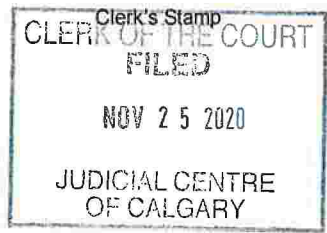


COURT FILE NUMBER 2001-14421  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF TORONTO-DOMINION BANK  
DEFENDANTS THE GENERATION CORPORATION, ELLIS FABRICATIONS INC., GENERATION CONSTRUCTION CORP., GENERATION STEEL INC., GROUNDWORKS SAFETY SYSTEMS INC., JAMES FOLEY and DANIELLE FOLEY



**DOCUMENT APPLICATION**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 3rd Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.4347/4311  
Fax: 403.508.4349  
Attention: Catrina J. Webster/Kaitlin Ward  
File: 0000152.03081

**NOTICE TO RESPONDENTS,**

This application is made against you. You are a respondent.  
You have the right to state your side of this matter before the master.  
To do so, you must be in Court when the application is heard as shown below:

Date: December 3, 2020  
Time: 10:00 am  
Where: VIA WEBEX  
Before Whom: The Honourable Justice C.M. Jones

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

**Remedy claimed or sought:**

1. The Plaintiff, Toronto-Dominion Bank (the "**Applicant**" or "**TD Bank**"), is seeking an Order substantially in the form attached hereto as **Schedule "A"**:
  - (a) abridging the time for, and validating service of, this Application on the parties set out in the Service List attached hereto as **Schedule "B"** and the materials filed in

support of this Application, if necessary, and dispensing with service on any party not served;

- (b) appointing KPMG Inc. ("**KPMG**") as receiver (the "**Receiver**") pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended ("**BIA**"), over the current and future assets, undertakings, and properties of the Generation Corporation ("**Generation Corporation**"), Ellis Fabrications Inc. ("**Ellis Fabrications**"), Generation Construction Corp., Generation Steel Inc. and Groundworks Safety Systems Inc. (collectively, the "**Guarantors**");
- (c) granting costs of this Application to TD Bank on a solicitor and own client (full-indemnity) basis; and
- (d) such further and other relief as may be sought by TD Bank and this Honourable Court may permit.

**Grounds for Making this Application:**

- 2. The grounds upon which TD Bank relies in making the within Application are as follows:
  - (a) pursuant to the following loan agreements (collectively, the "**Loan Agreements**"), TD Bank agreed to advance funds to Generation Corporation and Ellis Fabrications (collectively, the "**Borrowers**") on certain terms and conditions agreed to by the Borrowers: (i) a loan agreement dated December 24, 2018 and executed by Generation Corporation on December 28, 2018; (ii) a Loan Agreement dated December 27, 2018 and executed by Ellis Fabrications on December 28, 2018; and (iii) a TD Bank Business Credit Card Agreement executed by Ellis Fabrications on January 24, 2019;
  - (b) as of November 23, 2020, the amount owing to TD Bank by the Borrowers pursuant to the Loan Agreements is \$5,740,670.60 (the "**Outstanding Indebtedness**"), plus all interest accruing on the Outstanding Indebtedness pursuant to the terms of the Loan Agreements, and all costs, fees, disbursements and professional fees, including the professional fees of the Receiver, and all legal and other costs and expenses incurred by TD Bank in respect of the Loan Agreements, on a solicitor and own client (full-indemnity) basis;

