

SECURITY

- 6.4 The Borrowers and Guarantors each respectively acknowledge that the Lender's Security, held by the Lender as security for the repayment of the Debt, is valid, enforceable and subsisting.

GUARANTEE

- 6.5 The Borrowers and Guarantors acknowledge the amount of the Debt outstanding to the Lender and that the Guarantees granted by the Guarantors respectively in favour of the Lender, remain valid, enforceable and subsisting.

AMENDMENT

- 6.6 This Forbearance Agreement may only be amended by further written agreement executed and delivered by all parties. No termination or waiver of any provision of this Forbearance Agreement is effective unless made in writing and signed by the appropriate parties, and then only in the specific terms provided for therein.

NO ORAL REPRESENTATIONS

- 6.7 The Borrowers and the Guarantors each acknowledge and agree that the Lender has made no oral representations and, in any event, no oral representations by or on behalf of the Lender, the Borrowers or the Guarantors will have the effect of amending this Forbearance Agreement or the terms of the Loan Agreements, the Lender's Security or the Guarantees.

INVALID IN PART

- 6.8 If any one or more of the provisions of this Forbearance Agreement, or any application of a provision of this Forbearance Agreement, is void, invalid or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction, and the validity, legality and enforceability of the remaining provisions of this Forbearance Agreement or any application of the provisions of this Forbearance Agreement, shall remain intact and not in any way be affected or impaired thereby.

BINDING

- 6.9 This Forbearance Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.

TIME OF THE ESSENCE

- 6.10 Time shall be of the essence in this Forbearance Agreement.

NON-WAIVER

- 6.11 Any condemnation, excusing, overlooking or waiver by the Lender of any default, breach or non-observance of any of the terms as set forth herein, or in respect of any

of the Lender's Security, the Loan Agreements, or the Guarantees, shall not constitute a waiver by the Bank of its rights under this Forbearance Agreement, the Lender's Security, the Loan Agreements or the Guarantees, as the case may be, in respect of any continuing or subsequent default, breach or non-performance thereof, so as to defeat in any way the rights of the Lender pursuant to this Forbearance Agreement, the Lender's Security, the Loan Agreements or the Guarantees.

EXCLUSIVITY

- 6.12 The rights conferred upon the Lender under this Forbearance Agreement are intended to be exclusive of any other rights available to the Lender, and any such rights shall be cumulative and shall be in addition to every other right either given hereunder or available to the Lender pursuant to the Lender's Security, the Loan Agreements and the Guarantees now or hereafter existing by law or in equity or otherwise.

EXECUTION

- 6.13 This Forbearance Agreement and any agreement or document to be delivered hereunder may be executed by any party by the signing of a counterpart hereof or thereof, as the case may be, each of which counterpart so executed shall be deemed to be an original, and such counterparts together shall constitute a single instrument. Faxed or electronic copies of such counterparts shall have the same force and effect as the original copies hereof or thereof, as the case may be.

LAWS OF ALBERTA

- 6.14 This Forbearance Agreement is and shall be governed by and construed in accordance with the laws of the Province of Alberta, and the parties hereby irrevocably attorn to the jurisdiction of the Court of Queen's Bench of Alberta, Judicial Centre of Calgary.

APPLICATION

- 6.15 The singular of any plural and vice versa, and the use any term is generally applicable to any gender and, where applicable, a corporation. Any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity.

LEGAL ADVICE

- 6.16 The Borrowers and the Guarantors do hereby confirm that they have had the opportunity to retain legal counsel and seek independent legal advice with respect to this Forbearance Agreement.

SECURITY REVIEW

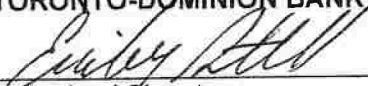
- 6.17 The Lender, at its sole and exclusive discretion, shall be permitted to conduct a review, or further review, of the Loan Agreements and the Lender's Security including the registration of fixed charges on the Borrowers' assets.

LENDER'S COSTS

6.18 Notwithstanding any other provision of this Forbearance Agreement, the Borrowers and the Guarantors do hereby agree to pay to the Lender its costs, including the costs of any agents of the Lender, and the Lender's legal costs, before and after any Default Incidents, and including costs of enforcement (on a solicitor and own client, full-indemnity basis), and also including costs incurred in reviewing the security documents held by the Lender in respect of the Debt, or any portion thereof, in preparing this Forbearance Agreement, and all other legal and other professional fees incurred by the Lender relating to the Loan Agreements, the Lender's Security and the Guarantees. These fees shall be capitalized by the Lender and are hereby agreed by the Borrowers and the Guarantors to form part of the Debt and the amounts guaranteed under the respective Guarantee.


IN WITNESS WHEREOF, the parties to this Forbearance Agreement have caused this Forbearance Agreement to be signed and delivered as of the effective date first above written.

THE TORONTO-DOMINION BANK


By: 
Authorized Signatory
Name:

Emily Still
Account Manager
TD Financial Restructuring Group


THE GENERATION CORPORATION

Per: 
Name:
Position:
"I have the authority to bind the corporation"

ELLIS FABRICATIONS INC.

Per: 
Name:
Position:
"I have the authority to bind the corporation"

GENERATION CONSTRUCTION CORP.

Per: 
Name:
Position:
"I have the authority to bind the corporation"

GENERATION STEEL INC.

Per: [Signature]
Name:
Position:
"I have the authority to bind the corporation"

GROUNDWORKS SAFETY SYSTEMS INC.

Per: [Signature]
Name:
Position:
"I have the authority to bind the corporation"

Per: [Signature]
JAMES FOLEY

Per: [Signature]
DANIELLE FOLEY

[Signature]

Michelle Brink
WITNESS

WITNESS

SCHEDULE "A"
LENDER'S SECURITY

General Security Agreement

1. A General Security Agreement executed January 8, 2019 by The Generation Corporation ("**Generation Corporation**") in favour of the Toronto-Dominion Bank ("**TD Bank**") and granting TD Bank a security interest in all present and after-acquired personal property of Generation Corporation and all proceeds thereof.
2. A General Security Agreement executed January 8, 2019 by Ellis Fabrications Inc. ("**Ellis Fabrications**") in favour of TD Bank and granting TD Bank a security interest in all present and after-acquired personal property of Ellis Fabrications and all proceeds thereof.
3. A General Security Agreement executed January 8, 2019 by Generation Construction Corp. ("**Generation Construction**") in favour of TD Bank and granting TD Bank a security interest in all present and after-acquired personal property of Generation Construction and all proceeds thereof.
4. A General Security Agreement executed January 8, 2019 by Generation Steel Inc. ("**Generation Steel**") in favour of TD Bank and granting TD Bank a security interest in all present and after-acquired personal property of Generation Steel and all proceeds thereof.
5. A General Security Agreement executed January 8, 2019 by Groundworks Safety Systems Inc. ("**Groundworks**") in favour of TD Bank and granting TD Bank a security interest in all present and after-acquired personal property of Groundworks and all proceeds thereof.

Guarantees and Postponements of Claim

6. A Guarantee executed January 8, 2019 by Generation Corporation in favour of TD Bank regarding the indebtedness of Ellis Fabrications in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to a TD Bank Loan Agreement dated December 24, 2018 and executed by Ellis Fabrications on December 28, 2018, and a TD Bank Business Credit Card Agreement executed by Ellis Fabrications on January 24, 2019 (collectively, the "**Ellis Fabrications Loan Agreements**"), and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
7. A Guarantee executed January 8, 2019 by Ellis Fabrications in favour of TD Bank regarding the indebtedness of Generation Corporation in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the TD Bank Loan Agreement dated December 24, 2018 and executed by Generation Corporation on December 28, 2018 (the "**Generation Corporation Loan Agreement**"), and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.

8. A Guarantee executed January 8, 2019 by Generation Construction in favour of TD Bank regarding the indebtedness of Generation Corporation in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Generation Corporation Loan Agreement, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
9. A Guarantee executed January 8, 2019 by Generation Construction in favour of TD Bank regarding the indebtedness of Ellis Fabrications in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Ellis Fabrications Loan Agreements, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
10. A Guarantee executed January 8, 2019 by Generation Steel in favour of TD Bank regarding the indebtedness of Generation Corporation in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Generation Corporation Loan Agreement, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
11. A Guarantee executed January 8, 2019 by Generation Steel in favour of TD Bank regarding the indebtedness of Ellis Fabrications in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Ellis Fabrications Loan Agreements, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
12. A Guarantee executed January 8, 2019 by Groundworks in favour of TD Bank regarding the indebtedness of Generation Corporation in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Generation Corporation Loan Agreement, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
13. A Guarantee executed January 8, 2019 by Groundworks in favour of TD Bank regarding the indebtedness of Ellis Fabrications in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Ellis Fabrications Loan Agreements, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
14. A Guarantee executed January 8, 2019 by James Foley ("**Mr. Foley**") in favour of TD Bank regarding the indebtedness of Generation Corporation in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Generation Corporation Loan Agreement, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
15. A Guarantee executed January 8, 2019 by Mr. Foley in favour of TD Bank regarding the indebtedness of Ellis Fabrications in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable

pursuant to the Ellis Fabrications Loan Agreements, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.

16. A Guarantee executed January 8, 2019 by Danielle Foley ("**Ms. Foley**") in favour of TD Bank regarding the indebtedness of The Generation Corporation in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Generation Corporation Loan Agreement, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.
17. A Guarantee executed January 8, 2019 by Ms. Foley in favour of TD Bank regarding the indebtedness of Ellis Fabrications in an unlimited amount plus interest payable from the date of demand at a rate equal to the highest interest rate per annum that is payable pursuant to the Ellis Fabrications Loan Agreements, and expenses incurred by TD Bank, including all legal fees on a solicitor and own client (full-indemnity) basis.

Mortgage

18. A Continuing Collateral Mortgage dated January 8, 2019 and executed by Generation Corporation in the amount of \$6,412,500.00 in favour of TD Bank (the "**Mortgage**"), granting TD Bank a security interest in the property legally described as follows:

PLAN 8023047
BLOCK 2
LOT 2A
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7722535
BLOCK 2
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Mortgaged Property**").

19. A General Assignment of Rents and Leases from the Mortgaged Property executed January 8, 2019 by Generation Corporation in favour of TD Bank.

