

COURT FILE NUMBER 1801-17912

COURT COURT OF QUEEN'S BENCH OF ALBERTA

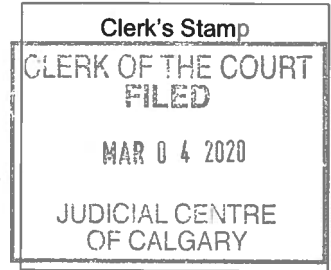
JUDICIAL CENTRE CALGARY

PLAINTIFF ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)

DEFENDANTS HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON

DOCUMENT APPLICATION

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: McCarthy Tétrault LLP  
4000, 421 – 7th Avenue SW  
Calgary, Alberta T2P 4K9  
Attention: Sean Collins / Pantelis Kyriakakis  
Tel: 403-260-3531 / 3536  
Fax: 403-260-3501  
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca



**NOTICE TO RESPONDENT(S)**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: March 13, 2020  
Time: 11:00 a.m.  
Where: Calgary Courts Centre  
Before Whom: The Honourable Justice P.R. Jeffrey

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

**Remedy claimed or sought:** Ernst & Young Inc., in its capacity as the court-appointed receiver and manager (the "**Receiver**") of the assets, properties, and undertakings (collectively, the "**Property**") of Hughson Trucking Inc. (the "**Debtor**") pursuant to the consent receivership order, granted by the Honourable Justice K.M. Eidsvik on December 19, 2018, (the "**Receivership Order**"), in the within proceedings (the "**Proceedings**") applies for two (2) Orders, substantially in the forms attached as Schedules "**A**" and "**B**" hereto:

### **Service**

1. If necessary, declaring that the time for service of this application (the “**Application**”) and the Third Report of the Receiver, dated March 4, 2020 (the “**Third Receiver’s Report**”), is abridged, that the Application is properly returnable on March 13, 2020, that service of the Application and the Third Receiver’s Report on the service list is good and sufficient, and that no persons other than those on the service list are entitled to service of the Third Receiver’s Report, the Application, or any orders arising therefrom.

### **Approval of the APA**

2. Approving the Asset Purchase Agreement, dated February 19, 2020 (the “**APA**”), between the Debtor, by and through the Receiver, in its capacity as the court-appointed receiver and manager of the Debtor, and 1010307 Alberta Ltd. (the “**Purchaser**”), as purchaser, attached as Confidential Appendix “B” to the Third Receiver’s Report, and the sale, transfer, and assignment of the lands, fixtures, improvements, attachments, agreements, and chattels, as identified therein (collectively, the “**Milk River Property**”), and the transfer, and vesting of the Milk River Property to the Purchaser, and authorizing the Receiver to execute and deliver the APA to the Purchaser and to take any and all such steps as the Receiver determines necessary or advisable to close the transaction for the purchase and sale of the Milk River Property, as contemplated by the APA.

3. Ordering and declaring that, effective immediately upon the Receiver filing a certificate with this Honourable Court (the “**Receiver’s Certificate**”) confirming that all terms and conditions under the APA and any and all modifications thereto have either been satisfied or waived and that the transactions contemplated by the APA have otherwise been completed, to the satisfaction of the Receiver, all legal and beneficial ownership of and title to the Milk River Property shall vest in the Purchaser (or its designated assignee or nominee, to the extent permitted by the APA), free and clear of any and all security interests (whether contractual, statutory, or otherwise), liens, writs, executions, ownership interests, levies, charges, or other financial or monetary claims, whether or not they have been attached, registered, perfected, or filed, and whether secured, unsecured, liquidated, contingent, or absolute, but subject to the Permitted Encumbrances (as defined in the proposed form of Order attached as Schedule “B” hereto).

4. Ordering that the Debtor and any and all persons claiming through, by, or under the Debtor and all other persons in possession of any or all of the Milk River Property to deliver up possession

of the Milk River Property to the Purchaser or its assignee or nominee, upon the filing of the Receiver's Certificate.

