

COURT FILE NUMBER 1903 12504
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF(S) MAYNBRIDGE CAPITAL INC.
DEFENDANT(S) VOICE CONSTRUCTION OPCO ULC, VOICE
MANAGEMENT LTD., VOICE
CONSTRUCTION LTD., EARTH & ENERGY
CONSTRUCTION LTD., VOICE HOLDINGS
LTD., and 2012442 ALBERTA LTD.



DOCUMENT **APPLICATION BY ALVAREZ & MARSAL
CANADA INC., COURT APPOINTED
RECEIVER**
ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866
Lawyer's Name: Rick T.G. Reeson, QC
Stephanie A. Wanke
rreeson@millerthomson.com /
swanke@millerthomson.com
Email: swanke@millerthomson.com
File No.: 182818.4

NOTICE TO RESPONDENT(S):

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

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

Date: Tuesday, August 13, 2019
Time: **10:00 a.m.**
Where: Law Courts Building, Edmonton
Before Whom: **The Honourable Justice J.H. Goss**

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

Remedy claimed or sought:

1. An Order, substantially in the form provided in Schedule "A", among other things:

- (a) abridging the time for service of notice of this Application to the time actually given, if necessary, and an Order deeming service upon the parties served as good and sufficient service;
 - (b) approving sale and vesting title of the certain assets (the "**Assets**") described in the First Report of the Receiver dated August 5, 2019 (the "**First Report**") and the Confidential Appendices 1 and 2 to the First Report (collectively, the "**Confidential Appendices**").
 - (c) authorizing the Receiver to discharge all registered encumbrances of the Assets in order to transfer the Assets free and clear;
 - (d) approving the interim distribution to Mercedes-Benz Financial Services ("**Mercedes**") for certain security interest held with respect to the Assets.
2. An Order, substantially in the form provided in Schedule "**B**":
- (a) approving the activities of the Receiver as described in the First Report;
 - (b) amending the Receivership Order permitting the Receiver to sell, convey, transfer, lease or assign property of the Debtor out of the ordinary course of business without the approval of this Honourable Court in respect of any single transaction not exceeding \$2,500,000, provided that the aggregate consideration for all such transaction does not exceed \$10,000,000;
 - (c) amending the Receivership Order clarifying the Receiver's reduction of liability upon realization of the Property and distribution to creditors;
 - (d) prescribing a process of service for this Action; and
 - (e) declaring the Division 4 of Part 6 of the *Rules of Court* does not apply to this Application, and the Confidential Appendices be temporarily sealed until the proposed sale of outlined in the First Report is closed in accordance with its terms or until further Order of the Court;
 - (f) alternatively, a direction that the Confidential Appendices do not have to be filed with the Clerk of the Court unless and until the Receiver has concluded its sale process of the Corporations' Property in accordance with its terms or until further Order of the Court; or
 - (g) Alternatively, a temporary Restricted Court Access Order pursuant Rule 6.28 of Alberta *Rules of Court* sealing the Confidential Appendices until the Receiver concludes its sale of the Corporations' Property or until further Order of the Court.
3. Such further and other relief as the Receiver may advise.

Grounds for making this application:

Approval Sale and Vesting

4. The Receiver was appointed the receiver of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Voice Construction., Earth & Energy Construction Ltd., Voice Holdings Ltd., and 2012442 Alberta Ltd. (collectively, the "**Debtor**") by an Order of this Honourable Court dated June 25, 2019 (the "**Receivership Order**").
5. The Receivership Order authorizes the Receiver to, among other things:

- (a) Market any or all of the personal property (collectively called the "**Property**") of the Debtor (and to solicit offers in respect of such Property or any part or parts thereof), in accordance with Paragraph 3(k)
 - (b) Negotiate the terms and conditions of a sale of Property of the Debtor in accordance with Paragraph 3(k) thereof;
 - (c) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court; and
 - (d) Apply for any Vesting Orders necessary to convey the Property or any part or parts thereof to a purchaser free and clear of any liens and encumbrances in accordance with Paragraph 3(m) thereof.
6. As set out in the First Report of the Receiver, has received and accepted an offer for the Assets from Sureway Construction Management Ltd. (the "**Offer**").
 7. The Receiver is of the view that the Offer is fair and reasonable, and that acceptance of the Offer and completion of the transaction contemplated by the Offer is in the best interest of the Debtor, its creditors, and other stakeholders.