- (c) the Outstanding Indebtedness is secured by: (i) a General Security Agreement executed on January 8, 2019 by Generation Corporation in favour of TD Bank; (ii) a General Security Agreement executed on January 8, 2019 by Ellis Fabrications in favour of TD Bank; (iii) a General Security Agreement executed on January 8, 2019 by Generation Construction Corp. in favour of TD Bank; (iv) a General Security Agreement executed on January 8, 2019 by Generation Steel Inc. in favour of TD Bank; (v) a General Security Agreement executed on January 8, 2019 by Groundworks Safety Systems Inc. in favour of TD Bank, whereby the Borrowers and Guarantors granted TD Bank a security interest over all their present and after-acquired personal property; and (vi) a Collateral Mortgage executed on January 8, 2019 by Generation Corporation in favour of TD Bank regarding the property legally described as PLAN 8023047;2;2A and PLAN 7722535;2;3 (collectively, the "**Security Agreements**");
- (d) on June 16, 2020, TD Bank demanded payment of the Outstanding Indebtedness owed by the Borrowers and Guarantors and issued a notice of intention to enforce security pursuant to section 244 of the BIA (the "**Demands**");
- (e) the 10-day notice period under section 244 of the BIA expired following the issuance of the Demands;
- (f) the Borrowers and Guarantors have refused, failed, neglected, or been unable to pay the amounts pursuant to the Demands and, in addition to the existing defaults, are in default of the terms of the Loan Agreements and the Security Agreements;
- (g) the Security Agreements provide that, in the event of a default by the Borrowers and Guarantors, TD Bank is entitled to, among other things, apply to the Court for the appointment of a receiver;
- (h) the appointment of a receiver and manager is a just, convenient, and appropriate remedy in the circumstances and KPMG has consented to act as the Receiver;
- (i) the Borrowers and Guarantors have failed, refused, or otherwise neglected to obtain refinancing which would result in the repayment of the Outstanding Indebtedness;

- (j) the Borrowers and Guarantors have had over 5 months to obtain refinancing, or otherwise resolve the Outstanding Indebtedness;
- (k) the grounds set out in the Affidavit of Emily Still sworn on November 24, 2020; and
- (l) further and other grounds as counsel may advise and this Honourable Court may permit.

**Material or Evidence to be relied on:**

- 3. The Applicant intends to rely on the following materials:
  - (a) the Affidavit of Emily Still sworn on November 24, 2020;
  - (b) the Consent to Act as Receiver executed by a duly authorized representative of KPMG; and
  - (c) such further and other materials as counsel may advise and this Honourable Court may permit.

**Applicable rules:**

- 4. The Applicant intends to rely on the following rules:
  - (a) the *Alberta Rules of Court*, AR 124/2010, as amended; and
  - (b) such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

**Applicable Acts and regulations:**

- 5. The Applicant intends to rely on the following Acts:
  - (c) the BIA; and
  - (d) such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

**Any Irregularity Complained of or Objection Relied on:**

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

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

7. Video-conference submission by counsel at an Application before the Honourable Justice C.M. Jones at 10:00 a.m. on December 3, 2020.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A"**

**Form of Receivership Order**

**(See attached)**

COURT FILE NUMBER:	2001-	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	<b><u>RECEIVERSHIP ORDER</u></b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP 2100, 222 - 3 <sup>rd</sup> Ave SW Calgary, Alberta T2P 0B4 Phone: 403.693.4347/4311 Fax: 403.508.4349 Attention: Catrina Webster/Kaitlin Ward File: 0114153.00031	

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<b>DATE ON WHICH ORDER WAS PRONOUNCED:</b>	<b>NOVEMBER 24, 2020</b>
<b>LOCATION OF HEARING OR TRIAL:</b>	<b>CALGARY, ALBERTA</b>
<b>NAME OF JUSTICE WHO MADE THIS ORDER:</b>	<b>JUSTICE C.M. JONES</b>

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**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 Emily Still sworn and filed on November 24, 2020, and the Affidavit of Service sworn and filed on December 1, 2020; **AND UPON** reading the consent of KPMG Inc. to act as receiver and manager (the “**Receiver**”) of the Debtors, 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 (collectively, the "**Property**") including 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.

## **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 \$50,000.00 provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; 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, which charge shall not exceed an aggregate amount of \$500,000.00 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 \$500,000.00 (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-  
\_\_\_\_\_.

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.

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Justice of the Court of Queen's Bench of Alberta

**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:





COURT FILE NUMBER:

Clerk's  
Stamp:  
2001-

Clerk's stamp

COURT

COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE OF

● CALGARY

APPLICANT: PLAINTIFF

THE TORONTO-DOMINION BANK

RESPONDENT(S): DEFENDANTS

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

DOCUMENT

ALBERTA TEMPLATE RECEIVERSHIP

ORDER

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT:

~~[LAW FIRM NAME]~~[Address] [Address] Solicitor:  
● Telephone: ● Facsimile: ● Email: ● File  
Number: ●  
MLT AIKINS LLP  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.4347/4311  
Fax: 403.508.4349  
Attention: Catrina Webster/Kaitlin Ward  
File: 0114153.00031

DATE ON WHICH ORDER WAS PRONOUNCED:

