

COURT FILE NUMBER 2203 12106
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ATB FINANCIAL
DEFENDANT(S) 1719091 ALBERTA
LTD, CLEARWATER RADIATOR INC,
EDGEWOOD PRODUCTS
DOCUMENT AFFIDAVIT



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Box Rocky Mountain House, Alberta T4T2A3
*403-847-8370
mike@edgewoodproducts.ca*

AFFIDAVIT OF

Sworn (or Affirmed) on October 21, 2024

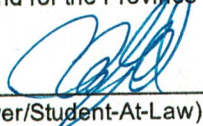
I, Michael David Coe, of Alberta,

1. I Michael David Coe is of age of majority and of sound mind
2. I Declare that I was not given sufficient notice for Hearing scheduled in Calgary on October 17,2024 and could not defend myself at Hearing. DEFENDANT has a right to defend such Actions.
3. I Declare there is No Contract or Consent
4. I Declare upon Demand on October 17.2024 there was No proof of Authority or Jurisdiction provided.
5. To my understanding the order presented on October 17,2024 @ approx 4:15 pm has No Clerk Stamp or Seal from Justice R.W. Armstrong
6. I Declare upon Demand BDO did not provide Identification on October 17,2024.
7. I Declare on October 17,2024 @ approx 4:15 pm BDO and its Agents cut off locks to Federal Licensed Facility and drilled out locks of doors and took possession of all cannabis and property of DEFENDANT
8. I Declare the DEFENDANT was threatened by R.C.M.P to vacate Private Property or be Arrested, DEFENDANT left under Duress, No Contract , No Consent
9. DEFENDANT has lost valuable revenue of having No Access to cannabis to ship for Export on October 18,2024 Approx 300k to Europe.
10. I Decare it is an Emergency to attend to the living plants at the Facility as there is over 20 yrs of Scientific Research to create the unique strains of cannabis for medicine. These are very rare strains that are sought after around the world.
11. I Michael David Coe require a Cease and desist ORDER , or a Stay of Proceedings on the ORDER granted on October 17,2024 by R.W. Armstrong.
12. Exhibit A ORDER granted by R.W. Armstrong on October 17,2024 in Calgary Alberta.

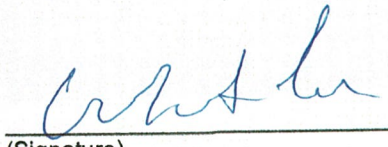
Edmonton
SWORN (OR AFFIRMED) BEFORE ME at [City],
Alberta, this [Date] day of [Month], 20[Year].

21 October 24

Commissioner for Oaths in and for the Province
of Alberta



(Print Name and Expiry/Lawyer/Student-At-Law)



(Signature)



(Print Name)

ANTHONY SEMENKO
A Commissioner for Oaths
in and for Alberta
My Commission Expires February. 24. 2026

Appointment Pursuant to section 243(1) of the Bankruptcy and Insolvency Act, RSC 1985, c. B-3 (the "BIA"), and sections 13(2) of the Judicature Act, RSA 2000, c. J-2, 99(a) of the Business Corporations Act,

Service 1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

DECLARED THAT: UPON the application of ATB Financial ("ATB") in respect of 1719091 Alberta Ltd. (the "Debtor"); AND UPON having read the Application, the Affidavit of Yan Fong; and the Affidavit of Service of Sandra Gmeiner, filed; AND UPON reading the consent of BDO Canada Limited ("BDO") to act as receiver (the "Receiver") of the Debtor, filed; AND UPON hearing counsel for ATB and counsel for the proposed Receiver and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND

NAME OF JUSTICE WHO GRANTED THIS ORDER: Justice R.W. Armstrong

LOCATION OF HEARING: Calgary Courts Centre, Calgary, Alberta

DATE ON WHICH ORDER WAS PRONOUNCED: October 17, 2024

FILED THIS DOCUMENT INFORMATION OF PARTY AND CONTACT ADDRESS FOR SERVICE

ANTHONY SEMENKO in and for Alberta A Commissioner for Oaths My Commission Expires February 24, 2026

DOCUMENT

RESPONDENT(S)

APPLICANT(S)

JUDICIAL CENTRE

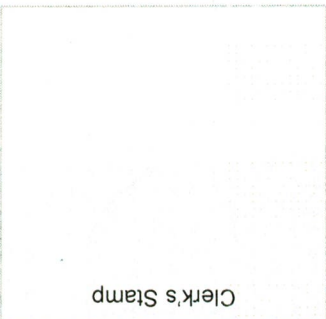
COURT

COURT FILE NUMBER

Dentons Canada LLP 2500 Stantec Tower 10220 - 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7219 Fax. (780) 423-7216 File No.: 405525-2027 Lawyer: Tom Gusa

RECEIVERSHIP ORDER and MICHAEL DAVID COE RADIATOR INC., EDGEWOOD PRODUCTS INC. 1719091 ALBERTA LTD., CLEARWATER ATB FINANCIAL EDMONTON COURT OF KING'S BENCH OF ALBERTA

This is Exhibit "A" referred to in the Affidavit of Michael Goe Sworn before me this October 17, 2024 A.D., 2024 day A Commissioner for Oaths for Alberta



Clerk's Stamp

RSA 2000, c. B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7, BDO 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, and specifically including but not limited to the real property legally described as:

PLAN 1224449
BLOCK 2
LOT 12
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.853 HECTARES (2.11 ACRES) MORE OR LESS
(the "Lands")

but excluding the Excluded Assets as defined herein (collectively the "Property").

