

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.

Clerk's Stamp

**DOCUMENT APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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2700, Commerce Place  
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Stephanie A. Wanke  
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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: Monday, September 30, 2019

Time: 2:30 p.m.

Where: Law Courts Building, Edmonton

Before Whom: The Honourable Justice J. S. Little

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 and ratifying and accepting the terms of the Auction Proposal (the "**GDA**A Proposal") between the Receiver and G.D. Auction & Appraisals Inc. ("**GDA**A") dated September 17, 2019, which are described in the Third Report of the Receiver dated September 23, 2019 (the "**Third Report**") and the Confidential Appendices 1 and 2 to the Third Report (collectively, the "**Confidential Appendices**");
  - (c) authorizing the Receiver to sell the assets (the "**Assets**") of the Debtors located at 7545 52 Street NW Edmonton, Alberta and provided in Schedule "**C**" hereto in accordance with the terms of the GDA A Proposal, notwithstanding potential claims of any lessors, secured creditors, landlords or other affected party to the Assets;
  - (d) authorizing the Receiver to conclude the transactions contemplated by the GDA A Proposal and to take all such steps and execute all such documents as may reasonably be necessary to complete the transaction contemplated therein;
  - (e) declaring that, upon closing of the transactions contemplated by the GDA A Proposal, all of the Debtors' right, title and interest, in and to the Assets shall, without further instrument or transfer or assignment, vest in the purchasers free and clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of the Debtors;
  - (f) directing and authorizing the Receiver to discharge all registered liens and encumbrances registered against the Vehicles at any Personal Property Registry, or otherwise, in order to vest the Vehicles free and clear to the purchasers;
  - (g) declaring that the proceeds from the sale of the Assets be held by the Receiver and stand in place of the Assets until further Order of this Honourable Court in respect of distribution of the proceeds and allocation of costs against the proceeds;
  - (h) approving the activities of the Receiver as set out in the Third Report; and
  - (i) 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. An Order, substantially in the form provided in Schedule "**D**", among other things:
- (a) Declaring the security interests of Jim Peplinski Leasing Inc., ARI Financial Services Inc., and Jim Pattison Industries Ltd. in certain Assets are valid and enforceable.
  - (b) Declaring what is secured by the security interest of Jim Peplinski Leasing Inc., ARI Financial Services Inc., and Jim Pattison Industries Ltd.
  - (c) Declaring that Grande Tire Inc.'s security interest is not valid or enforceable;
  - (d) Declaring that Jim Pattison Industries Ltd.'s security interest in certain Assets is subordinate to Maynbridge Capital Inc.'s security interest.
  - (e) Declaring that Jim Pattison Industries Ltd.'s debt claimed for unpaid maintenance and fuel received by the Debtor is unsecured.
3. Such further and other relief as the Receiver may advise.



**Grounds for making this application:**

***Approval Sale and Vesting***

4. The Alvarez & Marsal Canada Inc. (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 Third Report of the Receiver, the Receiver has received and accepted an auction proposal for the Assets from GDAA.
7. The Receiver is of the view that the GDAA Proposal is fair and reasonable, and that acceptance of the GDAA Proposal and completing of the transaction contemplated by the GDAA Proposal is in the best interest of the Debtor, its creditors, and other stakeholders.

***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.

***Security Interest***

9. Jim Peplinski Leasing Inc. holds a valid and enforceable perfected security interest in the vehicle described as 2011 Ford F550 XLT 21 Passenger Bus (s/n 1FDGF5GT1BEA39000) and has a secured claim for the guaranteed residual value of the said vehicle.
10. ARI Financial Services Inc. ("**ARI**") has a valid security interest in the certain vehicles included in the Assets, as described in more detail in the Third Report securing the remaining financing payments owed by the Debtor to ARI for each respective vehicle.
11. Grande Tire Inc. ("**Grande Tire**") has registered security interests at the Personal Property Registry against the vehicles described as 2015 GMC Sierra 4x4 Crew Cab (s/n 1GT12REG7FF177573) and a 2014 Caterpillar Wheeled Ski Steer 272D (s/n

B5W00466). Grande Tire has advised they do not have a security agreement with the Debtor with respect to the above vehicles.

12. Jim Pattison Industries Ltd. ("**Jim Pattison**") has a deemed security interests in certain Assets as more thoroughly described in the Third Report for only the monthly rental payments and guaranteed residual value described in the Jim Pattison's lease orders with Voice Construction OPCO ULC.
13. For certain Assets leased by Jim Pattison Industries Ltd. to Voice Construction OPCO ULC, Maybridge Capital Inc. has registered first at the personal property security interest by serial number good.

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

14. Third Report of the Receiver dated September 23, 2019, filed.
15. Unfiled Confidential Appendices to the Third Report of the Receiver.
16. Such further and other material as legal counsel for the Receiver may advise and this Honourable Court may permit.

**Applicable rules:**

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

**Applicable Acts and regulations:**

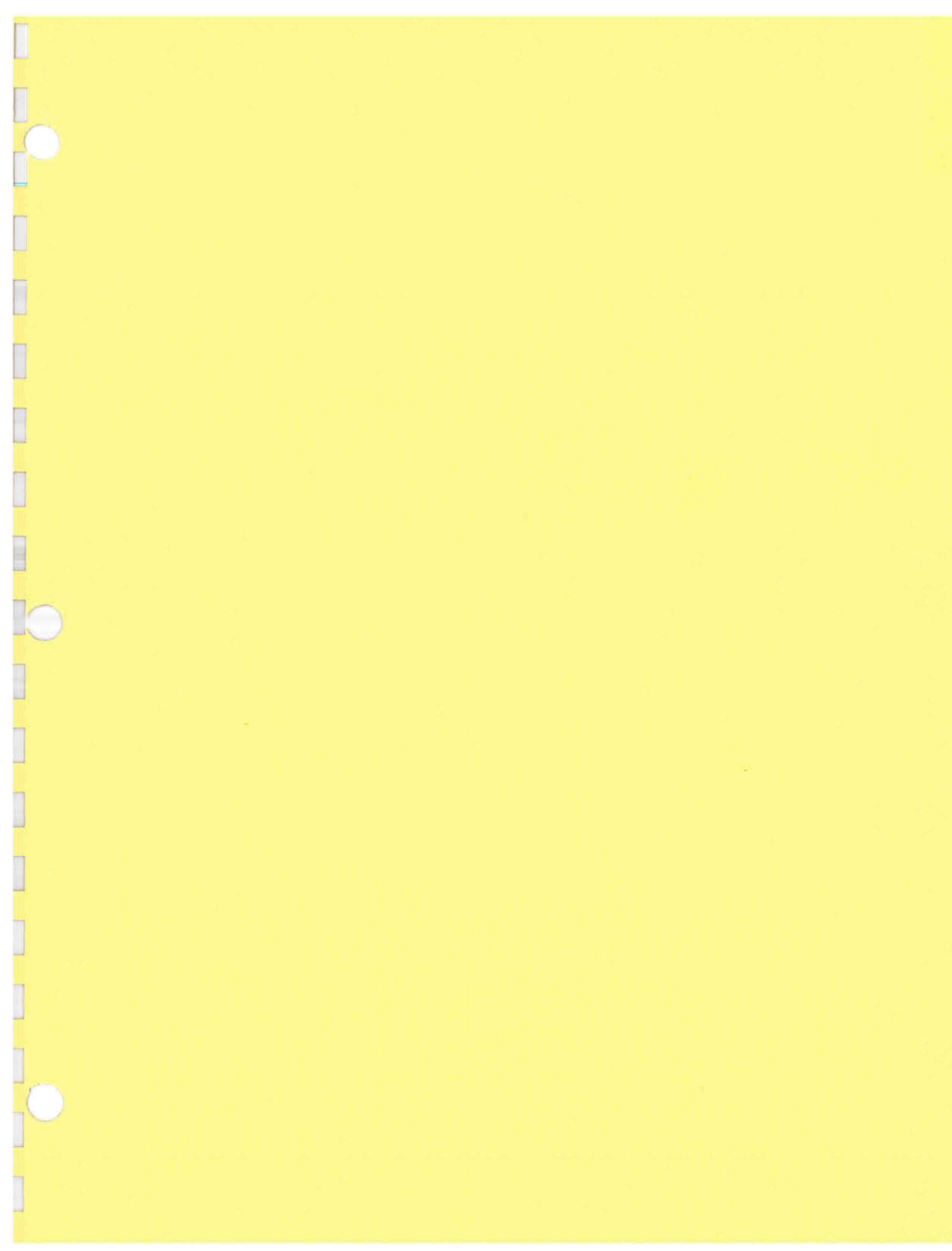
19. *Judicature Act*, RSA 2000 c J-2, as amended, including s. 13 thereof.
20. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, including Part IX thereof.
21. *Personal Property Security Act*, including s. 60 thereof.

