



COURT FILE NO. 1801 - 06578  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANTS MAYNARDS FINANCIAL LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, MAYNARDS CAPITAL INC.  
RESPONDENTS CLAYTON CONSTRUCTION CO. LTD., GLENN ALLAN CLAYTON, AND JOHN JAMES CLAYTON

DOCUMENT APPROVAL AND VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**BLAKE, CASSELS & GRAYDON LLP**  
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File Ref.: 79294/12

I hereby certify this to be a true copy of the original Order  
Dated this 01 day of August 2018  
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: August 1, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

LOCATION WHERE ORDER WAS PRONOUNCED: Madam Justice K. Eidsvik

UPON the application (the "**Application**") by FTI Consulting Canada Inc., in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Clayton Construction Co. Ltd. (the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement (the "**Sale Agreement**") between the Receiver and Maynards Financial Limited Partnership, by its general partner, Maynards Capital Inc. (the "**Purchaser**") dated July 24, 2018, a redacted copy of which is appended to the Second Report of the Receiver dated July 24, 2018 (the "**Second Report**"), and vesting in the Purchaser (or its nominee, if any) the Debtor's right, title and interest in and to the "**Purchased Assets**" as defined in the Sale Agreement;

**AND UPON HAVING READ** the Receivership Order dated May 8, 2018 (the "**Receivership Order**"), the Second Report and the Affidavit of Service of Lindsay Farr sworn July 27, 2018, filed; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and any other counsel in attendance;

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

**SERVICE**

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

**APPROVAL OF CONDUCT**

2. The actions, conduct and activities of the Receiver and the Receiver's counsel set out in the Second Report are hereby approved.
3. The Receiver's statement of receipts and disbursements from May 8, 2018 to July 18, 2018, as set out in the Second Report, are hereby approved.

**APPROVAL OF TRANSACTION**

4. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser (or its nominee, if any).

**VESTING OF PROPERTY**

5. Upon the delivery of a Receiver's certificate to the Purchaser (or its nominee, if any) substantially in the form set out in Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the name of the Purchaser (or its nominee, if any), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or

deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order; and
- (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act*, RSA 2000, c P-7 or any other personal property registry system;

but excluding those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "**Permitted Encumbrances**"). For greater certainty, this Court orders that all of the Claims affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, except for the Permitted Encumbrances.

6. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the "**Registrar**") is hereby authorized, requested, and directed to cancel the existing Certificate of Title No. 082 093 152 for those lands and premises legally described as:

THE SOUTH EAST QUARTER OF SECTION TWENTY FIVE (25)  
 TOWNSHIP FIFTY TWO (52)  
 RANGE ONE (1)  
 WEST OF THE FOURTH MERIDIAN,  
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.  
 EXCEPTING THEREOUT:  
 A) 0.975 HECTARES (2.41 ACRES) MORE OR LESS, AS SHOWN ON ROAD  
 PLAN 4614JY  
 B) 4.21 HECTARES (10.40 ACRES) MORE OR LESS, AS SHOWN ON  
 SUBDIVISION PLAN 505MC  
 C) 1.150 HECTARES (2.84 ACRES) MORE OR LESS, AS SHOWN ON ROAD  
 PLAN 8721067  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AND THE RIGHT TO WORK THE SAME

(the "**Lands**")

and to issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Maynards Capital Inc., and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser (or its nominee, if any), which Certificate of Title shall be subject only to those Permitted Encumbrances listed on Schedule "C" hereto.

7. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 (the "**LTA**") and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
8. The Registrar is hereby directed in accordance with Section 162 of the LTA to accept all of the Affidavits of Corporate Signing Authority submitted by the Receiver, in its capacity as receiver and manager of the Debtor and not in its personal capacity, substantially in the form attached hereto as Schedule "D", and to immediately register the transfers, assignments and conveyances contemplated by the Sale Agreement immediately forthwith.
9. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets (to be held in a non-interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
11. The Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee, if any).

