

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.



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Sep 18, 2023
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DOCUMENT **APPLICATION BY RECEIVER
(Approval and Vesting Order and
Related Relief)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Jack R. Maslen / Tiffany E. Bennett
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File No. 440777.13

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	September 18, 2023
Time	2:00 p.m.
Where	Calgary Courts Centre (via WebEx Video Conference)
Before Whom	The Honourable Justice B. 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 all the assets, undertakings and property of Rambridge Structure & Design Ltd. (“**Rambridge**”), and of the real property municipally described as Unit 605, 326 Mara Lake, Sicamous, British Columbia (the “**Mara Lake Property**”), which is owned by Brent Parker and Christiana Parker (collectively, the “**Parkers**”), seeks an Order substantially in the form attached hereto as **Schedule “B”**, for, *inter alia*, the following relief:
 - (a) declaring service of this notice of this Application (and all supporting materials) to be good and sufficient and, if necessary, abridging the time for notice of this Application to the time actually given;
 - (b) approving the Contract of Purchase and Sale (the “**Sale Agreement**”) in respect of the Mara Lake Property, between Brian Andrew Ellis and Melissa Dawn Ellis (together the “**Purchaser**”) and the Receiver dated July 12, 2023, a copy of which is attached in redacted form to the Second Report of the Receiver (the “**Second Report**”) and in unredacted form to the Confidential Supplement to the Second Report (the “**Confidential Supplement**”);
 - (c) approving the proposed sale transaction for the Mara Lake Property as contemplated by the Sale Agreement (the “**Transaction**”);
 - (d) vesting all of the Parkers’ right, title and interest in and to the Mara Lake Property, pursuant to the Sale Agreement, in the name of the Purchaser or its nominee, free and clear of all claims, liens, security interests and encumbrances (excepting certain restrictive covenants, easements or rights-of-way);
 - (e) authorizing and directing the Receiver to take such further steps, as may be necessary, to complete the Transaction; and
 - (f) authorizing and directing the Receiver to make an interim partial distribution to Royal Bank of Canada (“**RBC**”) in respect of a first mortgage registered against title to the Mara Lake Property.
2. In addition, the Receiver seeks an Order substantially in the form attached hereto as **Schedule “C”**, for the following relief:

- (a) temporarily sealing the Confidential Supplement until 60 days following the discharge of the Receiver;
 - (b) approving the Receiver's actions, conduct and activities as more particularly set forth in the Second Report;
 - (c) approving the Receiver's interim statement of receipts and disbursements ("SRD") as described and appended to the Second Report; and
 - (d) approving and ratifying the fees and disbursements of the Receiver and its legal counsel from the commencement of these proceedings up to August 31, 2023, and September 5, 2023, respectively, as more particularly set forth in the Second Report, without the necessity of a formal passing of accounts.
3. Such further and other relief as counsel may request and this Honourable Court may deem just and appropriate.

GROUNDS FOR MAKING THIS APPLICATION:

A. Background

4. 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. Shortly prior to the commencement of these receivership proceedings, Rambridge also began exploring business opportunities in vertical farming.
5. Rambridge's primary secured lender is RBC. The Receiver understands that certain loans between RBC and Rambridge are guaranteed by Brent Parker, and by Brent Parker and Christina Parker jointly and severally.
6. Rambridge defaulted on its obligations under its loan and security agreements with RBC. As a result, 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 approximately \$3,028,772.