**Any irregularity complained of or objection relied on:**

22. None

**How the application is proposed to be heard or considered:**

23. In person in open Chambers.



**SCHEDULE "A" – SERVICE LIST**

Party	Counsel	Address	Service Method
Receiver		<b>Alvarez &amp; Marsal Canada Inc.</b> 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	<b>Borden Ladner Gervais LLP</b> Centennial Place, East Tower 1900, 520-3 <sup>rd</sup> Avenue SW Calgary, AB T2P 0R3	MLemmens@blg.com TiBennett@blg.com
Voice Construction OPCO ULC, et al., Defendants	Martino Calvaruso Marc Wasserman	<b>Osler, Hoskin &amp; Harcourt LLP</b> Box 50, 1 First Canadian Place Toronto, ON M5X 1B8	mcalvaruso@osler.com mwasserman@osler.com
Finning International Inc.	Peter Kumpula	<b>Finning International Inc.</b> 16901-109 Avenue Edmonton, AB T5P 4P6	<a href="mailto:peter.kumpula@finning.com">peter.kumpula@finning.com</a>
Caterpillar Financial Services Limited	Pantelis Kyriakakis	<b>McCarthy Tetrault</b> 421 7th Avenue SW Suite 4000 Calgary AB T2P 4K9	pkyriakakis@mccarthy.ca <a href="mailto:wmacleod@mccarthy.ca">wmacleod@mccarthy.ca</a>
Petersen Leasing		<b>Petersen Leasing</b> 10 Automall Rd Sherwood Park, AB T8H 2N1  Attention: Erin Whelan	<a href="mailto:ewhelan@sherwoodparkchev.com">ewhelan@sherwoodparkchev.com</a>
Jim Pattison Industries Ltd.		<b>Jim Pattison Lease</b> 4937 Regent Street Burnaby, BC V5C 4H4  Attention: Ian Lazar	lon.Lazar@jplease.com
Ari Financial Services		<b>Ari Financial Services</b> 600 – 1270 Central Parkway West Mississauga, ON L5C 4P4  Attention: Dan Willard	dwillard@arifleet.com
Jim Peplinski Leasing Inc.		<b>Jim Peplinski Leasing Inc.</b> 3200 Bloor Street West Toronto, ON M8X 1E1  Attention: John Thomas	jthomas@jimpeplinski.ca



Party	Counsel	Address	Service Method
GE Canada Asset Financing Holding Company  GE VFS Canada Limited Partnership		<b>GE Canada Asset Financing Holding Company/ GE VFS Canada Limited Partnership</b> 2300 Meadowvale Blvd, Suite 200 Mississauga, ON L5N 5P9  Attention: Kirstin Pereira	Kirstin.pereira@wellsfargo.com
Konica Minolta Business Solutions (Canada) Ltd.		<b>Konica Minolta Business Solutions (Canada) Ltd.</b> 5035 South Service Road Burlington, ON L7R 4C8	efcwaivers@lbccapital.ca Nam.mau@bt.konicaminolta.ca
Daimler Truck Financial		<b>Daimler Truck Financial</b> 2680 Matheson Blvd E, Ste 500 Mississauga, ON L4W 0A5  Attention: Joel Ricci	Joel.ricci@daimler.com
Mercedes-Benz Financial Services Canada Corporation		<b>Mercedes-Benz Financial Services Canada Corporation</b> 2680 Matheson Blvd E, Ste 500 Mississauga, ON L4W 0A5 Attention: Joel Ricci	Joel.ricci@daimler.com
Komatsu International (Canada) Inc.		<b>Komatsu International (Canada) Inc.</b> 3755 Boul Matte, Suite E Brossard, QC J4Y 2P4  Attention : Ray Iacovozzi	riacovozzi@komatsuna.com
John Deere Financial Inc.		<b>John Deere Financial Inc.</b> 3430 Superior Court Oakville, ON L6L 0C4  Attention: Ryan Szymusiak	szymusiakryanf@johndeere.com
Black Diamond Limited Partnership, Boxx Division		<b>Black Diamond Limited Partnership, Boxx Division</b> Suite 1000, 440 – 2 Ave SW Calgary, AB T2P 5E9  Attention: Nicki Ferguson	nferguson@blackdiamondgroup.com ymoquin@blackdiamondgroup.com
Northgate Industries Ltd.		<b>Northgate Industries Ltd.</b> 12345 – 121 St Edmonton, AB T5L 4Y7	dcrough@northgateindustries.com
Quality Property Developments Inc.		<b>Quality Property Developments Inc.</b> 33-130 Commercial Drive Calgary, AB T3Z 2A7	r.leahy@qualityprop.ca
562072 Alberta Ltd.		<b>562072 Alberta Ltd.</b> 54545 Range Road 213 Fort Saskatchewan, AB T8L 4B8	Registered Mail

Party	Counsel	Address	Service Method
52 Street Holdings Ltd.		<b>52 Street Holdings Ltd.</b> 400, 444-7 Avenue SW Calgary, AB T2P 0X8	Registered Mail
Torys LLP	Tyrel Henderson	<b>Torys LLP</b> 46 <sup>th</sup> Floor, Eighth Avenue Place East, 525-8 Avenue SW Calgary, AB T2P 1G1	thenderson@torys.com
Grande Tire Inc.		<b>Grande Tire Inc.</b> 5505 128 Ave Edmonton, AB T5A 5G5  Attention: Sean Roberts	<a href="mailto:sean@grandetire.ca">sean@grandetire.ca</a>
Clearstream Energy Services		<b>Clearstream Energy Services</b> Intact Place – East Tower Suite 415, 311 – 6th Avenue SW Calgary, AB T2P 3H2	tgracie@clearstreamenergy.ca
Gunther Construction (1988) Ltd.	Ronald H. Haggett	<b>Ogilvie LLP</b> 1400 Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6	RHaggett@ogilvielaw.com
Workers' Compensation Board - Alberta		<b>Workers' Compensation Board - Alberta</b> 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	<b>McLennan Ross LLP</b> 600, 12220 Stony Plain Road Edmonton, AB T3N 3Y4	bkwan@mross.com
Canadian Natural Resources Limited	Brent W. Mescall	<b>Parlee McLaws LLP</b> 3300 TD Canada Trust Tower, 4271-7 <sup>th</sup> Avenue SW Calgary, Alberta T2P 4K9	<a href="mailto:bmescall@parlee.com">bmescall@parlee.com</a>
Arpi's North Inc.	Joseph J. Kueber, Q.C.	<b>Bryan &amp; Company LLP</b> 2600 Manulife Place 10180 – 101 Street Edmonton, AB T5J 3Y2	jjkueber@bryanco.com
Kevin Coyne	Jason Harley	<b>Brownlee LLP</b> 2200 COMMERCE PLACE 10155 - 102 STREET EDMONTON, AB T5J 4G8	<a href="mailto:jharley@brownleelaw.com">jharley@brownleelaw.com</a>