3. For greater certainty, the Property shall specifically not include, and the Receiver shall not take possession of, nor be deemed to take possession of, any of the Debtor's assets, or any assets located upon or within the buildings located upon the Lands, for which any permit or license is issued or may be issued in accordance or connection with the following or similar legislation (collectively, the "Controlled Substances Legislation"):

- (a) the *Excise Tax Act*, 2001, SC 2002, c. 22;
- (b) the *Cannabis Act*, SC 2018, c. C 16;
- (c) the *Gaming, Liquor and Cannabis Act*, RSA 2000, c. G-1;
- (d) the *Cannabis Control (Saskatchewan) Act*, SS 2018, c. C-2.111; and
- (e) the *Ontario Cannabis Retail Corporation Act*, 2017, SO 2017, c. 26, Sch 1,

which shall include any controlled substances subject to the Controlled Substances Legislation and the Receiver shall not be deemed to be in possession of any Property within the meaning of the Controlled Substances Legislation (the "Excluded Assets").

Approval of the Cannabis Destruction Protocol

4. The Receiver is authorized and directed to enter into any contracts or agreements with accredited third party service providers (each a "Destruction Contractor") pertaining to the licensed destruction of the Excluded Assets.

5. The protocol for the destruction of the Excluded Assets, as set out in any contract or agreement between the Receiver and a Destruction Contractor, is hereby approved.

6. It is hereby declared that the Receiver, by performing its obligations under the contact or agreement with the Destruction Contractor, shall not have taken possession of, nor be deemed to have taken possession of, the Excluded Assets.

Receiver's Powers

7. 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, which shall include the Receiver's ability:

- i. to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable; and
- ii. upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by a regulator empowered under the Controlled Substances Legislation, or any other similar government authority;

(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;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

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;

i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and

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

(l)

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

(k)

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

(j)

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

(i)

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

(h)

to settle, extend or compromise any indebtedness owing to or by the Debtor;

(g)

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

(f)

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, including the Debtor, and without interference from any other Person (as defined below).

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

(s) with the Court's approval, to assign the Debtor into bankruptcy, and to act as the Trustee in Bankruptcy of the Debtor; and

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(b) 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;

(d) 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;

(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;

(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;

(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;

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

11.

disclosure.

or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication shall require the delivery of Records, or the granting of access to Records, which may not be relating thereto, provided however that nothing in this paragraph or in paragraph 11 of this Order Receiver unfettered access to and use of accounting, computer, software and physical facilities the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to computer tapes, computer disks or other data storage media containing any such information (the information of any kind related to the business or affairs of the Debtor, and any computer programs, securities, contracts, orders, corporate and accounting records, and any other papers, records and All Persons shall forthwith advise the Receiver of the existence of any books, documents,

10.

maintaining possession) to the Receiver upon the Receiver's request. deliver all such Property (excluding Property subject to liens the validity of which is dependent on control, shall grant immediate and continued access to the Property to the Receiver, and shall shall forthwith advise the Receiver of the existence of any Property in such Person's possession or notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") other individuals, firms, corporations, governmental bodies or agencies, or other entities having legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all 9. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants,

9.

Duty to Provide Access and Co-operations to the Receiver

Canadian Mounted Police in connection with the execution of this Order. Police should they deem such assistance necessary, and request such assistance from the Royal The Receiver and its agents may solicit and obtain the assistance of the Royal Canadian Mounted

8.

18. 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

Receiver to Hold Funds

ordered by this Court.

upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be in accordance with the payment practices of the Debtor, or such other practices as may be agreed charges for all such goods or services received after the date of this Order are paid by the Debtor numbers, internet addresses and domain names, provided in each case that the usual prices or shall be entitled to the continued use of its current premises, telephone numbers, facsimile or exercising any other remedy provided under such agreements or arrangements. The Debtor suspending or terminating the supply of such goods or services as may be required by the Debtor are hereby restrained until further order of this Court from discontinuing, altering, interfering with,

payroll services, insurance, transportation, services, utility or other services to the Debtor, computer software, communication and other data services, centralized banking services, oral or written agreements or arrangements with the Debtor, including without limitation all

(a) statutory or regulatory mandates for the supply of goods and/or services; or

17. All persons having:

Continuation of Services

leave of this Court.


16. 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

No Interference with the Receiver

the first available opportunity.

15. 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

41. 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 King's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT

\$

1. THIS IS TO CERTIFY that _____, the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of _____ appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta (collectively, the "Court") dated the _____ day of _____, 20____ (the "Order") made in action numbers 2301-[•], 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 \$[•] that 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 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] 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 *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 [Address].

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 _____, 2023

_____ solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per:

Name:

Title:

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

19. 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*, SC 2005, c.47 ("WEPPA").

20. 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.

Limitations on Environmental Liabilities

21. 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 willful 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.

22. Except for gross negligence or willful 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.

Limitation on the Receiver's Liability

- 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
 - !!!. 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.
 - 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. 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;
 - 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;
- 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.

(c)

Receiver's Accounts

23. 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 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.

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

25. 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

26. 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 \$500,000 (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.

27. 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.

36. 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

Order.

35. 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

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

33. 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.

of its powers and duties hereunder.

32. The Receiver may from time to time apply to this Court for advice and directions in the discharge

General

assets comprising the Property

31. 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

Allocation

further approval of this Court.

30. The Receiver shall be authorized 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

Certificates.

29. 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.

Order.

28. 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

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.

37. 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.

38. 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

39. The Receiver shall establish and maintain a website in respect of these proceedings at www.bdo.ca/dedgewood (the "Receiver's Website") and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publicly 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.

40. 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.