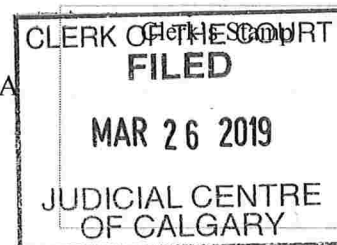


COURT FILE NUMBER 1901- 04336
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary
PLANTIFF MAYNBRIDGE CAPITAL INC.
DEFENDANTS GENCO HOLDINGS LTD., GENCO
(WALDEN) LTD., PALI BEDI, TARLOK
TATLA, JASBIR HANS, SOLO LIQUOR
HOLDINGS LTD. and SOLO LIQUOR
STORES LTD.



DOCUMENT APPLICATION FOR
APPOINTMENT OF RECEIVER
(COMMERCIAL LIST)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT
Matti Lemmens
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232.9511
Facsimile: (403) 266.1395
Email: mlemmens@blg.com
File No. 562354.000006

NOTICE TO RESPONDENT

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	March 28, 2019
Time	2:00 p.m.
Where	The Calgary Courts Centre, 601-5 th Street SW, Calgary, Alberta
Before Whom	The Honourable Justice D. B. Nixon

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. The Applicant, Maynbridge Capital Inc. ("**Maynbridge**") seeks an Order for the following relief:
 - (a) Abridging the time for service of notice of this Application and deeming service of this Application together with all supporting materials to be good and sufficient;
 - (b) Appointing Ernst & Young Inc. ("**EY**") as the receiver and manager of Genco (Walden) Ltd. ("**Walden**") and Genco Holdings Ltd. ("**Genco**") by way of an order in substantially the same form as the Receivership Order attached hereto as **Schedule "A"**;
 - (c) Costs of this Application to Maynbridge, on a solicitor and his own client, full indemnity basis; and
 - (d) Such further and other relief as counsel may advise and this Honourable Court may deem just in the circumstances.

Grounds for making this application:

2. Genco and Walden (collectively, the "**Borrower**") are, as far as Maynbridge is aware, corporations incorporated in the Province of Alberta, with registered offices located in Calgary, Alberta.
3. Solo Liquor Holdings Ltd. ("**SLH**") and Solo Liquor Stores Ltd. ("**SLS**"), the latter being the successor by amalgamation of Solo Liquor Holdings (2) Ltd. ("**SLH2**"), are, as far as Maynbridge is aware, corporations incorporated in the Province of Alberta, with registered offices located in Calgary, Alberta.
4. Pali Bedi ("**Bedi**"), Tarlok Tatla ("**Tatla**") and Jasbir Hans ("**Hans**"), are, as far as Maynbridge is aware, individuals residing in the Province of Alberta. All three of Bedi, Tatla and Hans are listed as directors for Genco, Walden, SLH and SLS.
5. Maynbridge provided a loan in a single advance in the principal amount of \$18,000,000 (the "**Loan**") to the Borrower pursuant to a Credit Agreement dated December 22, 2017 (the "**Credit Agreement**"), which has been guaranteed by SLH and SLH2 (the "**Corporate Guarantors**"), and by Bedi, Tatla and Hans, in their personal capacity (the "**Individual Guarantors**").
6. The Loan was secured by various security agreements and a collateral mortgage including, without limitation, as follows:

- (a) General Security Agreements dated December 22, 2017 granted by each of Genco and Walden, respectively, to Maynbridge (the “**Genco GSA**” and the “**Walden GSA**”, respectively) pursuant to which each of Genco and Walden pledged

- (i) all of its present and after acquired personal property, except any consumer goods, and
- (ii) a floating charge over all of its interest in personal, real, immovable and leasehold property, including without limitation, all fixtures, crops and improvements, both present and future

as collateral security for all outstanding obligations owed by Genco and Walden, respectively, to Maynbridge;

- (b) Collateral Mortgage dated December 22, 2017 (the “**Collateral Mortgage**”) pursuant to which the Borrower pledged a collateral mortgage to Maynbridge in the principal amount of \$18,000,000 and registered the following real properties:

- (i) CONDOMINIUM PLAN 1711606
UNITS 1, 6, and 7
AND ALL APPLICABLE UNDIVIDED ONE TENTH THOUSANDTHS
SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the “**Walden Lands**”),