12. The Purchaser (or its nominee, if any) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
13. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
14. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee, if any).
15. Notwithstanding:
  - (a) the pendency of these proceedings;
  - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (the "**BIA**") in respect of the Debtor and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal or provincial legislation:

the vesting of the Purchased Assets in the Purchaser (or its nominee, if any) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.
16. The Receiver, the Purchaser (or its nominee, if any) and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

**SEALING**

17. The Clerk of the Court shall file confidential Appendices D and F to the Second Report (the "**Confidential Appendices**"), unredacted copies of which were provided to the Court, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDICES FILED BY FTI CONSULTING CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER AND MANAGER OF THE UNDERTAKING, PROPERTY AND ASSETS OF CLAYTON CONSTRUCTION CO. LTD.; AND

THE CONFIDENTIAL APPENDICES ARE SEALED UNTIL THE FILING OF THE RECEIVER'S CERTIFICATE EVIDENCING THE CLOSING OF THE TRANSACTION PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE K. EIDSVIK ON AUGUST 1, 2018.

18. Leave is hereby granted to any person, entity or party affected by this Order to apply to this Court for a further Order vacating, substituting, modifying or varying the terms of this Order, with such application to be brought on notice to the Receiver and any other affected party in accordance with the *Alberta Rules of Court*.

**MISCELLANEOUS MATTERS**

19. 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 as 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.
20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal

delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

21. Service of this Order on any party not attending this application is hereby dispensed with.

"K.M. Eidsvik"

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J.C.Q.B.A.

Schedule "A"

## Form of Receiver's Certificate

COURT FILE NO.	1801 - 06578
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	MAYNARDS FINANCIAL LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, MAYNARDS CAPITAL INC.
RESPONDENTS	CLAYTON CONSTRUCTION CO. LTD., GLENN ALLAN CLAYTON, AND JOHN JAMES CLAYTON
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>BLAKE, CASSELS &amp; GRAYDON LLP</b> 3500, 855 - 2nd Street S.W. Calgary, Alberta T2P 4J8 Calgary, Alberta T2P 4J8 Attention: Ryan Zahara/James Reid Telephone: 403-260-9628 Facsimile: 403-260-9700 Email: <a href="mailto:ryan.zahara@blakes.com">ryan.zahara@blakes.com</a> <a href="mailto:james.reid@blakes.com">james.reid@blakes.com</a> File Ref.: 79294/12

**RECITALS**

- A. Pursuant to an Order of the Honourable Mr. Justice C.M. Jones of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated May 8, 2018, FTI Consulting Canada Inc. was appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of Clayton Construction Co. Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated August 1, 2018, the Court approved the asset purchase agreement made as of July 24, 2018 (the "**Sale Agreement**") between the Receiver and Maynards Financial Limited Partnership, by its general partner, Maynards Capital Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the



Purchased Assets; (ii) that the conditions to Closing as set out in Sections 12, 13 and 14 of the Sale 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 Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee, if any) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement.
2. The conditions to Closing as set out in Sections 12, 13 and 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee, if any).
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [●] on [●].

**FTI CONSULTING CANADA INC.**, in its capacity as the Court-appointed receiver and manager of the undertaking, property and assets of **CLAYTON CONSTRUCTION CO. LTD.** and not in its personal or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

Schedule "B"

Purchased Assets

(see attached)

