

District of: Alberta  
Division No. 02  
Court No.  
Estate No.

FORM 87  
Notice of Statement of the Receiver  
(Subsections 245(1) and 246(1) of the Act)  
In the matter of the receivership of  
Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership,  
Big Eagle Hydro-Vac (North) Inc., Big Eagle (North) Limited Partnership  
of the City of Calgary, in the Province of Alberta

The receiver gives notice and declares that:

1. On June 8, 2015, Deloitte Restructuring Inc. (“Deloitte”) was appointed by the Court of Queen’s Bench of Alberta, Judicial District of Calgary as receiver and manager (the “Receiver”) in respect of all the assets and property (the “Property”) of Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc., and Big Eagle (North) Limited Partnership (collectively “Big Eagle” or the “Companies”) that is described below:

<b>Description</b>	<b>Book Value*</b>
Capital assets	\$31,913,000
Book debts – accounts receivable	5,030,000
Prepaid expenses	1,360,000
Inventory – parts	848,000
Cash in Bank	224,000
Due from Related Parties	21,000
<b>Total</b>	<b><u>\$39,396,000</u></b>

\* All asset book values are based on amounts reported by the Company as at April 30, 2015. The net realizable value of the assets will be significantly lower than the aggregate of the above book values.

2. Deloitte became the Receiver by virtue of a Court Order which is attached to this Notice as **Schedule “A”**.
3. The Receiver took possession and control of the Property described above on June 8, 2015.
4. The following information relates to the receivership:
  - (a) Mailing Address: 900, 444 5 Ave SW, Calgary, AB T2P 2T8
  - (b) Principal line of business: Oilfield services
  - (c) Locations of business:
    1. 900, 444 5 Ave SW Calgary, AB T2P 2T8
    2. 5916 36 St. East Edmonton International Airport, AB T9E 0V4
    3. 9319 81 Ave Clairmont, AB T8X 0M2
    4. 2450 South Highway Dr. SE, Redcliff, AB T0J 2P0
    5. 19 Mobil Avenue, Rainbow Lake, AB T0H 2Y0
    6. 2747 North Service Road West, Swift Current, SK S9H 5M1
    7. 1007 Oilmen Road, Zama City, AB T0H 4E0

(d) Amount owed to each creditor who holds security on the Property described above:

<b>Creditor</b>	<b>Book Value**</b>
Apollo Global Management LLC	\$34,931,269
Wells Fargo Foothill Canada ULC	18,951,612
CIT Financial	84,723
Summit Motors Ltd.	36,476
Ricoh Canada Inc.	24,134
RED-L Distributors Ltd.	11,945
ATCO Structures & Logistics Ltd.	1,428
Canada Revenue Agency	unknown
AFD Petroleum Ltd.	unknown
Wellquip Inc.	unknown
Wajax Power Systems	unknown
<b>Total</b>	<b><u>\$54,041,587</u></b>

\*\* All known liability amounts are based on amounts provided by the Company as at June 8, 2015.

(e) A list of preferred and unsecured creditors is attached to this Notice as **Schedule "B"**.

(f) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows:

Secure the Property of Big Eagle and proceed to realize on the Property to maximize the net realizations.

(g) Contact person for the Receiver:

Dana Gaspar  
Deloitte Restructuring Inc.  
Suite 700, 850 – 2<sup>nd</sup> Street SW  
Calgary, AB T2P 0R8  
Phone: 403-267-0660

Dated at the City of Calgary in the Province of Alberta, this 18<sup>th</sup> day of June, 2015.

**Deloitte Restructuring Inc.**

In its capacity as Receiver of Big Eagle Hydro-Vac Inc.,  
Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc.  
and Big Eagle (North) Limited Partnership  
and not in its personal capacity.



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Jeff Keeble, CA, CIRP, CBV  
Senior Vice-President

700 Bankers Court, 850 - 2nd Street SW  
Calgary AB T2P 0R8  
Phone: (403) 267-1899 Fax: (403) 718-3681

**SCHEDULE "A"**  
**COURT ORDER**

CLERK OF THE COURT  
**FILED**  
JUN 08 2015  
JUDICIAL CENTRE  
OF CALGARY

COURT FILE NO. 1501-06320  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF WELLS FARGO FOOTHILL CANADA ULC  
DEFENDANTS BIG EAGLE HYDRO-VAC INC., BIG EAGLE LIMITED PARTNERSHIP, BIG EAGLE HYDRO-VAC (NORTH) INC., and BIG EAGLE (NORTH) LIMITED PARTNERSHIP

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**McMILLAN LLP**  
#1700, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9

Phone: 403.531.4700  
Fax: 403.531.4720

Attention: Adam C. Maerov  
[adam.maerov@mcmillan.ca](mailto:adam.maerov@mcmillan.ca)

Caireen E. Hanert  
[caireen.hanert@mcmillan.ca](mailto:caireen.hanert@mcmillan.ca)

File No. 90289

**DATE ON WHICH ORDER WAS PRONOUNCED:** Monday, June 8, 2015  
**NAME OF JUDGE WHO MADE THIS ORDER:** Hon. Madam Justice J. Strekaf  
**LOCATION OF HEARING:** Calgary, Alberta