SCHEDULE "B"
CONSENT JUDGMENT

COURT FILE NUMBER

Clerk's stamp

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

THE TORONTO-DOMINION BANK

DEFENDANTS

THE GENERATION CORPORATION, ELLIS
FABRICATIONS INC., GENERATION CONSTRUCTION
CORP., GENERATION STEEL INC., GROUNDWORKS
SAFETY SYSTEMS INC., JAMES FOLEY and DANIELLE
FOLEY

DOCUMENT

CONSENT JUDGMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP
2100, 222 - 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.4347
Fax: 403.508.4349
Attention: Catrina J. Webster
File: 0000152.03081

DATE ON WHICH ORDER WAS PRONOUNCED:

NAME OF MASTER WHO MADE THIS ORDER:

LOCATION OF HEARING OR TRIAL:

UPON THE APPLICATION of the Plaintiff, the Toronto-Dominion Bank, filed _____, 20__; **AND UPON NOTING** the consent of counsel for the Defendants, The Generation Corporation, Ellis Fabrications Inc., Generation Construction Corp., Generation Steel Inc., Groundworks Safety Systems Inc., James Foley, and Danielle Foley (collectively, the "Defendants"); **AND UPON HAVING** read the Affidavit of _____ sworn _____, 20__, filed; **AND UPON HEARING** from counsel for the Plaintiff, the Toronto-Dominion Bank, and all other interested parties present;


IT IS HEREBY ORDERED THAT:

1. The Plaintiff, the Toronto-Dominion Bank, is granted Judgment against the Defendants, The Generation Corporation, Ellis Fabrications Inc., Generation Construction Corp., Generation Steel Inc., Groundworks Safety Systems Inc., James Foley and Danielle Foley, in the sum of \$_____, jointly and severally, plus interest payable pursuant to the loan agreements, security agreements, and guarantees between the Toronto-Dominion Bank and the Defendants, from June 16, 2020 until the Judgment is paid in full, plus all costs, charges, and expenses incurred by the Toronto-Dominion Bank, including all professional fees and legal fees on a solicitor and own client (full-indemnity) basis.

Master of the Court of Queen's Bench of Alberta


CONSENTED TO BY:

MLT AIKINS LLP



Catrina Webster
Counsel for the Plaintiff, the Toronto-Dominion
Bank

CARON & PARTNERS LLP



Dean Hutchison, Counsel for the Defendants, The
Generation Corporation, Ellis Fabrications Inc.,
Generation Construction Corp., Generation Steel
Inc., Groundworks Safety Systems Inc., James
Foley and Danielle Foley

SCHEDULE "C"
RECEIVERSHIP ORDER

COURT FILE NUMBER:

Clerk's stamp

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

THE TORONTO-DOMINION BANK

DEFENDANTS

THE GENERATION CORPORATION, ELLIS
FABRICATIONS INC., GENERATION
CONSTRUCTION CORP., GENERATION STEEL
INC., GROUNDWORKS SAFETY SYSTEMS
INC., JAMES FOLEY, and DANIELLE FOLEY

DOCUMENT

RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP
2100, 222 - 3rd Ave SW
Calgary, Alberta T2P 0B4
Phone: 403.693.4347
Fax: 403.508.4349
Attention: Catrina Webster
File: 0114153.00031

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL:

NAME OF JUSTICE WHO MADE THIS ORDER:

UPON the application of the Toronto-Dominion Bank (the "**Applicant**" or "**TD Bank**") in respect of The Generation Corporation, Ellis Fabrications Inc., Generation Construction Corp., Generation Steel Inc., and Groundworks Safety Systems Inc. (collectively, the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of _____ sworn and filed on _____, 2020; **AND UPON** reading the consent of KPMG Inc. to act as receiver and manager (the "**Receiver**") of the Debtor, filed; **AND UPON** hearing counsel for TD Bank and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), KPMG Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to abandon, dispose of, transfer or otherwise release any interest in any of the Debtors' personal or real property;
 - (c) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (d) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (e) to engage tradespeople, technicians, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to

time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (f) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (j) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (l) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (n) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (p) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

- (t) to assign the Debtors into bankruptcy without further Order of this Court; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person

or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Receiver or leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtors' current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as

provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*, SC 2005, c 47.

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall 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 negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage

affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ _____ (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 and 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. This Order is issued and shall be filed in Court of Queen's Bench Action No. 2001 - _____, and Court of Queen's Bench in Bankruptcy Action No. _____, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered.
35. The Receiver shall establish and maintain a website in respect of these proceedings at [●] (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and

- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

36. 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 or otherwise served with notice of 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
- and service on any other person is hereby dispensed with.

37. 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 Queen's Bench of Alberta

CONSENTED TO BY:

CARON & PARTNERS LLP



Dean Hutchison, Counsel for the Defendants,
The Generation Corporation, Ellis Fabrications
Inc., Generation Construction Corp., Generation
Steel Inc., Groundworks Safety Systems Inc.,
James Foley and Danielle Foley

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that KPMG Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of The Generation Corporation, Ellis Fabrications Inc., Generation Construction Corp., Generation Steel Inc., and Groundworks Safety Systems Inc. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the [●], 2020 (the "**Order**") made in action numbers _____ - _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [●], being part of the total principal sum of [●] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of TD Bank from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

KPMG Inc., solely in its capacity as Receiver
of the Property (as defined in the Order), and
not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "D"
FORECLOSURE ORDER

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

THE TORONTO-DOMINION BANK

DEFENDANTS

THE GENERATION CORPORATION,
ELLIS FABRICATIONS INC.,
GENERATION CONSTRUCTION
CORP., GENERATION STEEL INC.,
GROUNDWORKS SAFETY SYSTEMS
INC., JAMES FOLEY, and DANIELLE
FOLEY

DOCUMENT

ORDER FOR FORECLOSURE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP
2100, 222 - 3rd Ave SW
Calgary, Alberta T2P 0B4
Phone: 403.693.4347
Fax: 403.508.4349
Attention: Catrina Webster
File: 0114153.0003

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL:

NAME OF MASTER WHO MADE THIS ORDER:

UPON the Application of the Plaintiff, Toronto-Dominion Bank (the "**Plaintiff**"), in respect of the Defendants, The Generation Corporation, Ellis Fabrications Inc., Generation Construction Corp., Generation Steel Inc., Groundworks Safety Systems Inc., James Foley and Danielle Foley (collectively, the "**Defendants**"); **AND UPON** hearing counsel for the Plaintiff and any other counsel or other interested parties present;

IT IS HEREBY ORDERED THAT:

1. In this Order the Mortgaged Lands are the following:

PLAN 8023047
BLOCK 2
LOT 2A
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7722535
BLOCK 2
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Mortgaged Lands**").

2. The Defendants stand absolutely debarred and foreclosed of and from all their estate, right, title, interest and equity of redemption in the Mortgaged Lands.
3. The Mortgaged Lands be and the same are hereby vested in the Plaintiff, for all the estate, right, title, interest and equity of redemption of the Defendants therein and thereto.
4. Any interest in the Mortgaged Lands of the Defendants or anyone claiming through the Defendants or any other subordinate encumbrancer is hereby extinguished.
5. The Registrar of Land Titles shall cancel the existing certificate of title to the Mortgaged Lands and issue a new certificate of title in the name of the Plaintiff, the Toronto-Dominion Bank (or such other transferee as directed by the Plaintiff's counsel in correspondence sent to the Registrar of Land Titles at the time this Order is submitted for registration) free and clear from the Plaintiff's mortgage and all subsequent encumbrances, but subject to: (i) a Utility Right of Way (Registration Number 812 174 945); (ii) a Utility Right of Way (Registration Number 122 197 669); (iii) a Utility Right of Way (Registration Number 752 119 453); and (iv) and a Utility Right of Way (Registration Number 812 176 760).
6. If the Mortgaged Lands are or become vacant then the Plaintiff is entitled to immediate possession. If the Mortgaged Lands are not vacant then the Defendant, any tenants, and any other occupants, shall deliver up to the Plaintiff vacant possession of the Mortgaged Lands thirty days after service of this Order upon them. Service of this Order may be made on the occupants by posting same on the main entrance door to the Mortgaged Lands. A Civil

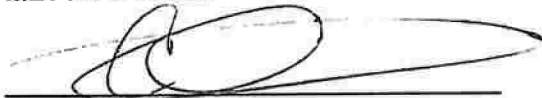
Enforcement Agency has authority, thirty days after service of this Order has been effected, to evict any occupant of the Mortgaged Lands.

7. The Registrar of Land Titles shall comply with this order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
8. Costs of this application shall be granted on a solicitor and own client (full-indemnity) costs.
9. Where this Order proceeds by way of consent, it may be consented to in counterpart by facsimile or electronic transmission.

MASTER IN CHAMBERS

CONSENTED TO BY:

MLT AIKINS LLP



Catrina Webster
Counsel for the Plaintiff, the Toronto-Dominion
Bank

CARON & PARTNERS LLP



Dean Hutchison, Counsel for the Defendants, The
Generation Corporation, Ellis Fabrications Inc.,
Generation Construction Corp., Generation Steel
Inc., Groundworks Safety Systems Inc., James
Foley and Danielle Foley

THIS IS EXHIBIT "37" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020



A Commissioner for Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**

FORBEARANCE EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT effective as of the 2 day of November 2020 (the "**Effective Date**").

AMONG:

THE TORONTO-DOMINION BANK
(the "**Bank**" or the "**Lender**")

- and -

THE GENERATION CORPORATION
("**Generation Corporation**")

- and -

ELLIS FABRICATIONS INC.
("**Ellis Fabrications**" together with Generation Corporation, the "**Borrowers**")

- and -

GENERATION CONSTRUCTION CORP.
("**Generation Construction**")

- and -

GENERATION STEEL INC.
("**Generation Steel**")

- and -

GROUNDWORKS SAFETY SYSTEMS INC.
("**Groundworks**")

- and -

JAMES FOLEY
("**Mr. Foley**")

- and -

DANIELLE FOLEY
("**Ms. Foley**")

(Generation Corporation, Ellis Fabrications, Generation Construction, Generation Steel, and Groundworks are collectively referred to herein as the "**Corporate Guarantors**" and the Corporate Guarantors, Mr. Foley, and Ms. Foley, are collectively referred to herein as the "**Guarantors**")

WHEREAS:

- A. By a Forbearance Agreement made effective August 24, 2020 (the "**Forbearance Agreement**") between the Bank and the Borrowers and the Guarantors (collectively, the Guarantors collectively, the "**Debtors**"), the Bank agreed to forbear from enforcing its rights with respect to the Debtors' defaults under the Loan Agreements (as defined in the Forbearance Agreement) until October 30, 2020.
- B. The Bank holds certain security for the Debt (as defined below) upon the assets of the Debtors, in connection with the amounts owed to the Bank pursuant to various loans and advances made to the Borrowers from time to time by the Bank under the Loan Agreements and upon the assets of the Guarantors in connection with amounts owed to the Bank pursuant to the Guarantees (as defined in the Forbearance Agreement), which is set out and described in Schedule "A" to the Forbearance Agreement (collectively, the "**Lender's Security**").
- C. On and subject to the terms and conditions herein, the Bank and the Debtors wish to amend the Forbearance Agreement.