NOVEM  
BER 24, 2020

LOCATION OF HEARING OR TRIAL:

CALGA  
RY, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

JUSTICE C.M. JONES

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**NAME OF JUDGE WHO MADE THIS  
ORDER:  
LOCATION OF HEARING:**

~~[\*NOTE: DO NOT USE THIS ORDER AS A PRECEDENT WITHOUT REVIEWING THE  
ACCOMPANYING EXPLANATORY NOTES.]~~

UPON the application of ~~[NAME]~~ in respect of ~~[DEBTOR'S NAME]~~ the Toronto-Dominion Bank (the "DebtorApplicant" 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 ~~•; Emily Still sworn and filed on November 24, 2020,~~ and the Affidavit of Service ~~of • [if applicable],~~ sworn and filed on December 1, 2020; AND UPON reading the consent of ~~[NAME]~~ KPMG Inc. to act as interim receiver and receiver and manager (the "Receiver") of the DebtorDebtors, filed; ~~AND UPON noting the consent endorsed hereon of • [if applicable];~~ AND UPON hearing counsel for ~~•, counsel for the proposed Receiver 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 ~~[if applicable]~~ and this application is properly returnable today.

#### **APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, ~~R.S.C. RSC~~ 1985, c. B-3 (the "*BIA*"), ~~and sections 13(2) of the *Judicature Act*, R.S.A. KPMG Inc. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7~~ ~~[choose applicable statute(s)]~~ ~~[RECEIVER'S NAME]~~ is hereby appointed

Receiver, without security, of all of the ~~Debtor's~~ Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "Property"), including 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.

### 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, ~~[which shall include the Receiver's ability to abandon, dispose of or otherwise release any interest in any of the Debtors' real property, or any right in any immoveable, and any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority, in respect of such interest in real property or immoveable, including pursuant to section 14.06(4) of the BIA, notwithstanding the provisions of the Oil and Gas Conservation Act, RSA 2000, c O-6, the Pipeline Act, RSA 2000, or any other similar provincial legislation;]~~<sup>1</sup>;
  - (b) to abandon, dispose of, transfer or otherwise release any interest in any of the Debtors' personal or real property;

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<sup>1</sup>On January 31, 2019, the Supreme Court of Canada released its decision in *Orphan Well Association v. Grant Thornton Limited* (2019 SCC 50) relating to the effect of disclaimer by receivers and trustees of real property. The impact of this decision on the template receivership order is currently under consideration.



- (c) ~~(b)~~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) ~~(e)~~to manage, operate and carry on the business of the ~~Debtor~~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 ~~Debtor~~Debtors;
- (e) ~~(d)~~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) ~~(e)~~to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (g) ~~(f)~~to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (h) ~~(g)~~to settle, extend or compromise any indebtedness owing to or by the ~~Debtor~~Debtors;
- (i) ~~(h)~~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 ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (j) ~~(i)~~to undertake environmental or workers' health and safety assessments of the Property and operations of the ~~Debtor~~Debtors;
- (k) ~~(j)~~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 ~~Debtor~~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) ~~(k)~~ 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) ~~(l)~~ 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 ~~[\$]~~ \$50,000.00 provided that the aggregate consideration for all such transactions does not exceed ~~[\$]~~ \$250,000.00; 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*, ~~R.S.A.~~ RSA 2000, c-P-7 or any other similar legislation in any other province or territory shall not be required.

(n) ~~(m)~~ 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) ~~(n)~~ 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) ~~(o)~~ 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 Debtor-Debtors and not in its personal capacity;<sup>2</sup>

- (g) ~~(p)~~ 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 Debtor-Debtors;
- (r) ~~(q)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor-Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor-Debtors;
- (s) ~~(r)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor-Debtors may have; and
- (t) to assign the Debtors into bankruptcy without further Order of this Court; and
- (u) ~~(s)~~ 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 Debtor-Debtors, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtor-Debtors, (ii) all of ~~its~~ their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~ 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,

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~~<sup>2</sup> This suggested language should be considered where there is real property, to facilitate the registration of the Receivership Order with the Land Titles Office in Alberta, or in another province or territory as the case may be, notwithstanding certain provincial or territorial statutory requirements.~~