### **Vesting Provisions**

5. Ordering and declaring that, notwithstanding the pendency of these proceedings or the provisions of any federal or provincial statute, the vesting provisions contained in the proposed form of Order, attached as Schedule "**B**" hereto, concerning the assignment, sale, and transfer of the Milk River Property:

- (a) will not be void or voidable at the instance of creditors or claimants;
- (b) do not constitute and shall not be deemed to be a fraudulent preference, a fraudulent conveyance, a transfer at undervalue, or otherwise subject to challenge under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Preferences Act* (Alberta), or any other applicable federal or provincial legislation; and,
- (c) do not constitute and shall not be deemed to constitute conduct meriting an oppression remedy.

### **Sealing the Confidential Appendices**

6. Sealing Confidential Appendices "A" and "B" (collectively, the "**Confidential Appendices**"), on the Court file, until the filing of the Receiver's Certificate.

### **Miscellaneous Matters**

7. Ordering and declaring that service of any orders arising from this Application by email, facsimile, registered mail, courier, regular mail, or personal delivery, to the persons listed on the service list, present at the Application or who were otherwise served with the Application, shall constitute good and sufficient service of such orders and that no persons other than those on the service list are entitled to be served with a copy of such orders.

8. Such further and other relief as counsel for the Receiver may advise and this Honourable Court considers to be just and appropriate in the circumstances.

**Grounds for Making this Application:** The grounds for the Application are as follows:

**Background**

9. The Receiver was appointed as the receiver and manager of the Debtor's Property, pursuant to the Receivership Order.

10. Pursuant to the Receivership Order, the Receiver is empowered and authorized, with the approval of this Honourable Court, to sell the Property, which includes, in part, the Milk River Property

11. Following the granting of the Receivership Order, the Receiver solicited proposals from eight (8) reputable real estate agents for the purposes of marketing the Milk River Property.

12. On April 4, 2019, the Receiver entered into a listing agreement with Avison Young Lethbridge (2016) Inc. (the "**Realtor**"), concerning the listing, marketing, and sale of the Milk River Property.

13. Since entering into the aforementioned listing agreement, the Milk River Property has been sufficiently exposed to the relevant market in a commercial reasonable and fair marketing process. Specifically, the Receiver and the Realtor have marketed the Milk River Property for 11 months. During such time, the Realtor has undertaken a broad marketing and sales process, which included, among other things: (i) the Realtor distributing non-confidential marketing materials to every business and household in Milk River, Alberta; (ii) emailing frequent updates to those parties that expressed interest in the Milk River Property; and, (iii) maintaining an ongoing listing on the Realtor's website. As a result, three (3) parties have submitted offers with respect to the Milk River Property.

14. A summary of all offers received is set out as Conditional Appendix "A" to the Third Receiver's Report.

15. The APA represents the highest and best offer in the circumstances.

16. The Receiver and the Purchaser have negotiated the APA. The APA is conditional, *inter alia*, on the approval of this Honourable Court.

17. The price to be paid for the Milk River Property, pursuant to the APA, represents the highest and best price that can be obtained for the Milk River Property in the current

circumstances. The APA, as proposed, is in the best interests of the Debtor's estate and stakeholders.

18. ATB Financial, the senior secured creditor of the Debtor, supports the approval of the APA.

19. The Confidential Appendices contain information concerning the APA, the Milk River Property, and certain commercially sensitive information related thereto. The public disclosure and dissemination of the information in the Confidential Appendices would cause serious and irreparable harm to the estate of the Debtor and its stakeholders. The limited sealing provision that the Receiver seeks as part of the Application, in respect of the Confidential Appendices, is a fair and reasonable method of addressing the serious and irreparable harm that would result if the Confidential Appendices were publically disseminated.

20. Such further and other considerations, as counsel may advise and this Honourable Court considers just and appropriate in the circumstances.

