

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

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

NOTICE TO RESPONDENT(S) as set out in Schedule "A" attached hereto:

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: Friday, September 20, 2019
Time: 2:00 p.m.
Where: Law Courts Building, Edmonton
Before Whom: The Honourable Justice M.J. Lema

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 "B", 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**") as described in the Second Report of the Receiver September 9, 2019 (the "**Second Report**") and the Confidential Appendices 1 and 2 to the Second Report (collectively, the "**Confidential Appendices**").
 - (c) authorizing the Receiver to discharge all encumbrances registered against the Assets on closing of the sale of the Assets;
 - (d) approving an interim distribution to Caterpillar Financial Services Limited ("**Caterpillar**");
 - (e) approving the activities of the Receiver as set out in the Second Report; and
 - (f) 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 as outlined in the Second Report is closed in accordance with its terms or until further Order of the Court.
2. Such further and other relief as the Receiver may advise.

Grounds for making this application:

Approval Sale and Vesting

- 3. 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**").
- 4. 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.
- 5. As set out in the First Report of the Receiver, has received and accepted an offer for the Assets from Brent Scarborough & Co. Inc. (the "**Offer**").
- 6. 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

- 7. The Receiver has reviewed certain documents from Caterpillar and has received an opinion Caterpillar has the first security agreement registration in the Alberta Personal Property Registry

with respect to certain of the Assets and that there are sufficient proceeds from the proposed sale of the Assets to pay the Debtor's indebtedness to Caterpillar in full.

Sealing Order

8. 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's has concluded its sale of the Property, or grant an interim Temporary Sealing Order in relation thereto.

Material or evidence to be relied on:

9. Second Report of the Receiver dated September 9, 2019, filed.
10. Unfiled Confidential Appendices to the Second Report of the Receiver.
11. Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

Applicable rules:

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

Applicable Acts and regulations:

14. *Bankruptcy and Insolvency Act*

Any irregularity complained of or objection relied on:

15. None

How the application is proposed to be heard or considered:

16. 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" – RESPONDENTS

Party	Counsel	Address	Service Method
Receiver		Alvarez & Marsal Canada Inc. Suite 1110, 250 6th Avenue SW Calgary, AB T2P 3H7 Orest Konowalchuk	okonowalchuk@alvarezandmarsal.com
With a copy to:	Rick Reeson, Q.C., and Stephanie Wanke	Miller Thomson LLP 2700, 10155-102 Street Edmonton, AB T5J 4G8	rreeson@millerthomson.com swanke@millerthomson.com
Maynbridge Capital Inc.	Matti Lemmens Tiffany Bennett	Borden Ladner Gervais LLP Centennial Place, East Tower 1900, 520-3 rd Avenue SW Calgary, AB T2P 0R3	MLemmens@blg.com TiBennett@blg.com
Voice Construction OPCO ULC, et al., Defendants	Martino Calvaruso Marc Wasserman	Osler, Hoskin & Harcourt LLP Box 50, 1 First Canadian Place Toronto, ON M5X 1B8	mcalvaruso@osler.com mwasserman@osler.com
Finning International Inc.	Peter Kumpula	Finning International Inc. 16901-109 Avenue Edmonton, AB T5P 4P6	peter.kumpula@finning.com
Caterpillar Financial Services Limited	Pantelis Kyriakakis	McCarthy Tetrault 421 7th Avenue SW Suite 4000 Calgary AB T2P 4K9	pkyriakakis@mccarthy.ca wmacleod@mccarthy.ca
Petersen Leasing		Petersen Leasing 10 Automall Rd Sherwood Park, AB T8H 2N1 Attention: Erin Whelan	ewhelan@sherwoodparkchev.com
Jim Pattison Industries Ltd.		Jim Pattison Lease 4937 Regent Street Burnaby, BC V5C 4H4 Attention: Ian Lazar	lon.Lazar@jplease.com
Ari Financial Services		Ari Financial Services 600 – 1270 Central Parkway West Mississauga, ON L5C 4P4 Attention: Dan Willard	dwillard@arifleet.com
Jim Peplinski Leasing Inc.		Jim Peplinski Leasing Inc. 3200 Bloor Street West Toronto, ON M8X 1E1 Attention: John Thomas	jthomas@jimpeplinski.ca

