



COURT FILE NUMBER 2101-02280

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

DOCUMENT **APPLICATION**



\$50.00
Justice Romaine
COM
July 6, 2021

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

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 Justice.

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

Date: Tuesday, July 6, 2021
Time: 2:00 p.m.
Where: Calgary Courts Centre, via WebEx videoconference
Before Whom: The Honourable Madam Justice B.E.C. Romaine

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

Remedy claimed or sought:

1. An order (the “**Sales Process & Auction Approval and Vesting Order**”) in substantially the same form as that attached as Schedule “A” to this Application, granting the following relief and directions:

- 1.1 abridging, if necessary, the time for service of this Application and deeming service to be good and sufficient;
 - 1.2 approving the sales process (“**Sales Process**”), prepared and proposed to be conducted by Alvarez & Marsal Canada Inc. (“**A&M**”) in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties (collectively, the “**Property**”) of People Express Transport Ltd. (the “**Debtor**”), as further described in the Second Report of the Receiver, filed June 28, 2021 (the “**Second Report**”);
 - 1.3 approving an auction agreement (the “**Auction Agreement**”) between the Receiver, in its capacity as receiver and manager of the Debtor, and Century Services Corp. in respect of the Auction Assets (as defined in the Second Report) and in accordance with subsections 3(k), 3(l) and 3(m) of the Consent Receivership Order (as defined below);
 - 1.4 compelling JDV Trucking Ltd. (“**JDV**”) to return 2013 UTILITY 53’ TANDEM Trailer Unit# 1527 (VIN: 1UYVS2533CU389004) (the “**Unit**”) which is unlawfully in its possession, to the Receiver by July 15, 2021. Should JDV fail to return the Unit by July 15, 2021, the Receiver may engage a civil enforcement agency to take steps to obtain possession of the Unit and return same to the Receiver, at the sole cost and expense of JDV;
 - 1.5 approving the previously undertaken and proposed go-forward actions, conduct and activities of the Receiver and those of the Receiver’s legal counsel, and the Receiver’s statement of receipts and disbursements, as set out and described in the Second Report; and
 - 1.6 approving the professional fees, receipts and disbursements of the Receiver, and those of the Receiver’s legal counsel for the period of May 8, 2021 to June 18, 2021 as set forth in the Second Report.
2. An Order, in substantially the form of the proposed Order attached hereto as Schedule “B” (the “**Restricted Court Access Order**”) to this Application, directing the sealing of the First Confidential Supplemental Report, dated June 28, 2021 and the Second Confidential Supplemental Report, to be filed, both supplementing the Second Report (together, the “**Confidential Supplemental Reports**”) in accordance with Part 6, Division 4 of the *Alberta Rules of Court*.
 3. Such further and other relief, advice and directions as counsel may advise and this Honourable Court may deem just and appropriate.

Grounds for making this Application:

4. On April 22, 2021, following the Application of the Royal Bank of Canada (“**RBC**” or the “**Secured Lender**”), A&M was appointed as Receiver over the Property of the Debtor, by Order of the Honourable Madam Justice L.B. Ho (the “**Consent Receivership Order**”).

i. Sales Process

5. The liquidation plan of the Receiver involves, among other things, efforts to undertake a sales process to maximize the value of the business and Property of the Debtor for the benefit of all stakeholders.
6. The Sales Process undertaken by the Receiver involved, *inter alia*, an invitation for offer process, whereby the Receiver sought proposals from interested auctioning companies for the marketing and auctioning of the Property in an attempt to maximize realizations for all creditors and stakeholders in the estate.
7. The Sales Process undertaken by the Receiver involved a fair and reasonable process to identify potentially superior offers and was conducted in a transparent manner, as more particularly described in the Second Report.
8. The implementation of the Sales Process has resulted in a fair and reasonable process that has adequately canvassed the market in order to maximize value for the Property of the Debtor for the benefit of all stakeholders.
9. The Sales Process is supported by the Secured Lender.

ii. Auction Approval and Vesting Order

10. Pursuant to the Consent Receivership Order, the Receiver was authorized to, among other things, market any or all of the Property, sell the Property or any parts thereof, and apply for any vesting order necessary to convey the Property or any parts thereof, free and clear of any liens or encumbrances.
11. As described in the Second Report, the Receiver intends to enter into the Auction Agreement with Century Services Corp. for the marketing and auction sale of the Auction Assets (as defined in the Second Report).
12. The Receiver believes that the sale program and auction process contemplated by the Auction Agreement will generate the highest offer available for the Auction Assets and will garner the greatest recovery to the creditors of the Debtor.

