

District of: Alberta
Division No. 02
Court No. 1701 - 03799
Estate No.

FORM 87
NOTICE AND STATEMENT OF THE RECEIVER
(Subsections 245(1) and 246(1) of the Act)

In the Matter of the Receivership of Gabriel Construction (Alberta) Ltd.
of the Town of Cremona
in the Province of Alberta

The receiver gives notice and declares that:

1. On the 21st day of March, 2017, Deloitte Restructuring Inc. (“Deloitte”), was appointed by Order of the Court of Queen’s Bench of Alberta (the “Receivership Order”) as the receiver and manager (the “Receiver”) of the property of Gabriel Construction (Alberta) Ltd. (the “Company”) including, without limitation, of all of Company’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (the “Property”), as described below:

<u>Description</u>	<u>Book Value (*)</u>
Accounts Receivable	\$ 824,804
Future Income Tax Recoverable	684,476
Prepaid Expenses	12,537
Investments	2,078,263
Land, Building and Equipment	1,366,279
Total	<u>\$ 4,966,359</u>

(*) – Net book values of the Property are based on preliminary financial information prepared by the Company. Deloitte has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information, and accordingly, expresses no opinion or other form of assurance on the information contained herein.

2. As noted above, Deloitte became the Receiver by virtue of Receivership Order, a copy of which is attached to this Notice as **Schedule “A”**.
3. The Receiver took possession and control of the Property described above on the 21st day of March, 2017.
4. The following information relates to the receivership:
 - (a) Mailing Address: PO Box 450
Cremona, Alberta T0M 0R0
 - (b) Principal line of business: Construction
 - (c) Amount owed to each creditor who holds security on the Property described above:

<u>Creditor</u>	<u>Book Value (**)</u>
Wells Fargo	\$ 627,733
Royal Bank of Canada	515,820
Coast Capital Equipment Finance Ltd.	77,210
Lexus	52,232
Ford Credit Canada Ltd.	19,888
Roynat Inc.	8,028
Tricor Lease and Finance Corp.	7,584
RCAP	1,034
National Leasing Group Inc.	Unknown
Ally Credit Canada Ltd.	Unknown
GE Canada Equipment Financing	Unknown
Toyota Credit Canada Inc.	Unknown
Total Secured Creditors	\$ Unknown

(**) – All known liability amounts are based on information provided by the Company as at March 21, 2017.

- (d) A list of unsecured creditors based on the Company's books and records is attached to this Notice as **Schedule "B"**.
- (e) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is to secure and manage the Property of the Company and proceed to realize on the Property. The Receiver is in the process of reviewing the construction contracts currently held by the Company to determine next steps.
- (f) Contact person for the Receiver:

Ms. Dana Gaspar
 Deloitte Restructuring Inc.
 10180 - 101 St. NW, Edmonton, AB T5J 0W2
 Phone: 403-267-0660
 Email: dgaspar@deloitte.ca

* * *

Dated at the City of Calgary in the Province of Alberta, this 31st day of March, 2017.

DELOITTE RESTRUCTURING INC.

In its capacity as the Court-appointed Receiver and Manager
 of Gabriel Construction (Alberta) Ltd.
 and not in its personal or corporate capacity



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

700 Bankers Court, 850 - 2nd Street SW
 Calgary AB T2P 0R8
 Phone: (403) 267-0501 Fax: (403) 718-3681

SCHEDULE "A"

RECEIVERSHIP ORDER

COURT FILE NUMBER 1701- 03799
COURT COURT OF QUEEN'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL CENTRE Calgary
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS GABRIEL CONSTRUCTION LTD.,
GABRIEL CONSTRUCTION (ALBERTA)
LTD. and SASKALTA ENVIRONMENTAL
SOLUTIONS INC.
DOCUMENT CONSENT RECEIVERSHIP ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Robyn Gurofsky
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232-9774
Facsimile: (403) 266-1395
Email: RGurofsky@blg.com
File No. 404600-000679

I hereby certify this to be a true copy of the original.
Dated this 21 day of March 2017
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: March 21, 2017