Party	Counsel	Address	Service Method
<p>GE Canada Asset Financing Holding Company</p> <p>GE VFS Canada Limited Partnership</p>		<p>GE Canada Asset Financing Holding Company/ GE VFS Canada Limited Partnership 2300 Meadowvale Blvd, Suite 200 Mississauga, ON L5N 5P9</p> <p>Attention: Kirstin Pereira</p>	<p>Kirstin.pereira@wellsfargo.com</p>
Konica Minolta Business Solutions (Canada) Ltd.		<p>Konica Minolta Business Solutions (Canada) Ltd. 5035 South Service Road Burlington, ON L7R 4C8</p>	<p>efcwaivers@lbccapital.ca</p> <p>Nam.mau@bt.konicaminolta.ca</p>
Daimler Truck Financial		<p>Daimler Truck Financial 2680 Matheson Blvd E, Ste 500 Mississauga, ON L4W 0A5</p> <p>Attention: Joel Ricci</p>	<p>Joel.ricci@daimler.com</p>
Mercedes-Benz Financial Services Canada Corporation		<p>Mercedes-Benz Financial Services Canada Corporation 2680 Matheson Blvd E, Ste 500 Mississauga, ON L4W 0A5 Attention: Joel Ricci</p>	<p>Joel.ricci@daimler.com</p>
Komatsu International (Canada) Inc.		<p>Komatsu International (Canada) Inc. 3755 Boul Matte, Suite E Brossard, QC J4Y 2P4</p> <p>Attention : Ray Iacovozi</p>	<p>riacovozi@komatsuna.com</p>
John Deere Financial Inc.		<p>John Deere Financial Inc. 3430 Superior Court Oakville, ON L6L 0C4</p> <p>Attention: Ryan Szymusiak</p>	<p>szymusiakryanf@johndeere.com</p>
Black Diamond Limited Partnership, Boxx Division		<p>Black Diamond Limited Partnership, Boxx Division Suite 1000, 440 – 2 Ave SW Calgary, AB T2P 5E9</p> <p>Attention: Nicki Ferguson</p>	<p>nferguson@blackdiamondgroup.com</p> <p>ymoquin@blackdiamondgroup.com</p>
Northgate Industries Ltd.		<p>Northgate Industries Ltd. 12345 – 121 St Edmonton, AB T5L 4Y7</p>	<p>dcrough@northgateindustries.com</p>
Quality Property Developments Inc.		<p>Quality Property Developments Inc. 33-130 Commercial Drive Calgary, AB T3Z 2A7</p>	<p>r.leahy@qualityprop.ca</p>

Party	Counsel	Address	Service Method
562072 Alberta Ltd.		562072 Alberta Ltd. 54545 Range Road 213 Fort Saskatchewan, AB T8L 4B8	Registered Mail
52 Street Holdings Ltd.		52 Street Holdings Ltd. 400, 444-7 Avenue SW Calgary, AB T2P 0X8	Registered Mail
Torys LLP	Tyrel Henderson	Torys LLP 46 th Floor, Eighth Avenue Place East, 525-8 Avenue SW Calgary, AB T2P 1G1	thenderson@torys.com
Grande Tire Inc.		Grande Tire Inc. 5505 128 Ave Edmonton, AB T5A 5G5 Attention: Sean Roberts	sean@grandetire.ca
Clearstream Energy Services		Clearstream Energy Services Intact Place – East Tower Suite 415, 311 – 6th Avenue SW Calgary, AB T2P 3H2	tgracie@clearstreamenergy.ca
Gunther Construction (1988) Ltd.	Ronald H. Haggett	Ogilvie LLP 1400 Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6	RHaggett@ogilvielaw.com
Workers' Compensation Board - Alberta		Workers' Compensation Board - Alberta 9912 107 Street PO Box 2415 Edmonton AB T5J 2S5 Attention: Troy Voong	employer.account.services@wcb.ab.ca
Chemco Electrical Contractors Ltd.	Bryan Kwan	McLennan Ross LLP 600, 12220 Stony Plain Road Edmonton, AB T3N 3Y4	bkwan@mross.com
Canadian Natural Resources Limited	Brent W. Mescall	Parlee McLaws LLP 3300 TD Canada Trust Tower, 4271-7 th Avenue SW Calgary, Alberta T2P 4K9	bmescall@parlee.com
Arpi's North Inc.	Joseph J. Kueber, Q.C.	Bryan & Company LLP 2600 Manulife Place 10180 – 101 Street Edmonton, AB T5J 3Y2	jjkueber@bryanco.com

Party	Counsel	Address	Service Method
Kevin Coyne	Jason Harley	Brownlee LLP 2200 COMMERCE PLACE 10155 - 102 STREET EDMONTON, AB T5J 4G8	jharley@brownleelaw.com
Suncor Energy Inc.		Suncor Energy Inc. 150 – 6th Avenue SW Calgary, AB T2P 3E3	nvanderlinden@suncor.com robwalker@suncor.com
Shell Canada			Phu.to@shell.com Dan.berry@shell.com
PNR Railworks Inc.	Courtney Kachur	Rose LLP Suite 810, 333 – 5th Avenue SW, Calgary, AB, T2P 3B6	Courtney.Kachur@RoseLLP.com
Dow Chemical	Robert J. Moyse	Code Hunter LLP 850, 440 2 Avenue SW Calgary, AB T2P 5E9	Robert.moyse@codehunterllp.com
CBRE Limited		1725 Hughes Landing Blvd. The Woodlands, Texas 77380	Registered Mail
CBRE, Inc.		2100 McKinney Avenue, Suite 900 Dallas, Texas, USA 75201	Registered Mail
Gibson Energy	Steve Smyth	1700, 440 – 2 nd Avenue SW, Calgary, AB T2P 5E9	steve.smyth@gibsonenergy.com
Imperial Oil Limited		PO Box 2480, Station 'M' Calgary, AB T2P 3M9	Registered Mail
Plains Midstream	Josh Dial	Dentons Canada LLP 15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada	josh.dial@dentons.com