**Schedule A**  
Listing of Clayton Equipment  
As at June 25, 2018

YEAR	MAKE	MACHINE	SERIAL #	Hr Meter	Unit #	Location	Notes	Bid
<b>CRAWLER TRACTORS</b>								
2008	Caterpillar	D6N LGP	ADJY00992	12,027	C-102	Glenns Yard		Included in Purchase Price
2013	Caterpillar	D6T XW	CAT0006TARCW01256	5,481	C-136	Working	Financed - CAT Financial	No Bid
2012	Caterpillar	D6T LGP	CAT0006TPKSB00472	8,176	C-123	Working		Included in Purchase Price
2012	Caterpillar	D6T LGP	CAT0006TEKSB01181	7,627	C-21	Lloyd Shop		Included in Purchase Price
2012	Caterpillar	D6T LGP	WCG00442	12,920	C-87	Working		Included in Purchase Price
2012	Caterpillar	D6T LGP	CAT0006TCKSB01179	6,828	C-22	Working		Included in Purchase Price
2012	Caterpillar	D6T LGP	KS801180		C-24	Lloyd Shop		Included in Purchase Price
2013	Caterpillar	D6T LGP	CAT0006TAKSB1547	6,273	C-141	Working	Financed - CAT Financial	No Bid
2008	Caterpillar	D8T	KPZ02760	13,983	C-106	Lloyd Shop		Included in Purchase Price
2008	Caterpillar	D8T	KPZ02764	13,179	C-105	Lloyd Shop		Included in Purchase Price
2012	Caterpillar	D8T	MLN00531	7,133	C-81	Yukon		Included in Purchase Price
<b>GRADERS</b>								
2008	Caterpillar	160M	CAT0160MTB9L00331	13,931	C-04	Working		Included in Purchase Price
2009	Caterpillar	160M	CAT0160MEB9L00410	11,166	C-78	Working		Included in Purchase Price
2009	Caterpillar	14M	CAT0014MHB9J00979	14,087	C-122	Lloyd Shop		Included in Purchase Price
<b>PACKERS</b>								
1995	Caterpillar	CP 563	SJN00138	hr meter n/w	C-23	Lloyd Shop		Included in Purchase Price
2005	Super Pack	8410	102064	5,772	C-85	Lloyd Shop		Included in Purchase Price
1980	Caterpillar	815	91P1898	18,535	C-33	Lloyd Shop		Included in Purchase Price
1988	Caterpillar	815B	17Z00985	13,030	C-34	Lloyd Shop		Included in Purchase Price
2007	Home Built	60' Sheepfoot Pull type			P-04			Included in Purchase Price
1990	Home Built	48' Sheepfoot Pull type with wheels			P-010			Included in Purchase Price
2006	WRT	WOBBLEY PACKER	PT-13-204606		WP-001	Lloyd Shop		Included in Purchase Price
2006	Home Built	WOBBLEY PACKER	PT-13-204506		WP-004			Included in Purchase Price
<b>ARTICULATED TRUCKS (ROCK TRUCKS)</b>								
2012	Caterpillar	730B	CAT00730CBIM03553	7,095	C-11	Yukon		Included in Purchase Price
2012	Caterpillar	730B	CAT00730CBIM03545	5,960	C-18	Jobsite East Of Lloyd		Included in Purchase Price
2012	Caterpillar	730B	CAT00730HBM00943	11,020	C-89	Lloyd Shop		Included in Purchase Price
2012	Caterpillar	730B	CAT00730C*c*B1M03284	6,042	C-55	Yukon		Included in Purchase Price
<b>SCRAPERS</b>								
2007	Caterpillar	627G	DBD00673	12,873	S-65	Lloyd Shop		Included in Purchase Price
2007	Caterpillar	627G	DBD00776	11,223	S-60	Jobsite in Bonnyville		Included in Purchase Price
<b>EXCAVATORS</b>								
2007	Volvo	290 BLC	VCEC290BK00080964	11,424	C-69	Lloyd Shop		Included in Purchase Price
2013	Caterpillar	349EL	CAT0349ECTFG00800	6,195	C-126	Yukon	Financed - CAT Financial	No Bid
2012	Caterpillar	336E	CAT0336ECBZY01556	7,388	C-125	Lloyd Shop	Financed - CAT Financial	No Bid
2012	Caterpillar	329E	CAT0329EPPLW00977	6,088	C-138	Working	Financed - CAT Financial	No Bid
2012	Caterpillar	329E	CAT0329EVZCD00173	5,600	C-139	Yukon	Financed - CAT Financial	No Bid
2014	Caterpillar	306E	CAT0305EEXFA03478	2,457	C-161	Yukon		Included in Purchase Price
<b>WHEEL LOADER</b>								
1990	John Daere	544H	DW544HX575955	22,821	C-38	Lloyd Shop		Included in Purchase Price
	Custom	Wheel Loader Spoon	Home built NO SN			Lloyd Shop		Included in Purchase Price
<b>RUBBERTIRE HOE</b>								
1985	Case	580E	17044471	6,148	C-12	Paradise Hill Shop		Included in Purchase Price
2006	Case	580SM	N6C401632	hr meter n/w	C-48	Paradise Hill Shop		Included in Purchase Price

