Borrower as a result of any liability of the Borrower to the Obligor, or claim or prove in bankruptcy or insolvency of the Borrower in competition with the Lender.

6.3 Postponement and Assignment The Obligor postpones payment of all present and future debts, liabilities and obligations of the Borrower to the Obligor until this Agreement has been terminated in accordance with Section 3.4. The Obligor assigns to the Lender all present and future debts, liabilities and obligations of the Borrower to the Obligor as security for payment of the Obligor's liabilities under this Agreement, and agrees that all money received by the Obligor in respect of those debts, liabilities and obligations shall be received in trust for the Lender and forthwith upon receipt shall be paid over to the Lender, all without in any way lessening or limiting the liabilities of the Obligor under this Agreement. The provisions of this Section 6.3 are independent of the other provisions of this Agreement and shall remain in full force and effect until this Agreement has been terminated in accordance with Section 3.4, notwithstanding that the other liabilities of the Obligor under this Agreement may have been discharged or terminated.

7. OBLIGATION TO MAKE PAYMENT

7.1 Payment Immediately After Demand The Obligor's liability to make a payment under this Agreement shall arise immediately after demand for payment has been made in writing on the Obligor. In connection with any demand, the Lender may treat all Obligations as due and payable and may demand immediate payment from the Obligor of the total amount of its liabilities under this Agreement, whether or not all Obligations are otherwise due and payable at the time of demand.

7.2 Right to Enforce Demands under this Agreement may be made from time to time, and the liabilities of the Obligor under this Agreement may be enforced, irrespective of:

(a) whether any demands, steps or proceedings are being or have been made or taken against the Borrower and/or any third party; or

(b) whether or in what order any security to which the Lender may be entitled in connection with any Loan Document is enforced.

7.3 Certificate as to Amount A certificate of the Lender specifying the outstanding amount of the Obligations shall be conclusive evidence of that amount against the Obligor in the absence of any manifest error.

7.4 Interest The Obligor's liabilities under this Agreement shall bear interest from the date of demand at the highest rate of interest per annum that is applicable to any part of the Obligations.

7.5 Rights Cumulative No failure on the part of the Lender to exercise, nor any delay in exercising, any right or remedy under any Loan Document or this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. Neither the taking of any judicial or extra-judicial proceeding nor the exercise of rights under any security held from the Obligor shall extinguish the liability of the Obligor to pay and perform its liabilities under this Agreement, nor shall the acceptance of any payment or security create any novation. No covenant, representation or warranty of the Obligor in this Agreement shall merge in any judgment. The rights and remedies provided in this Agreement are cumulative and do not exclude any rights and remedies provided by law or otherwise.

7.6 Limitation Periods To the extent that any limitation period applies to any claim for payment of the Obligations or remedy for enforcement of the Obligations, the Obligor agrees that:

(a) any limitation period is expressly excluded and waived entirely if permitted by applicable law;

(b) if a complete exclusion and waiver of any limitation period is not permitted by applicable law, any limitation period is extended to the maximum length permitted by applicable law;

(c) any applicable limitation period shall not begin before an express demand for payment of the Obligations is made in writing by the Lender to the Obligor;

(d) any applicable limitation period shall begin afresh upon any payment or other acknowledgment of the Obligations by the Obligor; and

(e) this Agreement is a "business agreement" as defined in the *Limitations Act, 2002* (Ontario) if that Act applies.

8. PAYMENTS

8.1 Withholdings Etc. Any payment made by the Obligor under this Agreement shall be made without any deduction or withholding for or on account of tax and without any set-off or counterclaim of any kind. However, if the Obligor is required by law to deduct, withhold or pay any tax in respect of any payment under this Agreement, then (i) the Obligor shall pay additional sums under this Agreement as necessary so that, after making or allowing for all required deductions, withholdings and payments (including deductions, withholdings and payments applicable to additional sums payable under this Section), the Lender receives an amount equal to the sum it would have received had no deductions, withholdings or payments been required, (ii) the Obligor shall make any deductions, withholdings or payments required by law to be made by it and (iii) the Obligor shall timely pay the full amount required to be deducted, withheld or paid to the relevant governmental authority in accordance with applicable law.

8.2 Currency and Place of Payment Payment shall be made in the currency or currencies specified in the demand for payment to the Lender at #388 – 1111 West Hastings Street, Vancouver, British Columbia, V6E 2J3 or another address or account that the Lender may specify by written notice to the Obligor from time to time.