Party	Counsel	Address	Service Method
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Shell Canada			<a href="mailto:Phu.to@shell.com">Phu.to@shell.com</a> <a href="mailto:Dan.berry@shell.com">Dan.berry@shell.com</a>
PNR Railworks Inc.	Courtney Kachur	<b>Rose LLP</b> Suite 810, 333 – 5th Avenue SW, Calgary, AB, T2P 3B6	<a href="mailto:Courtney.Kachur@RoseLLP.com">Courtney.Kachur@RoseLLP.com</a>
Dow Chemical	Robert J. Moyse	<b>Code Hunter LLP</b> 850, 440 2 Avenue SW Calgary, AB T2P 5E9	<a href="mailto:Robert.moyse@codehunterllp.com">Robert.moyse@codehunterllp.com</a>
CBRE Limited		1725 Hughes Landing Blvd. The Woodlands, Texas 77380	<u>Registered Mail</u>
CBRE, Inc.		2100 McKinney Avenue, Suite 900 Dallas, Texas, USA 75201	<u>Registered Mail</u>
Gibson Energy	Steve Smyth	1700, 440 – 2 <sup>nd</sup> Avenue SW, Calgary, AB T2P 5E9	<a href="mailto:Steve.smyth@gibsonenergy.com">Steve.smyth@gibsonenergy.com</a>
Imperial Oil Limited		PO Box 2480, Station 'M' Calgary, AB T2P 3M9	<u>Registered Mail</u>
Plains Midstream	Josh Dial	<b>Dentons Canada LLP</b> 15th Floor, Bankers Court, 850 - 2nd Street SW Calgary, AB T2P 0R8 Canada	<a href="mailto:Josh.dial@dentons.com">Josh.dial@dentons.com</a>
Local 955 Trust Funds	Murray D. McGown Q.C.	<b>McGown Cook</b> 120 7260 12th Street S.E. Calgary AB T2H 2S5	<a href="mailto:mdmcgown@mcgowncook.com">mdmcgown@mcgowncook.com</a>

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





SCHEDULE "B" – APPROVAL AND VESTING ORDER

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)

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10155-102 Street  
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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 30, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF MASTER WHO MADE THIS ORDER: Justice J. S. Little

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 Auction Proposal (the "**Sale Agreement**") between the Receiver and G.D. Auction & Appraisal Inc. ("**GDA**") dated September 17, 2019 and appended in the Confidential Appendices (the "**Confidential Appendices to the Third Report**") the Third Report of the Receiver dated September 23, 2019 (the "**Third Report**"), proposing the sale of the Debtor's right, title and interest in and to the assets

described in Schedule "A" attached hereto (collectively, the "**Assets**" and each an "**Asset**") and the auction of the Assets in accordance with the Sale Agreement; **AND UPON HAVING READ** the Receivership Order dated June 25, 2019 (the "**Receivership Order**"), the Third Report and the Confidential Appendices to the Third Report; the Bench Brief of the Receiver dated September 23, 2019; and the Affidavit of Service; **AND UPON** hearing from counsel for the Receiver and such other 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. This Court hereby approves and ratifies the execution of the Sale Agreement, with such minor amendments as the Receiver may deem necessary.
4. The Receiver and GDAA are hereby authorized to take all such steps and execute all such documents as may reasonably be necessary to conclude the transactions contemplated by the Sale Agreement (the "**Transactions**" and each a "**Transaction**") and the Receiver and GDAA are hereby authorized to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the Transactions, as the Receiver and GDAA, in their discretion, may deem reasonably necessary or advisable to conclude the Transactions. Without in any way restricting the scope of the foregoing, the Receiver is authorized to deliver to GDAA one or more general conveyances and/or specific conveyances signed by the Receiver.
5. This Court orders that any requirement of the Receiver and GDAA to issue notices under Section 60 of the Personal Property Security Act, R.S.A. 2000, c. P-7 is hereby dispensed with.
6. GDAA is authorized to market and sell the Assets in accordance with the terms of the Sale Agreement.
7. Upon GDAA receiving the proceeds of sale from the Assets which are to be paid to the Receiver in accordance with the Sale Agreement (the "**Net Sale Proceeds**"), all such proceeds shall



immediately be impressed with a charge in favour of the Receiver and shall be held in trust for the benefit of the Receiver until such time as the Net Sale Proceeds are received by the Receiver. While held by GDAA, the Net Sale Proceeds shall be held in a separate trust account for the benefit of the Receiver.

## VESTING OF PROPERTY

8. Upon GDAA paying to the Receiver the Net Sale Proceeds together with an accounting for same and delivery of a Receiver's Certificate to GDAA substantially in the form set out in **Schedule "B"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Assets in **Schedule "A"** shall vest absolutely in the name of the person or persons acquiring the Assets (collectively, the "**Purchasers**" and each a "**Purchaser**"), 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 Assets are hereby expunged, discharged and terminated as against the Assets

9. 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 Purchasers clear title to the 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 Assets which are of a kind prescribed by applicable regulations as serial-number goods; and
  - (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 Assets which are of a kind prescribed by applicable regulations as serial-number goods.
10. Without limiting the foregoing, 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 Assets which are of a kind prescribed by applicable regulations as serial-number goods.
  11. 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 Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
  12. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
  13. For the purposes of determining the nature and priority of Claims, Net Sale Proceeds (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the 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 Assets and may be

asserted against the Net Sale Proceeds with the same priority as they had with respect to the Assets immediately prior to the sale, as if the 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. 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 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.

14. 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 Transactions, have liability of any kind whatsoever in respect of any Claims against the Debtor.
15. Upon completion of a Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Asset that is the subject of the Transaction, and all persons or entities having any Claims of any kind whatsoever in respect of the Asset, 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 Asset, and to the extent that any such persons or entities remain in the possession or control of any of the Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Assets, they shall forthwith deliver possession thereof to the appropriate Purchaser.
16. A Purchaser shall be entitled to enter into and upon, hold and enjoy the Asset or Assets they purchase pursuant to the Sale Agreement, for their own respective use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
17. Immediately upon closing of the Transactions, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
18. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to GDAA.

#### **SEALING ORDER**

19. 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 Third Report on the Court file until the Receiver has concluded its sale process and the filing of a letter with the Clerk of the



22. The Receiver, GDAA, a Purchaser 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 Transactions.
23. 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.
24. 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](http://www.alvarezandmarsal.com)
- and service on any other person is hereby dispensed with.
25. 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.