Schedule A  
Listing of Clayton Equipment  
As at June 25, 2018

YEAR	MAKE	MACHINE	SERIAL #	Hr Meter	Unit #	Location	Notes	Bid
<b>TRACTORS</b>								
1998	New Holland	8360	0643272B	15,625	C-31	Glenns Yard		Included in Purchase Price
1996	Kubota	B1700	B1700HD71806		C-97	Glenns Yard		Included in Purchase Price
2003	Kubota	ZD 21 Mower	ZD-21		C-96	Glenns Yard		Included in Purchase Price
1994	Ford	8670	D402116	13,903	C-124	Glenns Yard		Included in Purchase Price
2005	New Holland	TM-120	ACM244834	8,147	C-30	Lloyd Shop		Included in Purchase Price
2000	John Deere	9400 Skid steer pallet forks	RW9400H030206	80,000	C-94	Lloyd Shop		Included in Purchase Price
<b>BUCKETS AND BLADES</b>								
<b>Misc. Buckets and Blades</b>								
		Allu Bucket	98317658		AB-001	Lloyd Shop		Included in Purchase Price
2006	WBM	300 Series Weldco Brush Rake	923771		TR-001	Lloyd Shop		Included in Purchase Price
<b>Frost Bucket</b>								
		Frost Bucket			FB-001	Lloyd Shop		Included in Purchase Price
		Frost Bucket			FB-002	Lloyd Shop		Included in Purchase Price
		Frost Bucket CAT 250 Series			FB-003	Lloyd Shop		Included in Purchase Price
		Frost Bucket 329 Hoe	3W51923-1		FB-004	Yukon		Included in Purchase Price
		Frost Bucket CAT 250 Series	3W51922-2		FB-005	Lloyd Shop		Included in Purchase Price
		Frost Bucket Hersley 250 series	15027		FB-006	Lloyd Shop		Included in Purchase Price
		Frost Bucket				Yukon		Included in Purchase Price
		Frost Bucket CAT 250 Series	3460850-NBC00907		FB-011	Lloyd Shop		Included in Purchase Price
<b>Twist Bucket</b>								
		Twist Bucket			TB-03	Lloyd Shop		Included in Purchase Price
		Twist Bucket			TB-04	Lloyd Shop		Included in Purchase Price
<b>Cleanup Buckets</b>								
		Cleanup Bucket 300 Series			CLB-001	Lloyd Shop		Included in Purchase Price
		Cleanup Bucket			CLB-002	Lloyd Shop		Included in Purchase Price
		Cleanup Bucket			CLB-003	Yukon		Included in Purchase Price
		Cleanup Bucket			CLB-004	Lloyd Shop		Included in Purchase Price
		Cleanup Bucket				Yukon		Included in Purchase Price
		Cleanup Bucket			CLB-006	Lloyd Shop		Included in Purchase Price
		Cleanup Bucket				Yukon		Included in Purchase Price
		Cleanup Bucket				Yukon		Included in Purchase Price
<b>Chuck Blades</b>								
		Chuck Blade 300 Series	3-81216-3		CB-03	Lloyd Shop		Included in Purchase Price
		Chuck Blade 250 Series	3-78067-1		CB-05	Lloyd Shop		Included in Purchase Price
<b>Ripper Shanks</b>								
		Ripper Shank CAT 300 Series			RS-001	Yukon		Included in Purchase Price
		Ripper Shank CAT 250 Series			RS-002	Lloyd Shop		Included in Purchase Price
<b>DISCS</b>								
		Ezee-on Disc 14"			D-04			Included in Purchase Price
		Baldan 1200 Disc			TTM-115	Lloyd Shop		Included in Purchase Price
		Sliger Disc 1715- 12"	171500580		D-05	RB Auction Yard	Not sold at Previous Auction	Included in Purchase Price