**Affidavit or other Evidence and Materials to be used in Support of this Application:**

21. The Third Receiver's Report, filed.

22. The Confidential Appendices to the Third Receiver's Report, unfiled.

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

**Applicable Rules:**

24. Rule 6.3, 6.9, 6.28, and 11.27 of the *Alberta Rules Of Court*, Alta. Reg. 124/2010.

25. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and Regulations:**

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

27. 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:**

28. There are no irregularities complained of or objections relied on.

**How the Application is Proposed to be Heard or Considered:**

29. The Receiver proposes that this Application be heard in person with one, some, or all of the parties present.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

**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 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" TO THE APPLICATION  
ORDER (SEALING ORDER)**

Clerk's Stamp

COURT FILE NUMBER      1801-17912

COURT                      COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE        CALGARY

PLAINTIFF                ATB FINANCIAL (FORMERLY ALBERTA TREASURY  
                                 BRANCHES

DEFENDANTS             HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON,  
                                 DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON

DOCUMENT                **ORDER (Sealing Order)**

ADDRESS FOR SERVICE   McCarthy Tétrault LLP  
AND                      CONTACT   4000, 421 – 7th Avenue SW  
INFORMATION           OF   Calgary, Alberta T2P 4K9  
PARTY FILING THIS   Attention: Sean Collins / Pantelis Kyriakakis  
DOCUMENT:            Tel:   403-260-3531 / 3536  
                                 Fax:   403-260-3501  
                                 Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

**DATE ON WHICH ORDER WAS PRONOUNCED:            March 13, 2020**

**LOCATION OF HEARING OR TRIAL:                        Calgary, Alberta**

**NAME OF JUDGE WHO MADE THIS ORDER:            Honourable Justice P.R. Jeffrey**

**UPON** the application (the "**Application**") of Ernst & Young Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of Hughson Trucking Inc. (the "**Debtor**") pursuant to the consent receivership order granted on December 19, 2018 (the "**Receivership Order**"), in the within proceedings (the "**Proceedings**"); **AND UPON** reading the Third Report of the Receiver, dated March 4, 2020 (the "**Third Receiver's Report**"), filed; **AND UPON** reading Confidential Appendices "A" and "B" to the Third Receiver's Report (the "**Confidential Appendices**"), unfiled; **AND UPON** reading the Affidavit of Service of Katie Doran, sworn on March 4, 2020 (the "**Service Affidavit**"), filed; **AND UPON** hearing counsel for the Receiver and for any other parties who may be present;

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

**SERVICE**

1. The time for service of the Application and the Third Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the Third Receiver's Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Third Receiver's Report.

**SEALING**

2. Part 6, Division 4 of the *Alberta Rules of Court* does not apply to the Application and the Clerk of the Court is hereby directed to seal the Confidential Appendices, on the Court file, until the filing of the Receiver's Certificate (as defined in and contemplated by the Order (Sale Approval and Vesting) made in connection with the Application. The Confidential Appendices shall be sealed and filed in an envelope containing the following endorsement thereon:

THIS ENVELOPE CONTAINS CONFIDENTIAL APPENDICES "A" AND "B" TO THE THIRD REPORT OF THE RECEIVER, DATED MARCH 4, 2020. THE CONFIDENTIAL APPENDICES TO THE THIRD REPORT OF THE RECEIVER ARE SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE JEFFREY, DATED MARCH 13, 2020, AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE UNTIL THE FILING OF THE RECEIVER'S CERTIFICATE REFERRED TO THEREIN.

3. Any person may apply, on reasonable notice to the Receiver and any other persons likely to be affected, to vary or amend the terms of paragraph 2 of this Order.

4. Service of this Order shall be deemed good and sufficient by:

(a) Serving 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;  
and

(b) Posting a copy of this Order on the Receiver's Website at:  
<https://documentcentre.eycan.com/Pages/Main.aspx?SID=1442>

and service on any other person is hereby dispensed with.