8.3 Currency Indemnity If a judgment or order is rendered by any court or tribunal for the payment of any amount owing to the Lender under or in connection with this Agreement and the judgment or order is expressed in a currency (the "**Judgment Currency**") other than the currency payable under or in connection with this Agreement (the "**Agreed Currency**"), the Obligor shall indemnify and hold the Lender harmless against any deficiency in terms of the Agreed Currency in the amount received by the Lender arising or resulting from any variation as between (a) the rate at which the Agreed Currency is converted into the Judgment Currency for the purposes of the judgment or order, and (b) the rate at which the Lender is able to purchase the Agreed Currency in accordance with normal banking practice with the amount of the Judgment Currency actually received by the Lender on the date of receipt. The indemnity in this Section shall constitute a separate and independent liability from the other liabilities of the Obligor under this Agreement, shall apply irrespective of any indulgence granted by the Lender, and shall be secured by any security held by the Lender from the Obligor.

8.4 Set-Off The Lender and each of its affiliates is authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Lender or affiliate to or for the credit or the account of the Obligor against any and all of the liabilities of the Obligor now or in the future existing under this Agreement, irrespective of whether or not the Lender has made any demand under this Agreement and although those liabilities of the Obligor may be contingent or unmatured or are owed to a branch or office of the Lender different from the branch or office holding any deposit or obligated to the Obligor. The rights of the Lender and its affiliates under this Section 8.4 are in addition to other rights and remedies (including other rights of set-off, consolidation of accounts and bankers' lien) that the Lender or its affiliates may have.

9. NOTICES

9.1 Notices in Writing Any communication to be made under this Agreement shall be made in writing and may be made by letter. Any communication shall be effective when received if during business hours or on the next business day if received outside of business hours.

9.2 Irrevocable Appointment of Agent and Address for Notice. The Obligor hereby nominates and appoints the Borrower as its agent for service which appointment is irrevocable. Service on the Borrower of all notices, legal proceedings or legal process in connection with the Loan (as defined in the Credit Agreement) and the Loan Documents shall be sufficient service on the Obligor. The Borrower's address for notice is Suite 1100, 634 – 6$^{th}$ Avenue S.W., Calgary, Alberta, T2P 0S4.

10. ENTIRE AGREEMENT; SEVERABILITY

10.1 Entire Agreement This Agreement embodies all the agreements between the Obligor and the Lender relating to the guarantee, indemnity contemplated in this Agreement. No party shall be bound by any representation or promise made by any person relating to this

Agreement that is not embodied in it. It is specifically agreed that the Lender shall not be bound by any representation or promise made by the Borrower to the Obligor. Any waiver of, or consent to departure from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Lender, and only in the specific instance and for the specific purpose for which it has been given.

10.2 Severability If, in any jurisdiction, any provision of this Agreement or its application to any circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to other circumstances.

11. DELIVERY OF AGREEMENT

11.1 Counterparts This Agreement may be executed in any number of counterparts and all counterparts taken together shall be deemed to constitute one agreement.

11.2 Delivery To evidence the fact that it has executed this Agreement, the Obligor may send a signed copy of this Agreement or its signature to this Agreement by facsimile transmission or e-mail and the signature sent in that way shall be deemed to be its original signature for all purposes.

11.3 No Conditions Possession of this Agreement by the Lender shall be conclusive evidence against the Obligor that the Agreement was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with. This Agreement shall be operative and binding notwithstanding that it is not executed by any proposed signatory.

11.4 Receipt and Waiver The Obligor acknowledges receipt of a copy of this Agreement. The Obligor waives any notice of acceptance of this Agreement by the Lender. The Obligor also waives the right to receive a copy of any financing statement or financing change statement that may be registered in connection with this Agreement or any verification statement issued with respect to a registration, if waiver is not otherwise prohibited by law. The Obligor agrees that the Lender may from time to time provide information regarding this Agreement and the Obligations to persons that the Lender believes in good faith are entitled to the information under applicable law.

12. GOVERNING LAW

12.1 Governing Law This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the province of Alberta and the laws of Canada applicable in that province, excluding the conflict of law rules of that province.