- (ii) CONDOMINIUM PLAN 9410576
UNITS 1 – 6, INCLUSIVE
AND ALL APPLICABLE UNDIVIDED ONE TENTH THOUSANDTH
SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS, and

- (iii) PLAN A1
BLOCK 33
THE NORTH HALVES OF LOTS 1 AND 2 AND ALL OF LOTS 3 AND 4

(the lands described in subparagraphs 6(b)(ii) and 6(b)(iii) herein are collectively referred to as the “**Genco Lands**”);

- (c) General Assignment of Rents and Leases dated December 22, 2017 in respect of the Walden Lands and the Genco Lands; and

- (d) Guarantee and Indemnity dated December 22, 2017 (the “**Guarantee**”) pursuant to which the Corporate Guarantors and the Individual Guarantors unconditionally guaranteed all obligations owed by the Borrower to Maynbridge

(collectively, the “**Security**”).

- 7. Among other things, the Security provided that the Borrower would reimburse Maynbridge for all costs and expenses, including legal fees on a solicitor and his own client, full indemnity basis, incurred by Maynbridge in the protection or enforcement of the rights, remedies and powers of Maynbridge thereunder.

Defaults

- 8. The Borrower has defaulted under the terms of the Credit Agreement and the Security, including without limitation, as follows:
 - (a) The Borrower has failed to repay balances due and owing under the Loan as they come due. In particular, the Borrower has failed to make payment in the amount of \$138,082.19, due on March 1, 2019;
 - (b) Walden has granted a subsequent mortgage over the Walden Lands in favour of a third party without obtaining the prior written consent of Maynbridge;
 - (c) Genco had granted a subsequent mortgage and/or a land charge over all its real property, including the Genco Lands, in favour of third parties without obtaining the prior written consent of Maynbridge;
 - (d) Walden has permitted the accrual of substantial property tax arrears with respect to the Walden Lands;
 - (e) The Borrower, the Corporate Guarantors and the Individual Guarantors have failed to meet their financial reporting covenants including, *inter alia*, with respect to provision of:
 - (i) financial information of the Borrower, the Corporate Guarantors and the Individual Guarantors, and
 - (ii) updated environmental and remedial reports, and geotechnical report, respecting the Walden Lands;

- (f) Despite requiring prior written approval of Maynbridge for the sale of the Walden Lands and the Genco Lands, the Borrower had listed these properties for sale without informing Maynbridge of its intention to market same;
 - (g) Maynbridge has repeatedly requested information with respect to, *inter alia*, the sale process, the collection of rents and administration of property expenses with respect to the Walden Lands and the Genco Lands, Maynbridge's assignment of rents with respect to same, and the Borrower's standing with the Canada Revenue Agency and municipal property tax. While Maynbridge was advised, in or around September 2018, that the Borrower had no outstanding CRA obligations, Maynbridge has only received incomplete information in response to its information requests to date; and
 - (h) EY has been appointed as receiver over certain of Genco's real property on March 22, 2019.
- 9. Given the above noted defaults, Maynbridge is at liberty to enforce its rights, including seeking the appointment of a receiver.
 - 10. As a result of the events of default, on or about February 28, 2019, Maynbridge issued demand for repayment to each of Genco, Walden, the Corporate Guarantors and the Individual Guarantors.
 - 11. Furthermore, on or about March 1, 2019, Maynbridge issued to each of Genco and Walden a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.
 - 12. Maynbridge has significant concerns about the Borrower's ability to operate as a going concern, and about management's continued control of the business and operations, and its ability to address the indebtedness owing to Maynbridge in a proper manner.
 - 13. As of March 25, 2019, the Defendants owed Maynbridge a total of \$18,257,346.29, together with interest, costs and fees continuing to accrue (the "**Indebtedness**"), pursuant to the Credit Agreement. No payment has been made by any of the Defendants or otherwise to satisfy any of the Indebtedness, nor have the Defendants presented Maynbridge with any alternative plan or financing to address the Indebtedness.