## 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 &amp; 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

DATE ON WHICH ORDER WAS PRONOUNCED: September 30, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF MASTER WHO MADE THIS ORDER: Justice J. S. Little

**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 Court dated September 30, 2019, the Court approved Auction Proposal made as of September 17, 2019 (the "**Sale Agreement**") between the Receiver and G.D. Auction & Appraisal Inc. (the "**GDAA**") and provided for the vesting in the purchasers under the Sale Agreement the Debtor's right, title and interest in and to the Assets, which vesting is to be effective with respect to the Assets upon the delivery by the Receiver to GDAA of a certificate confirming (i) the payment by GDAA of the Net Sale Proceeds for the Assets; (ii) that the conditions set out in the Sale Agreement have been satisfied or waived by the Receiver and the GDAA; and (iii) the Transactions have 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. All amounts to be paid by GDAA to the Receiver under the Sale Agreement have been paid;
2. The conditions set out in the Sale Agreement have been satisfied or waived by the Receiver and GDAA; and
3. The Transactions have 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" – Assets**

<b>Voice Asset #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Serial Number</b>
AG0003	2007	Argo	Avenger	2DGLS0BL97NH25269
AG0004	2007	Argo	Avenger	2DGLS0BT07NH25581
DZ4003	2006	Komatsu bulldozer	D41P-6	B41030
EX0002	2014	Caterpillar mini excavator	303.5E	RKY02958
EX1501	2005	Komatsu excavator	PC158USLC-2	10071
EX2018	2018	Caterpillar wheeled excavator	M320F	F2W00312
EX3006	2006	Komatsu excavator	PC308USLC-3	30025
EX4509	2007	John Deere excavator	450D LC	FF450DX913373
GR2505	2007	Gradall	XL5200	5200000742
LW0508	2014	Caterpillar wheeled skid steer	272D	B5W00466
LW4003	2004	John Deere wheel loader	744J	DW744JX592879
LW5002	2006	Volvo wheel loader	L220E	L220EV4322
PP0003	1992	Ingersol Rand vibratory packer	SD40F	5621-S
TB3504	2007	Chevrolet 15 passenger van	3500	1GAHG39U971170702
TB3505	2008	Ford 15 passenger van	E350	1FBSS31L88DB03639
TB3506	2008	Ford 15 passenger van	E350	1FBSS31L68DB03638
TF1003	1990	Volvo	Fuel Truck	4V1JBBMEXLR803853
TG1001	1989	Ford gravel truck	F800	1FDXK84A9KVA14796
TG2005	1994	Western Star gravel truck	4964	2WLPDCJH6RK933872
TP1554	2012	GMC sierra 4x4 crew cab	1500	3GTP2WE70CG171011
TP1555	2012	GMC sierra 4x4 crew cab	1500	3GTP2WE73CG292115
TP1556	2012	GMC sierra 4x4 crew cab	1500	3GTP2WE72CG292137
TP1559	2013	GMC sierra 4x4 crew cab	1500	3GTP2WE73DG229811
TP1570	2014	GMC sierra 4x4 crew cab	1500	3GTU2UEC5EG280782
TP1571	2014	GMC sierra 4x4 crew cab	1500	3GTU2UECXEG280776
TP1573	2014	GMC sierra 4x4 crew cab	1500	3GTU2UEC5EG280779
TP1575	2014	Ford F-150 crew cab	F-150	1FTFW1ETXEFC78362
TP25100	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG4FF528679
TP25101	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG5FF527072
TP25102	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF527876
TP25103	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF528169
TP25104	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG6FF526707
TP25105	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG9FF526605
TP25106	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF525324
TP2522	2003	Dodge ram single cab sand truck	2500	3D7KU26D63G768459
TP2554	2011	Chevrolet silverado crew cab 4X4	2500	1gc1kxcg4bf235002
TP2581	2010	GMC sierra 4x4 crew cab	2500	1GT4K0BG8AF151737
TP2586	2011	GMC sierra 4x4 crew cab	2500	1GT12CGXBF218671
TP2587	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF175464
TP2588	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF175533



TP2590	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG8FF176898
TP2591	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF177475
TP2592	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF177573
TP2593	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF177665
TP2594	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF177735
TP2596	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF177330
TP2598	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF527361
TP2599	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF525899
TP3505	1990	Ford pressure wash cube van	E350	1FDKE37M5LHA58708
TP3547	2007	Dodge 4x4 flat deck dually	3500	3D6WH48D47G805579
TP3550	2008	Dodge 4x4 flat deck welding truck	3500	3D6WH46D28G166204
TP3556	2011	GMC sierra 4x4 crew pilot truck	3500	1GT424C86BF229111
TP3558	2011	GMC sierra 4x4 crew pilot truck	3500	1GT424C85BF153705
TP3559	2011	Chevrolet silverado crew cab 4X4	3500	1GC4K1C81BF177143
TP3560	2014	Ford single cab 4x4 flat deck dually	F350	1FDRF3H63EEA87978
TT0009	2000	Trailtech 20' tandem trailer	H-270	2CU43AL97Y2005943
TT0015	2008	Trailtech gooseneck trailer	H-270	2CU53AL9582024916
TT0016	2007	Pitt's concrete mixing trailer	Titan 125	1P91E16277R399649
TT0018	2009	Trailtech 20' tandem trailer	P214K	2CU33AL9X92025939
TT0020	2012	Aluma 12' single axle trailer	8112	1YGUS1210CB082684
TT0021	2013	Trailtech 20' tilt deck lowboy	L270	2CUB38LA3D2032609
TT0024	2014	Trailtech 26' tandem dually trailer	TD210	2CU4BATL7E2034269
TW2002	2005	Peterbilt water truck	330	2NPNLD0X15M844164
VC2014	2005	20' Shipping Container		30/120876
VC4002	1996	40' Shipping Container		22108000
VC4008	?	40' Shipping Container		4152090
VPP14	1998	Ingersol Rand air compressor	185CFM	27965UHH221
VT1011	2014	Wacker light tower	LTW 8K-V	5XFLW0514EN003986
ZSF38	2011	Tenco 11' 6yd sander		TCD6AS44836
ZSF39	2012	Hi-Way 1.7 yd sander	Model P	135058
ZSM46	2006	Komatsu fork lift	FG30HT-14	591953A
ZSP107	2014	Western Global fuel tank	1000 L tank	101744
TC0003	2014	Genie scissor lift	GS2632	GS3215A-137120
ZAA0503	1998	Lowe skid steer auger drive	1650B	7623961
ZAA201	2002	200 series auger drive	HD35PDH200	02-0000
ZAC0512	2011	Virnig Talet 96" skid steer snow bucket	SSL-BS-96	76244
ZAF302	2012	EFI 96" pipe & pole grapple	962K	W40SGP01916-96
ZAF304	0	EFI 108" Pipe & pole grapple	966K	W50SGP0903-108
ZAF501	0	EFI 120' pipe & pole grapple	L220	W60SGP0901-120
ZAJ4001	2013	Caterpillar jib boom	966	ZSF00622
ZAJ4003	2007	IMAC Jib boom	JD744	E63126
ZAL202	2008	CWS 200 series lifting attachment	10 TON	W00801951
ZAL203	2008	CWS 200 series lifting attachment	10 TON	W00804787