NOW THEREFORE for other good and valuable consideration now exchanged by and between the parties, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

- 1. Article 3.1 of the Forbearance Agreement is hereby replaced and amended as follows:

Subject to all other provisions of this Forbearance Agreement, the Lender hereby covenants and agrees not to enforce its rights with respect to the Defaults existing as at the effective date of this Forbearance Agreement, or the Debt, until December 2, 2020 (the "**Forbearance Period**"), unless the Lender in its full, sole and exclusive discretion, deems it appropriate to do so.

- 2. Article 3.2 of the Forbearance Agreement is hereby replaced and amended as follows:

This Forbearance Agreement is intended to provide the Borrowers and the Guarantors with the opportunity to repay the Debt in full by December 2, 2020 and all remaining Debt must be paid in full on or before December 2, 2020 inclusive of all interest, legal fees, professional costs and other costs, on a solicitor and own client (full-indemnity) basis.

- 3. Article 3.4 of the Forbearance Agreement is hereby replaced and amended as follows:

The Borrowers and the Guarantors shall pay to the Lender a forbearance fee in the amount of \$25,000.00 (the "**Forbearance Fee**"). The Forbearance Fee shall be paid by way of: (i) a payment of \$15,000.00 payable to TD Bank on November 2, 2020 upon the expiration of the initial Forbearance Period; and (ii) a payment of \$10,000.00 payable to TD Bank upon the execution of the within Forbearance Extension Agreement.

4. Article 4.1(d) of the Forbearance Agreement is hereby replaced and amended as follows:

the Borrowers and the Guarantors shall satisfy all outstanding property tax arrears by not later than November 6, 2020.
5. Article 4.1(p) of the Forbearance Agreement is hereby replaced and amended as follows:

the Borrowers and the Guarantors will repay the Debt in full, inclusive of interest, legal fees, professional costs and other costs, on a solicitor and own client (full-indemnity) basis, on or before December 2, 2020.
6. Article 4.5 of the Forbearance Agreement is hereby replaced and amended as follows:

Concurrent with the execution of this Forbearance Agreement, each of the Borrowers and the Guarantors shall provide a Consent Judgment to the Bank in the form attached as Schedule "B" to this Forbearance Agreement (the "**Consent Judgment**"), which will not be filed or acted upon by the Bank until the earlier of December 2, 2020 or the termination of this Forbearance Agreement.
7. Article 4.6 of the Forbearance Agreement is hereby replaced and amended as follows:

Concurrent with the execution of this Forbearance Agreement, each of the Borrowers and the Corporate Guarantors shall provide a Receivership Order to the Bank in the form attached as Schedule "C" to this Forbearance Agreement (the "**Receivership Order**"), which will not be filed or acted upon by the Bank until the earlier of December 2, 2020 or the termination of this Forbearance Agreement.
8. Article 4.7 of the Forbearance Agreement is hereby replaced and amended as follows:

Concurrent with the execution of this Forbearance Agreement, Generation Corporation shall provide a Foreclosure Order to the Bank in the form attached as Schedule "D" to this Forbearance Agreement (the "**Foreclosure Order**") respecting the Mortgaged Property described in Schedule "A", which will not be filed or acted upon by the Bank until the earlier of December 2, 2020 or the termination of this Forbearance Agreement. The Borrowers and Guarantors waive any entitlement to any redemption period.
9. The Borrowers and Guarantors agree to fully cooperate with KPMG Inc. (the "**Business Advisor**") and provide full access to information to the Business Advisor for the purpose completing the Business Review Report (as defined in the Forbearance Agreement) and all other related services associated with the Forbearance Agreement and this Extension Agreement. The Borrowers and Guarantors shall provide cooperation and compliance with all requests for information from the Business Advisor.
10. The Forbearance Agreement, as amended by this Extension Agreement, comprises the entire agreement between and among the parties relating to the subject matters of the Forbearance Agreement. The parties agree that, except and to the extent expressly

amended by this Extension Agreement, the Forbearance Agreement is hereby ratified and confirmed. The parties agree and acknowledge that to the extent any terms or provisions of this Extension Agreement are in any way inconsistent with any term, condition or provision of the Forbearance Agreement, this Extension Amendment shall govern and control to the extent of such inconsistency.

11. The preambles herein shall form an integral part hereof.
12. Each of the parties hereto shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this Extension Agreement and all transactions contemplated by this Extension Agreement to effectuate, carry out and perform all of the covenants, obligations and agreements of this Extension Agreement and such transaction.
13. This Extension Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date as of the date of this Agreement. As such executed counterpart may be delivered by facsimile transmission or by e-mail in PDF format and will be deemed to be an original document, provided that any party executing this Extension Agreement by facsimile copy or PDF format shall deliver an originally executed copy of this Extension Agreement immediately thereafter to each of the other parties hereto.
14. This Extension Agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors, administrators, permitted successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the parties have executed this Extension Agreement effective as of the Effective Date.

THE TORONTO-DOMINION BANK

By: _____

Authorized Signatory
Name:

Emily Still Account Manager TD Financial Restructuring Group
--

THE GENERATION CORPORATION

Per: _____

Name:
Position:

"I have the authority to bind the corporation"

ELLIS FABRICATIONS INC.

Per: [Signature]

Name:

Position:

"I have the authority to bind the corporation"

GENERATION CONSTRUCTION CORP.

Per: [Signature]

Name:

Position:

"I have the authority to bind the corporation"

GENERATION STEEL INC.

Per: [Signature]

Name:

Position:

"I have the authority to bind the corporation"

GROUNDWORKS SAFETY SYSTEMS INC.

Per: [Signature]

Name:

Position:

"I have the authority to bind the corporation"

Per: [Signature]

JAMES FOLEY

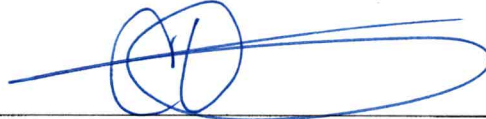
Per: [Signature]

DANIELLE FOLEY

[Signature]
WITNESS

WITNESS

THIS IS EXHIBIT "38" TO THE
AFFIDAVIT OF EMILY STILL
SWORN BEFORE ME AT Calgary, Alberta,
this 24 day of November, 2020



A Commissioner for Oaths in and for the Province of Alberta

**CATRINA WEBSTER
BARRISTER & SOLICITOR**



November 13, 2020

RSM Alberta LLP
546 Laura Ave
Red Deer County, AB T4E 0A5
T +1 403 342 5541
F +1 403 347 3766

Writer's Direct Line: (403) 350-2258

PRIVATE AND CONFIDENTIAL

The Generation Corporation
4207 53 Street Close
Innisfail, AB T4G 1P9

ATTENTION: James Foley

Dear James:

We have completed the preparation of the financial statements of The Generation Corporation for the fiscal year ended July 31, 2020. An electronic copy of the financial statements is enclosed. Please advise us if you require additional copies.

We have also completed the required federal and provincial tax returns of The Generation Corporation for the taxation year ended July 31, 2020. An electronic copy of each tax return is provided.

When you have reviewed the statements and returns and satisfied yourself as to their completeness, you should ensure they are signed, dated and filed with the taxation authorities. Attached to your copy of the tax returns, marked "Client's Copy", is a schedule of filing instructions and other information for your use.

You will note that there are Federal income taxes payable in the amount of \$5,577 and Provincial income taxes payable in the amount of \$1,240. Cheques for these amounts should be mailed to Canada Revenue Agency and Government of Alberta as soon as possible.

Canada Revenue Agency requires the company to pay instalments towards next year's tax and charges interest on deficient instalments. We have calculated the estimated instalment payments and refer you to the schedule included with your copy of the federal return.

The company has declared dividends in the amount of \$60,000 paid effective July 31, 2020. We enclose a copy of the T5 summary and supplementaries for this dividend. The originals have been filed with Canada Revenue Agency. We have kept a copy of the T5 supplementary in order to file your personal income tax return. We have advised your lawyer to document the dividend.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

We also enclose an electronic copy of the adjusting entries and trial balance prepared by us to complete your accounting records. The entries should be posted to your general ledger and retained as part of your accounting records.

Please adjust the balances on your next GST return to reflect the following changes:

- a decrease to GST collected by \$3,750.00,
- a decrease to GST Input tax credits by \$1,172.57.

This adjustment to GST is to adjust the GST collected on rent from Ellis Fabrications Inc.

We also noted that the company recorded the same \$1,172.57 of ITCs on both the 2019 and 2020 GST returns. However, these ITCs only were paid in 2019 and not in 2020. Therefore, ITCs were overclaimed on your 2020 return. Please adjust for this error on your next return.

An engagement letter for our services is enclosed and is required for our files. Please review the contents and return the signed original to us. An electronic copy is provided for your records.

If you have any questions or comments with respect to any of the above, please let us know.

Yours very truly,

RSM ALBERTA LLP

Marsha L. Smalley, B.Comm., CPA, CA
Partner

MLS:rar

Encl.



RSM Alberta LLP

546 Laura Avenue
Red Deer County, AB T4E 0A5

O +1 403.342.5541

F +1 403.342.5542

rsmcanada.com

November 13, 2020

James Foley
The Generation Corporation
4207 53 Street Close
Innisfail, AB T4G 1P9

Dear James:

We are pleased that you have chosen to engage RSM Alberta LLP (we, our or us) to provide certain tax services to The Generation Corporation and any affiliated persons described in Section 1 below (collectively referred to as you or your). We believe it is important for you to have an understanding of the nature and scope of our tax services so that our services can meet or exceed your expectations. Please take the time to review this Engagement Letter and the related items described below.