**Schedule A**  
 Listing of Clayton Equipment  
 As at June 25, 2018

YEAR	MAKE	MACHINE	SERIAL #	Hr Meter	Unit #	Location	Notes	Bid
<b>OTHER</b>								
		FUEL TANK	1892		T-122			Included in Purchase Price
		WATERPUMP	2496109		C-26	Lloyd Shop		Included in Purchase Price
2013		Double AA Trailer Water Cannon	2DAW/CODT00176		T-185	Lloyd Shop		Included in Purchase Price
		CVP 16 Vibratory Compactor Plate	A1E01316		HP-01	Lloyd Shop		Included in Purchase Price
		Auger model #750CLH	81564057		MHP-002	Lloyd Shop		Included in Purchase Price
1997		2200 L Fuel Tank (Mounting on T-144)			AU-01			Included in Purchase Price
1997	Miller	Bobcat Welder with Onan gas engine Push Boom			T-173	Yukon		Included in Purchase Price
<b>SNOWCATS</b>								
1998	Pisten Bulley	PB 200	W0982310121K30000	10,025	C-118	Lloyd Shop		Included in Purchase Price
1999	Pisten Bulley	PB 200	W0982310137K30000	8,166	C-117	Lloyd Shop		Included in Purchase Price
<b>SKID STEERS</b>								
2007	Case	440CT Tracked	N7C451998		4,771 C-90	Lloyd Shop		Included in Purchase Price
<b>JOBSITE OFFICES</b>								
		10' x 50' Office trailer	1UYW52486JU883805		T-169	Lloyd Shop		Included in Purchase Price
<b>JOBSITE SHOP TRAILERS</b>								
1980	(Job Van)	Comic Reefer Trailer	SK00000000136251		T-160	Lloyd Shop		Included in Purchase Price
<b>PORTABLE AIR COMPRESSORS</b>								
1998		Portable air compressor	290762UF1221		T-149	Lloyd Shop		Included in Purchase Price
<b>PORTABLE LIGHT TOWERS</b>								
	Amida	4KW	9802-46578		LT-1	Yukon		Included in Purchase Price
	Amida	4KW	4ZJSL141751J16318		LT-2	Yukon		Included in Purchase Price
	Amida	8KW	0106-71724		LT-3	Yukon		Included in Purchase Price
	Amida	8KW	E0F-09003		LT-5	Lloyd Shop		Included in Purchase Price
	Amida	AL4000	AL4050D-4MH		LT-7	Lloyd Shop		Included in Purchase Price
<b>SEMI-TRACTOR / TRAILERS</b>								
1998		Peterbilt	1XPFD89X9W/D449347		T-108	Lloyd Shop		Included in Purchase Price
2005		Kenworth Truck	1XKWDBOX35R981116		T-128	Lloyd Shop		Included in Purchase Price
<b>TRIDEM TRAILERS</b>								
2012		Stellar Folding Gosseneck Trailer	2N9LB70523CE065346		T-165	Lloyd Shop		Included in Purchase Price
2005		Tridem Trailer - Aspen	2A9LB50335N125162		T-127	Lloyd Shop		Included in Purchase Price
1996		Tridem Trailer - Gerry's	2A9LB5032TN125330		TT-108	Lloyd Shop		Included in Purchase Price
2003		Tridem Trailer - Aspen	2A9LB50393N125034		T-107	Lloyd Shop		Included in Purchase Price
2008		Tridem Trailer - Aspen	2A9LB50398N125221		T-150	Lloyd Shop		Included in Purchase Price
1985		8 Wheel Trailer	SK00000000136242		T-144	Yukon		Included in Purchase Price
<b>8/16 WHEEL JEEPS</b>								
1985		Nortrail 8 wheel Jeep	NC85125		T-153	Lloyd Shop		Included in Purchase Price
2003		Aspen 8 wheel Jeep	2A9JT40233N125035		T-152	Lloyd Shop		Included in Purchase Price
2006		Gerrys 8 wheel Jeep	2K9KB22586L052394		T-151	Lloyd Shop		Included in Purchase Price
2012		Stellar 16 Wheel Jeep	2N9JT1620CE065345		T-164	Lloyd Shop		Included in Purchase Price
<b>BOOSTERS</b>								
2006		Aspen Single Axle	2A9TD10126N125186		T-154	Lloyd Shop		Included in Purchase Price
2012		Stellar Tandem Axle	2N9TB3024CE065347		T-166	Lloyd Shop		Included in Purchase Price
<b>UTILITY TRAILERS</b>								
2007	RainBow	DA20HD 20' Deck Above Trailer	2R9DA202471625037		T-182	Lloyd Shop		Included in Purchase Price