**UPON** the application of Wells Fargo Foothill Canada ULC (the "**Applicant**") in respect of Big Eagle Hydro-Vac Inc., Big Eagle Limited Partnership, Big Eagle Hydro-Vac (North) Inc., and Big Eagle (North) Limited Partnership (the "**Debtors**"); **AND UPON** having read the Application, the Affidavit of Jonathan Boynton sworn June 5, 2015, filed, the Confidential Supplemental Affidavit of Jonathan Boynton sworn June 5, 2015, unfiled, the further Supplemental Affidavit of Jonathan Boynton, sworn June 5, 2015 (the "**Further Supplemental**

**Affidavit**) and the further Supplemental Affidavit of Jonathan Boynton, sworn June 8, 2015 (the "**June 8 Affidavit**"); **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager ("**Receiver**") of the Debtors, filed; **AND UPON** hearing counsel for the Applicant and counsel for Big Eagle (Lux) S.a.r.l. ("**Apollo**"); **AND UPON** noting that the Debtors and Apollo have consented to this order **IT IS HEREBY ORDERED AND DECLARED THAT:**

### **SERVICE**

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

### **APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**") and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 Deloitte Restructuring 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 other than the Statutory Payments Reserve (as defined below) (the "**Property**"), including but not limited to the real property of Big Eagle Hydro-Vac Inc., more particularly known and described as

PLAN 8821687  
BLOCK 1  
LOT 8  
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 8323083  
BLOCK 3  
LOT 15  
EXCEPTING THEREOUT ALL MINES AND MINERALS.

(the "**Lands**")

3. This Order shall be registered against the Lands by the Registrar notwithstanding the requirements of Section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4.

## RECEIVER'S POWERS

4. 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 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;
  - (c) 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 other business, or cease to perform any contracts of the Debtors;
  - (d) to engage 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, and without limiting the generality of the foregoing, the Receiver is hereby authorized to:
    - (i) enter into the Asset Realization Agreement with Realization Services, Inc., a copy of which is affixed as **Schedule "A"** hereto; and
    - (ii) engage the services of Chris Anderson and Morley Myden as consultants to the Receiver on the same or substantially similar terms as the agreements attached as **Schedule "B"** and **Schedule "C"** hereto;

- (e) 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;
- (f) 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;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (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 Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (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 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;
- (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;
- (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 \$400,000, provided that the aggregate consideration for all such transactions does not exceed \$2,000,000; 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. 2000, c. P-7 shall not be required.

- (m) to apply for any vesting order or other 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;
- (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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (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 Debtors;
- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (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 (as defined below), including the Debtors, and without interference from any other Person.

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

- 5. (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.
- 6. 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 5 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.

7. 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**

8. 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**

9. 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 8; 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 OF REMEDIES**

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. No Person shall 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, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, 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 or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods

or services received after the date of this Order are paid by the Receiver in accordance with normal 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. Except as provided in paragraph 14 below, 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 and/or the Debtors (with control thereof 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.
  
14. Notwithstanding any other provision of this Order, the Debtors shall be entitled to retain and administer a reserve (the “**Statutory Payments Reserve**”) for the sole purpose of enabling the Debtors to pay (i) to each employee of the Debtors each such employee’s entitlement to accrued and unpaid wages and vacation pay (but for greater certainty not severance and termination pay or salary continuance) outstanding at the Time of Termination (as defined below) in an aggregate amount not to exceed CAD\$615,000, (ii) to the Receiver General of Canada in respect of the Debtors’ liability to remit employee source deductions at the Time of Termination in an aggregate amount not to exceed CAD\$336,000, (iii) to the Receiver General of Canada or the applicable provincial taxing authority in respect of the Debtors’ liability to remit Goods and Services Tax and/or Harmonized Sales Tax and/or applicable provincial sales tax in an aggregate amount not to exceed CAD\$89,000 (the obligation of the Debtors to make the payments referred to in (i), (ii) and (iii) of this paragraph 14 being referred to herein as the “**Statutory**

**Liabilities**”), and the Receiver is hereby authorized and directed to permit the Debtors to retain and administer the Statutory Payments Reserve and to leave the Statutory Payments Reserve in the bank account of the Debtors. The Debtors are authorized and directed to pay from the Statutory Payments Reserve only the accrued Statutory Liabilities, and shall provide to the Receiver an accounting of all monies held in and disbursed from the Statutory Payments Reserve with supporting backup documentation. To the extent the funds in the Statutory Reserve are insufficient to cover the aggregate Statutory Liabilities, the Receiver shall pay and discharge such residual Statutory Liabilities after the Statutory Reserve has been exhausted. This paragraph shall survive any bankruptcy of the Debtors and be binding on any trustee in bankruptcy.

15. Any residual amounts remaining in the Statutory Payments Reserve following payment of the Statutory Liabilities shall be released to the Receiver and shall at that time be deemed to be “Property” for the purposes of this Order.

#### **EMPLOYEES**

16. The employment of all employees of the Debtors are hereby terminated effective as of 5:00 P.M. MST (“**Time of Termination**”) on June 8, 2015, and the Debtors are authorized and directed to pay all Statutory Liabilities from the Statutory Payments Reserve and issue records of employment to such terminated employees.
17. 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. 2005, c.47 (“**WEPPA**”).

#### **PIPEDA**

18. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 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**

19. (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.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA, any other applicable legislation, or the common law.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

20. 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**

21. 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 and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred 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, 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.
22. The Receiver and its legal counsel shall pass their accounts from time to time.
23. 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**

24. 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 \$3,000,000 (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, 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.