This Engagement Letter sets forth the general terms, conditions and limitations governing our client relationship. The Standards of Services described in Section 2 below set forth general standards, terms, conditions and limitations applicable to the scope and nature of the tax services we will provide to you. Each individual project involving our tax services will be described in a Statement of Work as described in Section 3 below. Taken together, the Engagement Letter, the Standards of Services and the Statement(s) of Work will constitute your and our mutual agreement concerning the tax services that we will provide to you.

After you have had an opportunity to review this Engagement Letter and the attached Standards of Services, please sign a copy of this Engagement Letter where indicated below and return the signed letter to us. Please note that handwritten changes to this Engagement Letter, to the Standards of Services or to any Statement of Work will have no legal effect. If you have any questions, please call your RSM engagement partner or team member.

1. Clients for Purposes of this Engagement Letter.

For the purposes of this Engagement Letter and the Standards of Services, our clients will be and the term “you” will refer to: The Generation Corporation and any corporations, partnerships, or other business entities that are directly or indirectly owned, controlled or managed by The Generation Corporation and which are named or identified in one or more Statements of Work. Our client(s) with respect to any individual Statement of Work will be those entities described in the preceding sentence that are expressly named or clearly described in that Statement of Work. Neither this Engagement Letter, the Standards of Services nor any Statement of Work will create any client relationship between us and (i) any natural person or (ii) any entity other than those described in the two preceding sentences.

2. Standards for Tax Services. (a) Attached to this Engagement Letter is a copy of the “Standards of Services in Tax Matters for Business Taxpayers” (the Standards of Services). These Standards of Services

describe certain customary practices that we will employ in delivering tax services to you. These standards are based in part on the requirements of applicable law and professional standards, and we have found that they allow us to provide our services in a cost effective manner that meets our clients’ expectations in most tax engagements.

(b) We will be happy to consider expanding or modifying the scope of our services beyond those described in the Standards of Services, but any expansion or modification must be consistent with applicable laws and professional standards and must be clearly set forth in a Statement of Work. Therefore, except as provided in Section 3(b), the Standards of Services will apply to the performance of our services relating to tax return preparation, tax advice, planning and consultation, representation in any audit, administrative appeal or other tax controversy matter, accounting for income taxes, preparation of foreign information returns, or any other Federal, Provincial, or foreign tax matter.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

000421

(c) We may supplement or revise the Standards of Services from time to time, in which case we will provide you with a copy of the supplemented or revised Standards of Services in electronic or paper format. The supplemented or revised Standards of Services will apply to all services under any Statement of Work entered into on or after the date on which we deliver supplemented or revised Standards of Services to you.

3. Statements of Work. (a) All tax services to be performed by us and the determination of the amount of our fees relating to those services must be described in a Statement of Work. Each Statement of Work will (i) provide details on the nature of the work and any expected deliverable and (ii) provide the basis for determining the amount of our fees and the time for invoicing and payment of our fees. Subject to Section 3(b), each Statement of Work will be subject to this Engagement Letter and the Standards of Services. Our services will be limited to the services specifically described in that Statement of Work. Our agreement to perform services under any particular Statement of Work does not obligate us to perform any other services under any other Statement of Work.

(b) A Statement of Work may modify any provision of this Engagement Letter, but only if that Statement of Work is signed by both you and us. A Statement of Work may modify the Standards of Services, but only if that Statement of Work is signed by both you and us. Any modification of the terms of this Engagement Letter or of the Standards of Services must be clearly and unambiguously expressed in the Statement of Work. Any modifications contained in a Statement of Work will apply only to that particular Statement of Work.

(c) We may provide you with a Statement of Work either in paper or in electronic format. Subject to the signature requirements in Section 3(b), you will be deemed to have accepted the Statement of Work unless you notify us in writing of any objections within 15 business days following your receipt of the Statement of Work.

(d) A Statement of Work may be amended or superseded, in which case we will provide you with an amendment to or a restatement of a Statement of Work either in paper or in electronic format. Subject to the signature requirements in Section 3(b), you will be deemed to have accepted amendment or restatement unless you notify us in writing of any objections within 15 business days following your receipt of the amendment or restatement.

(e) A Statement of Work will be deemed to have been completed upon the earliest of (i) our mutual agreement that the Statement of Work has been completed, (ii) 90 days following the completion of services and delivery to you of all deliverables described in that Statement of Work or (iii) the passing of 365 consecutive days during which we perform no services with respect to that Statement of Work.

4. Your Responsibilities. (a) In order for us to provide effective services, you must cooperate with us and provide us with any information that we request at the times and in the format that we request. You must cause your employees and contractors to cooperate fully and timely with us. You must designate for us a person authorized to make or obtain all management decisions with respect to our services on a timely basis. We will rely in good faith on all information and management decisions communicated to us by you, your employees or your contractors, and we will not be responsible for any loss or other obligation arising from that reliance. Any failure to fulfill your responsibilities may adversely affect our ability to provide our tax services and will be grounds for our suspending or terminating our services.

(b) If you do not respond to a request from us for information by the date specified in the Statement of Work or in our request for information, or if you provide us with incomplete information, we may use alternative procedures to obtain information necessary for us to provide you with the tax services in accordance with the applicable Statement of Work. However, if we use alternative procedures due to your failure to timely and completely respond to a request, then we will not be responsible for any error or omission that could have been avoided had you timely and completely responded to our request for information. In addition, if you do not timely respond to a request for information or if you provide us with incomplete information, our fees for services may be higher than as set forth in the applicable Statement of Work.

5. Requests for Services. In responding to requests for services made by your officers, managers, employees or agents, we will presume that all requests have been authorized by your internal procedures. If you wish to limit the individuals who can request services, you must notify us of any limitations in writing.

6. Fee Arrangements. Except to the extent provided by a particular Statement of Work, our fees will be based on the time required for work performed, the complexity of any technical issues addressed, the need to confirm information or to perform accounting

work as a precondition to our services, the impact of deadlines and any delays in receiving necessary information from you or from third parties. In addition to our fee, you must pay (a) directly billed expenses, including tax return and report processing, travel, meals, and fees and expenses for services from other professionals and (b) a charge of five percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance in the assembly and e-filing of returns.

7. Billing and Payment; Suspension of Services.

(a) Except to the extent provided by a particular Statement of Work, our fees and expenses will be billed on a regular basis. If we are entitled to bill you for certain direct expenses and at the time of our invoice to you we have not received a third party bill for any such expenses, then we may at our option (i) include a reasonable, good faith estimate of the amount of those expenses on our invoice or (ii) send one or more separate invoices for those expenses following our receipt of the third party bill. Each invoice is payable upon receipt of the invoice. If you believe that any invoice is incorrect or if you wish to dispute any invoice, you must notify us in writing within 60 days of your receipt of the invoice. We reserve the right to charge interest on the undisputed portion of any invoice that is not paid within 60 days of your receipt of that invoice.

(b) If you fail to pay any invoice when due, we reserve the right (if permitted by applicable law and professional standards) to withhold any tax return, Tax Advice, other deliverable, document or file until your account is paid in full or you have made other payment arrangements satisfactory to us. In addition, if you fail to pay any invoice when due we reserve the right to suspend performance of our services until your account is paid in full or you have made other payment arrangements satisfactory to us. Our suspension of services will not affect your obligations to us under this Engagement Letter, the Standards of Services or any Statement of Work.

8. Confidentiality. (a) We will maintain the confidentiality of your Confidential Information, subject to the provisions of this section. Except as provided in the following sentence, "Confidential Information" means (i) information contained in your internal financial and business records, (ii) information reported on your tax returns, (iii) Personal Information as defined in Section 8(b) and (iv) other information concerning you or your business that is marked "confidential" or otherwise identified as "confidential" in

writing at the time of disclosure. Confidential Information does not include information (x) that is or becomes publicly available or generally known to persons in your industry without breach of our obligations under this section or (y) received by us after the termination of this Engagement Letter.

(b) Personal Information is data about an identifiable individual where there is a serious possibility that an individual could be identified through the use of that information, alone or in combination with other information, including, but not limited to, information such as social insurance numbers, driver's license numbers or provincially-issued identification card numbers, health information, and other personal information as defined by applicable laws.

(c) To protect your Confidential Information, you agree that you will not disclose any Confidential Information to us except as we request or as necessary for us to provide our services. Additionally, you agree that you will not (i) transmit to us, in any manner, Personal Information that is not necessary for us to provide our services or (ii) transmit to us Personal Information in an unencrypted format or via an unencrypted means. Notwithstanding the foregoing, in the event you transmit to us Personal Information in an unencrypted format or via an unencrypted means, we will accept the information required for us to provide our services and we will have no obligation to notify you. We will use commercially reasonable precautions to protect your Confidential Information, including appropriate technical, administrative, and organizational safeguards but we will have no obligation to employ any measures that are more restrictive than you regularly employ. (d) You agree that you will provide all notices and obtain any consents required under applicable laws prior to your collection, use and disclosure to us of any Personal Information, and you will take reasonable steps to ensure that any Personal Information that you provide to us does not include irrelevant or unnecessary information about any individuals.

(d) We may disclose your Confidential Information to our partners, principals, employees and third party contractors as necessary to provide our services, including without limitation the disclosures authorized by Section 15. Without limiting the foregoing, we may in certain circumstances disclose your Confidential Information to software vendors for the purpose of obtaining technical support in the course of providing services to you, but it is our policy to require these vendors to maintain the confidentiality of Confidential Information disclosed to them. We may also disclose Confidential Information if required by a court or

governmental agency, but we will use commercially reasonable efforts to inform you prior to disclosure to the extent permitted by law.

(e) We will use Personal Information provided by you, (if any) only for the purposes described in this Engagement Letter or any Statement of Work. As part of the performance of services for you under this Engagement Letter and as part of our direct business relationship with you, we may use Confidential Information to enhance our services, conduct data analytics, conduct market or other similar analysis, or for other similar business purposes. In addition, we may use your Confidential Information provided to us for the purpose of creating benchmarking data to be used by our professionals and shared with other clients. Any such benchmarking data will be in a format that users are unable to associate the information with any specific source. Additionally, in performing any services under a Statement of Work, we may arrange for one or more RSM Network Firms or third party contractors to provide services to you. In the event our services involve Personal Information collected in Canada, we, our third party contractors or RSM Network Firms performing the services may store, transfer and process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to ensure that appropriate protections are in place to require third party contractors and RSM Network Firms to maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

9. Data Protection Compliance; Third Party Products. (a) RSM's Privacy Policy (the Privacy Policy) is located on RSM's website at <https://rsmCanada.com/who-we-are/privacy-policy.html>. The Privacy Policy may be amended or terminated from time to time in our sole discretion and without prior notice. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

(b) You agree that prior to disclosure of the following Confidential Information to us, including without limitation Personal Information, you will identify any personal, technical or other data provided to us pursuant to this Engagement Letter that may be

subject to heightened protections under applicable privacy, cybersecurity or data protection laws, including but not limited to personal health information or financial information, prior to any transfer or disclosure to us. Upon your written request, we will discuss with you in good faith entering into a mutually acceptable agreement relating to the lawful cross-border transfer and processing of your Personal Information.