12.2 Obligor's Exclusive Dispute Resolution Jurisdiction The Obligor agrees that the courts of the province of Alberta have exclusive jurisdiction over any dispute arising from or in relation to this Agreement and the Obligor irrevocably and unconditionally attorns to the exclusive jurisdiction of that province. The Obligor agrees that the courts of that province are the most appropriate and convenient forum to settle disputes and agrees not to argue to the contrary.

12.3 Lender Entitled to Concurrent Jurisdiction Despite Section 12.2, the Lender is permitted to take proceedings in relation to any dispute arising from or in relation to this Agreement in any court of another province or another state with jurisdiction and to the extent allowed by law may take concurrent proceedings in any number of jurisdictions.

13. SUCCESSORS AND ASSIGNS

13.1 Successors and Assigns The Obligor may not assign or transfer all or any part of its liabilities under this Agreement. This Agreement shall enure to the benefit of the Lender and its successors and assigns and be binding on the Obligor and its successors and any permitted assigns.

**IN WITNESS OF WHICH**, the Obligor has duly executed this Agreement.

| | |
|---|---|
| SIGNED, SEALED AND DELIVERED by **PALI BEDI** in the presence of:<br><br>____________________<br>Witness<br><br>DAVID E. PRASOW, Q.C.<br>BARRISTER, SOLICITOR,<br>NOTARY PUBLIC | )<br>)<br>)<br>)<br>)<br>) | ____________________<br>**PALI BEDI** |
| SIGNED, SEALED AND DELIVERED by **TARLOK TATLA** in the presence of:<br><br>____________________<br>Witness<br><br>DAVID E. PRASOW, Q.C.<br>BARRISTER, SOLICITOR,<br>NOTARY PUBLIC | )<br>)<br>)<br>)<br>)<br>) | ____________________<br>**TARLOK TATLA** |

SIGNED, SEALED AND DELIVERED by JASBIR HANS in the presence of:

Witness

DAVID E. PRASOW, Q.C.
BARRISTER, SOLICITOR,
NOTARY PUBLIC

) JASBIR HANS

**SOLO LIQUOR HOLDINGS LTD.**

By: ______________________

Name: Jasbir Hans
Title: President

**SOLO LIQUOR HOLDINGS (2) LTD.**

By: ______________________

Name: Jasbir Hans
Title: President

DAVID E. PRASOW, Q.C.
BARRISTER, SOLICITOR,
NOTARY PUBLIC

SOLO LIQUOR HOLDINGS LTD.
CORPORATE SEAL

SOLO LIQUOR HOLDINGS (2) LTD.
CORPORATE SEAL

**The Guarantees Acknowledgement Act (Alberta)**

**Certificate of Notary Public**

I hereby certify that:

1. Pali Bedi of Calgary, Alberta, the Guarantor in the above Guarantee, appeared before me and acknowledged that he~~/she~~ had executed the Guarantee; and

2. I satisfied myself by examination of him~~/her/~~ that he~~/she~~ is aware of the contents of the Guarantee and understands it.

Given at Calgary, Alberta this 22 day of December, 2017, under my hand and seal of office.

SEAL

A Notary Public in and for the Province of Alberta

DAVID E. PRASOW, Q.C.
BARRISTER, SOLICITOR,
NOTARY PUBLIC

**Statement of Guarantor**

I am the Person named in the certificate. **PALI BEDI**

Signature of Guarantor

VAN01: 4985888: v2

**The Guarantees Acknowledgement Act (Alberta)**

**Certificate of Notary Public**

I hereby certify that:

3. Tarlok Tatla of Calgary, Alberta, the Guarantor in the above Guarantee, appeared before me and acknowledged that he/~~she~~ had executed the Guarantee; and

4. I satisfied myself by examination of him/~~her~~/ that he/~~she~~ is aware of the contents of the Guarantee and understands it.

Given at Calgary, Alberta this 22 day of December, 2017, under my hand and seal of office.

SEAL

A Notary Public in and for the Province of Alberta

DAVID E. PRASOW, Q.C.
BARRISTER, SOLICITOR,
NOTARY PUBLIC

**Statement of Guarantor**

I am the Person named in the certificate. **TARLOK TATLA**

Signature of Guarantor

VAN01: 4985888: v2

## The Guarantees Acknowledgement Act (Alberta)

## Certificate of Notary Public

I hereby certify that:

5. Jasbir Hans of Calgary, Alberta, the Guarantor in the above Guarantee, appeared before me and acknowledged that he/~~she~~ had executed the Guarantee; and

6. I satisfied myself by examination of him/~~her~~/ that he/~~she~~ is aware of the contents of the Guarantee and understands it.