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

iii. Return of Property

14. JDV is in possession of 2013 UTILITY 53' TANDEM Trailer Unit# 1527 (VIN: 1UYVS2533CU389004), which is subject to RBC's security, which JDV has refused to return despite the Receiver's repeated requests for the return of the subject Property for the reasons set forth in the Second Report.

iv. Approval of Actions, Conduct and Fees

15. The efforts of the Receiver in relation to the matters discussed and more particularly set out in the Second Report, including, without limitation, in relation to the Receiver's efforts made in connection with the Sales Process, securing and safeguarding the Property, engaging services of third-party transportation companies to assist with the Receivership Proceedings, attending to the questions and/or concerns of former employees of the Debtor, ongoing communication with various lessors of equipment, closing the sale of certain assets to C. Keay Investments Ltd. (approved by this Court), and engaging and attending to the requests of various other stakeholders, have been and will be duly undertaken as part of the Receiver's Court-ordered mandate in these proceedings.
16. All of the actions and conduct in respect of the fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceedings as reported in the Second Report are reasonable and necessary, and have been validly undertaken and incurred in connection with the conduct of the Receiver's obligations herein in relation to the Property.

v. Restricted Court Access Order

17. The Confidential Supplemental Reports contain matters of a sensitive commercial nature, including, *inter alia*, the offers the Receiver has received from auction parties, a summary of the terms and conditions of certain of the offerors proposal, and the Auction Agreement (as defined in the Second Report) (the "**Confidential Information**").
18. The publication or dissemination of the Confidential Information could result in harm to the sale of the Property of the Debtor, and may be highly prejudicial to the third parties whose confidential information and/or documentation form part of the Confidential Information.

19. The Restricted Court Access Order being sought is the least restrictive and prejudicial alternative to prevent the dissemination of the commercially sensitive Confidential Information, such that is fair and just in the circumstances to restrict public access to the Confidential Information.
20. Counsel to the Receiver completed and submitted a Notice to Media of Application to Restrict Access, in respect of the Restricted Court Access Order being sought.
21. The terms as set out in the proposed form of Restricted Court Access Order attached hereto as Schedule "B" are necessary to effect the sealing of the Confidential Supplemental Reports.
22. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

23. All pleadings and proceedings filed in the within action, including the Consent Receivership Order.
24. The Second Report of the Receiver and the Confidential Supplemental Reports of the Receiver.
25. The proposed form of the Sales Process & Auction Approval and Vesting Order attached as **Error! Reference source not found.** to this Application.
26. Notice to Media of Application to Restrict Access.
27. The inherent jurisdiction of this Honourable Court to control its own process.
28. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

29. Rules 1.3, 6.3(1), 6.47(e) and (f), 6.9(1)(b), 11.27, 11.29, and 13.5, 6.29, and Part 6, Division 4; and, *Bankruptcy and Insolvency General Rules*, CRC 1985, c 368, as amended, and such further and other Rules as counsel may advise and that this Honourable Court may permit.

Applicable Acts and regulations:

30. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, the *Judicature Act*, RSA 2000, c J-2, as amended, and such other Rules, Acts and Regulations as counsel may advise and that this Honourable Court may permit.

Any irregularity complained of or objection relied on:

31. None.

How the Application is proposed to be heard or considered:

32. Oral submissions by counsel at an Application in Justice Chambers as agreed and scheduled by counsel, before the Honourable Madam Justice B.E.C. Romaine, at the Calgary Courts Centre, on Tuesday, July 6, 2021 at 2:00 p.m. or as soon thereafter as counsel may be heard, via WebEx videoconference.

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 materials to the Applicant.

