket	508460
1995 Autocar 100 bbl Sleeper Water Truck	
2011 Caterpillar 345D Tracked Excavator	CAT0345DVRAJ00413
2016 Caterpillar 236D Two-Speed High Flow Skid Steer Loader	CAT0236DTGBGZ02449
2012 Clemro 42x42 10 ft x 10 ft 7 in Aggregate Surge Bin	17474300
2003 Clemro 36 In 8 ft 6 in x 16 ft Aggregate Feeder	12173441
Cummins QST50 1.5 meg gen Portable Generator Set Cummins Portable Generator Set	
2014 Komatsu WA600-6 Wheel Loader	61198
1996 Mack CL713 Field service body T/A Van Truck	1M1AD62Y9TW003432
1994 Manac Tri/A Lead Flatbed Trailer	2M5130977R1030334
Mormak 36 in x 65 ft Portable Radial Stacking Conveyor	
1979 Peerless 8ft x28ft Flatbed Trailer	B79284207
Shop built 42 in x 40 ft Stationary Transfer Field conv. Conveyor	
Shop built 42 in x 60 ft Portable Transfer Conveyor	
Shop built 42 in x 60 ft Portable Transfer Conveyor	

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Shop built 42 in x 50 ft Stationary Transfer Field conv. Conveyor	
Shop built 42 in x 60 ft Stationary Transfer Field conv. Conveyor	
Shop built 42 in x 60 ft Portable Transfer Conveyor	
2007 Volvo A40D 6x6 Articulated Dump Truck	A40DV13473
T/A 8ft x 40ft Flatbed Trailer	
1998 Kenworth T800B T/A Day Cab Truck Tractor	1NKDLB0X7WR950800
2012 Clemro 2054 Jaw Crusher	17644782
2005 Metso HP500 Cone Crusher	128506
2001 Elrus Twin screen Portable Incline Screen Plant	
Elrus Twin screen Portable Incline Twin screen, 2 5x18ft. Screen Plant	
Godwin Pumps 150 Water Pump	
2004 Northern Steel 25000 L Fuel Tank Fuel Tank	C244014
2004 20 ft Storage Container	2001210
1999 Manac 94253002 T/A Van Trailer	2M5921616X1058022
1997 Stoughton T/A Power and storage unit Van Trailer	1DW1A5322VS091127
2000 Wabash Tri/A Van Trailer	1JJV533W9YL656174
<del>2006 Volvo A40D 6x6 Articulated Dump Truck</del>	<del>A40DV13385</del>
<del>2006 Volvo A40D 6x6 Articulated Dump Truck</del>	<del>A40DV13239</del>
Caterpillar D8R Crawler Dozer	9EM02181
Elrus M802 Transfer Conveyor	ER87PC274
2018 Komatsu WA600 Wheel Loader	KMTWA132KJD080189
2008 Caterpillar 988H Wheel Loader	CAT0988HPBXY02362

**SCHEDULE “B” TO THE  
AUCTION APPROVAL AND VESTING ORDER**

COURT FILE NUMBER   **2201-02948**

COURT                    Court of Queen’s Bench of Alberta

JUDICIAL CENTRE       Calgary

PLAINTIFF               **CROWN CAPITAL PARTNER FUNDING LP, by its  
manager, CROWN PRIVATE CREDIT PARTNERS INC.**

DEFENDANTS             **RBEE AGGREGATE CONSULTING LTD.**

DOCUMENT               **RECEIVER’S CERTIFICATE**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT               **Fasken Martineau DuMoulin LLP**  
Barristers and Solicitors  
3400 First Canadian Centre  
350 – 7 Avenue SW  
Calgary, Alberta T2P 3N9

**Attention: Travis Lysak / Mihai Tomos**  
Tel: 403 261 5501 / 403 261 7386  
Email: tlysak@fasken.com / mtomos@fasken.com  
File No.: 301127.00006

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice A.D. Grosse of the Court of Queen’s Bench of Alberta (the “**Court**”) dated March 11, 2022, FTI Consulting Canada Inc. was appointed receiver (the “**Receiver**”) of the assets, undertakings, and properties of Rbee Aggregate Consulting Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated May 6, 2022, the Court approved the auction services agreement dated April 29, 2022 (the “**Auction Services Agreement**”) between the Debtor, by and through the Receiver, and McDougall Auctioneers Ltd.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Auction Services Agreement.