Given at Calgary, Alberta this 22 day of December, 2017, under my hand and seal of office.

SEAL

A Notary Public in and for the Province of Alberta.

DAVID E. PRASOW, Q.C.
BARRISTER, SOLICITOR,
NOTARY PUBLIC

**Statement of Guarantor**

I am the Person named in the certificate. **JASBIR HANS**

Signature of Guarantor

This is Exhibit "J" referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019

Notary Public
In and for the Province of Ontario

Lawrence A. Elliot

**From:** Warren Miller <warren@kbcapital.ca>
**Sent:** March-25-19 8:26 AM
**To:** Bennett, Tiffany; Lemmens, Matti
**Cc:** Stephen Davies
**Subject:** Fwd: Update

FYI below.

KNIGHTSBRIDGE CAPITAL GROUP

**Warren Miller, CFA**

VP, Debt Structuring & Capital Markets | Knightsbridge Capital Group

Suite 388 - 1111 West Hastings St, Vancouver, BC, V6E 2J3

Direct: (778) 657.5321
Main Office: (604) 684.7070
Mobile: (604) 781.4850
Fax: (866) 684.7726
warren@kbcapital.ca
www.knightsbridgegroup.ca



MAYNBRIDGE CAPITAL

KAPX EQUIPMENT FINANCE

Begin forwarded message:

**From:** Warren Miller <warren@kbcapital.ca>
**Subject: Re: Update**
**Date:** March 8, 2019 at 11:31:56 AM PST
**To:** Pali Bedi <pali.bedi@avisonyoung.com>
**Cc:** Stephen Davies <stephen@kbcapital.ca>, "Walker W. MacLeod" <wmacleod@mccarthy.ca>

Pali - is this true, that ATB has now filed mortgages on the Genco properties? This is a bit unsettling for us that you would grant them mortgages, as we even told you that we wanted David off title on our securing properties, which you agreed to. Are the other secured creditors aware of this? If everyone is being granted mortgages on all properties then, naturally, Maynbridge would want the same security package as part of entering into any forbearance agreement. Furthermore, does Solo Liquor own any of their own retail locations that we can take mortgages on?

Notwithstanding that we have no line of sight on the Walden sales process, unclear NOI figures that we are entitled to, the additional mortgage charges, which we have not accounted for in any of our equity calculations for Genco Holdings, has pushed this to the point where it's getting out of hand.

Please clarify the status of ATB/ Crown situation as well our queries on Walden.

Thanks,

**Warren Miller, CFA**

VP, Debt Structuring & Capital Markets | Knightsbridge Capital Group

Suite 388 - 1111 West Hastings St, Vancouver, BC, V6E 2J3

Direct: (778) 657.5321
Main Office: (604) 684.7070
Mobile: (604) 781.4850
Fax: (866) 684.7726
warren@kbcapital.ca
www.knightsbridgegroup.ca



On Mar 8, 2019, at 11:06 AM, MacLeod, Walker W. <wmacleod@mccarthy.ca> wrote:

<image001.png>

**Walker MacLeod**
Partner | Associé
Bankruptcy and Restructuring | Faillite et restructuration
T: 403-260-3710
C: 403-463-1207
F: 403-260-3501
E: wmacleod@mccarthy.ca

**McCarthy Tétrault LLP**
Suite 4000
421 - 7th Avenue SW
Calgary AB T2P 4K9

This is Exhibit "K" referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019

Notary Public
In and for the Province of Ontario

Laurence A. Elliot

JUDICIAL CENTRE OF CALGARY
FILED
MAR 22 2019
CLERK OF THE COURT
Clerk's Stamp

| | |
|---|---|
| COURT FILE NUMBER: | 1901-03879 |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| PLAINTIFF | HSBC BANK CANADA |
| DEFENDANT | GENCO HOLDINGS LTD. |
| DOCUMENT | **RECEIVERSHIP ORDER** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Torys LLP<br>4600 Eighth Avenue Place East<br>525 - Eighth Ave SW<br>Calgary, AB T2P 1G1<br><br>Attention: Kyle Kashuba<br>Telephone: + 1 403.776.3744<br>Fax: +1 403.776.3800<br>Email: kkashuba@torys.com<br>File No. 32613-2049 |