7. On March 17, 2023 (the “**Receivership Date**”), RBC applied to this Honourable Court for the appointment of BDO as receiver and manager of all the assets, undertakings and property of Rambridge, as well as the Mara Lake Property owned by the Parkers. This Honourable Court granted the receivership order sought (the “**Receivership Order**”).
8. As at the Receivership Date, Rambridge’s principal assets comprised of 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 was located at space leased by Rambridge in Southeast Calgary (the “**Calgary Premises**”).
9. As is more fully set out in the Receiver’s First Report dated May 17, 2023 (the “**First Report**”), following its appointment, the Receiver commenced a sales solicitation process primarily in respect of Rambridge’s property at the Calgary Premises. As a result of that process, the Receiver entered into an auction agreement, which was approved by this Honourable Court on May 26, 2023, pursuant to an Auction Approval and Vesting Order. The Receiver completed the said auction on or about July 31, 2023.
10. Additionally, as a result of the Receiver’s sales process, the Receiver entered into a purchase and sale agreement with Quality Wholesale Ltd., with respect to certain trademarks, proprietary recipes and related assets. This agreement and transaction was also approved by this Honourable Court on May 26, 2023, pursuant to a Approval and Vesting Order. The Receiver completed this sale transaction in late June 2023.
11. The Receiver has also undertaken various steps, since the First Report, to realize on Rambridge’s accounts receivable and potential tax refunds, as is more fully set out in the Second Report.

B. Sale of the Mara Lake Property

12. Furthermore, as is also described in the Second Report, the Receiver has undertaken efforts to realize upon and sell the Mara Lake Property.
13. Prior to the Receivership Order, the Parkers marketed the Mara Lake Property for approximately two months. Following its appointment, the Receiver attempted to negotiate a sale of the Mara Lake Property with a bidder arising from the pre-receivership sales efforts of the Parkers. Ultimately, those negotiations were not successful.

14. Accordingly, on or about June 30, 2023, the Receiver engaged RE/MAX Vernon (the “**Listing Agent**”) to assist with the marketing and sale of the Mara Lake Property, and Listing Agent listed the Mara Lake Property for sale by July 1, 2023.
15. The marketing activities conducted by the Listing Agent included listing the lands through MLS or realtor.ca, facilitating various showings, responding to inquiries, and eventually issuing a formal request for offers to all interested parties.
16. In the result, multiple offers were received by the Listing Agent and, on July 12, 2023, the Receiver accepted the Purchaser’s offer and executed the Sale Agreement. Under the Sale Agreement, the Mara Lake Property is to be sold on an as-is-where-is basis. Further, the only material condition to closing is for the Transaction to be approved by this Honourable Court, and such approval to be registered or recognized in British Columbia, as may be required in order to effect the transfer of title at the British Columbia Land Titles Office.
17. In all the circumstances, the Receiver considers that the Sale Agreement and the proposed Transaction contemplated therein should be approved by this Honourable Court since, among other things:
 - (a) the sales process for the Mara Lake Property was a robust process, conducted efficiently, with integrity and provided sufficient exposure of the Mara Lake Property to the market;
 - (b) the purchase price under the Sale Agreement, is the highest offer submitted to the Receiver;
 - (c) Re/Max Vernon, the Receiver’s sale agent, is an experienced real estate agent in this particular market and also in the condominium (strata property) market, and has recommended that the Receiver proceed with the Sale Agreement and proposed Transaction;
 - (d) the Receiver understands that RBC and the Parkers, being collectively the only economic stakeholders to the Mara Lake Property, are supportive of the Sale Agreement and the proposed Transaction. The Receiver has also consulted with RBC and the Parkers through the sale process for the Mara Lake Property;
 - (e) it is unlikely that further marketing efforts would result in any better outcome given the significant efforts to date. Furthermore, the Mara Lake Property is summer vacation

property, for which the prime marketing season is the summer months, being the period during which the Mara Lake Property were marketed by the Receiver;

- (f) closing of the Transaction will eliminate go-forward holding or operational costs and reduce future professional fees;
 - (g) the Purchaser has delivered a deposit, evincing an ability to close the Transaction;
 - (h) there has been no unfairness in the sales process or in the negotiation of the Sale Agreement; and
 - (i) the Sale Agreement is commercially fair and reasonable in the Receiver's estimation, and has been negotiated in good faith.
18. Accordingly, the Receiver respectfully seeks this Court's approval of the Sale Agreement and the proposed Transaction, together with the associated relief vesting the Mara Lake Property in the name of the Purchaser or its nominee.