SCHEDULE “A”

PROPOSED FORM OF SALES PROCESS & AUCTION APPROVAL AND VESTING ORDER

[See attached]

COURT FILE NUMBER 2101-02280

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

Clerk's Stamp

DOCUMENT **ORDER**
(Sales Process, Compelling Return of
Property, and Approval of Receiver's Actions,
Conduct and Fees & Auction Approval and
Vesting Order)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

DATE UPON WHICH ORDER WAS PRONOUNCED: Tuesday, July 6, 2021

NAME OF JUSTICE WHO MADE THIS ORDER Madam Justice B.E.C. Romaine

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties (collectively, the “**Property**”) of People Express Transport Ltd. (“**People Express**” or the “**Debtor**”) for an order, *inter alia*: (i) approving the Auction Agreement (as defined in the Second Report (defined below)) between the Receiver, in its capacity as Court appointed receiver and manager of People Express, and Century Services Corp. (the “**Auctioneer**”), and the transactions contemplated thereby; and (ii) providing for the vesting of People Express’ right, title and interest in and to the Auction Assets, as defined in the Second Report, in any person or persons who purchase any of the Auction Assets pursuant to the Auction Agreement (a “**Purchaser**”); **AND UPON HAVING READ** the Consent Receivership Order filed in this matter on April 22, 2021 (the “**Consent Receivership Order**”), the Application and the Second Report of the Receiver

(the “**Second Report**”), both filed June 28, 2021, the First Confidential Supplemental Report of the Receiver, dated June 28, 2021, and the Second Confidential Supplemental Report of the Receiver, to be filed, both supplementing the Second Report, the Affidavit of Service of Rachel Dingman, to be filed, and any other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of counsel for the Receiver, and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this 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 the time for service of this Application is abridged to that actually given.

Sales Process

2. The sales process (“**Sales Process**”), as described in the Second Report, undertaken by the Receiver and to be instituted going forward, together with the sales advisor, the Century Offer (as defined in the Second Report), and the Auction Agreement, are hereby approved.
3. The Receiver is hereby authorized and empowered to apply to this Court to amend, vary, or seek any advice, directions with regard to the Sales Process or with regard to the approval or vesting of any transactions, in connection with the Sales Process.
4. The Receiver and its affiliates, partners, directors, employees, advisors, agents, shareholders and controlling persons shall have no liability of any nature or kind to any person in connection with or as a result of the Sales Process or the actions taken in respect of the Sales Process, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or wilful misconduct of any of the foregoing in performing their obligations under the Sales Process (as determined by this Court).
5. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property, and to their advisors, but only to the extent desirable or required to carry out the Sales Process and to attempt to complete a transaction for some or all of the Property. Each prospective purchaser or bidder, and their respective advisors to whom any such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information solely to its evaluation of a transaction for some or all of the Property, and if it does not complete such a transaction, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any of the Property shall be entitled to continue to use the personal information provided to it, and related to such

property, in a manner that is in all material respects identical to the prior use of such information by People Express, and shall return all other personal information to the Receiver or People Express, or ensure that all other personal information is destroyed.

Approval of Auction Agreement

6. The Auction Agreement (including all schedules attached thereto) is hereby approved.
7. Subject to the provisions of this Order and the Consent Receivership Order, the Receiver is hereby authorized and directed to take any and all actions as may be necessary or desirable to implement the Auction Agreement. Without limiting the foregoing, the Receiver is authorized to execute any other agreement, contract, deed or any other document, or take any other action, which could be required or useful to give full and complete effect to the Auction Agreement.

Marketing and Sale of Auction Assets

8. The Auctioneer is authorized to market and sell the Auction Assets in accordance with the terms of the Auction Agreement (the “**Asset Sales**”). The Asset Sales shall be free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively the “**Claims**”) including, without limiting the generality of the foregoing:
 - a. any encumbrances or charges created by the Consent Receivership Order; and
 - b. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system,
 collectively, the “**Encumbrances**”.

Asset Sale and Vesting

9. Upon the Auctioneer completing the sale of any of the Auction Assets to a Purchaser, and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of purchase to such Purchaser (the “**Purchaser Bill of Sale**”):
 - a. all of the Debtor’s right, title and interest in and to the Auction Assets, as applicable, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all Claims, and all of the Encumbrances affecting or relating to such Auction Assets shall be expunged and discharged as against such Auction Assets;
 - b. the Debtor and all persons who claim by, through or under the Debtor in respect of the Auction Assets, as applicable, shall stand absolutely barred and foreclosed from all estate,

right, title, interest, royalty, rental and equity of redemption of the Auction Assets and, to the extent that any such persons remain in possession or control of any of the Auction Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee); and