25. 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.
26. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “D”** hereto (the “**Receiver's Certificates**”) for any amount borrowed by it pursuant to this Order.
27. 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.

#### **ALLOCATION**

28. 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**

29. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
30. 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.
31. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
32. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders 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 or to assist the Receiver and its agents in carrying out the terms of this Order.
33. 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.
34. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

35. 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.

### **SEALING ORDER**

36. Division 4 of Part 6 of the *Alberta Rules of Court* does not apply. The Confidential Supplemental Affidavit of Jonathan Boynton sworn June 4, 2015 (the "**Confidential Affidavit**") contains confidential and commercially sensitive information which if made publicly available could be used to the detriment of the Debtors and its stakeholders. The Confidential Affidavit shall, until further Order of this Honourable Court, be sealed and kept confidential, and only to be shown only to a Justice of the Court of Queen's Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Affidavit in a sealed envelope, which shall clearly be marked "SEALED PURSUANT TO THE ORDER OF THE HON. MADAM JUSTICE STREKAF DATED JUNE 8, 2015".
37. Any party may apply to set aside paragraph 36 of this Order upon providing all interested parties with 7 days' notice of such application.
38. The Confidential Affidavit shall remain on the Court file in accordance with this Order pending the termination of the within proceedings, or such other insolvency proceedings as may be undertaken with respect to the Debtors, whichever occurs later (the latter event being referred to herein as the "**Insolvency Proceedings**"). Within five (5) business days of the termination of the Insolvency Proceedings, the Applicant shall file the Confidential Affidavit with the Court, failing which the Court Clerk shall be at liberty to do so.

### **FILING**

39. The Receiver shall establish and maintain a website in respect of these proceedings at <http://www.insolvencies.deloitte.ca> under the link entitled the Big Eagle Group/ and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically 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.

" J. STREKAF "

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Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "B"**  
**PREFERRED AND UNSECURED CREDITORS**

**The Big Eagle Group**  
**Preferred and Unsecured Creditors as at June 8, 2015**

**Preferred**

Abdelkader Jannah	Unknown
Adam Schuster	Unknown
Adam Spencer	Unknown
Adrianna Rochow	Unknown
Ahmad Taregh Javad Mohajer	Unknown
Akbar Hasani	Unknown
Alexander Munro	Unknown
Allan Page	Unknown
Allen Herriot	Unknown
Amanda Schiltz	Unknown
Andrea Voinescu	Unknown
Andrew Murphy	Unknown
Arlene Leaman	Unknown
Ashley Purchase	Unknown
Barry Powell	Unknown
Brad Martens	Unknown
Brad Rochow	Unknown
Brandon Taylor	Unknown
Brasanna Ravindran	Unknown
Brian Bertsch	Unknown
Brian Woolsey	Unknown
Brody Crowe	Unknown
Cameron Dyck	Unknown
Cameron Heitt	Unknown
Cameron Olson	Unknown
Carrington Lee	Unknown
Cary Biberdorf	Unknown
Cassandra Steinkey	Unknown
Chase Busse	Unknown
Chris Anderson	Unknown
Chris Daniel	Unknown
Christian Kiley	Unknown
Christine Woolsey	Unknown
Christopher Arsenault	Unknown
Christopher Martin	Unknown
Christopher Mozol	Unknown
Christopher Phillips	Unknown
Clayton Garratt	Unknown
Clayton Seal	Unknown
Clint Booth	Unknown
Corey Keel	Unknown
Corey Watton	Unknown
Curtis Galbraith	Unknown
Damen Grooms	Unknown
Damien Ferbey	Unknown
Dan Collins	Unknown

Daniel Campbell	Unknown
Daniel Harrison	Unknown
Danny Molina	Unknown
Dante Cavacciuti	Unknown
Darcy Cline	Unknown
David Bodtker	Unknown
David Gosling	Unknown
Dennis Giesbrecht	Unknown
Dianna Riggs	Unknown
Donald De Baie	Unknown
Donald Nystrom	Unknown
Doug Britton	Unknown
Doug Stevenson	Unknown
Douglas Frank	Unknown
Douglas Verge	Unknown
Dustin Grant	Unknown
Dwayne Pickett	Unknown
Dylan Barkley	Unknown
Dylan Urquhart	Unknown
Eduard Pirkovskiy	Unknown
Edward Dale	Unknown
Egbert-Andrew Alleyne	Unknown
Elmer Dorosh	Unknown
Evan Dzikowski	Unknown
Francine Nelson	Unknown
Garry Lonsdale	Unknown
Gerry Hill	Unknown
Glen Fuhsel	Unknown
Gordon Bradbury	Unknown
Greg Grzybowski	Unknown
Guiseppe Bagnato	Unknown
Harlyn Sletten	Unknown
Heath Clancey	Unknown
Hollie Trew	Unknown
Inez Wong	Unknown
Jack Gillespie	Unknown
Jakeb Goreham	Unknown
James Mitchell	Unknown
Janet Hackett	Unknown
Jarred Crowle	Unknown
Jason Currah	Unknown
Jason Hartel	Unknown
Jason Hawn	Unknown
Jason Leippi	Unknown
Jason Zacker	Unknown
Jeff Harlos	Unknown
Jeff Olderness	Unknown
Jeffery Campbell	Unknown
Jeffrey Peterson	Unknown
Jennifer Todd	Unknown
Jeremy Herman	Unknown
John Drew	Unknown