C. Proposed Partial Distribution of Proceeds from the Transaction

19. RBC is the holder of the two mortgages registered against the title for the Mara Lake Property. As detailed in the Second Report, RBC holds a first mortgage, which secures approximately \$399,092 as of September 7, 2023 (the "**RBC First Mortgage**"). RBC also holds a second mortgage, which the Receiver understands to secure indebtedness of the Parkers to RBC under their guarantee(s) of the Rambridge debt (the "**RBC Second Mortgage**"). Apart from RBC, there are no other financial encumbrances registered against the title of the Mara Lake Property.
20. Given the above, and given that the Receiver understands both RBC and the Parkers to support the proposed Transaction, the Receiver proposes a partial distribution of the net sale proceeds from the Transaction to RBC, in an amount sufficient to satisfy the RBC First Mortgage. This proposed distribution is commercially reasonable and fair in the circumstances, and will mitigate interest on a go-forward basis. In connection with this distribution, the Receiver also considers it commercially reasonable and fair for any priority payables associated with the land sale, such as municipal taxes, realty commissions or strata fees, to be satisfied in connection with closing.
21. The Receiver proposes to address the RBC Second Mortgage at the time of the final distribution at the conclusion of these proceedings.

D. Temporary Sealing Order for Confidential Supplement

22. 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, including:
- (a) a summary of the offers received by the Receiver for the Mara Lake Property; and
 - (b) the commercial terms of the Sale Agreement.
23. Such information, if disseminated before the closing of the Transaction, would materially and negatively affect the Receiver's ability to realize upon the Mara Lake Property, in the event closing does not occur. Therefore, public access to the Confidential Supplement poses a serious risk to an important public interest, being the orderly liquidation of the receivership assets with a view to maximizing value for the stakeholders.
24. The Receiver requests that the Confidential Supplement be subject to a temporary Sealing Order, which shall expire 60 days following 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 reasonably available in the circumstances. The salutary effects of temporarily restricting public access to the Confidential Appendices outweigh any deleterious effects of so doing.

E. Approval of Receiver's Activities, Interim Receipts and Disbursements, and Professional Fees to Date

25. Additionally, the Receiver respectfully seeks approval of its activities detailed in the Second Report, together with its updated SRD as attached to the Second Report. As demonstrated by the Second Report, the Receiver has undertaken considerable efforts to realize upon property, address stakeholder concerns and address several disputes or potential disputes. These activities have been carried out fairly, efficiently and in a commercially reasonable manner, and should respectfully be approved.
26. Finally, the Receiver seeks approval of its professional fees and disbursements to date, together with those of its legal counsel, as are fully detailed in the Second Report. Given the nature of Rambridge's property, the numerous locations and jurisdictions involved, the number of stakeholders involved, among other things, the Receiver considers professional fees to be fair and reasonable and commensurate with the work performed to date.

27. Such further or other grounds as counsel may advise and this Honorable Court may permit.

MATERIAL OR EVIDENCE TO BE RELIED ON:

28. The Second Report of the Receiver, dated September 11, 2023, including the Confidential Supplement.

29. The pleadings, affidavits, reports, briefs and other materials previously filed in these proceedings.

30. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

APPLICABLE RULES:

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

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

APPLICABLE ACTS AND REGULATIONS:

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

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

35. *Land Titles Act*, RSBC 1996, c 250.