- c. the Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Auction Assets for its own use and benefit without any interference of the Debtor, or any person claiming by or through or against the Debtor.
10. Nothing herein shall discharge the obligations of the Auctioneer pursuant to the Auction Agreement or otherwise, or the rights or claims of the Receiver in respect thereof including, without limitation, the obligations of the Auctioneer to account for and remit the proceeds of the Asset Sales (the “**Sale Proceeds**”) to the Receiver in accordance with the terms of the Auction Agreement.
 11. For the purposes of determining the nature and priority of Claims, the monies payable to the Receiver under the Auction Agreement from the Asset Sales shall stand in the place and stead of the Auction Assets, and from and after the delivery of the Purchaser Bill of Sale, all Claims shall attach to the net Sale Proceeds from the Asset Sales with the same priority as they had with respect to the Auction Assets immediately prior to the sale, as if the Auction 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.
 12. From and after the closing of sale of any of the Auction Assets to a Purchaser, the Receiver is authorized to take all such steps as may be necessary to effect the discharge of any security registration or registrations relating to the Claims registered against the Auction Assets, including Encumbrances, as may be necessary, provided that the Receiver shall not be authorized to effect any discharge that would have the effect of releasing any collateral other than the Auction Assets, and the Receiver shall be authorized to take any further steps by way of further application to this Court.
 13. Notwithstanding: (i) the pendency of these receivership proceedings; (ii) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) in respect of the Debtor and any bankruptcy order issued pursuant to such applications; (iii) any assignment in bankruptcy made in respect of the Debtor; or (iv) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances contained in any existing agreement, lease, sub-lease, offer to lease or other arrangement which binds the Debtor, and notwithstanding any provision to the contrary in any such agreement (a “**Third Party Agreement**”):
 - a. the vesting of the Auction 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 settlement, fraudulent preference, assignment, fraudulent

conveyance, transfer at undervalue, 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; and

- b. the vesting of the Auction Assets in the Purchaser (or its nominee) pursuant to this Order shall not create nor be deemed to constitute a breach by the Debtor of any Third Party Agreement, and the Purchaser shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation, execution, delivery or performance of the transactions contemplated herein.

Limitation of Liability

14. Subject to the Consent Receivership Order, nothing in this Order shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Auction Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Auction Assets within the meaning of environmental legislation or pursuant to the terms of the BIA.
15. No action lies against the Receiver by reason of this Order or to the performance of any act authorized by this Order.

Return of Property

16. JDV Trucking Ltd. (“**JDV**”) shall return the 2013 UTILITY 53’ TANDEM Trailer Unit# 1527 (VIN: 1UYVS2533CU389004) (the “**Unit**”), which is currently in its possession, to the Receiver by July 15, 2021. Should JDV fail to return the Unit by July 15, 2021, the Receiver may engage a civil enforcement agency to take steps to obtain possession of the Unit and return same to the Receiver, at the sole cost and expense of JDV.

Actions, Activities and Conduct & Fees and Disbursements of the Receiver

17. The previously undertaken and proposed go-forward actions, activities and conduct of the Receiver as described in the Second Report are hereby approved.
18. The professional fees and disbursements of the Receiver and the Receiver’s legal counsel, Torys LLP, for the period of May 8, 2021 to June 18, 2021 and as summarized in the Second Report, are fair and reasonable and are hereby approved and ratified.

MISCELLANEOUS

19. Service of this Order shall be deemed good and sufficient by:
 - a. serving the same on the persons listed on the service list created in these proceedings; and

- b. posting a copy of this Order on the Receiver's website at
<https://www.alvarezandmarsal.com/content/people-express-transport-ltd-court-order>

and service on any other person is hereby dispensed with.

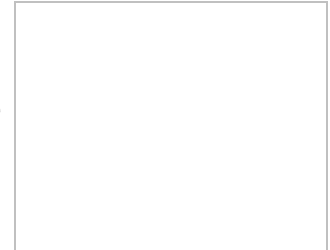
20. Subject to Rules 11.25 and 11.26 this Order shall constitute an order for substituted service pursuant to Rule 11.28 of the *Alberta Rules of Court*.
21. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give 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.
22. The Receiver, the Auctioneer (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 Asset Sales.
23. Upon the closing of the transactions contemplated in the Auction Agreement, the Receiver shall file with the Clerk of the Court a Receiver's Certificate substantially in the form attached hereto as Schedule "A".