I hereby certify this to be a true copy of the original Order
Dated this 22 day of Mar 2019
for Clerk of the Court

**DATE ON WHICH ORDER WAS PRONOUNCED:** March 22, 2019

**NAME OF JUDGE WHO MADE THIS ORDER:** P. R. Jeffrey

**LOCATION OF HEARING:** Calgary, Alberta

**UPON** the application of HSBC Bank Canada ("**HSBC**") in respect of Genco Holdings Ltd. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Cameron Bailey sworn March 15, 2019, and the Affidavit of Service of Tracy Hutchings sworn March 22, 2019; **AND UPON** reading the consent of Ernst & Young Inc. to act as receiver and manager ("**Receiver**") of the Debtor, filed; **AND UPON** hearing counsel for HSBC, counsel for the proposed Receiver and all other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT**:

## SERVICE

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

2. The application, as it relates to the property with the following legal description, referred to as the "**160 Acres Lands**":

> THE NORTH EAST QUARTER OF SECTION 9
> TOWNSHIP 26
> RANGE 1
> WEST OF THE FIFTH MERIDIAN
> CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
> EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY
> 1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES)
> MORE OR LESS
> EXCEPTING THEREOUT ALL MINES AND MINERALS
>
> - and -
>
> MERIDIAN 5 RANGE 1 TOWNSHIP 26
> SECTION 9
> THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET
> OF THE NORTH EAST QUARTER
> CONTAINING 40 ACRES MORE OR LESS
> EXCEPTING THEREOUT ALL MINES AND MINERALS

is adjourned *sine die.*

## APPOINTMENT

3. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, Ernst & Young Inc. is hereby appointed Receiver, without security, of all of the Debtor's right, title and interest in and to the following real properties:

(a) The property with the following legal description, referred to as the "**634 Lands**":

> ALL MINES AND MINERALS WITHIN, UPON OR UNDER:
> PLAN SA1
> BLOCK 29
> LOTS 37 & 38
>
> CONDOMINIUM PLAN 1610979
> UNIT 5
> AND 382 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
> EXCEPTING THEREOUT ALL MINES AND MINERALS
>
> CONDOMINIUM PLAN 1610979
> UNIT 6
> AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
> EXCEPTING THEREOUT ALL MINES AND MINERALS
>
> CONDOMINIUM PLAN 1610979

UNIT 7
AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 8
AND 522 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 9
AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 14
AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 15
AND 502 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 16
AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 17
AND 502 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 18
AND 486 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 20
AND 527 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 21
AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

as well as all of its present and after acquired personal property, of whatsoever kind and wheresoever situate, relating to, used in, on or in connection with the foregoing real property described as the 634 Lands (the "**Property**").

## RECEIVER'S POWERS

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following, with specific regard to, and in connection with the Property, where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate and carry on the business of the Debtor relating to the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

   (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

   (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor that is conducted on the Property or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor that relate to the Property and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtor that relates to the Property;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

(k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

    (i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

    (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 shall not be required;

(m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to direct the Registrar of Land Titles of Alberta, or any other similar government authority register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any similar provincial enactment;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor; and

(q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

5. (i) The Debtor, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the

existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor related to the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

## NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

## NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. No Proceeding against or in respect of: (i) the Debtor in relation to the Property; or (ii) the Property, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of: (i) the Debtor in relation to the Property; or (ii) the Property, are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

## NO EXERCISE OF RIGHTS OF REMEDIES

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

## NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor in relation to the Property, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

## CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtor in relation to the Property or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor in relation to the Property are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements

provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor employed at, or in connection with, the Property, shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47 ("**WEPPA**").

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order;

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order; or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

## LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, section 14.06, 81.4(5) or 81.6(3) of the BIA.

## RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements incurred prior to and after the date of this Order, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.

20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

## ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

## GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding the same not including an original signature.

28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor' estates with such priority and at such time as this Court may determine.

32. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice (or such other time as the Court in its discretion may allow) to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

**FILING**

33. The Receiver shall establish and maintain a website in respect of these proceedings at www.ey.com/ca/genco and shall post there as soon as practicable:

(a) all materials prescribed by statue or regulation to be made publically available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

34. Consent to this Order may be provided by facsimile, PDF, or other electronic means.

"P.R. Jeffrey"

Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. ______________________

AMOUNT $ ______________________

1. THIS IS TO CERTIFY that Ernst & Young Inc., the receiver and manager (the "**Receiver**") of all of Genco Holdings Ltd.'s right, title and interest in and to the following real properties:

   (a) The property with the following legal description, referred to as the "**634 Lands**":

      ALL MINES AND MINERALS WITHIN, UPON OR UNDER:
      PLAN SA1
      BLOCK 29
      LOTS 37 & 38

      CONDOMINIUM PLAN 1610979
      UNIT 5
      AND 382 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      CONDOMINIUM PLAN 1610979
      UNIT 6
      AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      CONDOMINIUM PLAN 1610979
      UNIT 7
      AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      CONDOMINIUM PLAN 1610979
      UNIT 8
      AND 522 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      CONDOMINIUM PLAN 1610979
      UNIT 9
      AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
      EXCEPTING THEREOUT ALL MINES AND MINERALS

      CONDOMINIUM PLAN 1610979
      UNIT 14
      AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
      EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 15
AND 502 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 16
AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 17
AND 502 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 18
AND 486 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 20
AND 527 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1610979
UNIT 21
AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

as well as all of its present and after acquired personal property, of whatsoever kind and wheresoever situate, relating to, used in, on or in connection with the foregoing real property described as the 634 Lands (the "**Property**"), appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the ___ day of ____________, 2019 (the "**Order**") made in action number 1901-03879, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_________, being part of the total principal sum of $_______________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _______ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the

Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of ________________, 20__.

Ernst & Young Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______________________________
Name:
Title:

This is Exhibit “L” referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019

Notary Public
In and for the Province of Ontario

Lawrence A. Elliot

MAYNBRIDGE
CAPITAL

February 28, 2019

**VIA EMAIL AND COURIER**

File No.: 7036-01

GENCO (WALDEN) LTD., as Borrower
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

GENCO HOLDINGS LTD., as Borrower
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

PALI BEDI, as Personal Guarantor
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

TARLOK TATLA, as Personal Guarantor
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

JASBIR HANS, as Personal Guarantor
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

SOLO LIQUOR HOLDINGS LTD., as Corporate Guarantor
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

SOLO LIQUOR HOLDINGS (2) LTD., as Corporate Guarantor
Ste. 1100, 634 6 Ave SW
Calgary, AB T2P 0S4

Dear Sirs:

**Re: Demand for Payment pursuant to the Credit Agreement dated December 22, 2017 between Genco (Walden) Ltd. and Genco Holdings Ltd. (the "Debtor"), as borrower and Maynbridge Capital Inc. (the "Creditor"), as lender (the "Credit Agreement")**

---

This is to inform you that the Debtor's acknowledgement that they will not be able to pay indebtedness when due under the Credit Agreement within 2 business days of the due date, the request for forbearance and the commencement of a sales process of the Walden Landing Lands

MAYNBRIDGE
CAPITAL

and Genco 608 Lands constitute Events of Default pursuant to Sections 17.1(a), (c) and (h) of the Credit Agreement.

Based on the foregoing and the terms of the Credit Agreement, we hereby declare the Debtor to be in default and all obligations thereunder and under the related documents, including, without limitation, the Guarantees provided by each of the Personal Guarantors and Corporate Guarantors (the "Guarantors") listed above, are immediately due and payable by the Debtor and the aforesaid Guarantors.

As at February 27, 2019, the current outstanding balance under the Credit Agreement is $18,133,150.69. We hereby demand immediate payment in full of the outstanding balance under the Credit Agreement plus any additional penalties and interest.

Please be advised that in addition to the foregoing, we reserve the right to exercise any additional right or remedy we have under the Credit Agreement, at law or in equity.

Kindly be advised that unless payment is made to Maynbridge Capital Inc., by cash, money order or certified funds within ten (10) days of the date of this demand letter, we will take whatever action is necessary to recover the amounts due and owing.

All capitalized terms used but not defined herein will have the meanings given to them pursuant to the Credit Agreement. Please govern yourselves accordingly.