5. 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 "B" TO THE APPLICATION  
ORDER (SALE APPROVAL AND VESTING ORDER)**

Clerk's Stamp

|                                                                            |                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT FILE NUMBER                                                          | 1801-17912                                                                                                                                                                                                                                |
| COURT                                                                      | COURT OF QUEEN'S BENCH OF ALBERTA                                                                                                                                                                                                         |
| JUDICIAL CENTRE                                                            | CALGARY                                                                                                                                                                                                                                   |
| PLAINTIFF                                                                  | ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)                                                                                                                                                                                        |
| DEFENDANTS                                                                 | HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON                                                                                                                                              |
| DOCUMENT                                                                   | <b>ORDER (Sale Approval and Vesting Order)</b>                                                                                                                                                                                            |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: | McCarthy Tétrault LLP<br>4000, 421 – 7th Avenue SW<br>Calgary, Alberta T2P 4K9<br>Attention: Sean Collins / Pantelis Kyriakakis<br>Tel: 403-260-3531 / 3536<br>Fax: 403-260-3501<br>Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca |
| <b>DATE ON WHICH ORDER WAS PRONOUNCED:</b>                                 | <b>March 13, 2020</b>                                                                                                                                                                                                                     |
| <b>LOCATION OF HEARING OR TRIAL:</b>                                       | <b>Calgary, Alberta</b>                                                                                                                                                                                                                   |
| <b>NAME OF JUDGE WHO MADE THIS ORDER:</b>                                  | <b>Honourable Justice P.R. Jeffrey</b>                                                                                                                                                                                                    |

**UPON** the application (the "**Application**") of Ernst & Young Inc. (the "**Receiver**"), in its capacity as the court-appointed receiver and manager of the undertakings, property, and assets of Hughson Trucking Ltd. (the "**Debtor**") for an order approving the transactions (collectively, the "**Transaction**") contemplated by Asset Purchase Agreement, dated February 19, 2020 (the "**APA**"), between the Debtor, by and through the Receiver, in its capacity as the court-appointed receiver and manager of the Debtor, and 1010307 Alberta Ltd. (the "**Purchaser**"), as purchaser, attached as Confidential Appendix "B" to the Third Report of the Receiver, dated March 4, 2020 (the "**Third Receiver's Report**"), and vesting in the Purchaser (or its nominee), all of the Debtor's right, title, and interest in and to the assets described in the APA (collectively, the "**Assets**");

**AND UPON HAVING READ** the Receivership Order, dated December 19, 2018 (the "**Receivership Order**"), the Third Receiver's Report, and the Affidavit of Service of Katie Doran,

sworn on March ●, 2019 (the "**Service Affidavit**"), all filed; **AND UPON** having read Confidential Appendices "A" and "B" to the Third Receiver's Report (collectively, the "**Confidential Appendices**"), unfiled; **AND UPON HEARING** the submissions of counsel for the Receiver and for any other parties who may be present;

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

**SERVICE**

1. The time for service of the Application and the Third Receiver's Report is abridged, the Application is properly returnable today, service of the Application and the Third Receiver's Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the "**Service List**") attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Third Receiver's Report.

**APPROVAL OF THE TRANSACTION**

2. The Transaction is commercially reasonable and in the best interests of the Debtor, creditors, and its stakeholders. The Transaction is hereby approved, and the execution of the APA by the Receiver is hereby authorized, ratified, confirmed, and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to complete the Transaction, subject to the terms of the APA, to perform its obligations under the APA and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Assets to the Purchaser (or its nominee).

**VESTING OF THE ASSETS**

3. Upon the 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 Certificate**"), subject only to the Permitted Encumbrances (as defined below), all of the Debtor's right, title, and interest in and to the Assets, as described in the APA, shall vest absolutely, exclusively, and entirely 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, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary, or otherwise, whether or not they have attached or been perfected, registered or filed and whether

secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to:
  - (i) the *Personal Property Security Act* (Alberta) or any other personal property registry system; and, (ii) the *Land Titles Act*, RSA 2000, c L-7 (the “**Land Titles Act**”);
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in Schedule “**B**” 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 “**C**” (collectively, “**Permitted Encumbrances**”));

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

4. Upon delivery of the Receiver’s Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested, and directed to accept delivery of such Receiver’s Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Assets, subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles (“**Land Titles Registrar**”) for the lands defined below shall and is hereby authorized, requested, and directed to forthwith:
  - (i) cancel existing Certificates of Title No. 961 043 858 and 961 043 875 for those lands and premises municipally described as 116 8<sup>th</sup> Avenue NW, Milk River, Alberta and 124 8<sup>th</sup> Avenue NW, Milk River, Alberta, and legally described as:

PLAN 7410759  
BLOCK 37  
LOT 17  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(“**Parcel 1**”)

AND

PLAN 7410759  
BLOCK 37  
LOT 18  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(“**Parcel 2**” Parcel 2 and Parcel 1 are collectively, the “**Lands**”).

- (ii) issue new Certificates of Title for the Lands in the name of the Purchaser (or its nominee);
  - (iii) transfer to the New Certificates of Title the existing instruments listed in Schedule “**C**”, to this Order, and to issue and register against each of the New Certificates of Title such caveats, utility rights of ways, easements or other instruments as are listed in Schedule “**C**”; and
  - (iv) discharge and expunge the Encumbrances listed in Schedule “**B**” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the APA against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Receiver’s Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of

title or interest and cancel and discharge registrations against any of the Assets of any Claims including the Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the APA.

7. Upon delivery of the Receiver's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

8. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Assets from and after delivery of the Receiver's Certificate and all Claims including the Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber, or otherwise form a charge, security interest, lien, or other Claim against the Assets and may be asserted against the net proceeds from sale of the Assets 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.

9. Except as expressly provided for in the APA or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.

10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or

evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Debtor or the Receiver.

13. The Receiver is directed to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

#### **MISCELLANEOUS MATTERS**

15. 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 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.

16. 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.

17. 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. 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:  
<https://documentcentre.eycan.com/Pages/Main.aspx?SID=1442>

and service on any other person is hereby dispensed with.

19. 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 ORDER (SALE APPROVAL AND VESTING)  
RECEIVER'S CERTIFICATE**

|                                                                            |                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT FILE NUMBER                                                          | 1801-17912                                                                                                                                                                                                                                |
| COURT                                                                      | COURT OF QUEEN'S BENCH OF ALBERTA                                                                                                                                                                                                         |
| JUDICIAL CENTRE                                                            | CALGARY                                                                                                                                                                                                                                   |
| PLAINTIFF                                                                  | ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)                                                                                                                                                                                        |
| DEFENDANTS                                                                 | HUGHSON TRUCKING INC., LEROY CHRISTIAN HUGHSON, DARREN JAMES HUGHSON, and JUSTIN LEE HUGHSON                                                                                                                                              |
| DOCUMENT                                                                   | <b>RECEIVER'S CERTIFICATE</b>                                                                                                                                                                                                             |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: | McCarthy Tétrault LLP<br>4000, 421 – 7th Avenue SW<br>Calgary, Alberta T2P 4K9<br>Attention: Sean Collins / Pantelis Kyriakakis<br>Tel: 403-260-3531 / 3536<br>Fax: 403-260-3501<br>Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca |

Clerk's Stamp

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated December 19, 2018, Ernst & Young Inc., was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property, and assets of Hughson Trucking Inc. (the "**Debtor**").
- B. Pursuant to an Order of the Court, dated March 13, 2020 (the "**Sale Approval Order**"), the Court approved the Asset Purchase Agreement, dated February 19, 2020 (the "**APA**"), between the Debtor by and through the Receiver, in its capacity as the court-appointed receiver and manager of the Debtor and 1010307 Alberta Ltd. (the "**Purchaser**"), as purchaser, and provided for the vesting in the Purchaser of the Debtor's right, title, and interest in and to the Assets, which vesting is to be effective with respect to the Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Assets; (ii) that all conditions to

the closing of the APA have been satisfied or waived by the Receiver and the Purchaser; and, (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the purchase price for the Assets, in accordance with and as contemplated by the terms of the APA;
2. The conditions to the closing of the APA have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and,
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**ERNST & YOUNG INC.**, in its capacity as receiver and manager of the undertaking, property and assets of **HUGHSON TRUCKING INC.**, and not in its personal or corporate capacity.