(c) We and you may also correspond or convey information and documentation, including Confidential Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, as defined in Section 9(d), such as email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and you acknowledge that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure or use, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect your Confidential Information. We offer our clients various platforms for the exchange of information which may require additional user terms and conditions which will be made available to you prior to the use of such platform (whether by a link, click-through, or otherwise). You hereby agree that you will be bound by and comply with any and all user terms and conditions made available with respect to the platforms. If you are concerned about the security of particular information, please contact us to discuss alternative arrangements.

(d) We may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, Third Party Products).

(e) You acknowledge that your or our usage of a Third-Party Product may involve the input, movement, transfer and storage of your data or Confidential Information within the infrastructure provided by the Third-Party Product, and that the terms of use and service set forth in the end user licensing agreement or other agreements with the licensor of a Third-Party Product will govern all obligations of the licensor relating to data privacy, storage, recovery, security, and processing within a Third-Party Product's

infrastructure, as well as, the service levels associated with a Third-Party Product.

(f) You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. You agree that we will not be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including without limitation any Confidential Information, resulting from your or our use of a Third-Party Product.

10. Privilege Considerations. In certain circumstances, information that you disclose to us could be the subject of a claim of privilege, but you must generally assert and maintain the privilege claim. Claims of privilege involve considerations of law other than tax law, as well as the costs of asserting a privilege. You should contact your legal counsel if you have questions concerning the availability of any privilege or how and whether to assert a privilege.

11. Use of Information in or from Accounting and Attest Services. (a) If at any time you engage us to provide you with audit, review, compilation or other accounting or attest services, information from or relating to your tax returns may be relevant to financial statement reporting or to other accounting or attest services. If at any time you engage us to provide you with audit, review, compilation or other accounting or attest services, (i) we may use and rely on any information that we obtain in such an engagement in performing any tax services to which this Engagement Letter relates and (ii) you authorize us to use your tax returns and any information we receive or develop in providing tax services in performing these audit, review, compilation or other accounting or attest services.

(b) Financial statement audits and reviews are not designed or intended to examine or address every potential income or other tax issue. Even if you engage us to perform any audit, review, compilation or other accounting or attest services, we may still rely on information in the manner provided in this Engagement Letter, the Standards of Services and any applicable Statement of Work.

12. Limited Disclosure of Information for Evaluating Independence. RSM Alberta LLP is a member of RSM International, a network of

independent accounting firms. Professional standards require us to evaluate auditor independence taking into consideration both our services to you and your affiliates and any services to you and your affiliates performed by other member firms of RSM International. To permit us to comply with these independence rules, you agree that we may disclose to and discuss with RSM International and its member firms (i) the name of any entity that is or could become a "client" under Section 1, (ii) any ownership relationship between that entity and any natural person or other entity, and (iii) the nature of the services that we perform. The disclosure of information authorized by this section will be solely for the purpose of evaluating independence of RSM Alberta LLP and other RSM International firms under applicable professional standards.

13. Confirmation of Management Responsibility. Professional rules concerning auditor independence require that we confirm your overall responsibility for evaluating our services under any Statement of Work, and a failure to confirm your management responsibility could affect our independence. You have indicated that Jim Foley will exercise all management responsibility for overseeing our services under any Statement of Work, for evaluating the adequacy and accepting the results of our services and for making all management decisions with respect to our services. You may from time to time designate another individual to exercise this management authority by written notice to us, but in no event can you designate an individual who is a partner, principal or employee of any member firm of RSM International, including RSM Alberta LLP. By designating an individual to exercise this management authority, you are representing to us that such individual has the necessary skill, knowledge and experience to understand, evaluate and oversee our services.

14. Independent Contractor. For all tax services that we perform, we will be an independent contractor and not your employee, agent or partner, and we will determine the method, details and means of performing our services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their applicable employee withholdings. You will retain all authority to oversee and evaluate our services under any Statement of Work and to make all decisions with respect to the tax return reporting of any item or any matter that is the subject of our advice.

15. Engagement of Other Parties. In performing any tax services, we may engage the services of other domestic tax preparers, including seasonal preparers,

independent contractors or other third party personnel. By engaging us, you authorize us to allow such third parties access to your files, financial information and other confidential information subject to the provisions of Section 8. Our engagement of any third party does not affect our obligations to you.

16. Conflicting Engagements. If at any time we determine in our sole discretion that a conflict of interest exists that prevents us from providing our services in accordance with applicable ethical rules, we will notify you of the conflict and we may withdraw from representing you to the extent that such withdrawal is required or permitted by applicable ethical rules.

17. Newsletters and Similar Communications. We may as a courtesy from time to time send newsletters, emails, explanations of tax law developments or similar communications to selected clients, former clients or other interested parties. These communications are of a general nature, are not definitive advice and are not intended to be relied upon in any transaction or any tax position. We do not send all such communications to all clients, former clients or interested parties. These newsletters do not establish or continue a client relationship with any person and they do not constitute an undertaking on our part to monitor tax or other issues for you or for any other parties. Pursuant to Canada's Anti-Spam Legislation ("CASL"), we seek your consent on your own behalf and on behalf of your employees to utilize electronic messages to communicate with you for the delivery of services and to receive newsletters, marketing materials and other information about our services. We seek your consent on behalf of RSM Alberta LLP, RSM Alberta Consulting LP, RSM Alberta Corporate Finance Inc., and RSM Alberta Limited. By signing below, you have consented to our use of your contact information to send you such newsletters or other communications. You may opt in to receive certain newsletters or other communications, and you may also opt out of receiving any communications that are unrelated to our services by notifying us in the manner described in the particular communication or by contacting the RSM professional responsible for your services.

18. Intellectual Property Rights. We will deliver to you the tax returns, tax advice or other deliverables expressly enumerated in the applicable Statement of Work, subject to the terms of this Engagement Letter, the Standards of Services and the Statements of Work. These deliverables may be provided to you in paper or electronic format. Except as expressly stated in the applicable Statement of Work, we will have no

obligation to provide any deliverable in an electronic format that is capable of being modified or edited. All our work product and files will remain our property and we retain all copyrights and other intellectual property rights with respect to our work product.

19. Documents and Files. (a) Our files are generally maintained in electronic format. If you provide us with a paper document, we will generally scan that document to electronic format and discard the paper version. Accordingly, you should not provide us with any paper document that you wish to retain in paper format.

(b) Upon your written request, we will return to you copies of all documents then in our possession that were provided to us by you or on your behalf in connection with the performance of our services. If required by applicable law or professional standards, we will also provide to you upon your written request copies of other documents or records relating to our services. The documents and records we provide to you may be provided in paper or electronic format. We will have no obligation to provide any document or record in an electronic format that is capable of being modified or edited. We may retain copies of these documents and records for our files.

(c) We, in our sole discretion, may provide you with access to or copies of other documents or workpapers in any format (including an updatable electronic format) beyond what is required by the applicable professional standards or codes of conduct, but you will be obligated to pay all costs associated with such access or copies.

20. Document Production and Testimony. If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents or files, or to make our personnel available as witnesses with respect to any engagement, you will (so long as we are not a party to the proceeding in which the information is sought) pay us for our time and expenses, as well as the reasonable fees and expenses of our counsel, incurred in responding to such requests.

21. Record Retention. (a) Our current policy (which we may revise at any time and in our sole discretion) is to retain copies of tax returns and certain related workpapers for six years after the return is filed, subject to casualties beyond our control. We provide our clients with a file copy of each income tax return and we recommend that you retain copies of all returns.

(b) Although taxpayers are not generally required to retain their tax records for longer than six years, there

are situations in which tax returns older than six years may contain information useful in future tax planning or may be subject to reassessment or audit. For example, prior year returns may contain information relating to tax elections or to the basis of assets for gain/loss calculations, and corporations may use tax return information in calculating "safe income" for corporate tax planning. We recommend that taxpayers consider maintaining separate accounting records or workpapers with this information, and we will not maintain these separate records except as expressly described in a Statement of Work. If you would like us to assist you in developing these separate records, please contact us to discuss the scope of such a project.

(c) It may also be advisable to retain accounting or tax records for longer than six years for reasons unrelated to taxes. Decisions regarding document retention may involve a variety of legal considerations (e.g. statutes of limitations, rules of evidence), so you may wish to consult your legal counsel to address these legal considerations.

22. Uncontrollable Delays. The time for performance of any of your or our obligations (other than the obligation to pay money due) will be extended for a reasonable time in the event of causes beyond your or our reasonable control, including without limitation acts of God, war, acts of government, fire, flood, epidemic, pandemic or outbreaks of communicable disease, riot, strike or labor problems, sabotage, internet or other system or network outages, cyberattacks, delays in obtaining labor, materials, equipment or transportation or other similar causes beyond the control of either party

23. Warranty and Limitation. We warrant that our services will be performed with reasonable care in a diligent and competent manner in accordance with the professional standards for tax services applicable to the individuals providing those services. **THIS IS OUR ONLY WARRANTY CONCERNING OUR SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.**

24. Disclaimer of Legal and Investment Advice. Our services under this Engagement Letter, the Standards of Services and any Statement of Work do not constitute legal or investment advice. We recommend

that you retain competent legal counsel and investment advisers.

25. Indemnification for Breach. Subject to the provisions of Sections 23, 26 and 27, each party will indemnify the other for any loss, liability or obligation arising out of or relating to a failure to fulfill its obligations under this Engagement Letter, the Standards of Services or any Statement of Work.

26. Opportunity to Cure and Liability Limitations.

(a) In the event that we fail to meet our obligations under this Engagement Letter (including without limitation Section 23), the Standards of Services or any Statement of Work, you must notify us in writing and provide us with the opportunity to re-perform the services.