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C. Jones

UPON the application of the Royal Bank of Canada (the “**Applicant**”) in respect of Gabriel Construction Ltd., Gabriel Construction (Alberta) Ltd. and Saskalta Environmental Solutions Inc. (collectively, the “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Josh Coonan, filed March 15 2017; **AND UPON** reading the consent of Deloitte Restructuring Inc. (“**Deloitte**”) to act as receiver and receiver and manager of the Debtor, filed; **AND UPON** noting the consent endorsed hereon of counsel to the Debtor; **AND UPON** hearing counsel for the Applicant and any other counsel in attendance at the Application;

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 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“**BIA**”), and sections 13(2) of the *Judicature Act*, R.S.A. 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 Deloitte is hereby appointed receiver and manager (the “**Receiver**”), without security, of all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property and the Receiver shall be entitled to disclaim, abandon, divest or renounce the Debtor’s interest in any of 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 Debtor, 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 Debtor;
- (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;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (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, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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, 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; 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, and this Order shall be registered by the Registrar of Land Titles notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c L-7, and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived;
- (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;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to make an application to this Court upon notice as required pursuant to the BIA to assign the Debtor into bankruptcy or obtain a bankruptcy order against the Debtor, where the Court is of the opinion on the making of such application that it is proper and in the best interests of the estate to grant such an order; and
- (t) 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (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 dependant 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, 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.

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 OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor 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 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 Debtor or an action, suit or proceeding that is taken in respect of the Debtor 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

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, 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 this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

10. 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 Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

12. 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

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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. 2005, c.47 ("WEPPA").
14. 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (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

- 16. 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

- 17. 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) of the BIA.
- 18. The Receiver and its legal counsel shall pass their accounts from time to time.
- 19. 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

20. 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 \$100,000 (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) of the BIA.
21. 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.
22. 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.
23. 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

24. 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

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. 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.
27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
28. 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.
29. 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.
30. The Plaintiff shall have its costs of this motion, 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 to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. 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.

SURETY POWERS

32. In the event the Receiver elects not to complete a project (the “**Project**”) in which Echelon Insurance Company (the “**Surety**”) has issued bonds (the “**Bonded Contracts**”), which election shall occur on the earlier of 30 days or such time as the Receiver reasonably requires to make such determination, acting reasonably to protect and preserve such Project, the following shall apply:

- (a) Nothing in this Order shall be construed or deemed to affect or interfere with the right and ability of the Surety to attend on or investigate the Project or Projects as the case may be and Bonded Contracts, including without limitation, obtaining copies of documents and information from all or any of the Defendants, the Receiver or from any obligee or claimant as those terms are defined in the bonds, in regard to the Projects and Bonded Contracts, which documents and information shall include but not be limited to contracts, subcontracts, purchase orders, plans and specifications related to the Projects or the Bonded Contracts.
- (b) The stay and suspension of rights and remedies against all or any one of the Defendants, the Receiver or affecting the Property imposed by any provision of this Order (other than in respect of the Surety taking any action to signify, collect or otherwise attorn accounts owing by any obligee to the Debtor under a Project or Bonded Contract, which action shall remain subject to the stay), does not apply to the Surety and to the owners of the Projects to the extent such rights or remedies arise from bonds granted by the Surety in relation to Projects or from the Bonded Contracts provided that nothing herein shall be considered to affect or alter the ownership or priority of any person to funds in relation to any Projects or Bonded Contracts or any contracts in relation thereto, or entitle the Surety to use any funds arising from or relating to the Projects or Bonded Contracts or any

contracts in relation thereto otherwise due and owing to all or any of the Defendants to complete work in respect of the Projects or Bonded Contracts or otherwise without prior notice to and consent of the Receiver or further Order of this Honourable Court on application made with notice to the Receiver as provided for herein. The Surety shall, at the request of the Receiver, provide periodic updates as to the status of a Project or Bonded Contract and, in any event, the Surety shall provide a final accounting to the Receiver within thirty (30) days following the completion of each Project.