John Gillie	Unknown
John McIntyre	Unknown
John McLean	Unknown
Joseph Battley	Unknown
Jumankhan Hasani	Unknown
Kaitlin Wiens	Unknown
Karyn Adam	Unknown
Keith Dauncey	Unknown
Kerry Rompain	Unknown
Kevin Athay	Unknown
Kevin M. Sawatzky	Unknown
Kevin Richards	Unknown
Kevin Wilkinson	Unknown
Kristina Lonsdale	Unknown
Kyle Brown	Unknown
Kyle Willier-Piche	Unknown
Lance McCabe	Unknown
Larry Lehew	Unknown
Leanna Leibel	Unknown
Lee Kelsey	Unknown
Leonard Heckbert	Unknown
Liam Flannigan	Unknown
Lilly Enguillo	Unknown
Livain Doucet	Unknown
Lyndsey Schreiber	Unknown
Marcus Stephenson	Unknown
Marie-Anne Freimuth	Unknown
Mark Den Hollander	Unknown
Mark Dundas	Unknown
Martin Baker	Unknown
Martin Pelinka	Unknown
Matthew Bates	Unknown
Matthew Lambros	Unknown
Michael Hoban	Unknown
Michael Tilcox	Unknown
Michael Witzke	Unknown
Mike Hahn	Unknown
Mitu Ray	Unknown
Morley Myden	Unknown
Narciso Laborero	Unknown
Nigel Macdonald	Unknown
Pascal Foming	Unknown
Paul Blair	Unknown
Perry Schulmeister	Unknown
Peter Gilbert	Unknown
Peter Shephard	Unknown
Peter Wallis	Unknown
Philippe Clair	Unknown
Rachel Stones	Unknown
Randy More	Unknown
Raymond Bedard	Unknown
Richard Giroux	Unknown

Richard Hanson	Unknown
Richard Moedt	Unknown
Rick Dyck	Unknown
Rob Alderson	Unknown
Robert Blackmore	Unknown
Robert Dammann	Unknown
Robert Feltham	Unknown
Robert Potter	Unknown
Roy Boyce	Unknown
Roy Morrison	Unknown
Ryan Dickie	Unknown
Ryan Mercer	Unknown
Ryan Nast	Unknown
Ryder McKay	Unknown
Sandy Robichaud	Unknown
Scean Clandening	Unknown
Scot Stratmoen	Unknown
Shaun Erickson	Unknown
Shawn Belisle	Unknown
Shawn Hayes	Unknown
Shawn McCann	Unknown
Shawn Raymond	Unknown
Shayla Timinsky	Unknown
Stefan Cavacciuti	Unknown
Stephen Katulka	Unknown
Stephen Rettie	Unknown
Steven Bining	Unknown
Steven Irving	Unknown
Tanya Hanson	Unknown
Terrence Peever	Unknown
Terry Dyck	Unknown
Thomas Claxton	Unknown
Tia Honecker	Unknown
Tom Parenteau	Unknown
Tracy Sandau	Unknown
Travis Hildebrandt	Unknown
Trevor Iron	Unknown
Trudy Gillam	Unknown
Tyrel Hunt	Unknown
Victor Ulbricht	Unknown
Wayne Garrett	Unknown
Wayne Switlyk	Unknown
Wei Du	Unknown
Wendy Hamaluk	Unknown
William Wlodarczyk	Unknown
Wyatt Bishop	Unknown
Wynne Genovy	Unknown
Zorana Mitranic	Unknown
Zygment Zwaryczuk	Unknown
Total Preferred Creditors:	Unknown

**The Big Eagle Group**  
**Preferred and Unsecured Creditors as at June 8, 2015**

**Unsecured**

101173258 Saskatchewan Ltd.	\$ 3,877.50
1021311 Alberta Inc.	8,633.30
1178387 Alberta Ltd.	21,948.19
1235286 Alberta Ltd. (Foxwood)	147.15
1428408 AB Ltd. O/A United Technologies Voice	2,441.93
1492559 Alberta Inc.	385.00
1511789 Alberta Ltd.	4,813.20
652395 Alta Ltd.	2,352.55
794454 Alberta Ltd.	525.00
932503 Alberta Ltd.	1,338.75
A.O.R. Alberta Oilfield Rentals	8,121.75
A-1 Supply	10,159.96
Abdelkader Jannah	1.00
Accutech Rentals Ltd	787.50
ACI - Acoustical Consultants Inc.	6,666.26
Action Towing & Recovery	1,110.38
Adam Schuster	1.00
Adam Spencer	1.00
Adrianna Rochow	1.00
Advantage Electric Ltd.	552.13
Advantage Property Management, Inc.	5,500.00
AEGIS Autoglass	7,114.25
Ahmad Taregh Javad Mohajer	1.00
Air Liquide Nitrogen	372,562.57
Akbar Hasani	1.00
Akrivis Machine Inc.	336.00
Alberta Lock Solid	4,427.00
Alexander Munro	1.00
All Metal Manufacturing Services Ltd.	10,741.51
Allan Page	43.68
Allan Page	1.00
Allen Herriot	1.00
Alsco Canada Corporation	740.29
AltaGas Utilities Inc.	4,496.83
Amanda Schiltz	1.00
Amazon Springs Water Co. Ltd.	574.00
Andrea Voinescu	1.00
Andrew Murphy	1.00
Aquatera Utilities Inc.	3,966.11
Arlene Leaman	1.00
Armada Inn	365.20
Arrow Technology Group	945.00
ASAP Heating & Well Servicing	35,928.25
Ashley Purchase	1.00
Atco Structures & Logistics Ltd.	1,428.00
Audits & Safety Services Ltd.	787.50