(b) If the services cannot be re-performed, or if re-performance will not cure the breach or mitigate any damages caused by the breach, then your remedy will be for us to refund our fees under the affected Statement of Work up to the amount of your direct damages caused by our failure to meet our obligations. In no event will our aggregate liability for claims, whether in contract, in tort, at law, or in equity, including third-party claims by a private party or government authority, arising out of or relating to our services under any Statement of Work exceed the amount of fees actually paid to us under that Statement of Work. In no event will our aggregate liability for claims, whether in contract, in tort, at law, or in equity, including third-party claims by a private party or government authority, arising out of or relating to all other obligations under this Engagement Letter or the Standards of Services exceed the amount of fees accrued and paid to us under all Statements of Work during the twelve months immediately preceding the first such breach of any such obligation.

(c) In no event will we be liable for loss of profits or any consequential, indirect, special, exemplary or punitive damages or for any losses or costs incurred relating to any government or regulatory action, investigation, enforcement action or fine.

27. Time Limitation on Claims. No claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under this Engagement Letter, the Standards of Services or any Statement of Work may be brought by either party after the earlier of (i) 24 months after the party first knows or has reason to know that the claim or cause of action has accrued or (ii) 60 months following the completion of the services under the affected Statement of Work. This Section may shorten, but in no event will it extend, any period

of limitation on actions otherwise provided by applicable law.

28. Effect on Other Agreements. The provisions of Sections 26 and 27 will not limit our obligations or liability under any separate agreement for the provision of audit, review, compilation or other accounting or attest services.

29. Liability of Other RSM International Firms. RSM Alberta LLP is a member of RSM International, a network of independent accounting, tax, and consulting firms. Neither RSM International nor any member firm other than RSM Alberta LLP will have any obligation or liability to you under this Engagement Letter, the Standards of Services or any Statement of Work.

30. Termination. (a) You may terminate this Engagement Letter or any Statement of Work at any time by written notice to us. Subject to any restrictions imposed by applicable ethical rules, we may terminate this Engagement Letter or any Statement of Work at any time upon written notice to you. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination or in transferring files to and otherwise cooperating with any successor tax preparer or tax advisor.

(b) If you terminate any Statement of Work providing for a fixed fee after we have commenced performing services under that Statement of Work, then upon termination you will be obligated to pay us a portion of the fixed fee based upon the proportion of the amount of work completed under the Statement of Work in relation to the total amount of work expected to be required to complete the Statement of Work.

31. Survival of Provisions. All provisions of this Engagement Letter, the Standards of Services and the applicable Statement(s) of Work will survive the termination of this Engagement Letter or any Statement of Work, except that (i) we will not have any obligation to provide services after termination and (ii) except as provided in Sections 19, 20 and 30, you will not have any obligation to pay us for any services that we perform after termination.

32. Entire Agreement; Interpretation. This Engagement Letter, the Standards of Services and the Statements of Work represent our entire agreement and understanding concerning our delivery of tax services to you, and they supersede all prior and contemporaneous agreements, including without limitation, any nondisclosure agreements. All provisions in this Engagement Letter, the Standards of Services and the Statements of Work must be

construed according to their fair meaning and not strictly for or against any party. The headers, footers, trademarks and service marks are included for reference and branding purposes only and will not affect the meaning of any other provision of this Engagement Letter.

33. Amendments, Waivers and Consents. Except as provided in Section 3, this Engagement Letter may not be amended except by our mutual written agreement. No waiver of any breach of this Engagement Letter, the Standards of Services or any Statement of Work will be effective unless the waiver is in writing and signed by the party against whom the waiver will be enforced. No waiver of any one breach will be deemed a waiver of any other or subsequent breach.

34. Writing and Signatures. (a) For the purposes of this Engagement Letter, the Standards of Services or any Statement of Work a communication will be deemed to be "in writing" if it is in paper format or in an electronic format capable of being read and being reduced to paper format.

(b) For the purposes of this Engagement Letter (including without limitation Sections 3, 33 and 35), the Standards of Services or any Statement of Work, a document may be "signed" by you or by us either manually or electronically meeting any requirements established pursuant to the applicable laws regulating electronic commerce.

35. Assignment; No Third Party Beneficiaries. You may not assign this Engagement Letter, the Standards of Services or any Statement of Work to any other party without our prior written consent signed by our duly authorized partner, principal or employee, except that you may assign all of this Engagement Letter, the Standards of Services and all Statements of Work then in effect to any party that acquires substantially all of your assets and goodwill. This Engagement Letter, the Standards of Services and all Statements of Work will be binding on our and your respective successors and assigns. There are no third party beneficiaries to this Engagement Letter, the Standards of Services or any Statement of Work except as expressly provided in the applicable Statement of Work. Any Statement of Work that proposes to name a third party beneficiary of our services must be signed by us in order to be binding on us.

36. Governing Law. This Engagement Letter, the Standards of Services and the Statements of Work and any dispute or claim arising out of or relating thereto will be governed by and construed in accordance with the laws of the province in which our office providing the majority of our services under this

James Foley
The Generation Corporation
November 13, 2020
Page 9

Engagement Letter is located, without regard to provisions governing conflicts of laws. All litigation or other legal proceedings will be brought in the Provincial or Federal courts located in that province. The parties agree to this choice of law, jurisdiction and

venue, and waive any defense of an inconvenient forum.

Sincerely,

RSM Alberta LLP

Bob Boser, B.Comm., CPA, CA
Partner

This Engagement Letter, the Standards of Services and the Statement(s) of Work are binding on all entities deemed to be a client under Section 1 above, and each signatory below represents that he or she has the legal power and authority to act on behalf of and to bind each of those entities.

James Foley
The Generation Corporation
November 13, 2020
Page 10

The Generation Corporation

James Foley

Date

Express consent to receive electronic communications pursuant to Canadian Anti-Spam Legislation (CASL). I have authority to bind the corporation and I have authority to grant consent for receipt of commercial electronic messages on behalf of the employees.

Signature and Title

Date

In the course of delivering tax services to our clients or to third parties (you), RSM Alberta LLP (we or us) applies customary practices intended to provide our services in a cost effective manner and in accordance with applicable law and professional standards. This document describes the standards for performance of our services (these Standards) relating to tax return preparation, tax advice and consultation, representation in any tax controversy matter, tax information return filings, accounting for taxes or any other Federal, provincial, or foreign tax matter.

These Standards do not constitute an agreement to provide tax services. Our agreement to provide specific tax services can only be made in the manner provided in an engagement letter signed by both you and our duly authorized partner, principal or employee (the Engagement Letter). The scope of services for a particular project will be set forth in a statement of work delivered in the manner provided in the Engagement Letter (each, a Statement of Work). These Standards may be modified for a particular project, but only to the extent we expressly agree in a Statement of Work signed by our duly authorized partner, principal or employee. Modification of these Standards in a Statement of Work will apply only to the specific services described in that Statement of Work.

These Standards reference certain tax return, reporting, withholding or other requirements frequently encountered by business taxpayers under Federal and provincial law. However, the description of any referenced requirement is only a summary as of the date these Standards were released and is not a comprehensive description of the referenced requirements. In addition, there are many other requirements under applicable law that are not referenced in these Standards.

We may revise these Standards by providing you with a copy of the revised Standards in the manner provided in the Engagement Letter. The revised Standards will apply to all Statements of Work subsequently or simultaneously delivered to you.

References in these Standards to the "Act" mean the Income Tax Act (Canada) and Regulations issued thereunder, as amended. "Tax Advice" has the meaning set forth in Section 4.1.

1. Standards Applicable to all Tax Services

1.1 Scope of Our Services. The scope of our services will be limited to the services specifically described in the applicable Statement of Work. If you require services beyond those specifically described in a particular Statement of Work, these additional services would require either a separate Statement of Work or an expansion of an existing Statement of Work at an additional cost.

1.2 Decisions. While we may provide you with advice concerning tax return reporting and tax consequences of certain transactions, you will retain all authority and responsibility for making any decisions based on our advice.

1.3 Reliance on Information. Except as provided in the applicable Statement of Work, we will not investigate or verify any facts underlying the transactions reported on your tax return, but we will rely on the financial and other information that you provide us and any financial information that we receive in connection with any assurance services we provide to you. If the actual facts are different from the facts represented to or understood by us, or if there are other facts of which we are not aware, the tax return reporting of the transactions or the conclusions in our Tax Advice could be materially different than that reported on the returns prepared by us.

1.4 Possibility of Litigation. If the Canada Revenue Agency (CRA) or another tax authority adopts a position contrary to any analysis or conclusions in our Tax Advice or to any position reported on a tax return, it might be necessary to pursue administrative appeals or litigation. Decisions of whether and how to pursue administrative appeals or litigation may be based on considerations of cost, publicity and other matters unrelated to the technical merits of a tax position. In some cases, taxpayers elect not to pursue appeals or litigation even though a reported position may ultimately be sustained on appeal or in litigation.

1.5 Changes in Law. Subsequent changes to applicable law or regulations, or the issuance of new case or ruling authority, could materially and adversely affect the analysis and conclusions in an item of Tax Advice or a position reported on a tax return. Neither the delivery of any Tax Advice nor the preparation of a tax return is an undertaking on our part to monitor or to advise you concerning any changes in law subsequent to the date of the Tax Advice or the delivery of the tax returns.

2. Tax Return Preparation

2.1 Scope of Return Preparation Services. Our services in preparing your tax returns are limited to tax return preparation, and our preparation of a return should not be viewed as assurance that any particular reported position is likely to prevail in the event of a

challenge by the CRA or another tax authority. If we become aware of a return position for which we believe a penalty under the Act is likely to apply, we will bring that position to your attention. If you would like us to advise you concerning any specific matter on your tax return, please contact us to discuss expanding the scope of our services. Any Tax Advice rendered in connection with the preparation of any tax return is subject to the provisions described under "4. Tax Advice" below. Tax return preparation and tax advisory services do not include representation in the event of an audit by the CRA or other tax authorities.

Tax return preparation services do not constitute accounting or auditing services. In addition, tax return preparation services are not designed to disclose defalcations or other irregularities, should any exist. Conversely, financial statement audits and reviews are not designed or intended to examine or address every potential income tax issue. In addition, certain potential adjustments that are deemed immaterial for financial statement reporting purposes may be required for tax reporting purposes. Please contact us if you would like us to review any specific financial statement items for compliance with applicable tax laws.

In the course of preparing tax returns, we may prepare schedules or perform accounting work as we deem necessary to prepare your returns in accordance with applicable law and professional standards. These schedules and accounting work are solely for the support of our tax return services, and may not be appropriate for financial statement or other purposes.

2.2 Our and Your Respective Responsibility for Accuracy. We will exercise due professional care and judgment to include all required information in your tax returns. The Act provides that by signing or authorizing the electronic filing of your returns, you are verifying that they are true, correct and complete. Accordingly, you should review each tax return carefully before signing the return or any e-filing authorization and bring any questionable items or any omissions to our attention.

2.3 Jurisdictions for Returns. We will prepare tax returns for those Federal, provincial, and foreign jurisdictions described in the applicable Statement of Work. We will advise you if we believe, based on the information that you provide us, that a tax return should be filed in any other jurisdiction, but we will not prepare any such tax return without your approval of the expansion of our scope of services. It is important that you inform us of any new or expanded activities that could trigger filing requirements in additional province(s), such as the acquisition of property or the hiring of employees in a new province. Activities of a partnership, trust or other flow-through entity in which you are an owner or beneficiary may also trigger additional provincial tax filings, so please contact us if you have acquired an interest in any such entity over the past year.

2.4 Deductions, Credits and Other Tax Incentives. If we determine that you are eligible for any tax credit, exclusion or deduction, we will either apply any such tax benefit in preparing your tax returns or we will advise of its availability and any related considerations to permit you to decide whether to take advantage of the tax benefit. Your eligibility for certain tax benefits will in some cases depend on the existence of certain documentation and may require tax research beyond the scope of tax return preparation services. Separate filings may be required in respect of certain credits to be claimed which do not form part of the tax return and which may not be late filed.

There are numerous tax credits, exclusions and deductions for which a detailed review of business or investment activities would be required to determine their availability. Such a detailed review is beyond the scope of tax return preparation. If you would like us to undertake a detailed review of your activities to identify tax credits, exclusions or deductions, please contact us to discuss the terms of an engagement for these services.

2.5 Level of Assurance. Except as expressly provided in an applicable Statement of Work, we will not review any reporting position or perform any tax research for the purpose of either (i) determining whether a position can be reported or (ii) determining whether tax penalties may apply. If you wish to report a position on the return, or if you are concerned about the potential application of tax penalties, please contact us to discuss expanding the scope of our services to include Tax Advice that may address your concerns.

2.6 Disclosure of Transactions and Information Return Filings. The Act and certain provincial laws require that you disclose on or with your tax return certain transactions or other financial information in the form of separate information return filings. There may be significant financial penalties for failure to file a required information return even if there is no understatement of tax or tax liability associated with the information return. Our tax return preparation services do not include any separate investigation to evaluate whether there are any transactions or other matters that must be disclosed on your returns, but we will advise you if we conclude that any such disclosure is required. If you would like us to specifically review any transaction or matter to evaluate whether specific reporting is required, please contact us to discuss expanding the scope of our services.

2.7 Amended Tax Returns. If you engage us to prepare any amended tax returns, our services will be limited to the reporting of the items on the amended returns that are changed from the position reported on the original (or last filed amended) returns. We will rely without investigation on the previously filed returns with respect to any position that is not amended and we will have no obligation or responsibility under this letter with respect to any such position.

2.8 Electronic Filing of Tax Returns. Federal and provincial tax laws mandate the electronic filing of certain tax returns. In some cases, a taxpayer may elect to file a tax return in paper format and in other cases an election to opt out of electronic filing is not available. Occasionally, technical limitations prevent the electronic filing of a particular return.

We will use our best efforts to electronically file your tax returns. Prior to electronic filing, we will provide you with the information to be included on your return for your review and approval. Federal and provincial laws require that we obtain your written authorization prior to electronically filing a return, so it is critical that you sign and return the authorization form to permit electronic filing by the return's due date.

If we cannot electronically file any tax return, whether due to technical limitations or for any other reason, we will provide you with those returns for filing in paper format. If any return is provided to you in paper format for filing, it is critical that you sign, date and mail that return by its due date.

2.9 Your Copy of Your Tax Returns. We will provide you with an electronic copy of the tax return or the required information in a *.pdf* or similar format. If you would like to receive a paper copy in lieu of the electronic copy, please notify us in writing as soon as possible.

2.10 Notices. Occasionally, the CRA or other Provincial tax authority will send a notice of reassessment recalculating tax liability or requesting additional documentation following the filing of a tax return. If you receive such a notice, you should forward a copy of the notice to us as soon as possible since a notice may in some cases affect future tax services and require responses within a specified time frame. In addition, we will at your request assist you in responding to any notice relating to any of your tax returns that we prepare.

2.11 Use of Tax Returns. Because of their special purpose, nature and format, income tax returns do not constitute financial statements prepared in accordance with international financial reporting standards. The tax returns should be used only for income tax purposes and must not be used as a substitute for financial statements.

3. Estimated Taxes

3.1 Estimated Taxes. Federal and provincial laws require taxpayers to make estimated tax payments relating to their current year tax liability, and a failure to make adequate estimated tax payments to the Receiver General or to a provincial tax authority could result in tax penalties.

An engagement to prepare annual tax returns will not include services for estimated tax planning or preparation unless expressly stated. If you engage us to

assist you in calculating estimated tax payments, you must provide us with the information we request and with any other information relevant to your tax liability (including information concerning the allocation or apportionment between provinces) at least 30 days prior to the due dates of your estimated payments. If you would like us to assist you with estimated tax planning, you should contact us at least 45 days prior to the due date of the next estimated tax payment.

In calculating the amount of any estimated tax payment, we will rely on information that you provide and we will not audit or otherwise verify this information. In the event that the information you provide is different from the actual amounts of income, gain, deduction or loss, the amount of tax liability on your tax returns may be different from the aggregate amount of the estimated tax payments made. If the actual amount of that liability to any jurisdiction exceeds the aggregate estimated tax payments made to that jurisdiction for any period, it is possible that a tax penalty and applicable interest charges could apply.

3.2 Schedules of Estimated Tax Payments. At the time we deliver your tax returns to you, we may provide you with a schedule of estimated tax payments for the current year. Unless otherwise expressly stated on the schedule, the payments on any such schedule will be based solely on your prior year tax liabilities from the Federal and provincial income tax returns that we prepare on your behalf. While the payments will be intended to avoid Federal and provincial penalties for the underpayment of estimated taxes and any applicable interest thereon, your actual current year income tax liabilities could be materially different from the aggregate amount of these payments. In that event you may owe tax penalties and any applicable interest charges.

4. Tax Advice

4.1 What Constitutes Tax Advice. Any definitive advice concerning any tax matter depends on the particular facts of your situation, as well as the law and related authorities (e.g. regulations, case law, rulings etc.) that apply to those facts. Our professional standards require that we exercise appropriate due diligence in providing tax advice, taking into consideration the scope of our engagement and the type and specificity of the advice that you request. This due diligence may require review or confirmation of certain facts and research concerning applicable tax authorities. In order to confirm our mutual understanding regarding material facts and to provide you with an understanding of any particular risks associated with any tax positions addressed, all definitive advice that we provide concerning any tax matter (Tax Advice) must be in writing in the form of a letter or a memorandum.

We are happy to discuss with you our views regarding the tax treatment of certain items. We may also provide you with tax information in the body of an email.

However, any communication or information delivered to you orally or in the body of an email (as opposed to a letter or memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions.

Because of these limitations and the related risks, oral and email communications will not be deemed Tax Advice, and it may not be appropriate for you to proceed with any transaction or any tax return reporting solely on the basis of any oral or email communication. We recognize that in some cases you may choose to proceed without obtaining Tax Advice due to considerations of cost, timing and your evaluation of potential risks. If you choose to proceed with any transaction or tax return reporting position without obtaining Tax Advice from us, then you accept all responsibility for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of Tax Advice that is delivered to you as a document attached to an email.

In providing our tax services, we may provide you with tax or financial schedules and calculations. These schedules and calculations, standing alone, cannot adequately describe the merits and risks of any tax position or the assumptions underlying the schedule or calculations. Accordingly, these schedules and calculations should not be viewed as assurance of the correctness of any particular tax position. If you would like assurance regarding the tax positions upon which any schedule or calculation is based, please contact us to discuss the merits of our providing you with Tax Advice to support those calculations.

4.2 Facts and Assumptions. Our investigation to confirm or verify any facts described in any Tax Advice will be limited to the investigation described in the body of the Tax Advice, and we will rely on the facts, assumptions and representations described in the Tax Advice. Any change in or addition to these facts, assumptions or representations could materially and adversely affect our analysis and conclusions. If you for any reason believe that any facts, assumptions or representations in any Tax Advice are incorrect or incomplete, you must notify us immediately to discuss the impact on our analysis and conclusions. You should not rely upon any item of Tax Advice that is based on facts, assumptions or representations that you believe to be incorrect or incomplete.

4.3 Applicable Law. A majority of our Tax Advice addresses Federal income tax matters. Unless expressly stated in our Tax Advice, our analysis and conclusions will relate solely to Federal income tax consequences under the Act as of the date of our Tax Advice. If you would like us to address tax

consequences to you under any other applicable tax law, please contact us to discuss expanding the scope of our services.

4.4 Issues Addressed. Each item of Tax Advice will be limited to advice concerning the tax issues described in the Tax Advice, and it may not consider all of the issues that may arise in connection with the subject matter of the advice. Except as expressly stated in an item of Tax Advice, our advice is not an endorsement of any particular transaction structure or accounting method, nor is it a recommendation that any addressee proceed with any transaction or other matter described in the Tax Advice.

4.5 Level of Assurance for Tax Advice; No Guarantee. Many areas of tax law are unclear, and the application of the tax law to any particular facts may be subject to more than one interpretation. Our Tax Advice will be based upon our interpretation of applicable law and regulations and certain case and ruling authority as of the date of the Tax Advice. The level of assurance for any particular item of Tax Advice will depend on the underlying facts, the clarity of applicable law, regulations, case and ruling authority, and the extent of factual due diligence and tax research performed. The conclusions in our Tax Advice will be based on our good faith belief that they meet the level of assurance stated in the Tax Advice. Obtaining Tax Advice at a particular level of assurance may in some cases provide a defense to certain tax penalties, but you should not assume that an item of Tax Advice will offer you protection from penalties except as expressly stated in the Tax Advice.

A Statement of Work may indicate a desired level of assurance for Tax Advice addressing a particular tax position. Because the ultimate level of assurance with respect to any tax position will depend on our findings with respect to the underlying facts and the results of our tax research, no Statement of Work should be viewed as a binding commitment to deliver Tax Advice concerning any tax position at a particular level of assurance.