36. 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:

37. None.

HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:

38. Before the Honourable Justice B. 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**

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<p>BDO Canada Limited 110, 5800 – 2nd Street SW Calgary, AB T2H 0H2</p> <p>Attention: Kevin Meyler Email: kmeyler@bdo.ca</p> <p>Attention: Breanne Scott Email: brscott@bdo.ca</p>	<p>Receiver and Manager of Rambridge Structure & Design Ltd.</p>	<p>Email</p>

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<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: forbrentp@hotmail.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>
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<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>
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<p>RPMG Holdings Ltd. c/o Onni Group of Companies #200 – 1010 Seymour Street Vancouver, BC V6B 3M6</p> <p>Attention: Gianni Laudisio Email: glaudisio@onni.com</p> <p>Attention: Calvin Pazdirek Email: cpazdirek@onni.com</p>	BC Landlord	Email

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SCHEDULE "B"

FORM OF APPROVAL AND VESTING ORDER

(see attached)

COURT FILE NUMBER **2301-03129**

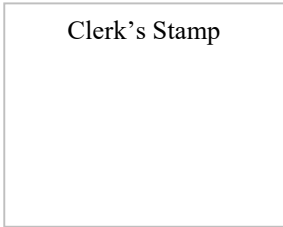
COURT COURT OF KING'S BENCH OF ALBERTA

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
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Jack R. Maslen / Tiffany E. Bennett
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File No. 440777.13

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.

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.

Clerk's Stamp

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**") 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.

SCHEDULE "C"

FORM OF ORDER FOR VARIOUS RELIEF

(see attached)

COURT FILE NUMBER **2301-03129**

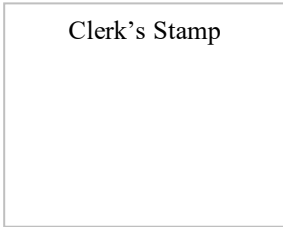
COURT COURT OF KING’S BENCH OF ALBERTA

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
(Temporary Sealing Order, and
Approval of Activities and Fees)**

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

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 property of Rambridge Structure & Design Ltd. (the “**Debtor**”), and of the real property municipally described as Unit 605, 326 Mara Lake Sicamous, British Columbia (the “**Mara Lake Property**”), which is owned by Brent Parker and Christiana Parker (collectively, the “**Parkers**”) for, *inter alia*, the following relief: (a) the temporary sealing of the Confidential Supplement to the Second Report of the Receiver dated September 11, 2023 (the “**Confidential Supplement**”); (b) approval of the Receiver’s actions, conduct and activities as set forth in the Second Report of the Receiver dated September 11, 2023 (the “**Second Report**”); (c) approval of the

Receiver's interim receipts and disbursements as set forth in the Second Report; and (d) approval and ratification of the fees and disbursements of the Receiver and its legal counsel;

AND UPON HAVING READ the Application, the Second Report, the Confidential Supplement, the Receivership Order granted in these proceedings 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 submissions from counsel for the Receiver and any other interested parties present at the hearing of the within Application;

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.

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 SECOND REPORT OF THE RECEIVER DATED SEPTEMBER 11, 2023 (THE "**CONFIDENTIAL MATERIALS**") PURSUANT TO THE RESTRICTED ACCESS AND SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE B. B. JOHNSTON ON SEPTEMBER 18, 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*, AR 124/2010.

APPROVAL OF RECEIVER'S ACTIVITIES, RECEIPTS AND DISBURSEMENTS, AND FEES

6. The Receiver's activities, actions and conduct, as described in the Second Report, are hereby approved and ratified.
7. Without limiting the generality of paragraph 6 hereof, the Receiver's Interim Statement of Receipts and Disbursements, as attached to the Second Report, is hereby approved and ratified.
8. The professional fees and disbursements of the Receiver, from the commencement of the within proceedings up to and including August 31, 2023, in the approximate amount of \$124,106 (plus GST), are hereby approved and ratified without the necessity of a formal passing of accounts.
9. The professional fees and disbursements of the Receiver's legal counsel, from the commencement of the within proceedings up to and including September 5, 2023, in the approximate amount of \$95,216 (plus GST), are hereby approved and ratified without the necessity of a formal passing of accounts.

MISCELLANEOUS

10. 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.

11. 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/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/rambridge>. No other person shall be entitled to be served with a copy of this Order.
12. 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