**MAYNBRIDGE CAPITAL INC.**

Name: Stephen Davies
Title: SVP and Chief Risk Officer

This is Exhibit "M" referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019

Notary Public
In and for the Province of Ontario

Lawrence A. Elliot

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

To: Genco Holdings Ltd., an insolvent person,

Take notice that:

1. Maynbridge Capital Inc., a secured creditor, intends to enforce its security on the insolvent person's property described below:
   (a) All present and after-acquired Personal Property of Genco Holdings Ltd., including all accessions, attachments, enhancements, accessories, additions improvements or replacements thereto and all proceeds thereof, as more particularly described in the General Security Agreement dated the 22nd day of December 2017, granted by Genco Holdings Ltd. in favour of Maynbridge Capital Inc.; and
   (b) A first priority security interest in the real properties located at 608 7th Street SW, Calgary, Alberta, and 735 6th Avenue SW, Calgary, Alberta, including all additions, parts, improvements, replacements, and accessories and all proceeds thereof, as more particularly described in the Collateral Mortgage dated the 22nd day of December 2017, granted by Genco Holdings Ltd. in favour of Maynbridge Capital Inc.

2. The security that is to be enforced is referred to in Section 1 herein, in the form of the General Security Agreement and all specific security registrations on the Equipment detailed in the Master Lease Agreement and the Collateral specified in the General Security Agreement.

3. The total amount of indebtedness secured by the security is CDN $18,133,150.69, as of February 27, 2019.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Ottawa this 1st day March 2019.

Maynbridge Capital Inc.

Name: Stephen Davies
Title: SVP and Chief Risk Officer

**FORM 86**

**NOTICE OF INTENTION TO ENFORCE SECURITY**

**(Rule 124)**

To: Genco (Walden) Ltd., an insolvent person,

Take notice that:

1. Maynbridge Capital Inc., a secured creditor, intends to enforce its security on the insolvent person's property described below:
   (a) All present and after-acquired Personal Property of Genco (Walden) Ltd., including all accessions, attachments, enhancements, accessories, additions improvements or replacements thereto and all proceeds thereof, as more particularly described in the General Security Agreement dated the 22nd day of December 2017, granted by Genco (Walden) Ltd. in favour of Maynbridge Capital Inc.; and
   (b) A first priority security interest in the real property located at 19605 Walden Blvd SE, Calgary, Alberta, including all additions, parts, improvements, replacements, and accessories and all proceeds thereof, as more particularly described in the Collateral Mortgage dated the 22nd day of December 2017, granted by Genco (Walden) Ltd. in favour of Maynbridge Capital Inc.

2. The security that is to be enforced is referred to in Section 1 herein, in the form of the General Security Agreement and all specific security registrations on the Equipment detailed in the Master Lease Agreement and the Collateral specified in the General Security Agreement.

3. The total amount of indebtedness secured by the security is CDN $18,133,150.69, as of February 27, 2019.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Ottawa this 1ST day March 2019.

Maynbridge Capital Inc.

Name: Stephen Davies
Title: SVP and Chief Risk Officer

This is Exhibit “N” referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019

Notary Public
In and for the Province of Ontario

Lawrence A. Elliott

| | | |
|---|---|---|
| COURT FILE NUMBER | **1901-** | Clerk's Stamp |
| COURT | COURT OF QUEEN'S BENCH OF ALBERTA | |
| JUDICIAL CENTRE | Calgary | |
| PLANTIFF | **MAYNBRIDGE CAPITAL INC.** | |
| DEFENDANTS | **GENCO HOLDINGS LTD., GENCO (WALDEN) LTD., PALI BEDI, TARLOK TATLA, JASBIR HANS, SOLO LIQUOR HOLDINGS LTD. and SOLO LIQUOR STORES LTD.** | |
| DOCUMENT | **CONSENT TO ACT** | |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Matti Lemmens<br>Borden Ladner Gervais LLP<br>1900, 520 3rd Ave. S.W.<br>Calgary, AB T2P 0R3<br>Telephone: (403) 232.9511<br>Facsimile: (403) 266.1395<br>Email: mlemmens@blg.com<br>File No. 562354.000006 | |

Ernst & Young Inc., a trustee within the meaning of subsection 2(a) of the *Bankruptcy and Insolvency Act* (Canada), does hereby consent to its appointment as Receiver and Manager of Genco (Walden) Ltd. and Genco Holdings Ltd.

DATED at the City of Calgary, in the Province of Alberta, this 25th day of March, 2019.

**ERNST & YOUNG INC.**

**Per:** ______________________
Peter Chisholm, CPA, CIRP, LIT
Vice President