Aurora Transport Ltd.	5,176.50
B & A Petroleum Ltd.	1,613.34
Barry Powell	1.00
Bateman Tire Sales & Rentals	591.15
BDO Canada LLP	1,811.26
Beacon Oilfield Services Ltd.	493.50
Bell	466.82
Bell Mobility Inc.	44,114.91
Bennett Financial Inc.	19,222.67
Best Western Cold Lake Inn	16,923.55
Best Western Inn	399.57
Best Western Plus Camrose Resort Casino	64,765.75
Best Western Plus Sun Country	3,199.56
Best Western Red Deer	935.00
Best Western Rocky Mountain House	318.74
Blackfeather Controls Inc.	11,111.07
Blake, Cassels & Graydon LLP	88,978.69
B-Line Driver Training	2,128.75
Blueforce Logistics Ltd.	24,691.91
Bluewave Energy	679.46
BNL Fluid Services Ltd.	3,454.50
Bob's Portables Ltd.	866.25
Borden Ladner Gervais LLP	4,339.00
Brad Martens	1.00
Brad Rochow	1.00
BrandAlliance	3,347.09
Brandon Taylor	1.00
Brasanna Ravindran	1.00
Brian Bertsch	1.00
Brian Bertsch	801.80
Brian Woolsey	1.00
Brian's Signs Ltd.	10,237.50
Brody Crowe	1.00
Brogan Safety Supplies	802.03
Brooks Inn Ltd	661.21
Bulldog Protective Coatings	4,583.25
Calahoo Meats Ltd.	25,072.69
Cal-Gas Inc.	10,500.00
Cameron Dyck	1.00
Cameron Heitt	1.00
Cameron Olson	1.00
Camrose Booster	21,636.30
Camrose Registry Ltd.	15,014.70
Canadian Freightways	396.21
Canadian Linen & Uniform Service	2,622.20
Canadian Linen & Uniform Service	1,123.07
Canalta Hotel Weyburn	427.14
Canalta Real Estate Services Ltd	163.90
Canalta Real Estate Services Ltd	570.30
CanQual Inc.	2,887.50
Canwest Propane Partnership	109,996.97
Capilano Transport and Safety Training Ltd.	250.00

Carrington Lee	1.00
Cary Biberdorf	1.00
Cassandra Steinkey	1.00
CCI Solutions	9,892.37
CCI Wireless	524.00
Celtic Pride Manufacturing Ltd.	1,383.90
Century Vallen	17,942.96
Certified Laboratories	3,206.29
CFR Chemicals Inc.	23,671.16
Challenger Fleet Management Services Ltd.	40,066.97
Champion Technologies ULC	10,011.47
Chase Busse	1.00
Chris Anderson	1.00
Chris Baker Plumbing Inc.	677.25
Chris Daniel	1.00
Christian Kiley	1.00
Christine Woolsey	1.00
Christopher Arsenaault	1.00
Christopher Jarbeau	2,987.41
Christopher Martin	1.00
Christopher Mozol	1.00
Christopher Phillips	1.00
Cintas Location #851	2,071.90
Circle 6 Motel	7,325.10
City of Medicine Hat	14,717.90
City of Swift Current	2,460.85
City of Weyburn	334.51
Clayton Garratt	1.00
Clayton Seal	1.00
Clean Harbors Lodging Services	5,827.50
Clint Booth	1.00
CNRL c/o Compass Group Canada	3,686.55
CNRL Horizon Project	1,911.00
Coffee Gal	709.92
Coil Solutions Inc.	53,901.18
Comfort Inn Brandon MB	4,722.85
Commercial Solutions Inc.	2,215.46
Commonwealth Fire Extinguisher	472.13
Computershare	1,088.57
Connections Career & Safety Services Ltd.	150.00
Cooling Systems Services	9,577.05
Corey Keel	1.00
Corey Watton	1.00
CryoCanada Inc.	44,687.22
Curtis Galbraith	1.00
D & M Plastics Inc.	4,391.20
D. Manchak Welding & Consulting Ltd.	1,837.50
Damen Grooms	1.00
Damien Ferbey	1.00
Dan Collins	1.00
Daniel Campbell	1.00
Daniel Harrison	1.00