ZAL302	0	Voice built 300 series lifting attachment	15TON	
ZAM005	2017	KAGE angle blade w/ snow box	SB96/ SK2011	(BLD)40054715 (BOX) 1241
ZAP201	2000	Allied 200 series hoe pac attachment	9800	3-33456-2
ZAP202	2012	Allied 200 series hoe pac attachment	CVP110	CT700769
ZAP301	1997	Allied 300 series hoe pac attachment	9800	8669
ZAP302	1999	Allied 300 series hoe pac attachment	9800	8604
ZAR401	0	Voice built 450 series ripper attachment	ripper	
ZAR406	2007	Weldco-beales 450 ripper attachment	66" ripper	3W13828-1
ZASG502	0	Voice built 38" Gradall 5200 spoon	38" spoon	
ZBC006	0	Weldco-beales 50 series bucket	36" clean up	03SBC1037-36
ZBC214	0	Weldco-beales 200 series bucket	60" clean up	W2B06387
ZBC219	2016	Caterpillar 200 series bucket	60" clean up	3W58096-2
ZBC312	0	Brandt 300 series bucket	72" clean up	509238
ZBC313	0	Caterpillar 300 series bucket	72" clean up	W2B04295
ZBC419	2013	Caterpillar 450 series bucket	84" clean up	W2B05801
ZBCG501	0	Gradall 5200 series bucket	48" clean up	
ZBCG502	0	Gradall 5200 series bucket	100" clean up	
ZBCG504	0	Gradall 5200 series bucket	24" clean up	
ZBCG505	0	Gradall 5200 series bucket	36" clean up	
ZBCG510	2007	Gradall 5200 series bucket	72" clean up	
ZBD018	2014	EFI 50 series bucket	18" dig	03SBD1128-18
ZBD223	2016	Caterpillar 200 series bucket	36" dig	W2B04864
ZBD420	2013	Caterpillar 450 series bucket	54" dig	W2B05799
ZBDG501	0	Gradall 5200 series bucket	36" dig	
ZBDG503	2007	Gradall 5200 series bucket	34" dig	
ZBT008	2014	EFI 50 series bucket	36" twist	03SBW0905-36
ZBT104	2013	EFI 100 series bucket	54" twist	3W48012-1
ZBT204	0	Weldco-beales 200 series bucket	66" twist	3-39735-1
ZBT207	1999	Weldco-beales 200 series bucket	72" twist	3-60614-1
ZBT215	2016	Weldco-beales 200 series bucket	66" twist	3W61491-1
ZBT304	0	Weldco-beales 300 series bucket	84" twist	3-99778-1
ZBT307	2014	Weldco-beales 300 series bucket	84" twist	3W51907-1
ZSB107	0	Voice built 5200 series Gradall bucket	2-1 slope 36"	
ZSB2-24	0	Voice built 200 series twist adapter		
ZSB28	1998	Voice built 5200 series Gradall blade	5' x 12" blade	
ZSB3-09	2000	Weldco- beales 300 series chuck blade	84"x60"	6-97295-1
ZSB64	2000	Bobcat skid steer sander		H500013
ZSF40	2012	Talet sand kicker skid steer sander	SK10	35113112



ZSP108	2016	IMT lube skid		LUBESKID071010
TB5501	2011	Ford 25 passenger airport bus	F550	1FDGF5GT1BEA39000
TP1576	2015	Chevrolet silverado crew cab 4X4	1500	3GCUKSEC3FG210879
TP1577	2015	Ford F-150 crew cab	F-150	1FTFW1EG6FFB64511
TP1578	2017	Chevrolet silverado crew cab 4X4	1500	3GCUKUSEC0HG185510
TP1579	2017	Chevrolet silverado crew cab 4X4	1500	3GCUKSEC9HG181942
TP1581	2017	Ford F-150 crew cab	F-150	1FTEW1EG3HFB43825
TP25107	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG5FF663877
TP25109	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG3FF665403
TP25110	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG1FF6655920
TP25111	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG4FF663966
TP5511	2015	Dodge single cab mech's truck 4x4	5500	3C7WRNBL8FG530714

