



COURT FILE NUMBER **1501-15223**

COURT COURT OF QUEEN’S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF(S) **CENTURY SERVICES LP by its general partner
CENTURY SERVICES INC.**

DEFENDANT(S) **CHRIS MECHANICAL SERVICES LTD., DUFFY
BUILDING CORPORATION and DUFFY HOLDINGS
LTD.**

DOCUMENT **Receiver’s Certificate**

ADDRESS FOR SERVICE **Fasken Martineau DuMoulin LLP**
AND CONTACT Barristers & Solicitors
 3400 First Canadian Centre
INFORMATION OF PARTY 350 - 7 Avenue S.W.
 Calgary, AB T2P 3N9

FILING THIS DOCUMENT **Attention: Travis Lysak**
 Telephone: (403) 261-5350
 Facsimile: (403) 261-5351
 Email: tlysak@fasken.com
 File No.: 303718.00002

RECITALS

- A. Pursuant to an Order of the Honourable Justice C. M. Jones of the Court of Queen’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated December 18, 2015, FTI Consulting Canada Inc. was appointed as the receiver (the “**Receiver**”) of assets, properties and undertakings of Chris Mechanical Services Ltd., Duffy Building Corporation and Duffy Holdings Ltd. (collectively the “**Debtors**”).
- B. Pursuant to an Order of the Court dated February 27, 2017, the Court approved the Offer to Purchase made as of February 17, 2017 (the “**Purchase Agreement**”) between the Receiver and Century Services Corp. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Property, which vesting is to be effective with respect to the Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) that to the satisfaction of the Receiver, the set off against, and reduction of, the Indebtedness by the amount of the Purchase Price; and; (ii) that the conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Purchase Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has provided to the Receiver evidence, to the satisfaction of the Receiver, of the set off against, and reduction of, the Indebtedness by the amount of the Purchase Price;
2. The conditions to closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee);
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at Calgary on April 4/2017, 2017.

FTI Consulting Canada Inc., in its capacity as Receiver of the assets, properties and undertakings of Chris Mechanical Services Ltd., Duffy Building Corporation and Duffy Holdings Ltd., and not in its personal capacity.

Per:  _____

Name: Dustin Olver

Title: Managing Director