Danny Molina	1.00
Dante Cavacciuti	1.00
Darcy Cline	1.00
David Bodtker	1.00
David Gosling	1.00
Days Inn Bonnyville	141.69
Days Inn Regina	566.52
Days Inn Swift Current	1,963.89
DDR Propane & Equipment Rental	5,095.70
Dennis Giesbrecht	1.00
Derksen Construction Ltd.	27,287.53
Dewalt Windshield Repair	3,019.03
Diamond International Trucks	2,774.03
Diamond Steel & Recycle Ltd.	2,496.35
Dianna Riggs	1.00
Direct Energy Regulated Services	1,543.15
Dirtbusters	13,230.00
DLA Piper (Canada) LLP	3,857.13
Don Cinnamon Welding	1,390.55
Donald De Baie	1.00
Donald Nystrom	1.00
Doug Britton	1.00
Doug Stevenson	1.00
Douglas Frank	1.00
Douglas Verge	1.00
DT'S Maintenance Repair & Overhaul Ltd.	16,913.62
Dustin Grant	1.00
Dustin Grant	3,678.65
Dwayne Pickett	1.00
Dylan Barkley	1.00
Dylan Urquhart	1.00
Dynamic Heavy Haul Ltd.	5,376.00
Dynamic Industrial Solutions	1,245.95
ECS Safety Services Ltd.	38,876.35
Edmonton Hotel & Convention Centre	2,766.42
Edmonton Regional Airports Authority	1,045.73
Eduard Pirkovskiy	1.00
Edward Dale	1.00
Egbert-Andrew Alleyne	1.00
Elmer Dorosh	1.00
Emerson Clarke Printing Corporation	2,510.55
Enmax	4,887.13
Entrec Corporation	5,664.75
EnviroShred Inc.	183.65
Envirotec Services Inc.	346.50
Epcor	2,288.22
Esso Cardlock	3,561.50
Esther's Inn	1,880.25
Evan Dzikowski	1.00
Expert Mobile Communications	136.50
Fabmaster Ltd	422.90
Fabro Enterprises Limited	8,732.16

Fast Track Autocare Ltd.	728.88
Fastenal Canada RD	14,631.71
Fireball Express Courier	85.07
Flamingo Hotel	1,021.62
Foremost Universal LP	11,194.98
Fort Garry Industries Ltd.	16,922.59
Fort McMurray Industrial Cleaners Ltd.	3,229.32
Fort Nelson	15,275.26
Four Winds Centre Grocery	1,646.82
Foxwood Inn	3,948.91
Francine Nelson	1.00
Garry Lonsdale	1.00
Gerry Hill	1.00
GFI Systems Inc.	50,111.25
GFL Environmental Inc.	1,846.43
GFL Environmental Solid Waste Inc.	87.41
Glen Fuhsel	1.00
Global Training Centre	94,926.06
Gordon Bradbury	1.00
Government of Alberta	2,630.80
Government of Alberta	120.00
Grande Prairie Chrysler Jeep Dodge	7,757.49
Grande Prairie Stanford Hotel	13,265.07
Great Plains College	390.00
Greater Vision	572.25
Greg Grzybowski	1.00
Greyhound Courier Express	1,171.71
Greystone Property Management Corp.	32,581.56
Guiseppe Bagnato	1.00
H.W. Metals & Salvage Ltd	336.00
Harlyn Sletten	1.00
Heath Clancey	1.00
Heritage Inn - Pincher Creek	15,634.60
Hertz Equipment Rental	4,773.95
High Arctic Energy Services Inc	50,253.85
High Level Motor Products Inc	571.83
Hillman Holdings Inc.	26,080.09
Hitek Urethane Ltd.	409.50
Hi-Way 13 Transport Ltd.	584.65
Hollie Trew	1.00
Horizon Services	1,575.00
Hot Tank Water Supply Ltd.	218.40
Hotel Marada	463.25
Houlihan Lokey Capital Inc.	71,457.26
HSE Integrated Ltd.	13,893.60
Husky Oil Marketing Company	80,379.18
Hydra Chem	3,412.50
Hy-Standard Door & Structure	1,241.96
Impact Oilfield Services Ltd.	5,497.18
Impact Safety Solutions Ltd.	1,239.00
Inez Wong	1.00
Iron Mountain Canada Corporation	614.25

Irwin's Safety & Industrial Labour Services Ltd.	638.40
ITEL Networks Inc	4,288.63
Jack Gillespie	1.00
Jakeb Goreham	1.00
James Mitchell	1.00
Jamie Davis MOtor Truck & Auto Ltd.	7,051.28
Janet Hackett	1.00
Jarred Crowle	1.00
Jarred Crowle	536.64
Jason Currah	1.00
Jason Hartel	1.00
Jason Hawn	1.00
Jason Leippi	1.00
Jason Zacker	1.00
JDK Contracting Ltd.	2,625.00
Jeff Harlos	1.00
Jeff Olderness	1.00
Jeffery Campbell	1.00
Jeffrey Peterson	1.00
Jennifer Todd	1.00
Jeremy Herman	1.00
John Drew	1.00
John Gillie	1.00
John McIntyre	1.00
John McLean	1.00
Joseph Battley	1.00
Jumankhan Hasani	1.00
K Mosure & Sons	5,072.25
K Motel	8,133.37
K.G. Enterprises Ltd. Oilfield Services	59,866.70
Kaitlin Wiens	1.00
Kal Tire	39,076.95
Karyn Adam	1.00
Kaymor Machining & Welding	1,089.52
Keith Dauncey	1.00
Kerry Rompain	1.00
Kevin Athay	1.00
Kevin M. Sawatzky	1.00
Kevin Richards	1.00
Kevin Wilkinson	1.00
Kirks Mid-Way Tire Ltd. Redcliff	17,151.45
Kit Business Equipment Ltd.	195.85
Knight Dodge Chrysler Jeep	1,368.40
Kristina Lonsdale	1.00
KRI-TECH Products Ltd.	6,888.00
Kyle Brown	1.00
Kyle Willier-Piche	1.00
La Crete Transport (79) Ltd	400.19
Lance McCabe	1.00
Lang Locks & Safes	1,173.74
Larry Lehew	1.00
Lawrence's Welding (1987) Ltd	17,328.53