- (c) The Receiver shall provide notice to and account to the Surety for any monies or accounts received or collected by the Receiver in respect of a Bonded Contract and shall deposit any such monies or accounts received into a separate interest bearing account and shall not apply or use the funds in any way without prior notice to and consent of the Surety or further order of the Court.
- (d) Nothing in this Order shall be construed as a requirement on the Applicant to fund completion of the Projects or Bonded Contracts and the Applicant may exercise its sole discretion to advance funds for such purpose pursuant to the terms of this Order and paragraphs 20 to 23 hereof.
- (e) This Order makes no determination of any set-off rights with respect to the Projects or Bonded Contracts.

FILING

33. The Receiver shall establish and maintain a website in respect of these proceedings at <http://www.insolvencies.deloitte.ca> 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.

" C. M. Jones "

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO THIS 21st DAY OF MARCH, 2017

FIELD LLP AS COUNSEL FOR THE DEBTOR



Doug Nishimura

SCHEDULE "B"

UNSECURED CREDITORS

Schedule B
Unsecured Creditors

3D Pipe Bursting	\$	734
Acklands Grainger Inc.		583
Air Liquide Canada Inc.		133
Airdrie Tractorland		1,763
Alberta Roadbuilders & Heavy Construction		2,415
Atco Electric		509
Balzer's Canada Inc.		43,059
Border Paving Ltd.		9,168
Brock White Canada		20,884
Can Pak Environmental Inc.		181
Canwest Propane (Hinton)		11,215
Equus		1,400
Cat The Rental Store		3,081
CIBC		54
Connect Fall Protection Ltd.		989
Cougar Concrete Pumping		4,637
Cremona Veterinary Clinic		762
Dandy Oil Products Ltd.		7,056
Direct Energy Regulated Services		681
Westview Co-Operative Assn Ltd.		637
Engineered Containment Inc		6,346
Emco Corporation		57,927
Epcor		586
Finning (Canada)		795
Good Plumbing & Heating		1,163
Government Of Alberta		115
Gowling Lafleur Henderson		6,551
Gregg Distributors Co. Ltd.		7,404
Greyhound Courier Express		202
Greystone Residential Contracting		1,703
Harris Steel Services Ltd.		34,835
Hedgehog Enterprises Ltd.		2,189
Hertz Equipment Rentals		10,398
Home Hardware Building Supplies		11,241
Hy-Line Crane & Picker Service		2,168
Iron Mountain Diesel		79
1190585 Alberta Ltd		672
Jackson Of All Trades		254
Jasper Electric (2008) Ltd		18,337
Jody Cameron		1,089
Gary Jonas Computing		172
Jlsr Enterprises Ltd		1,785
Kamloops Augering & Boring Ltd.		1,678
Kantrax Paving & Excavating		8,075
Kitchton Contracting Ltd.		40,021

Unsecured Creditors	Amount
Koch Fuel Products Inc	2,643
Konica Minolta Business Solutions	1,575
Jiffy Lube	2,023
McLeod Law	1,899
Methot Rebar Ltd.	4,725
Morgan Construction And	19,957
Mountainview Propane Co-Op	3,626
Northern Metallic Sales	519
Overhead Door Co Of Edmonton	1,257
Park Brick & Block Ltd.	5,349
Partco Truck Parts & Service	11,138
Patkar	236
Petro-Canada	1,546
Primus Canada	46
Purolator Inc.	1,401
Royal Bank Visa	57,453
Rentco Equipment Ltd.	8,848
Riley's Reproductions & Printing	975
Rogers Insurance Ltd.	92,214
Ryan's Concrete Pumping	4,196
Schendel Mechanical Contracting Ltd	40,378
Shaw Direct	20
Stene Bros. Oilfield Hauling Inc	1,418
Sunbelt Rentals Inc.	472
Telus Communications Inc.	151
Telus Mobility	5,042
Town Of Hinton	2,568
Trevor Sebastian	3,532
Tri-Kon Precast Concrete Products	9,269
Unicon Concrete Specialties Ltd.	8,800
Village Of Cremona	24
Warren Benson Amantea LLP	649
West Ridge Sand & Gravel Ltd.	70,054
Western Municipal Contracting Ltd.	7,155
Wsp Canada Inc.	6,160
Xplornet Communications Inc.	118
Total Unsecured Creditors	\$ 703,161