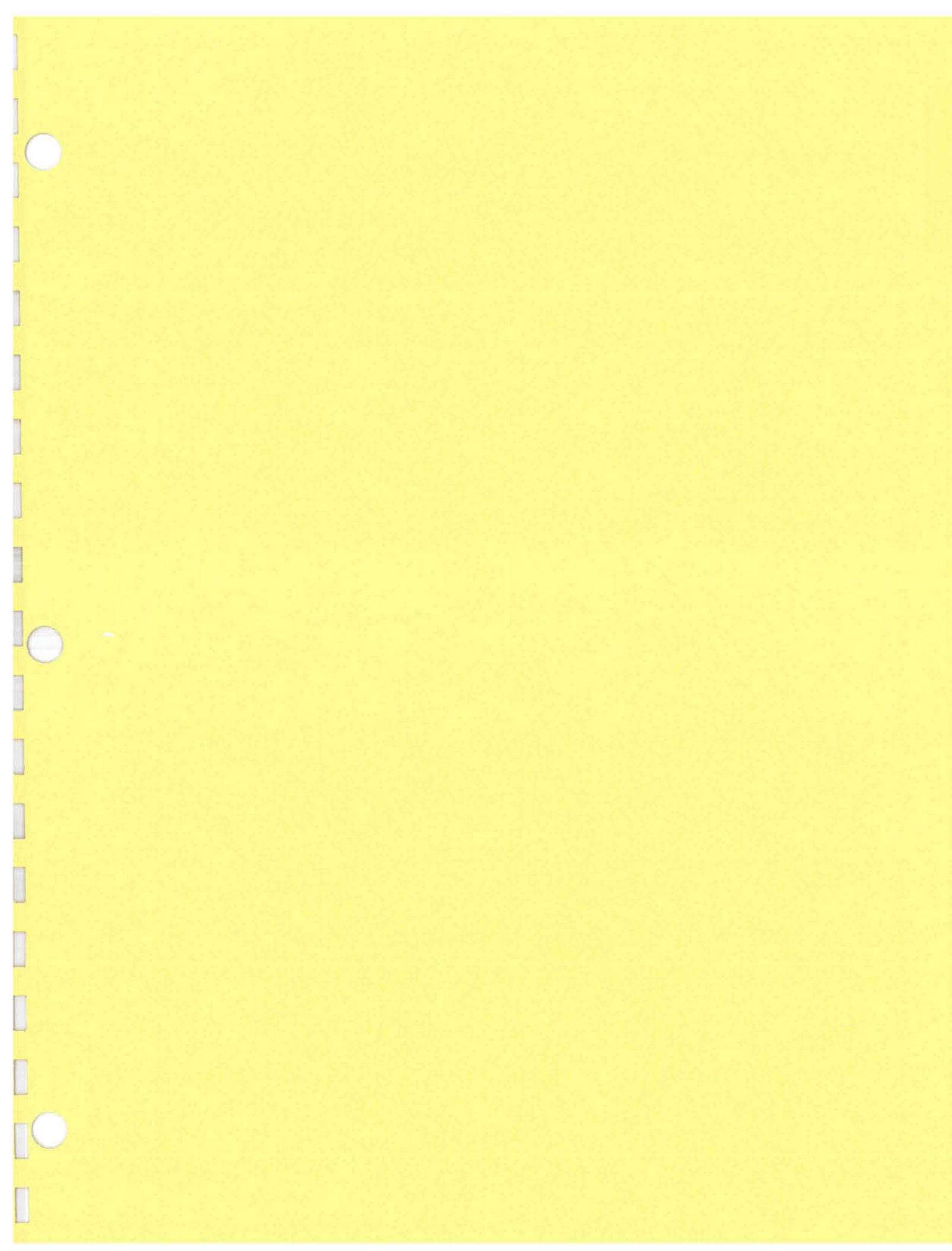


**Schedule "C" – Encumbrances**

<b>AB PPR Registration</b>	<b>Secured Party</b>
14082214308	JIM PATTISON INDUSTRIES LTD.
14082736451	JIM PATTISON INDUSTRIES LTD.
14082736697	JIM PATTISON INDUSTRIES LTD.
14082736823	JIM PATTISON INDUSTRIES LTD.
14082737080	JIM PATTISON INDUSTRIES LTD.
14082737206	JIM PATTISON INDUSTRIES LTD.
14082737994	JIM PATTISON INDUSTRIES LTD.
14090816919	MAYNBRIDGE CAPITAL INC.
14090928854	JIM PATTISON INDUSTRIES LTD.
14090816989	MAYNBRIDGE CAPITAL INC.
14110421933	JIM PATTISON INDUSTRIES LTD.
14112428741	ARI FINANCIAL SERVICES INC.
14122222569	JIM PEPLINSKI LEASING INC.
15070216660	JIM PATTISON INDUSTRIES LTD.
15091112034	JIM PATTISON INDUSTRIES LTD.
15091112278	JIM PATTISON INDUSTRIES LTD.
15091112421	JIM PATTISON INDUSTRIES LTD.
15091512903	JIM PATTISON INDUSTRIES LTD.
15093024403	JIM PATTISON INDUSTRIES LTD.
17011636072	MAYNBRIDGE CAPITAL INC.
17011636123	MAYNBRIDGE CAPITAL INC.
17042726795	JIM PATTISON INDUSTRIES LTD.
17042727753	JIM PATTISON INDUSTRIES LTD.
17050921827	JIM PATTISON INDUSTRIES LTD.
18042027582	MAYNBRIDGE CAPITAL INC.
18042027629	MAYNBRIDGE CAPITAL INC.
19062430243	GRANDE TIRE INC.
19062524543	GRANDE TIRE INC.
19062525165	GRANDE TIRE INC.
19062733422	HEAVY TECH REPAIRS AND RENTALS LTD.
19070435678	SPECTER FABRICATING INC.
19072416574	JIM PATTISON INDUSTRIES LTD.
19072415694	JIM PATTISON INDUSTRIES LTD.
19072415893	JIM PATTISON INDUSTRIES LTD.
19072416027	JIM PATTISON INDUSTRIES LTD.
19072416216	JIM PATTISON INDUSTRIES LTD.

## Schedule "D" – Permitted Encumbrances

Nil





# SCHEDULE "C" – ASSETS

Voice Asset #	Year	Make	Model	Serial Number
AG0003	2007	Argo	Avenger	2DGLS0BL97NH25269
AG0004	2007	Argo	Avenger	2DGLS0BT07NH25581
DZ4003	2006	Komatsu bulldozer	D41P-6	B41030
EX0002	2014	Caterpillar mini excavator	303.5E	RKY02958
EX1501	2005	Komatsu excavator	PC158USLC-2	10071
EX2018	2018	Caterpillar wheeled excavator	M320F	F2W00312
EX3006	2006	Komatsu excavator	PC308USLC-3	30025
EX4509	2007	John Deere excavator	450D LC	FF450DX913373
GR2505	2007	Gradall	XL5200	5200000742
LW0508	2014	Caterpillar wheeled skid steer	272D	B5W00466
LW4003	2004	John Deere wheel loader	744J	DW744JX592879
LW5002	2006	Volvo wheel loader	L220E	L220EV4322
PP0003	1992	Ingersol Rand vibratory packer	SD40F	5621-S
TB3504	2007	Chevrolet 15 passenger van	3500	1GAHG39U971170702
TB3505	2008	Ford 15 passenger van	E350	1FBSS31L88DB03639
TB3506	2008	Ford 15 passenger van	E350	1FBSS31L68DB03638
TF1003	1990	Volvo	Fuel Truck	4V1JBBMEXLR803853
TG1001	1989	Ford gravel truck	F800	1FDXK84A9KVA14796
TG2005	1994	Western Star gravel truck	4964	2WLPDCJH6RK933872
TP1554	2012	GMC sierra 4x4 crew cab	1500	3GTP2WE70CG171011
TP1555	2012	GMC sierra 4x4 crew cab	1500	3GTP2WE73CG292115
TP1556	2012	GMC sierra 4x4 crew cab	1500	3GTP2WE72CG292137
TP1559	2013	GMC sierra 4x4 crew cab	1500	3GTP2WE73DG229811
TP1570	2014	GMC sierra 4x4 crew cab	1500	3GTU2UEC5EG280782
TP1571	2014	GMC sierra 4x4 crew cab	1500	3GTU2UECXEG280776
TP1573	2014	GMC sierra 4x4 crew cab	1500	3GTU2UEC5EG280779
TP1575	2014	Ford F-150 crew cab	F-150	1FTFW1ETXEFC78362
TP25100	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG4FF528679
TP25101	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG5FF527072
TP25102	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF527876
TP25103	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF528169
TP25104	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG6FF526707
TP25105	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG9FF526605
TP25106	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF525324
TP2522	2003	Dodge ram single cab sand truck	2500	3D7KU26D63G768459
TP2554	2011	Chevrolet silverado crew cab 4X4	2500	1gc1kxcg4bf235002
TP2581	2010	GMC sierra 4x4 crew cab	2500	1GT4K0BG8AF151737
TP2586	2011	GMC sierra 4x4 crew cab	2500	1GT12CGXBF218671
TP2587	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF175464
TP2588	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF175533