Our analysis and conclusions will be based upon our professional judgment, will not be a guarantee of the ultimate tax consequences of the transactions described in the Tax Advice and will not be binding on the CRA, any provincial or foreign tax authority, or any court. If you would like greater certainty regarding the tax treatment of any particular transaction, please contact us to discuss the possibility of obtaining a ruling from the appropriate tax authority.

4.6 Reliance and Distribution. Each item of Tax Advice is rendered only for the benefit of the named addressee(s), and does not address the tax consequences to any other person or entity that is not an addressee. No person or entity other than the named addressee(s) may rely on the Tax Advice.

To avoid confusion regarding matters of reliance, our Tax Advice may not be delivered to any other party unless you advise the recipient of these limitations on reliance. You may not include any item of Tax Advice in any prospectus, private placement memorandum or other document used to offer any securities or to otherwise obtain financing.

Unless expressly provided in an item of Tax Advice, but subject to the limitations in the preceding paragraph, you are free to share the Tax Advice with any third party. You may deliver a copy of any Tax Advice to the CRA or any provincial or foreign tax authority for the purpose of demonstrating good faith and reliance on the analysis and conclusions expressed therein.

5. Tax Controversy Matters

5.1 Audits and Appeals. (a) In connection with any audit of a return by the CRA or any other tax authority, we will perform the following services as we deem appropriate to properly respond to the audit:

- (i) assist you in responding to requests for information from the tax authority;
- (ii) conduct tax research and advise you concerning the merits of your reported tax position(s) and the merits of any potential challenge to your reported position(s);
- (iii) participate in meetings and conference calls with you and with representatives of the tax authority;
- (iv) prepare any amended tax returns required as a result of the audit;
- (v) prepare and file any taxpayer protest or other documents necessary for any administrative appeal; and
- (vi) assist you in evaluating the terms of any proposed assessment, settlement or appellate determination.

(b) We will consult with you throughout the audit or appeal concerning all significant services that we plan to perform. Except as required by law or by applicable professional rules, we will not perform any service that you have specifically asked that we not perform.

(c) In any audit, appeal or litigation, decisions whether to contest or to concede an assessment or a particular tax position are often affected by considerations other than the technical merits of a position (e.g. the costs of proceeding). We will use our best efforts to assist you in evaluating these other considerations.

5.2 Litigation. Should you ultimately choose to pursue litigation as a result of any assessment arising out of an audit, we would not be able to represent you in any court. If you choose to pursue litigation at any point, we strongly recommend that you retain legal counsel experienced in tax litigation matters. Although we cannot represent you in court, we would be able to assist your

legal counsel in understanding the facts of your case, the technical merits of your position and other matters we encounter during the course of our services.

6. Tax Withholding Matters

6.1 Nonresident and Foreign Owner Withholding.

Tax laws in some cases require taxpayers to withhold taxes on behalf of nonresident or foreign owners or beneficiaries and remit the taxes withheld. A failure to remit taxes required to be withheld may result in tax penalties and interest. If you engage us to assist you in calculating nonresident or foreign owner withholding tax payments, we will perform those calculations for those taxpayers identified in the applicable Statement of Work under Federal law. For us to calculate these amounts, you must provide us with the information we request, including information regarding nonresident or foreign owners or beneficiaries, at least 30 days prior to the date of any payment to a nonresident owner or beneficiary.

In calculating the amount of any nonresident or foreign withholding or payments, we will rely on information that you provide and we will not audit or otherwise verify this information. If the information you provide is different from the actual amounts of income, gain, deduction or loss allocated to any nonresident or foreign owner or beneficiary, the amount of the required withholding may be different from the amounts withheld or remitted. If the actual amount of the required withholding for any jurisdiction exceeds the aggregate withholding tax payments made to that jurisdiction for any period, it is possible that penalties and interest could apply.

7. Authorizations

7.1 Authorization to Communicate with Federal and Provincial Tax Authorities. In connection with your tax return filings, tax account administration, audit, appeal or other tax controversy matter, you may grant to us authorization to communicate with Federal and Provincial tax authorities on your behalf.

Notwithstanding any grant authorization, all significant decisions concerning any audit, appeal or other tax controversy matter, will be decisions to be made by you in your sole discretion and any documents or responses prepared by us will be discussed with you and reviewed by you prior to being provided to the relevant tax authority.

8. Foreign Information Reporting

8.1 Foreign Information Reporting. Individuals, corporations, partnerships, trusts and estates who have a financial interest in a foreign country or transact with non-residents may be required to make separate information return filings to report such interests or transactions, as the case may be, where the applicable reporting criteria in the Act are satisfied. Separate information return filing requirements also apply to

taxpayers with direct or indirect control over foreign entities. Although information returns do not have an associated income tax liability, failure to file foreign information returns where required may result in the application of late filing penalties and related interest

During the course of our engagement, we may identify information or transactions that would give rise to a foreign information return requirement. We will advise you if we believe, based on the information that you provide us, that an information return may be required, but we will not prepare any such tax return without your approval of the expansion of our scope of services.

Rev 8/30/19

Client(s): The Generation Corporation

Date: November 13, 2020

The taxpayer(s) identified above (you or your) and RSM Alberta LLP (we, our or us) have entered into an engagement letter for tax services (the Engagement Letter). Under the Engagement Letter, the scope and nature of our tax services and any deliverables are to be described in separate statements of work for separate projects. This document is a “Statement of Work” under the Engagement Letter.

All services described in or provided pursuant to this Statement of Work are subject to the terms, conditions and limitations of the Engagement Letter and the Standards of Services in Tax Matters for Business Taxpayers that we have provided to you and are in effect as of the above date. Handwritten changes to this Statement of Work will have no legal effect.

Description of Our Services under this Statement of Work

Tax Return Preparation

We will prepare the tax returns for the entities, jurisdictions and tax periods specified in the attached “Schedule of Tax and Information Returns to be Prepared.” If you would like to add related taxpayers to this schedule, please call us to discuss expanding the scope of our tax return preparation services. If you choose to add taxpayers or additional tax or information return filings, this will increase the amount of our fees and expenses described below.

Some taxpayers have begun issuing, utilizing, trading or investing in virtual currencies (e.g. Bitcoin). Canada Revenue Agency guidance governing the reporting of transactions involving virtual currencies generally requires each transaction to be treated as a sale or exchange of property at its then fair market value, so clients’ accounting systems must be able to track these transactions and determine fair market value to ensure proper income tax reporting. If you have engaged in transactions involving virtual currencies, we may be required to review your systems of accounting for those transactions and your approach to determining fair market value of the virtual currencies, which may increase the amount of our fees. Please note that in preparing any tax returns reporting virtual currency transactions, we will not provide any assurance as to the correctness of any determination of fair market value.

To prepare your tax returns, it will be necessary for you to provide us with the financial and other information that we request. We will provide you with a Client Assistance Package and may request additional information, and it is necessary for you to respond to these requests completely and accurately. If you have any questions concerning a particular question or request, please contact us. We will also request financial information for use in preparing your tax returns from any other firm(s) that you have engaged to provide you with audit, review or compilation services.

You must deliver all financial and other information necessary for preparation of your returns to us at least 45 days prior to the due date of the returns. Applicable laws and professional standards require us to apply certain review procedures in preparing a tax return, and we need adequate time to perform these procedures. If for any reason you are unable to provide us with this information at least 45 days prior to the due date, you must contact us as soon as possible so that we can modify the staffing and scheduling of our services. We will contact you if at any time we conclude that we will be unable to complete any return by the filing due date.

We will request a large portion of the tax and financial information from you in an electronic format. Certain other information requests may be in hard copy. We will work with your management team to assist you in providing us this information in an appropriate electronic format, but we will depend heavily upon your employees and representatives in obtaining information in the most appropriate format. If any requested information is not received or is received in an unusable format, we will return the items to you

for completion or correction. If you cannot provide information in the requested format, or if it becomes necessary for us to prepare or to correct information to be provided by you, our fees for preparing your tax returns will increase. If at any time you believe you might be better served by having us perform a particular task, please contact us to discuss modifying the scope of our services and the amount of any additional fees.

Consultations Regarding Tax Matters

In connection with your tax returns or in response to your request(s), we may respond to questions, provide general tax information or explanations, discuss tax issues or otherwise consult with you concerning various tax matters. We call your attention to the limited nature of due diligence and research typically performed in providing information regarding tax matters orally or via email, and the limitations on your ability to rely on any oral or email communications.

Consultations Regarding General Business Matters

We recognize that you face a wide variety of business questions and challenges. In connection with your tax returns or in response to your request(s), we may respond to your questions, provide general information or explanations, discuss issues or otherwise consult with you to provide you with insights regarding nontax matters based on the experience of the tax professional primarily responsible for overseeing our tax services to you. We call your attention to the limited nature of research typically performed in providing this general business information. We are of course happy to meet with you to discuss your business questions and challenges in more detail and to assist you in tailoring solutions for your business, but those services would be performed under a separate statement of work and for additional fees. Any such nontax advice does not constitute legal or investment advice.

Impact of COVID-19 on Our Services

Both you and we acknowledge that, at the time of the execution of this Statement of Work, national, provincial, and local governments, both domestic and foreign, have restricted travel and/or the movement of people due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in Canada and around the globe, we have restricted our employees from travel and onsite work, whether at a client facility or an RSM facility, to protect the health of both our clients' employees and our employees. Accordingly, to the extent that any of the services described in this Statement of Work requires your or our personnel to travel and/or perform work onsite, either at your or our facilities, you and we acknowledge that the performance of this work may be delayed and that certain services described in this Statement of Work may need to be rescheduled and/or suspended at either your or our sole discretion. Each party agrees to provide the other with prompt notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. The parties acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein.

Fees and Expenses

Our fees for our services described in this Statement of Work will be calculated as provided in the Engagement Letter. In addition to our fee, you must pay (a) directly billed expenses, including tax return and report processing, travel, meals, and fees and expenses for services from other professionals and (b) a charge of five percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance in the assembly and e-filing of returns. All sales, use, value-added or other similar taxes will be charged in addition to the fees and expenses.

Schedule of Tax and Information Returns to be Prepared

Entity Name	Return Type(s)	Tax Period(s)	Jurisdictions
The Generation Corporation	T2	2020	Federal and Provincial
The Generation Corporation	T5	2020	Federal