Interim Distribution

8. The Receiver has reviewed certain documents from Mercedes and has received an opinion with respect to their priority to the Assets.
9. The Receiver is of the opinion that Mercedes has a first registered purchase money security interest with respect to the 2015 Western Star (S/N 5KKPALD1XFPGC3817) (the "**Western Star**") which secures a financing lease (the "**Financing Lease**").
10. There is a balance owing to Mercedes under the Financing Lease that secured by its security interest in the Western Star.
11. The Receiver is of the opinion that Mercedes should be paid out of the proceeds from the Western Star and there is no reason to delay distributions to Mercedes with respect to the Western Star.

Increase of Threshold of Sales out of the Ordinary Course

12. The Receiver has reviewed the Property of the Debtor. Much of the Debtor's Property is heavy equipment in which a single piece of equipment is valued in the hundreds of thousands.
13. The Receivership of the Debtor has attracted significant attention from the construction community and the Receiver has received a number of unsolicited offers for the Property of the Debtor.
14. Further, there is a well-established market for much of the Property of the Debtor, such as the heavy equipment, and the Receiver is able to determine the reasonableness of offers with relative ease.
15. The Receiver submits it would be prudent to enter into staggered private sales for some of the Property to avoid flooding the market by a single sales process for all of the Property.
16. Increasing the threshold amounts that the Receiver may deal with the Property of the Debtor without a Court order would reduce the time and cost in realizing on the Property.

17. Private sales entered into by the Receiver without Court approval would still need to be approved by creditors who have a secured interest in the assets being sold.
18. Accordingly, the Receiver is of the opinion that it is in the best interest of the Debtor, the creditors, and other stakeholders to amend the Receivership Order to increase the threshold amounts that a Receiver may complete a sale of the Property of the Debtor without a Court order.

Limitation of Receiver's Liability

19. The Receivership Order limits the liability and obligations of the Receiver in its appointment and carrying out the Receivership Order to the Property of the Debtor to which it may obtain full indemnity from, except in the case of gross negligence or wilful misconduct.
20. For greater certainty, the Receiver respectfully submits that the Receivership Order should be amended to clarify the Receiver's maximum liability and obligations will reduce as the Property of the Debtor is distributed to its creditors. Such is the intention of the provisions of the Receivership Order.

Sealing Order

21. The Confidential Appendices contain confidential information of a commercial nature which, if disclosed to third parties prior to the completion of the Receiver's sales process of the Debtor's Property, could materially jeopardize the Receiver's sale process, or if the sale of the Assets does not close, could materially jeopardize the value that the Receiver is subsequently able to obtain from the sale of the Assets, and as such, it is appropriate that the Court dispense with filing the Confidential Appendices with the Clerk of the Court until the Receiver has concluded its sale of the Property, or grant an interim Temporary Sealing Order in relation thereto.

Material or evidence to be relied on:

22. First Report of the Receiver dated August 7, 2019, filed.
23. Unfiled Confidential Appendices to the First Report of the Receiver.
24. Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

25. *Alberta Rules of Court*, AR 124/2010 including Division 4 Part 6 and Rules 6.3, 6.28, and 13.5(2).
26. Such further and other authority as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

27. N/A

Any irregularity complained of or objection relied on:

28. N/A

How the application is proposed to be heard or considered:

29. In person in open Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A"

Clerk's Stamp:

COURT FILE NUMBER 1903 12504

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF **MAYNBRIDGE CAPITAL INC.**

DEFENDANT(S) VOICE CONSTRUCTION OPCO ULC, VOICE MANAGEMENT LTD., VOICE CONSTRUCTION LTD., EARTH & ENERGY CONSTRUCTION LTD., VOICE HOLDINGS LTD., and 2012442 ALBERTA LTD.

DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
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Lawyer's Name: Rick T.G. Reeson, QC
Stephanie A. Wanke

Lawyer's Email rreeson@millerthomson.com /
swanke@millerthomson.com

File No.: 182818.4

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 13, 2019
LOCATION WHERE ORDER WAS PRONOUNCED:	EDMONTON, AB
NAME OF MASTER WHO MADE THIS ORDER:	JUSTICE J.H. GOSS

UPON THE APPLICATION by Alvarez & Marsal Canada Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd., and 2012442 Alberta Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an offer of purchase and sale (the "**Offer**") between the Receiver and Sureway Construction Management Ltd. (the "**Purchaser**") described in the First Report of the Receiver dated August 6, 2019 (the "**Report**") and the Confidential Supplemental to the First Report dated August 6, 2019 (the

"**Confidential Supplemental**"), and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Offer (the "**Purchased Assets**");

AND UPON HAVING READ the Receivership Order dated **June 25, 2019** (the "**Receivership Order**"), the Report, the Confidential Report, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, such other counsel that appeared, if any, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction and Offer are commercially reasonable and in the best interest of the Debtor and its stakeholders. The Transaction is hereby approved and the Receiver is hereby authorized to negotiate and enter into a reasonable sale agreement with the Purchaser for the Transaction (the "**Sale Agreement**"). The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Receiver's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected,

registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “D”** (collectively, “**Permitted Encumbrances**”))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of the Alberta Personal Property Registry (the “PPR Registrar”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. Without limiting the forgoing, the Receiver shall be permitted to cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Except as provided in paragraph 15 hereto, unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

INTERIM DISBURSEMENT

15. The Receiver is hereby authorized to make the following interim distribution from the net proceeds of the Transaction:
- (a) Payment to Mercedes-Benz Financial Services Canada Corporation for the outstanding balance of the financing lease for the 2015 WB123086S Western Star (s/n 5KKPALD1XFPGC3817).

MISCELLANEOUS MATTERS

16. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute;

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

17. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.
19. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
www.alvarezandmarsal.com
- and service on any other person is hereby dispensed with.
20. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's Stamp:

COURT FILE NUMBER	1903 12504
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	MAYNBRIDGE CAPITAL INC.
DEFENDANT(S)	VOICE CONSTRUCTION OPCO ULC, VOICE MANAGEMENT LTD., VOICE CONSTRUCTION LTD., EARTH & ENERGY CONSTRUCTION LTD., VOICE HOLDINGS LTD., and 2012442 ALBERTA LTD.
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP Barristers and Solicitors 2700, Commerce Place 10155-102 Street Edmonton, AB, Canada T5J 4G8 Phone: 780.429.1751 Fax: 780.424.5866
	Lawyer's Name: Rick T.G. Reeson, QC Stephanie A. Wanke
	Lawyer's Email: rreeson@millerthomson.com / swanke@millerthomson.com
	File No.: 182818.4

RECITALS

- A. Pursuant to an Order of the Honourable Justice J.H. Goss of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated June 25, 2019, Alvarez & Marsal was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd., and 2012442 Alberta Ltd. (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated August 13, 2019, the Court approved the agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and

Sureway Construction Management Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____.

Alvarez & Marsal Canada Inc., in its capacity as Receiver of the undertakings, property and assets of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd., and 2012442 Alberta Ltd., and not in its personal capacity.

Per; _____

Name:

Title:

Schedule “B” – PURCHASED ASSETS

Unit	Equipment Description	Serial Number
EX0510	2014 305 5E CR Caterpillar	FKY01748
TW1002	2017 337 Peterbuilt	2NP2HM7X5GM349737
TF2009	2015 CT660 Caterpillar	3HTJGKT5FN536325
TV3001	2015 WB123086S Western Star	5KKPALD18FPGC3816
TV3002	2015 WB123086S Western Star	5KKPALD1XFPGC3817

Schedule "C" - ENCUMBRANCERS

PPR Registration	Secured Party
15052837656	Daimler Truck Financial / Mercedes-Benz Financial Services Canada Corporation
18042027629	Maynbridge Capital Inc.
17011636072	Maynbridge Capital Inc.
18042027582	Maynbridge Capital Inc.