Per: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "B" TO THE ORDER (SALE APPROVAL AND VESTING)  
ENCUMBRANCES**

**Parcel 1**

| <b>REGISTRATION<br/>NUMBER</b> | <b>DATE</b> | <b>PARTICULARS</b>                                                                                                                                                                                                                                              |
|--------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 991 146 362                    | 27/05/1999  | MORTGAGE – ALBERTA TREASURY BRANCHES.<br>319 – 6 <sup>TH</sup> STREET SOUTH<br>LETHBRIDGE<br>ALBERTA T1J2C7<br>ORIGINAL PRINCIPAL AMOUNT: \$165,000                                                                                                             |
| 071 205 109                    | 28/04/2007  | AMENDING AGREEMENT<br>AFFECTS INSTRUMENT: 991146362                                                                                                                                                                                                             |
| 101 181 399                    | 17/06/2010  | AMENDING AGREEMENT<br>AMOUNT: \$250,000<br>AFFECTS INSTRUMENT: 991146362                                                                                                                                                                                        |
| 131 185 657                    | 31/07/2013  | AMENDING AGREEMENT<br>AMOUNT: \$500,000<br>AFFECTS INSTRUMENT 991146362                                                                                                                                                                                         |
| 161 058 078                    | 03/03/2016  | MORTGAGE<br>MORTGAGEE – 1010307 ALBERTA LTD.<br>BOX 149<br>MILK RIVER<br>ALBERTA T0KIM0<br>ORIGINAL PRINCIPAL AMOUNT: \$1,005,972                                                                                                                               |
| 201 010 525                    | 15/01/2020  | WRIT<br>CREDITOR – PRO-TECH TELEBELT SERVICES LTD.<br>PO BOX 8340<br>COLD LAKE<br>ALBERTA T9M1N2<br>DEBTOR – HUGHSON TRUCKING INC.<br>PO BOX 219 STATION MAIN<br>LETHBRIDGE<br>ALBERTA T9E0J2<br>AMOUNT: \$82,815 AND COSTS IF ANY<br>ACTION NUMBER: 1914-00039 |

**Parcel 2**

| REGISTRATION<br>NUMBER | DATE       | PARTICULARS                                                                                                                                                                                                                                                     |
|------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 991 146 362            | 27/05/1999 | MORTGAGE – ALBERTA TREASURY BRANCHES.<br>319 – 6 <sup>TH</sup> STREET SOUTH<br>LETHBRIDGE<br>ALBERTA T1J2C7<br>ORIGINAL PRINCIPAL AMOUNT: \$165,000                                                                                                             |
| 071 205 109            | 28/04/2007 | AMENDING AGREEMENT<br>AFFECTS INSTRUMENT: 991146362                                                                                                                                                                                                             |
| 101 181 399            | 17/06/2010 | AMENDING AGREEMENT<br>AMOUNT: \$250,000<br>AFFECTS INSTRUMENT: 991146362                                                                                                                                                                                        |
| 131 185 657            | 31/07/2013 | AMENDING AGREEMENT<br>AMOUNT: \$500,000<br>AFFECTS INSTRUMENT 991146362                                                                                                                                                                                         |
| 161 058 078            | 03/03/2016 | MORTGAGE<br>MORTGAGEE – 1010307 ALBERTA LTD.<br>BOX 149<br>MILK RIVER<br>ALBERTA T0KIM0<br>ORIGINAL PRINCIPAL AMOUNT: \$1,005,972                                                                                                                               |
| 201 010 525            | 15/01/2020 | WRIT<br>CREDITOR – PRO-TECH TELEBELT SERVICES LTD.<br>PO BOX 8340<br>COLD LAKE<br>ALBERTA T9M1N2<br>DEBTOR – HUGHSON TRUCKING INC.<br>PO BOX 219 STATION MAIN<br>LETHBRIDGE<br>ALBERTA T9E0J2<br>AMOUNT: \$82,815 AND COSTS IF ANY<br>ACTION NUMBER: 1914-00039 |

**SCHEDULE "C" TO THE ORDER (SALE APPROVAL AND VESTING)  
PERMITTED ENCUMBRANCES**

NONE.