Party	Counsel	Address	Service Method
Local 955 Trust Funds	Murray D. McGown Q.C.	McGown Cook 120 7260 12th Street S.E. Calgary AB T2H 2S5	mdmcmcgown@mcgowncook.com
Pembina Pipeline Corporation	Todd McRae	Pembina Pipeline Corporation (Room 39091) 4000, 585 8th Avenue S.W. Calgary, AB T2P 1G1	tmcrae@pembina.com
North West Redwater Partnership	Brian Reid	Bennett Jones LLP 4500 Bankers Hall East 855 2nd Street SW Calgary, Alberta T2P 4K7 Canada	reidb@bennettjones.com
Specter Fabricating Inc.		PO Box 455 5116 53 Ave Redwater, AB T0A 2W0 Attention: Lance Peters	specterfab@gmail.com
Heavy Tech Repairs and Rentals Ltd.		130 50535 RR233 Leduc County, AB T4X 0L4 Attention: Travis Stevens	travis@heavytechrepair.com
Boyd Ventures Inc.		RR3 Site 302 Comp 88 Onoway, AB T6B 2G2 Attention: Sharon Fenske	boydventures2@gmail.com
Kal Tire A Corporate Partnership		1540 Kalamalka Lake Road Vernon, BC V1T6V2 27 Strathmoor Drive Sherwood Park, AB T8H 0C1 Attention: Emilio Szadiak	emilio_szadiak@kaltire.com
Canada Revenue Agency	George F. Body	Department of Justice (Canada) #300, 10423 – 101 Street NW Edmonton, AB T5H 0E7	george.body@justice.gc.ca
Bentall Kennedy (Canada) LP	Douglas S. Nishimura	Field Law 400 – 444 7 AVE SW Calgary AB T2P 0X8	dnishimura@fieldlaw.com

Schedule "B"

Clerk's Stamp:

COURT FILE NUMBER	1903 12504
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON
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 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:	September 20, 2019
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton Law Courts
NAME OF MASTER WHO MADE THIS ORDER:	Justice M.J. Lema

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 agreement of purchase and sale (the **"Agreement"**) between the Receiver and Brent Scarbrough & Co. Inc. (the **"Purchaser"**) described in the Second Report of the Receiver dated September 9, 2019 (the **"Report"**) and the Confidential Appendices to the Second Report dated September 9, 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 Sale Agreement (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.

ACTIVITIES OF THE RECEIVER

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

APPROVAL OF TRANSACTION

3. The Transaction and Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders. The Transaction is hereby approved and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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

4. 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

5. 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 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.

- (b) the Registrar of the British Columbia Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia 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. Without limiting the forgoing, the Receiver shall be permitted to cancel and discharge any registrations at the Alberta Personal Property Registry and the British Columbia 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.
 7. 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.
 8. 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.
 9. 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.

10. 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.
11. 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).
12. 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.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
14. 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).

INTERIM DISBURSEMENT

15. The Receiver is hereby authorized to make the following interim distribution from the net proceeds of the Transaction:

(a) Payment to Caterpillar Financial Services Limited ("**Caterpillar Financial**") in the amount of outstanding indebtedness of the Debtor to Caterpillar Financial secured against the Purchased Assets, provided that the Receiver and Caterpillar Financial agree as to the quantum of the outstanding indebtedness.

SEALING ORDER

16. 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 Debtor has been completed and all resulting sales therefrom have closed, or until such further Order of the Court.
17. The Clerk of this Honourable Court is hereby directed to seal the Confidential Appendices to the Second 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 SECOND REPORT DATED SEPTEMBER 9, 2019. THIS CONFIDENTIAL DOCUMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE M.J. LEMA ON FRIDAY, SEPTEMBER 20, 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 ALL THE PROPERTY OF THE DEBTOR HAS CONCLUDED TO THE SATISFACTION OF THE RECEIVER;
- (B) THE RECEIVER HAS BEEN DISCHARGED; or
- (C) FURTHER ORDER OF THE COURT.

MISCELLANEOUS MATTERS

18. 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.

- 19. 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.
- 20. 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.

21. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) any parties on the service list for these proceedings who have provided an email address for service;
- (ii) any parties attending or represented at the application for this Order;
- (iii) 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.

22. 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	EDMONTON
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 K.G. Nielsen 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 Honourable Justice M.J. Lema of the Court dated September 20, 2019, the Court approved the agreement of purchase and sale made as

of September 6, 2019 (the "**Sale Agreement**") between the Receiver and Brent Scarbrough & Co. Inc. (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 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

Year	Make	Model	Serial Number
2013	CAT Rock Truck	740B	CAT0740BKT4R01693
2013	CAT Rock Truck	740B	CAT0740BHT4R01699
2013	CAT Rock Truck	740B	CAT0740BVT4R01729
2013	CAT Rock Truck	740B	CAT0740BHT4R01735
2013	CAT Rock Truck	740B	CAT0740BCT4R01379
2013	CAT Rock Truck	740B	CAT0740BJT4R01534
2013	CAT Rock Truck	740B	CAT0740BHT4R01704
2013	CAT Rock Truck	740B	CAT0740BHT4R01539
2013	CAT Rock Truck	740B	CAT0740BCT4R01544
2013	CAT Rock Truck	740B	CAT0740BKT4R01547
2013	CAT Rock Truck	740B	CAT0740BTT4R01593
2013	CAT Rock Truck	740B	CAT0740BPT4R01594
2001	CAT Articulated Water Truck, K600 Tank	730	AGF00286
2012	Caterpillar 30 ton articulated truck	730	B1M03509
2013	Caterpillar 40 ton articulated truck	740B	T4R01669
2013	Caterpillar 40 ton articulated truck	740B	T4R01679
2013	Caterpillar 40 ton articulated truck	740B	T4R01529
2013	Caterpillar 40 ton articulated truck	740B	T4R01548
2002	Caterpillar 25 ton water truck	725	AFX00299
2003	Caterpillar 25 ton water truck	725	AFX00690
2011	Caterpillar bull dozer wide pad	D8T	KPZ04077
2011	Caterpillar bull dozer W/ Trimble	D8T	KPZ03954
2006	Caterpillar soil compactor	815F	BKL01013

Schedule "C" - ENCUMBRANCERS

PPR Registration	Secured Party
14013022608	Caterpillar Financial Services Limited
14013022758	Caterpillar Financial Services Limited
14013023231	Caterpillar Financial Services Limited
14013022954	Caterpillar Financial Services Limited
14013023082	Caterpillar Financial Services Limited
14013023231	Caterpillar Financial Services Limited
14090816919	Maynbridge Capital Inc.
14090816989	Maynbridge Capital Inc.
14091129204	Caterpillar Financial Services Limited
14091933956	Caterpillar Financial Services Limited
14091933992	Caterpillar Financial Services Limited
14091934059	Caterpillar Financial Services Limited
14091934116	Caterpillar Financial Services Limited
14091934177	Caterpillar Financial Services Limited
14091934238	Caterpillar Financial Services Limited
14091934318	Caterpillar Financial Services Limited
14091934417	Caterpillar Financial Services Limited
14091934554	Caterpillar Financial Services Limited
14091934701	Caterpillar Financial Services Limited
14112705777	Caterpillar Financial Services Limited
14112705804	Caterpillar Financial Services Limited
14112705823	Caterpillar Financial Services Limited
14112705835	Caterpillar Financial Services Limited
14112705874	Caterpillar Financial Services Limited
14112705922	Caterpillar Financial Services Limited
14112706040	Caterpillar Financial Services Limited
14112706066	Caterpillar Financial Services Limited
15021907449	Caterpillar Financial Services Limited
15022429903	Caterpillar Financial Services Limited
15030230103	Caterpillar Financial Services Limited
15042406351	Caterpillar Financial Services Limited
15042406486	Caterpillar Financial Services Limited
16111811637	Caterpillar Financial Services Limited
16112109039	Caterpillar Financial Services Limited
17011636072	Maynbridge Capital Inc.
18010310426	Caterpillar Financial Services Limited
18010310574	Caterpillar Financial Services Limited
18042027582	Maynbridge Capital Inc.
18042027629	Maynbridge Capital Inc.
19032228335	Caterpillar Financial Services Limited
19051337535	Kal Tire A Corporate Partnership
19062640695	Heavy Tech Repairs and Rentals Ltd.
19062640847	Heavy Tech Repairs and Rentals Ltd.
19062640981	Heavy Tech Repairs and Rentals Ltd.
19062641347	Heavy Tech Repairs and Rentals Ltd.
19062732709	Heavy Tech Repairs and Rentals Ltd.
19070435928	Specter Fabricating Inc.
19070436102	Specter Fabricating Inc.

Schedule “D” – PERMITTED ENCUMBRANCES

Nil