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 ~~Debtor~~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~~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 ~~DEBTOR~~ DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the ~~Debtor~~ 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 ~~Debtor~~ 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 ~~debtor~~ Debtors or an action, suit or proceeding that is taken in respect of the ~~debtor~~ 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 ~~OF 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 ~~Debtor~~ Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with ~~leave of this Court, [including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtor is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtor, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtor be replaced as operator pursuant to any such agreements without further~~



~~order of this Court]~~<sup>3</sup> provided, however, ~~[that this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further provided]~~ the written consent of the Receiver or leave of this Court, provided, however, that nothing in this Order shall:

- (a) empower the ~~Debtor~~ Debtors to carry on any business that the ~~Debtor is~~ 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 ~~Debtor~~ 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 Applicant 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 ~~Monitor~~ 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 ~~Debtor~~ Debtors, except with the written consent of the ~~Debtor and the~~ Receiver, or leave of this Court ~~[Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.] [See Explanatory Notes.]~~

#### CONTINUATION OF SERVICES

12. All persons having:

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~~<sup>3</sup> This suggested language should be considered where Property includes oil & gas assets subject to one or more joint operating or similar agreements.~~

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the ~~Debtor~~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 ~~Debtor~~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 ~~Debtor~~Receiver or exercising any other remedy provided under such agreements or arrangements. The ~~Debtor~~Receiver shall be entitled to the continued use of ~~its~~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 ~~Debtor~~Receiver in accordance with the payment practices of the ~~Debtor~~Debtors, or such other practices as may be agreed upon by the supplier or service provider and ~~each of the Debtor~~ ~~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 ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~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*, ~~S.C. SC 2005, c.47~~ (“~~WEPPA~~”) 47.

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, ~~S.C. 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 ~~Debtor~~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, which charge shall not exceed an aggregate amount of ~~[\$] \$500,000.00~~ 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,<sup>4</sup> 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) ~~[and 88]~~ of the *BIA*. ~~[See Explanatory Notes.]~~
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 ~~[\$] \$500,000.00~~ (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

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~~4 The Alberta Court of Appeal has granted leave to appeal in *Canada North Group Inc (Companies' Creditors Arrangement Act)*, 2017 ABQB 550 [Canada North], where the Court held that court ordered super-priority charges for a Receiver's Charge may take priority over statutory deemed trusts. The Court in *Canada North* further held that the onus on a variation application depends on whether notice is provided to affected parties. Notice of the application to affected parties is encouraged to the extent possible. To the extent it is not possible or practical in the circumstances, the affected parties can rely on the comeback clause in paragraph 33 of this Order to seek to set aside the priority granted to the Receiver's Charge or Receiver's Borrowing Charge, subject to the protection of lenders, receivers, or other parties that have relied on the charges between the date the receivership order is granted and the date it is varied.~~

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) ~~[and 88]~~ 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 ~~Debtor~~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 ~~Debtor's~~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. ~~●~~, and Court of Queen's Bench in Bankruptcy Action No 2001-\_\_\_\_\_. ~~●~~, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered. **[See Explanatory Notes, footnote 1.]**

35. The Receiver shall establish and maintain a website in respect of these proceedings at [~~insert website address~~●] (the "Receiver's Website") and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made ~~publically~~ 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. The E-Service Guide of the Alberta Court of Queen's Bench Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at: [●]) shall be valid and effective service. Subject to Rules 11.25 and 11.26, this Order shall constitute an order for substituted service pursuant to Rule 11.28 of the Alberta Rules of Court. Subject to paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. A Case Website shall be established in accordance with the Guide with the following URL [●].~~

36. ~~37.~~ 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. 38. 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. [~~See Explanatory Notes re: e-service.~~]

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ KPMG Inc., the ~~interim receiver and~~ receiver and manager (the "Receiver") of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ 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 ~~[day] day of [month], [year]~~ 1, 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 ~~[daily] [monthly not in advance on the day of each month]~~ 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 of ~~[#]~~ 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\_\_.

