

COURT FILE NUMBER 1603 09140  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF ROYAL BANK OF CANADA  
DEFENDANT GRAHAM BROTHERS CONSTRUCTION GROUP LTD.  
DOCUMENT APPROVAL AND VESTING ORDER (Sale by Receiver)



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Ogilvie LLP  
1400, 10303 Jasper Avenue  
Edmonton AB T5J 3N6  
Attention: Kentigern A. Rowan, Q.C.  
Phone: 780.429.6236  
Fax: 780.429.4453  
File No.: 3089.57

I hereby certify this to be a true copy of the original.

for Clerk of the Court

Service will be accepted by delivery or fax. No other form of service will be accepted.

DATE ON WHICH ORDER WAS PRONOUNCED: March 2, 2018  
LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, AB  
NAME OF JUSTICE WHO MADE THIS ORDER: S.D. Millier

UPON THE APPLICATION by Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Graham Brothers Construction Group Ltd. ("Graham Bros."); AND UPON reading the Receiver's Tenth Report to this Honourable Court; AND UPON reading the Affidavit of Service of notice of this application; AND UPON hearing counsel for the Receiver:

IT IS HEREBY ORDERED AND ADJUDGED THAT:

SERVICE

- [1] Service of notice of this application and supporting materials including, but not limited to the Tenth Report of the Receiver, in the manner described in the Affidavit of Service is hereby deemed to be good and sufficient and time for service is abridged as required.

## RECEIVER'S TENTH REPORT

- [2] The Receiver's Tenth Report and the activities of the Receiver described therein be and are hereby approved.
- [3] The Interim Statement of Receipts and Disbursements attached as Appendix "A" to the Receiver's Tenth Report be and is hereby approved.
- [4] The sales process conducted by the Receiver respecting the sale of two (2) antique steam locomotives described as:
- (a) Locomotive 1: EX-CP 1286, S/N CLC 2443;
  - (b) Locomotive 2: EX-CP 1238, S/N MLW 74898,
  - (c) together with additional and miscellaneous parts thereto
- (collectively, the "Locomotives"),
- be and is hereby approved.
- [5] The sale of the Locomotives to the Vintage Locomotive Society of Winnipeg, Manitoba (the "Purchaser"), for the total sum of \$100,000.00 be and is hereby approved.
- [6] The Asset Purchase Agreement contained within the confidential addendum to the Receiver's Tenth Report at Appendix "D" (the "Sale Agreement") is hereby approved and the 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 the completion of the transaction or for the conveyance of the Locomotives to the Purchaser (or its nominee) (the "Transaction").

## VESTING OF PROPERTY

- [7] 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"), all of Graham Bros.' right, title and interest in and to the Locomotives shall vest absolutely in the name of the Purchaser (or its nominee), 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:

any encumbrances or charges created by the Receivership Order;

all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances"); and

for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Locomotives are hereby expunged and discharged as against the Locomotives.

- [8] The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against Graham Bros.
- [9] Graham Bros. and all persons who claim by, through or under Graham Bros. in respect of the Locomotives, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Locomotives and, to the extent that any such persons remains in possession or control of any of the Locomotives, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
- [10] The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Locomotives for its own use and benefit without any interference of or by Graham Bros., or any person claiming by or through or against Graham Bros.
- [11] The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
- [12] Notwithstanding:

The pendency of these proceedings;

Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of Graham Bros. and any bankruptcy order issued pursuant to any such applications; and

Any assignment in bankruptcy made in respect of Graham Bros.,

the vesting of the Locomotives 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 Graham Bros. and shall not be void or voidable by creditors of Graham Bros., nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue,


or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

- [13] The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

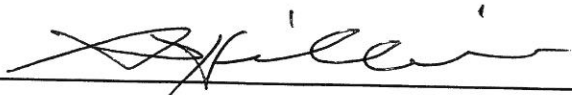
#### MISCELLANEOUS MATTERS

- [14] This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 orders as to provide such assistance to the Receiver, as an officer of this 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.

- [15] This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

-  [16] ~~The confidential addendum to the Receiver's Tenth Report, being appendices "C" and "D" of that Report, shall remain unfiled until such a time as the sales transaction contemplated herein is completed and the right, title, and interest in the Locomotives has vested with the Purchaser, or until further Order of this Court.~~ ✓

- [17] Service of this Order on any party not attending this application is hereby dispensed with.

  
 \_\_\_\_\_  
 J.C. C.Q.B.A.

**Schedule "A"****Form of Receiver's Certificate**

COURT FILE NUMBER	1603 09140
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANT	GRAHAM BROTHERS CONSTRUCTION GROUP LTD.
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>

Clerk's Stamp

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

Ogilvie LLP  
1400, 10303 Jasper Avenue  
Edmonton AB T5J 3N6  
Attention: Kentigern A. Rowan, Q.C.  
Phone: 780.429.6236  
Fax: 780.429.4453  
File No.: 3089.57

**Service will be accepted by delivery or fax. No other form of service will be accepted.**

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice R. P. Belzil of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated May 25, 2016, Deloitte Restructuring Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Graham Brothers Construction Group Ltd. ("Graham Bros.).
- B. Pursuant to an Order of the Court dated \_\_\_\_\_, 2018, the Court approved the agreement of purchase and sale made as of **[Date of Agreement]** (the "Sale Agreement") between the Receiver and the Vintage Locomotive Society (the "Purchaser") and provided for the vesting in the Purchaser of Graham Bros.' right, title and interest in and to the Locomotives, which vesting is to be effective with respect to the Locomotives 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 Purchased Assets; (ii) that the conditions to Closing as set out in the Sale

Agreement 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, terms with initial capitals 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 Locomotives 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 Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**DELOITTE RESTRUCTURING INC., in its capacity as Receiver of the undertaking, property and assets of GRAHAM BROTHERS CONSTRUCTION GROUP LTD., and not in its personal capacity.**

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

**Name:**

**Title:**