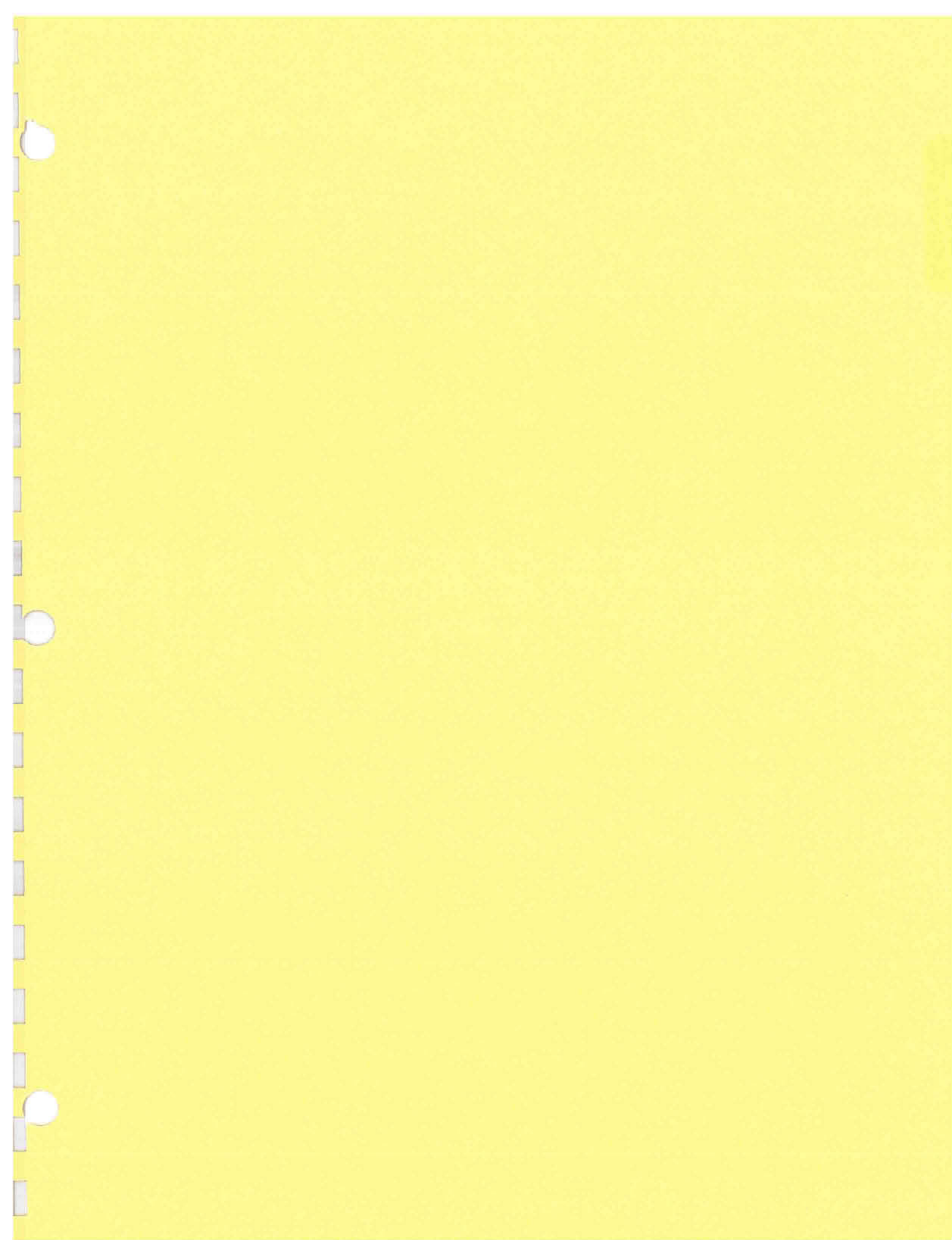


TP2590	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG8FF176898
TP2591	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF177475
TP2592	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF177573
TP2593	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF177665
TP2594	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG7FF177735
TP2596	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF177330
TP2598	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG1FF527361
TP2599	2015	GMC sierra 4x4 crew cab	2500	1GT12YEG3FF525899
TP3505	1990	Ford pressure wash cube van	E350	1FDKE37M5LHA58708
TP3547	2007	Dodge 4x4 flat deck dually	3500	3D6WH48D47G805579
TP3550	2008	Dodge 4x4 flat deck welding truck	3500	3D6WH46D28G166204
TP3556	2011	GMC sierra 4x4 crew pilot truck	3500	1GT424C86BF229111
TP3558	2011	GMC sierra 4x4 crew pilot truck	3500	1GT424C85BF153705
TP3559	2011	Chevrolet silverado crew cab 4X4	3500	1GC4K1C81BF177143
TP3560	2014	Ford single cab 4x4 flat deck dually	F350	1FDRF3H63EEA87978
TT0009	2000	Trailtech 20' tandem trailer	H-270	2CU43AL97Y2005943
TT0015	2008	Trailtech gooseneck trailer	H-270	2CU53AL9582024916
TT0016	2007	Pitt's concrete mixing trailer	Titan 125	1P91E16277R399649
TT0018	2009	Trailtech 20' tandem trailer	P214K	2CU33AL9X92025939
TT0020	2012	Aluma 12' single axle trailer	8112	1YGUS1210CB082684
TT0021	2013	Trailtech 20' tilt deck lowboy	L270	2CUB38LA3D2032609
TT0024	2014	Trailtech 26' tandem dually trailer	TD210	2CU4BATL7E2034269
TW2002	2005	Peterbilt water truck	330	2NPNLD0X15M844164
VC2014	2005	20' Shipping Container		30/120876
VC4002	1996	40' Shipping Container		22108000
VC4008	?	40' Shipping Container		4152090
VPP14	1998	Ingersol Rand air compressor	185CFM	27965UHH221
VT1011	2014	Wacker light tower	LTW 8K-V	5XFLW0514EN003986
ZSF38	2011	Tenco 11' 6yd sander		TCD6AS44836
ZSF39	2012	Hi-Way 1.7 yd sander	Model P	135058
ZSM46	2006	Komatsu fork lift	FG30HT-14	591953A
ZSP107	2014	Western Global fuel tank	1000 L tank	101744
TC0003	2014	Genie scissor lift	GS2632	GS3215A-137120
ZAA0503	1998	Lowe skid steer auger drive	1650B	7623961
ZAA201	2002	200 series auger drive	HD35PDH200	02-0000
ZAC0512	2011	Virnig Talet 96" skid steer snow bucket	SSL-BS-96	76244
ZAF302	2012	EFI 96" pipe & pole grapple	962K	W40SGP01916-96
ZAF304	0	EFI 108" Pipe & pole grapple	966K	W50SGP0903-108
ZAF501	0	EFI 120' pipe & pole grapple	L220	W60SGP0901-120
ZAJ4001	2013	Caterpillar jib boom	966	ZSF00622
ZAJ4003	2007	IMAC Jib boom	JD744	E63126
ZAL202	2008	CWS 200 series lifting	10 TON	W00801951

		attachment		
ZAL203	2008	CWS 200 series lifting attachment	10 TON	W00804787
ZAL302	0	Voice built 300 series lifting attachment	15TON	
ZAM005	2017	KAGE angle blade w/ snow box	SB96/ SK2011	(BLD)40054715 (BOX) 1241
ZAP201	2000	Allied 200 series hoe pac attachment	9800	3-33456-2
ZAP202	2012	Allied 200 series hoe pac attachment	CVP110	CT700769
ZAP301	1997	Allied 300 series hoe pac attachment	9800	8669
ZAP302	1999	Allied 300 series hoe pac attachment	9800	8604
ZAR401	0	Voice built 450 series ripper attachment	ripper	
ZAR406	2007	Weldco-beales 450 ripper attachment	66" ripper	3W13828-1
ZASG502	0	Voice built 38" Gradall 5200 spoon	38" spoon	
ZBC006	0	Weldco-beales 50 series bucket	36" clean up	03SBC1037-36
ZBC214	0	Weldco-beales 200 series bucket	60" clean up	W2B06387
ZBC219	2016	Caterpillar 200 series bucket	60" clean up	3W58096-2
ZBC312	0	Brandt 300 series bucket	72" clean up	509238
ZBC313	0	Caterpillar 300 series bucket	72" clean up	W2B04295
ZBC419	2013	Caterpillar 450 series bucket	84" clean up	W2B05801
ZBCG501	0	Gradall 5200 series bucket	48" clean up	
ZBCG502	0	Gradall 5200 series bucket	100" clean up	
ZBCG504	0	Gradall 5200 series bucket	24" clean up	
ZBCG505	0	Gradall 5200 series bucket	36" clean up	
ZBCG510	2007	Gradall 5200 series bucket	72" clean up	
ZBD018	2014	EFI 50 series bucket	18" dig	03SBD1128-18
ZBD223	2016	Caterpillar 200 series bucket	36" dig	W2B04864
ZBD420	2013	Caterpillar 450 series bucket	54" dig	W2B05799
ZBDG501	0	Gradall 5200 series bucket	36" dig	
ZBDG503	2007	Gradall 5200 series bucket	34" dig	
ZBT008	2014	EFI 50 series bucket	36" twist	03SBW0905-36
ZBT104	2013	EFI 100 series bucket	54" twist	3W48012-1
ZBT204	0	Weldco-beales 200 series bucket	66" twist	3-39735-1
ZBT207	1999	Weldco-beales 200 series bucket	72" twist	3-60614-1
ZBT215	2016	Weldco-beales 200 series bucket	66" twist	3W61491-1
ZBT304	0	Weldco-beales 300 series bucket	84" twist	3-99778-1
ZBT307	2014	Weldco-beales 300 series bucket	84" twist	3W51907-1
ZSB107	0	Voice built 5200 series Gradall bucket	2-1 slope 36"	