**Schedule A**  
 Listing of Clayton Equipment  
 As at June 25, 2018

YEAR	MAKE	MACHINE	SERIAL #	Hr Meter	Unit #	Location	Notes	Bid
<b>PICK UPS</b>								
2008	Ford	F-350 CrewCab 4x4	1FTWW31RX8EA06992		Glenn	Lloyd Shop		Included in Purchase Price
2008	Ford	F-350 CrewCab 4x4	1FTWW31568EC91297		T-142	Lloyd Shop		Included in Purchase Price
2004	Ford	F-150 Cr/Cab 4x4	1FTPX14554NA18153		T-139	Working		Included in Purchase Price
2013	Ford	F-550 SuperCab 4x4	1FD0XSHTXD0EB54503		T-117	Lloyd Shop	Financed - Ford Credit	Full Payout of Ford's Lease, up to \$15K, included in Purchase Price
2005	Ford	F-250	1FTSX21P95ED04112		T-110	Lloyd Shop		Included in Purchase Price
2004	Ford	Heavy Truck	1FDXW47P24ED61757		T-129	Lloyd Shop		Included in Purchase Price
2000	Ford	Kenworth - Lube Truck	3BKMHDX1YF640134		T-111	Lloyd Shop		Included in Purchase Price
2007	Ford	Ford F150 Supercab 4x4	1FTPX14V17FB54570		T-141	Lloyd Shop		Included in Purchase Price
2008	Ford	Ford F350 Series Cr/Cab 4x4	1FTWW31548EC91296		T-155	Lloyd Shop		Included in Purchase Price
2004	Ford	FORD F350	1FTWW33PXA4ER43355		T-183	Yukon		Included in Purchase Price
2005	Ford	F-150	1FTPX14516FB56916		T-156	Lloyd Shop		Included in Purchase Price
2005	Ford	F-350	1FTWW31P75EC43921		T-147	Yukon		Included in Purchase Price
2005	Ford	F-250	1FTSX21P15EB27667		T-157	Lloyd Shop		Included in Purchase Price
2008	Ford	F-250	1FTSX21538EA13785		T-138	Lloyd Shop		Included in Purchase Price
2005	Ford	F-550	1FDAF57P65ED15353		T-158	Yukon		Included in Purchase Price
2006	Ford	F-250 Supercab	1FTSX21P06EA84649		T-167	Lloyd Shop		Included in Purchase Price
2012	Ford	F-450	1FT8W4DT2CEA51973		T-171	Lloyd Shop		Included in Purchase Price
2006	Ford	F-150 Supercab	1FTPW14596FA63239		T-174	Lloyd Shop		Included in Purchase Price
2010	Ford	F-150 Supercab	1FTPW14EV6AFD36186		T-175	Lloyd Shop		Included in Purchase Price
2009	Ford	F-150 Supercab 4WD	1FTPX14VX9FA16576		T-176	Lloyd Shop		Included in Purchase Price
2015	Ford	F-550 SuperCab 4x4	1FD0XSHT7FEA25265		T-180	Lloyd Shop	Financed - Ford Credit	Full Payout of Ford's Lease, up to \$35K, included in Purchase Price

**PARCEL OF LAND**

Legal Description - County of Vermilion River at the South East Quarter of Section Twenty Five (25) Township Fifty Two (52) Range One (1) West of the Fourth Meridian Containing 64.7 Hectares (160 acres)

Included in Purchase Price

**YUKON MINING OPERATIONS**

All mining claims, mineral rights, land leases, real property, equipment not specified above and other assets

Included in Purchase Price

Schedule "C"

## Permitted Encumbrances

REGISTRATION NUMBER	PARTICULARS
1486LE	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. "DATA UPDATED BY: TRANSFER OF UTRW 6699SQ"
822 240 226	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF LLOYDMINSTER. AS TO PORTION OR PLAN:8222705
822 240 963	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF VERMILION RIVER NO. 24.

Schedule "D"

Affidavits of Corporate Signing Authority

**FORM 31.1  
LAND TITLES ACT  
(Section 161)**

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, [●], of FTI Consulting Canada Inc., the court-appointed receiver and manager of Clayton Construction Co. Ltd. (the "**Corporation**"), make oath and say:

1. I am authorized by the Corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN BEFORE ME at the city )  
of Calgary, in the Province )  
of Alberta, this \_\_\_\_<sup>th</sup> )  
day of [●], 2018 )

\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_)