Lawson Lundell	42,584.09
Leanna Leibel	1.00
Learn Rite Courses Inc.	330.00
Leduc Overhead Door Inc.	422.63
Leduc Safety Services Ltd.	992.25
Lee Kelsey	1.00
Lenovo (Canada) Inc.	1,926.84
Len's Plumbing & Heating	4,703.16
Leonard Heckbert	1.00
Liam Flannigan	1.00
Lilly Enguillo	1.00
Linde Canada - C3199	113.43
Linde Canada Limited	74.50
Little Dipper Holdings	908.25
Livain Doucet	1.00
LMT Enterprises Ltd.	2,890.66
Lonestar Energy Services	25,727.12
Lory Oilfield Rentals Inc.	530.70
Lyndsey Schreiber	1.00
Mackenzie County	5,486.34
MacMor Industries Ltd.	2,915.00
Manitoulin Transport	1,363.31
Marcus Stephenson	1.00
Marie-Anne Freimuth	1.00
Maritime Pressure Works Ltd.	17,361.85
Mark Den Hollander	1.00
Mark Dundas	1.00
Martin Baker	1.00
Martin Pelinka	1.00
Matthew Bates	1.00
Matthew Lambros	1.00
Max Fuel Distributors	16,878.73
McGyvors Machine Services Ltd.	434.81
Michael Hoban	1.00
Michael Tilcox	1.00
Michael Witzke	1.00
Midwest Communications	1,891.35
Midwest Pipelines Inc.	116,314.32
Mike Hahn	1.00
Mitu Ray	1.00
Morley Myden	1.00
Morneau Shepell Ltd.	3,394.23
Mountain Fresh Canada Ltd.	120.75
MRC Canada	8,759.77
MSR Hotels Ltd.	324.04
Nalco Canada ULC #T57047C	1,245.30
Napa Traction Edson	705.31
Narciso Laborero	1.00
Newalta Corporation	1,618.05
Nigel Macdonald	1.00
Nodge Manufacturing (88) Ltd.	9,719.73
Noralta Inn West Ltd	1,365.00

Noralta Lodge	813.75
Noralta Motor Inn Inc.	2,009.73
Norpine Auto Supply (96) Ltd.	35,360.56
Norsemen Inn	435.60
North Face Mechanical Ltd.	2,206.05
Northern Express Busline Ltd.	4,410.00
Northern Property Real Estate	43,260.00
Northern Rockies Regional Municipality	15,275.26
Northern Services (High Level) 1978 Ltd.	3,843.06
Northwest Machine & Welding (1994) Ltd.	2,684.09
NOV Wilson	2,055.68
NWT Safety Supplies	21,661.29
Oil City Electric Ltd.	4,180.51
Oil Country Towing	839.48
On Track Kuntz & Company Inc.	11,667.84
Overhead Door Co. of Grande Prairie	3,589.95
Pascal Foming	1.00
Pat's Off-Road Transport Ltd.	1,980.60
Paul Blair	1.00
Peace of Mind Cleaning Ltd.	3,018.75
Perry Schulmeister	1.00
Peter Gilbert	1.00
Peter Shephard	1.00
Peter Wallis	1.00
Petro Canada Super Pass	59,777.00
Petrofield Industries Inc.	9,281.61
Philippe Clair	1.00
Phoenix Treatment Systems Ltd.	6,930.00
Pitney Bowes	563.68
Pitney Works	2,695.11
Pomeroy Inn & Suites - FSJ	1,284.93
Pomeroy Lodging LP	1,181.02
Poor Boys Car Wash	5,279.59
Prairie Disposal Ltd.	904.60
Prairie North Construction Ltd.	672.00
Praxair Distribution	2,660.67
PriceWaterhouseCoopers Inc.	87,783.19
Progressive Waste Solutions Canada Inc.	2,295.54
Progressive Waste Solutions Canada, Inc.	1,522.82
Proskauer Rose LLP	2,500.00
Purolator Inc.	4,946.21
Pyramid Corporation	1,216.92
Pyramid Property Management	1,000.00
Quality Hotel & Conference Centre	8,661.24
Quality Tubing Canada	19,430.25
Quinn's Energy Services	5,335.00
R & R Elliott Holdings Ltd.	2,205.00
R.M. of Gull Lake	2,123.84
Rachel Stones	1.00
Radar Hotshots of Zama	9,549.75
Ramada Limited	2,620.07
Ramada Plaza Calgary Airport Hotel & Conference Ce	579.28