THE RECEIVER CERTIFIES the following:

1. The Auction occurred and the Auctioneer has paid and the Receiver has received all amounts payable to the Receiver pursuant to the Auction Services Agreement; and

2. This Certificate was delivered by the Receiver at \_\_\_\_\_ on \_\_\_\_\_, 2022.

FTI Consulting Canada Inc., in its capacity as Receiver of the undertaking, property and assets of Rbee Aggregate Consulting Ltd., and not in its personal capacity.

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

Name:

Title:



**SCHEDULE "B"**  
**SEALING ORDER**

COURT FILE NUMBER **2201-02948**  
COURT Court of Queen's Bench of Alberta  
JUDICIAL CENTRE Calgary



PLAINTIFF **CROWN CAPITAL PARTNER FUNDING LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.**  
DEFENDANTS **RBEE AGGREGATE CONSULTING LTD.**  
DOCUMENT **SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**  
Barristers and Solicitors  
3400 First Canadian Centre  
350 – 7 Avenue SW  
Calgary, Alberta T2P 3N9

**Attention: Travis Lysak / Mihai Tomos**  
Tel: 403 261 5501 / 403 261 7386  
Email: tlysak@fasken.com / mtomos@fasken.com  
File No.: 301127.00006

**DATE ON WHICH ORDER WAS PRONOUNCED:** **May 6, 2022**  
**LOCATION WHERE ORDER WAS PRONOUNCED:** **Edmonton, Alberta**  
**NAME OF THE JUDGE WHO MADE THIS ORDER:** **Justice S.D. Hillier**

**UPON** the application of FTI Consulting Canada Inc. (the “**Receiver**”), in its capacity as the court-appointed receiver of all of Rbee Aggregate Consulting Ltd.’s current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof; **AND UPON** reading the Application, the Receiver’s First Report dated April 29, 2022 (the “**First Report**”) and the Receiver’s Confidential Supplemental Report to the First Report dated April 29, 2022 (the “**Confidential Supplemental**”); the Affidavit of Service and other materials filed in the proceedings; **AND UPON** hearing counsel for the Receiver and any other interested parties appearing at the within application, **IT IS ORDERED THAT:**

1. Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the First Report.

## SEALING

2. The Confidential Supplemental shall be sealed on the Court file, kept confidential and not form part of the public record, and not be available for public inspection, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*, until the earlier of:
  - (a) the filing of the Receiver's Closing Certificate;
  - (b) July 31, 2022; or
  - (c) further Order of the Court.
3. The Clerk of the Court shall file the Confidential Supplemental, an unredacted copy of which was provided to the Court, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENTAL REPORT TO THE FIRST REPORT OF THE RECEIVER DATED APRIL 29, 2022 FILED BY FTI CONSULTING CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF ALL OF RBEE AGGREGATE CONSULTING LTD.'S CURRENT AND FUTURE ASSETS, UNDERTAKINGS AND PROPERTIES OF EVERY NATURE AND KIND WHATSOEVER, AND WHEREVER SITUATE, INCLUDING ALL PROCEEDS THEREOF; AND THE CONFIDENTIAL SUPPLEMENTAL REPORT TO THE FIRST REPORT OF THE RECEIVER DATED APRIL 29, 2022 IS SEALED UNTIL THE EARLIER OF THE FILING OF THE RECEIVER'S CLOSING CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION AND JULY 31, 2022 (SUBJECT TO FURTHER ORDER OF THE COURT) PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE S.D. HILLIER ON MAY 6, 2022.

4. Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on notice to the Receiver and any other affected party in accordance with the *Alberta Rules of Court*.

#### **SERVICE OF THIS ORDER**

5. This Order shall be sufficiently served by serving the same on the service list, in the same manner as the Application was served and by posting a copy of the same on the Receiver's website at <http://cfcanada.fticonsulting.com/Rbee>.
6. Service of this Order on any other interested person in any other manner than set out above is hereby dispensed with.

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**Justice of the Court of Queen's Bench of Alberta**