Justice of the Alberta Court of Queen's Bench

SCHEDULE “B”
(Form of Receiver’s Certificate)

Clerk’s Stamp

| | |
|-------------------|-----------------------------------|
| COURT FILE NUMBER | 2101-02280 |
| COURT | COURT OF QUEEN’S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| PLAINTIFF | ROYAL BANK OF CANADA |
| DEFENDANT | PEOPLE EXPRESS TRANSPORT LTD. |



DOCUMENT **RECEIVER’S CERTIFICATE**

| | |
|---|---|
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Torys LLP 4600 Eighth Avenue Place East 525 - Eighth Ave SW Calgary, AB T2P 1G1 Attention: Kyle Kashuba Telephone: +1 403.776.3744 Fax: +1 403.776.3800 Email: kkashuba@torys.com File No. 39108-2009 |
|---|---|

RECITALS

- A. Pursuant to an Order of the Honourable Madam Justice L.B. Ho of the Court of Queen’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated April 22, 2021, Alvarez & Marsal Canada Inc. was appointed receiver and manager (the “**Receiver**”) of the undertaking, property and assets of People Express Transport Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated July 6, 2021, the Court approved the auction agreement noted therein (the “**Auction Agreement**”) between the Receiver, in its capacity as receiver and manager of the Debtor, and Century Services Corp.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Auction Agreement.

THE RECEIVER CERTIFIES the following:

1. The Auction occurred and the Auctioneer has paid and the Receiver has received all amounts payable to the Receiver pursuant to the Auction Agreement; and
2. This Certificate was delivered by the Receiver at _____ on _____, 2021.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed Receiver and Manager of
People Express Transport Ltd.
and not in its personal or corporate capacity**

Per: _____

Name: Orest Konowalchuk, CPA, CA, CIRP, LIT

Title: Senior Vice President

SCHEDULE “B”

RESTRICTED COURT ACCESS ORDER

[See attached]

COURT FILE NUMBER 2101-02280

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT PEOPLE EXPRESS TRANSPORT LTD.

DOCUMENT **RESTRICTED COURT ACCESS ORDER
(Confidential Supplemental Reports to the
Second Report of the Receiver)**

Clerk's Stamp

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

Torys LLP
4600 Eighth Avenue Place East
525 - Eighth Ave SW
Calgary, AB T2P 1G1

Attention: Kyle Kashuba
Telephone: +1 403.776.3744
Fax: +1 403.776.3800
Email: kkashuba@torys.com
File No. 39108-2009

DATE ON WHICH ORDER WAS PRONOUNCED: Tuesday, July 6, 2021

NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice B.E.C. Romaine

LOCATION OF HEARING: Calgary, Alberta

UPON THE APPLICATION by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of People Express Transport Ltd. for amongst other things, a restricted court access order, as described and discussed in the Second Report of the Receiver filed June 28, 2021 (the “**Second Report**”); **AND UPON HAVING READ** the Consent Receivership Order dated April 22, 2021, the Second Report, the First Confidential Supplemental Report of the Receiver dated June 28, 2021, and the Second Confidential Supplemental Report of the Receiver dated June ■, 2021, both supplementing the Second Report (together, the “**Confidential Supplemental Reports**”), the Affidavit of Service of Rachel Dingman, to be filed (the “**Affidavit of Service**”), and any other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of

counsel for the Receiver, and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the 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 the time for service of this Application is abridged to that actually given.
2. The Confidential Supplemental Reports shall be treated as confidential, sealed and not form part of the public record, and shall be inserted in a sealed envelope which shall be clearly marked "THIS ENVELOPE CONTAINS THE FIRST CONFIDENTIAL SUPPLEMENTAL REPORT AND THE SECOND CONFIDENTIAL SUPPLEMENTAL REPORT, BOTH SUPPLEMENTING THE SECOND REPORT OF ALVAREZ & MARSAL CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF PEOPLE EXPRESS TRANSPORT LTD., WHICH ARE SEALED PURSUANT TO COURT ORDER, ARE NOT TO BE OPENED, AND ARE NOT TO BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE WITHOUT PRIOR AUTHORITY FROM THE HONOURABLE MADAM JUSTICE B.E.C. ROMAINE OR ANY OTHER JUSTICE OF THE COURT OF QUEEN'S BENCH".
3. The Confidential Supplemental Reports of the Receiver may be filed with the Court after the discharge of the Receiver as appointed in connection with the subject receivership proceedings.
4. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

Justice of the Court of Queen's Bench of Alberta