Appointment of Receiver

14. Given the serious deterioration of the financial condition of the Borrower, the receivership granted by this Court over certain of Genco's real property, and the lack of transparency of the Borrower's dealings, Maynbridge has significant concern that letting management maintain control will cause value to further erode, and potential priority payables to accrue. Among other concerns, Maynbridge is concerned that funds belonging to Walden may be used to satisfy other obligations of Genco. Furthermore, Maynbridge is concerned about the potential improper use of the rents collected for the Walden Lands and over potential enforcement action by the municipality.
15. The only efficient way of preserving and realizing upon the assets in an orderly manner that preserves value for Maynbridge and other interested parties, and without incurring any potential payment obligations ranking in priority to Maynbridge, is through the appointment of a receiver.
16. In light of the above noted defaults, and given the insolvency of the Borrower, the limited receivership over certain of Genco's real property, and the collection of rents for the Walden property due April 1, 2019, the within Application is of an urgent nature.
17. The appointment of EY as receiver and manager of Genco and Walden is just, equitable and convenient, and necessary to preserve Maynbridge's security.
18. EY has consented to act as receiver and manager of Walden and Genco.
19. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

20. All pleadings and proceedings, including the Statement of Claim, filed in the within Action;
21. The Affidavit of Stephen Davies sworn March 25, 2019;
22. The Affidavit of Service, if any;
23. The Consent to Act as Receiver executed by a duly authorized representative of EY;
24. The proposed form of Receivership Order, attached hereto as Schedule "A"; and
25. Such other material or evidence as counsel may advise and this Honourable Court permit.

Applicable rules:

26. *Alberta Rules of Court*, AR 124/2010, and in particular Part 1, Rules 6.3, 6.9, 11.27 and 11.29.
27. *Bankruptcy and Insolvency General Rules*, CRC 1978, c 368, and in particular Rules 3, 6, 9 and 13.

Applicable Acts and regulations:

28. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and in particular section 47 and Part XI.
29. *Judicature Act*, RSA 2000, c J-2, s 13.

Any irregularity complained of or objection relied on:

30. None.

How the application is proposed to be heard or considered:

31. In person, before the Honourable Justice D. B. Nixon, on affidavit evidence with some or all of the parties present.

WARNING

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

SCHEDULE "A"
RECEIVERSHIP ORDER

COURT FILE NUMBER **1901-**
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 **RECEIVERSHIP ORDER**

Clerk's Stamp

ADDRESS FOR SERVICE AND Matti Lemmens
CONTACT INFORMATION OF Borden Ladner Gervais LLP
PARTY FILING THIS 1900, 520 3rd Ave. S.W.
DOCUMENT Calgary, AB T2P 0R3
 Telephone: (403) 232.9511
 Facsimile: (403) 266.1395
 Email: mlemmens@blg.com
 File No. 562354.000006

DATE ON WHICH ORDER WAS PRONOUNCED: **March 28, 2019**

LOCATION WHERE ORDER WAS PRONOUNCED: **Calgary, Alberta**

NAME OF JUSTICE WHO MADE THIS ORDER: **The Honourable Justice D. B. Nixon**

UPON the Application of Maynbridge Capital Inc. ("**Maynbridge**"), in respect of Genco Holdings Ltd. and Genco (Walden) Ltd. (collectively referred to herein as the "**Debtor**"); **AND UPON** having read the Application and the Affidavit of Stephen Davies, sworn on March 25, 2019, filed; **AND UPON** having read the consent of Ernst & Young Inc. to act as receiver and receiver-manager (the "**Receiver**") of the Debtor, filed; **AND UPON** hearing counsel for Maynbridge and Ernst & Young Inc., and any other interested party present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7, Ernst & Young Inc. is hereby appointed Receiver, without security, of all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER’S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part 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, or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$200,000, 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*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory 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 register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or

making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be

commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further provided that nothing in this Order shall:

- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, 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, except with the written consent of the Debtor and the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services,

centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor 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 shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge

(the “**Receiver’s Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for their professional fees and disbursements, incurred at the normal rates and charges of the Receiver and such counsel, 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.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. 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

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. 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 that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

31. 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.
32. 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, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at www.ey.com/ca/gencoandwalden and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
and

(b) posting a copy of this Order on the Receiver's Website,

and service on any other person is hereby dispensed with.

36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Ernst & Young Inc., the receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Genco Holdings Ltd. and Genco (Walden) Ltd. appointed by Order of the Court of Queen's Bench of Alberta (the "**Court**") dated the _____ day of March, 2019 (the "**Order**") made in action number 1901-_____, 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 the 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 (as defined in the Order), 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 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 defined in the Order) 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 _____, 2019

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: