

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**  
Barristers and Solicitors  
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Calgary, Alberta T2P 3N9

**Attention: Travis Lysak / Mihai Tomos**  
Tel: 403 261 5501 / 403 261 7386  
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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 (collectively, 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~~assets set out in the Auction

Services Agreement ~~and~~, excepting the A-1 Assets, (the “Auction Assets”), as listed in the attached Schedule “A”, in any person or persons who purchase any of the Auction Assets pursuant to the Auction Services Agreement (an “Auction Purchaser”); (iii) approving the offer dated May 3, 2022 (the “A-1 Offer”) between the Debtor, by and through the Receiver, and A-1 Quality Belting Ltd. (“A-1”), an unredacted copy of which is appended as Confidential Appendix “A” to the Confidential Supplemental Report to the Second Report of the Receiver dated May 3, 2022 (collectively, the “Second 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 subject to the A-1 Offer (the “A-1 Assets”), as listed in the attached Schedule “A”, in A-1; **AND UPON HAVING READ** the First Report and the Second 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 and Second Report, are hereby authorized and approved.

#### ~~**APPROVAL OF AUCTION SERVICES AGREEMENT**~~

#### **APPROVALS AND AUTHORIZATIONS**

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 contemplated by the Auction Services Agreement (the “Auction Transaction”) and conveyance of the ~~Purchased~~Auction Assets to ~~the~~any Auction Purchaser (or its nominee).

5. The A-1 Offer is hereby approved and the acceptance of the A-1 Offer 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, including, but not limited to, authorization to execute any Asset Use Agreements associated with the A-1 Offer and respecting the A-1 Assets, as may be necessary or desirable for completion of the transaction contemplated by the A-1 Offer and conveyance of the A-1 Assets to A-1 (or its nominee).

## MARKETING AND SALE OF ASSETS

6. ~~5.~~The Auctioneer is authorized to market and sell the Assets in accordance with the terms of the Auction Services Agreement (the “Auction Asset Sales”). The Auction 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”).

7. The Receiver is authorized to sell the Assets in accordance with the terms of the A-1 Offer (the “A-1 Asset Sale”). The A-1 Asset Sale shall be free and clear of and from any and all 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

### Auction Transaction

8. ~~6.~~ Upon the Auctioneer completing the sale of any of the Auction Assets to ~~an~~ Auction 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 Auction Purchaser (the “**Purchaser Bill of Sale**”):

- (a) all of the Debtor’s right, title and interest in and to the Auction Assets shall vest absolutely in the name of the Auction Purchaser (or its nominee), free and clear of and from any and all Claims, and all of the Encumbrances affecting or relating to such Auction Assets shall be expunged and discharged as against such Auction Assets;
- (b) the Debtor and all persons who claim by, through or under the Debtor in respect of the Auction Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Auction Assets and, to the extent that any such persons remain in possession or control of any of the Auction Assets, they shall forthwith deliver possession thereof to the Auction Purchaser (or its nominee); and
- (c) the Auction Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Auction 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.

9. ~~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".

10. ~~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 Auction Asset Sales (the "Auction Sale Proceeds") to the Receiver in accordance with the terms of the Auction Services Agreement.

#### A-1 Transaction

11. Upon the Receiver completing the sale of the A-1 Assets to A-1, and upon receipt of the purchase price by the Receiver, and upon the Receiver filing with the Clerk of the Court a Receiver's Certificate substantially in the form attached hereto as Schedule "B" (the "A-1 Receiver's Certificate"):

(a) all of the Debtor's right, title and interest in and to the A-1 Assets shall vest absolutely in the name of A-1 (or its nominee), free and clear of and from any and all Claims, and all of the Encumbrances affecting or relating to such A-1 Assets shall be expunged and discharged as against such A-1 Assets;

(b) the Debtor and all persons who claim by, through or under the Debtor in respect of the A-1 Assets, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the A-1 Assets and, to the extent that any such persons remain in possession or control of any of the A-1 Assets, they shall forthwith deliver possession thereof to A-1 (or its nominee); and

(c) A-1 (or its nominee) shall be entitled to enter into and upon, hold and enjoy the A-1 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.

12. Nothing herein shall discharge the obligations of A-1 pursuant to the A-1 Offer or otherwise, or the rights or claims of the Receiver in respect thereof including, without limitation, the obligations of A-1 to account for and remit the proceeds of the A-1 Asset Sale (the “A-1 Sale Proceeds”) to the Receiver in accordance with the terms of the A-1 Offer.

### PRIORITY OF CLAIMS

13. ~~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 Auction Asset Sales and under the A-1 Offer from the A-1 Asset Sale shall stand in the place and stead of the Auction Assets and the A-1 Assets (collectively the “Assets”), and from and after the delivery of the Purchaser Bill of Sale, in the case of the Auction Assets, and from and after the filing of the A-1 Receiver’s Certificate, in the case of the A-1 Assets, in all Claims shall attach to the net Sale Proceeds from the Auction Asset Sales and the A-1 Assets Sales, respectively, 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.

14. ~~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

15. ~~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~~ Auction Purchaser or A-1 (or its respective 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.

16. ~~12.~~ The Receiver, ~~the~~ Auction Purchaser, A-1 (or its respective 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.

17. ~~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.

18. ~~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.

19. ~~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**

| [Auctioneer Assets:](#)

| [A-1 Assets:](#)

**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:

Document comparison by Workshare Compare on May-03-22 1:26:11 PM

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Format changes	0
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