ZSB2-24	0	Voice built 200 series twist adapter		
ZSB28	1998	Voice built 5200 series Gradall blade	5' x 12" blade	
ZSB3-09	2000	Weldco- beales 300 series chuck blade	84"x60"	6-97295-1
ZSB64	2000	Bobcat skid steer sander		H500013
ZSF40	2012	Talet sand kicker skid steer sander	SK10	35113112
ZSP108	2016	IMT lube skid		LUBESKID071010
TB5501	2011	Ford 25 passenger airport bus	F550	1FDGF5GT1BEA39000
TP1576	2015	Chevrolet silverado crew cab 4X4	1500	3GCUKSEC3FG210879
TP1577	2015	Ford F-150 crew cab	F-150	1FTFW1EG6FFB64511
TP1578	2017	Chevrolet silverado crew cab 4X4	1500	3GCUKUSEC0HG185510
TP1579	2017	Chevrolet silverado crew cab 4X4	1500	3GCUKSEC9HG181942
TP1581	2017	Ford F-150 crew cab	F-150	1FTEW1EG3HFB43825
TP25107	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG5FF663877
TP25109	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG3FF665403
TP25110	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG1FF6655920
TP25111	2015	Chevrolet silverado crew cab 4X4	2500	1GC1KVEG4FF663966
TP5511	2015	Dodge single cab mech's truck 4x4	5500	3C7WRNBL8FG530714



**SCHEDULE "D" – FORM OF ORDER**

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 **ORDER**

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File No.: 182818.4

DATE ON WHICH ORDER WAS PRONOUNCED: September 30, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton Law Courts

NAME OF MASTER WHO MADE THIS ORDER: Justice J. S. Little

**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, among other things, approval of the Receiver actions as described in the Third Report of the Receiver dated September 23, 2019 (the "**Third Report**") and declaration of validity of certain security interest of secured creditors of the Debtor; **AND UPON HAVING READ** the Receivership Order dated June 25, 2019 (the "**Receivership Order**"), the Third Report and the Confidential Appendices to the Third Report; the Bench Brief of the Receiver dated September



23, 2019; and the Affidavit of Service; **AND UPON** hearing from counsel for the Receiver and such other that appeared, if any, although properly served as appears from the Affidavit of Service, filed:

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**DECLARATION OF SECURITY INTERESTS**

1. Jim Peplinski Leasing Inc. has a valid security interest in the vehicle described as 2011 Ford F550 XLT 21 Passenger Bus (s/n 1FDGF5GT1BEA39000) and has a secured claim of \$204.75 with respect to the said vehicle.
2. ARI Financial Services Inc. ("**ARI**") has valid security interests in certain vehicles for the remaining financing payments owed by the Debtor on each respective vehicle described as follows:

VIN	Year	Make	Model	Remaining Finance Payments
3GCUKSEC3FG210879	2015	Chevrolet	Silverado	Nil
1GJZ71FG4E1117944	2014	GMC	Savana 3500	Nil
1GJZ7ZFG9E1190693	2014	GMC	Savana 350	Nil
1GB4KYCG3FF638322	2015	Chevrolet	Silverado	\$922.43
1GB4KYCG0FF634857	2015	Chevrolet	Silverado	\$922.43
1GB4KYCG8FF635206	2015	Chevrolet	Silverado	\$922.43
1GB4KYCG3FF636991	2015	Chevrolet	Silverado	\$922.43
1GB4KYCG3FF634433	2015	Chevrolet	Silverado	\$922.43

3. Grande Tire Inc. does not have a valid security interest in the 2015 GMC Sierra 4x4 Crew Cab (s/n 1GT12REG7FF177573) and 2014 Caterpillar Wheeled Ski Steer 272D (s/n B5W00466).
4. Jim Pattison Industries Ltd. ("**Jim Pattison**") holds a valid and enforceable security interest in the serial number goods described as follows for payment of monthly rents and the Guaranteed Residual Value only as set out in Jim Pattison's lease orders with Voice Construction OPCO ULC, without cross-collateralization:

VIN	Year	Make	Model
1GT12YEG3FF175464	2015	GMC	SIERRA 2500HD
1GT12YEG7FF175533	2015	GMC	SIERRA 2500HD
1GT12YEG0FF175700	2015	GMC	SIERRA 2500HD

1GT12YEG7FF177475	2015	GMC	SIERRA 2500HD
1GT12YEG8FF176898	2015	GMC	SIERRA 2500HD
1GT12YEG3FF178834	2015	GMC	SIERRA 2500HD
1GT12YEG1FF177665	2015	GMC	SIERRA 2500HD
1GT12YEG7FF177573	2015	GMC	SIERRA 2500HD
1GT12YEG7FF177735	2015	GMC	SIERRA 2500HD
1GT12YEG3FF177330	2015	GMC	SIERRA 2500HD
1GC1KVEG5FF663877	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG8FF666384	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG3FF665403	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG1FF665920*	2015	CHEVROLET	SILVERADO 2500HD
1GC1KVEG4FF663966	2015	CHEVROLET	SILVERADO 2500HD
1FTFW1EG6FFB64511	2015	FORD	F-150
3C7WRNBL8FG530714	2015	RAM	5500
3GTP2WE73DG229811	2013	GMC	SIERRA 1500
1FTFW1ETXEF78362	2014	FORD	F-150
1FD0W5HY8HEB12612	2017	FORD	SUPER DUTY F-550 DRW
1FD0W5HY8HEB12612	2017	FORD	SUPER DUTY F-550 DRW
1FDFE4FS3GDC29542	2016	FORD	ECONOLINE COMMERCIAL CUTAWAY
3GCUKSEC0HG185510	2017	CHEVROLET	SILVERADO 1500
3GCUKSEC9HG181942	2017	CHEVROLET	SILVERADO 1500
3GCUKSEC5HG232501	2017	CHEVROLET	SILVERADO 1500
1FTEW1EG3HFB43825	2017	FORD	F-150
NM0LS7F77H1315661	2017	FORD	TRANSIT CONNECT VAN
NM0LS7F74H1315357	2017	FORD	TRANSIT CONNECT VAN
1FDPF7DC3HDB03617	2017	FORD	SUPER DUTY F-750 STRAIGHT FRAME
1GCUKNECXJF174426**	2018	CHEVROLET	SILVERADO 1500
3GCUKNEC5JG133569	2018	CHEVROLET	SILVERADO 1500
NM0LS7F77J1352795	2018	FORD	TRANSIT CONNECT VAN
1GCUKNEC4JF159081	2018	CHEVROLET	SILVERADO 1500
1GCUKRECXJF172764	2018	CHEVROLET	SILVERADO 1500

5. Jim Pattison's claim for a debt of fuel and maintenance from the Debtors is a unsecured claim.
6. Jim Pattison's security interest is subordinate to Maynbridge Capital Inc.'s security interest in the following vehicles:

VIN	Year	Make	Model
3GTU2UEC9EG280784	2014	GMC	SIERRA 1500
3GTU2UEC5EG280782	2014	GMC	SIERRA 1500

3GTU2UEC5EG280779	2014	GMC	SIERRA 1500
3GTU2UECXEG280776	2014	GMC	SIERRA 1500
3GTU2UEC1EG280780	2014	GMC	SIERRA 1500
1FDRF3H63EEA87978	2014	FORD	SUPER DUTY F-350 DRW

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Justice of the Court of Queen's Bench of Alberta