Schedule “D” – PERMITTED ENCUMBRANCES

n/a

SCHEDULE "B"

Clerk's Stamp:

COURT FILE NUMBER 1903 12504

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF **MAYNBRIDGE CAPITAL INC.**

DEFENDANT(S) VOICE CONSTRUCTION OPCO ULC, VOICE MANAGEMENT LTD., VOICE CONSTRUCTION LTD., EARTH & ENERGY CONSTRUCTION LTD., VOICE HOLDINGS LTD., and 2012442 ALBERTA LTD.

DOCUMENT **AMENDING AND SEALING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Rick T.G. Reeson, QC
Stephanie A. Wanke

Lawyer's Email rreeson@millerthomson.com /
swanke@millerthomson.com

File No.: 182818.4

DATE ON WHICH ORDER WAS PRONOUNCED:	AUGUST 13, 2019
LOCATION WHERE ORDER WAS PRONOUNCED:	EDMONTON, AB
NAME OF MASTER WHO MADE THIS ORDER:	JUSTICE J.H. GOSS

UPON THE APPLICATION of Alvarez & Marsal Canada Inc., (the "**Receiver**") in its capacity as the Court-appointed receiver and manager of the undertakings, property and assets of Voice Construction OPCO ULC, Voice Management Ltd., Voice Construction Ltd., Earth & Energy Construction Ltd., Voice Holdings Ltd., and 2012442 Alberta Ltd. (the "**Debtor**") for an order, among other things, approving the sale and vesting certain assets of the Debtor, amending the Receivership Order granted by the Honourable Associate Chief Justice K.G. Neilsen on June 25, 2019 (the "**Receivership Order**"), prescribing the manner of service with respect to this action, and sealing the Confidential Appendices (herein defined) on the Court record (the "**Application**");

AND HAVING READ the Receivership Order, the First Report of the Receiver dated August 6, 2019 (the "**First Report**"), the Confidential Appendices 1 and 2 to the First Report dated August 6, 2016 (collectively, the "**Confidential Appendices**"); the Affidavit of Service; **UPON HEARING** the submission of counsel for the Receiver, and any other party in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of Notice of the Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

ACTIVITIES OF THE RECEIVER

2. The activities of the Receiver as described in the First Report are hereby approved.

INCREASE IN SALES THRESHOLD WITHOUT COURT ORDER

3. The Receivership Order is hereby amended by deleting subparagraph 3(l)(i) in its entirety and replacing it with the following:

without the approval of this Court in respect of any transaction not exceeding \$2,500,000, provided that the aggregate consideration for all such transaction does not exceed \$10,000,000; and

RECEIVER'S LIABILITY

4. The Receivership Order is hereby amended by deleting paragraph 17 in its entirety and replacing it with the following:

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 from the Property in the Receiver's possession or control at the time such claim of liability or obligation is made. 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.

5. In all other respects the Receivership Order shall remain the same and in full force and effect.

PROCESS FOR SERVICE IN THIS ACTION

6. This Order, any other materials or orders in these proceedings may be served on the respondents and stakeholders by email to the email addresses provided, if any, and such service shall be good and effective the same day the email is sent.

SEALING ORDER

7. Division 4 of Part 6 of the Rules does not apply to this Application, and the Clerk of the Court be and is hereby directed to seal the Confidential Appendices to the First Report on the Court file until the Receiver has concluded its sale process and the filing of a letter with the Clerk of the Court from the Receiver confirming the sale process of all the property of the Debtors has been completed and all resulting sales therefrom have closed, or until such further Order of the Court.
8. The Clerk of this Honourable Court is hereby directed to seal the Confidential Supplemental to the First Report in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL APPENDICES 1 AND 2 TO THE FIRST REPORT DATED AUGUST 8, 2019. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE J.H. GOSS ON TUESDAY, AUGUST 13, 2019. THE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF:

- (a) **THE FILING WITH THE COURT OF A LETTER AND CERTIFICATE FROM THE RECEIVER CONFIRMING THAT THE SALES PROCESS OF THE PROPERTY OF THE DEBTORS HAS CONCLUDED TO THE SATISFACTION OF THE RECEIVER; OR**
- (b) **THE RECEIVER HAS BEEN DISCHARGED;**

(c) FURTHER ORDER OF THE COURT.

Justice of the Court of Queen's Bench of Alberta