~~[RECEIVER'S NAME]~~ 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:

Comparison Details	
Title	<b>compareDocs Comparison Results</b>
Date & Time	24-Nov-20 1:02:43 PM
Comparison Time	11.47 seconds
compareDocs version	v4.3.306.6

Sources	
Original Document	template-receivership-order-redwater-scc-edits-feb-14.doc
Modified Document	Receivership Order - The Generation Corporation and Ellis Fabrications Inc. et al.DOCX

Comparison Statistics	
Insertions	34
Deletions	33
Changes	108
Moves	2
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
<b>TOTAL CHANGES</b>	<b>177</b>

Word Rendering Set Markup Options	
Name	
<u>Insertions</u>	
<del>Deletions</del>	
<u>Moves / Moves</u>	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark outside border.
Comments color	By Author.
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

**SCHEDULE "B"**

**Service List**

**(See attached)**

COURT FILE NUMBER:

COURT

COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

TORONTO DOMINION BANK

DEFENDANTS

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

**SERVICE LIST**

Party	Telephone	Fax	Role
<b>MLT AIKINS LLP</b> 2100, 222 3 Ave SW Calgary, AB T2P 0B4  <b>Attention: CATRINA WEBSTER</b> email: <a href="mailto:cwebster@mltaikins.com">cwebster@mltaikins.com</a>	403.693.4347	403.508.4349	Counsel to Toronto Dominion Bank
<b>TD BANK</b> #421- 7 <sup>th</sup> Avenue S.W. 10 <sup>th</sup> Floor Calgary, Alberta T2P 4K9  <b>EMILY STILL</b> email: <a href="mailto:Emily.Still@td.com">Emily.Still@td.com</a>  <b>DAVID QUINN</b> email: <a href="mailto:david.quinn@td.com">david.quinn@td.com</a>			
<b>KPMG INC.</b> #3100 – 205 5 Ave SW Calgary AB T2P 4B9  <b>NEIL HONESS</b> email: <a href="mailto:neilhonest@kpmg.ca">neilhonest@kpmg.ca</a>  <b>JOE SITHOLE</b> email: <a href="mailto:jsithole@kpmg.ca">jsithole@kpmg.ca</a>			Proposed Receiver

<p><b>BURNET DUCKWORTH &amp; PALMER LLP</b> 2400, 525-8<sup>TH</sup> Avenue SW Calgary, Alberta T2P 1G1</p> <p><b>Attention: DAVID LEGEYT</b> email: <a href="mailto:dlegeyt@bdplaw.com">dlegeyt@bdplaw.com</a></p>			Counsel to Proposed Receiver
<p><b>ELLIS FABRICATIONS INC.</b> c/o Registered Office 600, 4911-51 Street Red Deer, Alberta T4N 6V4</p> <p><b>CARON &amp; PARTNERS LLP</b> 2120, 237 4th Avenue S.W. Calgary, Alberta T2P 4K3</p> <p><b>Attention: DEAN HUTCHISON</b> email: <a href="mailto:dhutchison@caronpartners.com">dhutchison@caronpartners.com</a></p>			Borrower  Counsel to Borrower
<p><b>THE GENERATION CORPORATION</b> c/o Registered Office 600, 4911-51 Street Red Deer, Alberta T4N 6V4 email: <a href="mailto:corporate@warrensinclair.com">corporate@warrensinclair.com</a></p> <p><b>CARON &amp; PARTNERS LLP</b> 2120, 237 4th Avenue S.W. Calgary, Alberta T2P 4K3</p> <p><b>Attention: DEAN HUTCHISON</b> email: <a href="mailto:dhutchison@caronpartners.com">dhutchison@caronpartners.com</a></p>			Borrower  Counsel to Borrower
<p><b>GENERATION STEEL INC.</b> c/o Registered Office 600, 4911-51 Street Red Deer, Alberta T4N 6V4</p> <p><b>CARON &amp; PARTNERS LLP</b> 2120, 237 4th Avenue S.W. Calgary, Alberta T2P 4K3</p> <p><b>Attention: DEAN HUTCHISON</b> email: <a href="mailto:dhutchison@caronpartners.com">dhutchison@caronpartners.com</a></p>			Guarantor  Counsel to Guarantor