Randy More	1.00
Raymond Bedard	1.00
Realization Services Inc.	50,000.00
Red - L Distributors Ltd.	11,945.67
Redhead Equipment Ltd.	824.95
Redi Enterprises Society	101.28
Regens Disposal Ltd.	258.30
Regional Municipality of Wood Buffalo	2,079.00
Reliance Industrial Products Ltd.	9,134.46
Richard Giroux	1.00
Richard Hanson	1.00
Richard Moedt	1.00
Richard Walliser	2,000.00
Rick Dyck	1.00
Rick Hanson	281.20
Rip N Shred Inc	1,073.31
Risley Hydraulic Services Ltd.	6,371.87
Riverside Electric Ltd.	3,484.10
Rodata Services Ltd.	36.75
Rob Alderson	1.00
Robert Blackmore	1.00
Robert Dammann	1.00
Robert Feltham	1.00
Robert Potter	1.00
Rocky 8 Motel Ltd	170.62
Rogers Wireless	895.08
Ronco Oilfield Hauling Ltd.	1,701.00
Rowe's Construction	3,176.72
Roy Boyce	1.00
Roy Morrison	1.00
RR Donnelley	7,168.35
Ryan Dickie	1.00
Ryan Mercer	1.00
Ryan Nast	1.00
Ryder McKay	1.00
Safety Boss Inc.	35,252.64
Sandy Robichaud	1.00
SaskEnergy	1,500.47
SaskPower	2,033.09
SaskTel	876.78
Scean Clandening	1.00
Scot Stratmoen	1.00
Select Communications Inc.	7,046.54
Seven T Bar Ranch Ltd.	14,490.00
SGL Auto Fund	3,816.04
Shaun Erickson	1.00
Shaw Cable	417.50
Shaw Direct	384.04
Shawn Belisle	1.00
Shawn Hayes	1.00
Shawn McCann	1.00
Shawn Raymond	1.00

Shayla Timinsky	1.00
Shield Power Corporation Ltd.	5,250.00
Snap-on Tools	2,085.51
Solv-X Inc.	547.20
Southern Industrial & Truck Ltd.	6,917.74
Spring Fresh mat & Linen Rentals Ltd.	1,181.65
Stahl Peterbilt Inc.	5,911.50
Star Choice Coffee Services Ltd.	295.57
Stefan Cavacciuti	1.00
Stephen Katulka	1.00
Stephen Rettie	1.00
Steven Bining	1.00
Steven Irving	1.00
Sunburst Graphics Ltd.	4,247.11
Super 8 Brandon	1,787.11
Super 8 Fort Nelson	683.60
Super 8 Motel Dawson Creek	3,805.85
Super 8 Swift Current	1,531.80
Superior Propane	4,219.74
Supreme Basics	2,603.79
Sureway International Inc.	826.43
Swift Sanitary Service	798.00
Swinton Building Services Ltd.	4,725.00
T & M Plumbing and Heating Ltd	680.05
Tanya Hanson	1.00
Tarpon Energy Services Ltd.	1,210.95
Telsco Security Systems Inc.	189.00
Telus Communications Inc.	3,868.12
TENAQUIP Industrial Distribution	692.80
Terra Fedoruk	2,200.00
Terra Nova Enviro Transport Ltd.	220.50
Terrence Peever	1.00
Terry Dyck	1.00
Tervita Corporation	25.20
The City of Edmonton	20.00
The Data Group of Companies	2,548.41
Thomas Claxton	1.00
Tia Honecker	1.00
Tom Parenteau	1.00
Town of Beaumont	155.55
Town of Carnduff	16.70
Town of High Level	7,128.21
Town of Lampman	137.15
Town of Rainbow Lake	1,331.98
Town of Redcliff	2,884.20
Town of Shaunavon	257.40
Tracy Sandau	1.00
Travelodge Hotel Saskatoon	181.28
Travelodge Strathmore	1,367.86
Travis Hildebrandt	1.00
Trevor Iron	1.00
Tristar Contracting Ltd.	15,800.39

Triways Disposal Services 2009 Ltd.	257.92
Trudy Gillam	1.00
True North Ford Ltd	2,191.97
Tyrel Hunt	1.00
Ultra-line	1,526.44
UniFirst Canada Ltd.	3,774.75
United Farmers of Alberta	3,610.36
United Rentals of Canada Inc.	2,242.46
Van Houtte Coffee Services Inc.	1,109.12
Vector Communications Ltd.	2,620.28
Victor Ulbricht	1.00
Victory Pressure Services	3,871.88
W2 Technology Group Inc.	380.63
Ward's Hydraulic Services	4,126.91
Waste Management of Canada Corporation	889.57
Water Blast Manufacturing LP.	9,026.74
Waterflood Service & Sales Ltd.	34,768.14
Wayne Garrett	1.00
Wayne Switlyk	1.00
Wei Du	1.00
Wendy Hamaluk	1.00
West Penetone Inc.	5,589.14
Western Budget - Bonnyville	1,470.72
Western Budget Leduc #2	8,595.74
Western Budget Leduc #3	3,026.18
Western Star All Suites Hotel	2,441.84
Western Star Trucks (North) Ltd.	26,501.97
Wild Rose Co-op	307.62
William Wlodarczyk	1.00
Wilson Laycraft	1,433.25
Wil-Tech Industries	1,876.30
Winacott Group	1,965.67
Windsor Motors (1975) Ltd.	3,666.63
Work Comp. Tech Ltd.	27,465.61
Wyatt Bishop	1.00
Wynne Genovy	1.00
Wynne Genovy	52.19
WYR Hotels Ltd	2,708.65
Yvonne Ady	14,400.00
Zee Medical Canada Corporation	992.06
Zee Medical Services	44.83
Zep Sales & Service of Canada	575.51
Zorana Mitranic	1.00
Zygment Zwaryczuk	1.00
<b>Total unsecured creditors:</b>	<b><u>\$ 3,295,149.49</u></b>