<p><b>GENERATION CONSTRUCTION CORP.</b> c/o Registered Office 600, 4911-51 Street Red Deer, Alberta T4N 6V4</p> <p><b>CARON &amp; PARTNERS LLP</b> 2120, 237 4th Avenue S.W. Calgary, Alberta T2P 4K3</p> <p><b>Attention: DEAN HUTCHISON</b> email: <a href="mailto:dhutchison@caronpartners.com">dhutchison@caronpartners.com</a></p>			<p>Guarantor</p> <p>Counsel to Guarantor</p>
<p><b>GROUNDWORKS SAFETY SYSTEMS INC.</b> c/o Registered Office 600, 4911-51 Street Red Deer, Alberta T4N 6V4</p> <p><b>CARON &amp; PARTNERS LLP</b> 2120, 237 4th Avenue S.W. Calgary, Alberta T2P 4K3</p> <p><b>Attention: DEAN HUTCHISON</b> email: <a href="mailto:dhutchison@caronpartners.com">dhutchison@caronpartners.com</a></p>			<p>Guarantor</p> <p>Counsel to Guarantor</p>
<p><b>JAMES FOLEY AND DANIELLE FOLEY</b> 4207- 53 Street Close Innisfail, Alberta T4G 1P9</p> <p><b>CARON &amp; PARTNERS LLP</b> 2120, 237 4th Avenue S.W. Calgary, Alberta T2P 4K3</p> <p><b>Attention: DEAN HUTCHISON</b> email: <a href="mailto:dhutchison@caronpartners.com">dhutchison@caronpartners.com</a></p>			<p>Guarantors</p> <p>Counsel to Guarantor</p>
<p><b>ELEMENT FINANCIAL INC.</b> 900-4 Robert Speck Parkway Mississauga, ON L4Z 1S1</p>			<p>Creditor</p>
<p><b>EFN FINANCIAL INC.</b> 900-4 Robert Speck Parkway Mississauga, ON L4Z1S1</p>			<p>Creditor</p>

<p><b>FORD CREDIT CANADA COMPANY</b>          PO Box 2400          Edmonton, AB          T5J 5C7</p>			<p>Creditor</p>
<p><b>RCAP LEASING INC.</b>          5575 North Service Rd, Ste 300          Burlington, ON          L7L 6M1</p>			<p>Creditor</p>
<p><b>NATIONAL LEASING GROUP INC.</b>          1525 Buffalo Place          Winnipeg, MB          R3T 1L9</p>	<p>204.954.9000</p>	<p>204.954.9099</p>	<p>Creditor</p>
<p><b>DELL FINANCIAL SERVICES CANADA LIMITED</b>          155 Gordon Baker Rd, Ste 501          North York, ON          M2H 3N5</p>			<p>Creditor</p>
<p><b>MERIDIAN ONECAP CREDIT CORP.</b>          Suite 1500, 4710 Kingsway          Burnaby, BC          V5H 4M2</p>			<p>Creditor</p>
<p><b>MLS PROPERTY GROUP LTD.</b>          302, 1524 - 91 Street SW          Edmonton, AB          T6X 1M5</p>			<p>Creditor</p>
<p><b>TS LP</b>          c/o 705, 5241 Calgary Trail          Edmonton, AB T6H 5G8          Email: <a href="mailto:craig@sterlingcredit.ca">craig@sterlingcredit.ca</a></p> <p><b>SCOTT W. CAINE, BARRISTER &amp; SOLICITOR</b>          PO BOX 76009 Southgate          Edmonton, Alberta          T6H 5Y7</p> <p>Email: <a href="mailto:scottwcaine@yahoo.com">scottwcaine@yahoo.com</a></p>	<p>780.438.4111</p>		<p>Creditor</p> <p>Counsel to Creditor</p>

<p><b>TITAN SUPPLY</b> c/o 705, 5241 Calgary Trail Edmonton, AB T6H5G8 Email: <a href="mailto:craig@sterlingcredit.ca">craig@sterlingcredit.ca</a></p> <p><b>SCOTT W. CAINE, BARRISTER &amp; SOLICITOR</b> PO BOX 76009 Southgate Edmonton, Alberta T6H 5Y7 Email: <a href="mailto:scottwcaine@yahoo.com">scottwcaine@yahoo.com</a></p>	780.438.4111		Creditor  Counsel to Creditor
<p><b>CANADA REVENUE AGENCY</b> Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey, BC V3T 5E1</p>	866.891.7403	866.219.0311	
<p><b>CWB NL FINANCIAL INC.</b> 1525 Buffalo Place Winnipeg, Manitoba R3T 1L9</p>			
<p><b>TRUMPF FINANCE</b> A Unit of SG Equipment Finance USA Corp. 480 Washington Blvd. (24<sup>th</sup> Floor) Jersey City, NJ 07310</p>			