



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 **APPLICATION (APPROVAL AND VESTING ORDER)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BLAKE, CASSELS & GRAYDON LLP**
3500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Ryan Zahara/James Reid
Telephone: 403-260-9628
Facsimile: 403-260-9700
Email: ryan.zahara@blakes.com
james.reid@blakes.com
File Ref.: 79294/12

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 Justice.

To do so, you must be in Court when the application is heard as shown below:

Date August 1, 2018

Time 10:00 a.m.

Where Calgary Courts Centre, Justice Chambers

Before Whom The Honourable Madam Justice K. Eidsvik

Go to the end of this document to see what else you can do and when you must do it.

Grounds for making this Application:

2. The grounds upon which the Receiver relies in making the within Application are as follows:
 - (a) on May 8, 2018, the Debtor became subject to these receivership proceedings;
 - (b) pursuant to the Receivership Order, the Honourable Mr. Justice C.M. Jones authorized the Receiver to, *inter alia*, market any or all of the Property, sell the Property or any parts thereof, and apply for any vesting order necessary to convey the Property or any parts thereof, free and clear of any liens or encumbrances;
 - (c) on June 11, 2018, the Court granted an Order (the "**Sales Approval Order**") authorizing the Receiver to, among other things, initiate a sales process (the "**Sales Process**") in accordance with the procedures approved by the Sales Approval Order;
 - (d) as a result of the Sales Process conducted by the Receiver, an offer was received from the Purchaser for the Purchased Assets;
 - (e) the Receiver and the Purchaser executed the Maynards APA with respect to the Purchased Assets subject to Court approval;
 - (f) the Receiver's marketing of the Purchased Assets was lengthy and thorough;
 - (g) the Purchase Price (as defined in the Maynards APA) represents the best realizable value that could reasonably be obtained for the Purchased Assets in the present circumstances;
 - (h) the Receiver has acted reasonably and in good faith during the administration of the receivership and its and its counsel's actions, conduct and activities, as well as its receipts and expenditures, should be approved; and
 - (i) the Confidential Appendices contain commercially sensitive information relating to the Purchased Assets that should remain sealed until the Maynards APA closes.

Material or evidence to be relied on:

3. The Receiver intends to rely upon the following materials:
 - (a) the Receivership Order, filed;
 - (b) the Second Report, filed; and
 - (c) such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable rules:

4. The Receiver will rely upon and refer to the *Alberta Rules of Court* during the making of the Application.

Applicable Acts and Regulations:

5. The Receiver will rely upon and refer to the provisions of the *Bankruptcy & Insolvency Act*, RSC 1985, c B-3, as amended, during the making of the Application.

Any irregularity complained of or objection relied on:

6. None.

How application is proposed to be heard or considered:

7. Oral submission by counsel at an application before the Honourable Madam Justice K. Eidsvik on August 1, 2018 at 10:00 a.m.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant 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 rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

Schedule "A"

Form of Order

(see attached)

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**

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Email: ryan.zahara@blakes.com
james.reid@blakes.com
File Ref.: 79294/12

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 [●] sworn [●], 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 20, 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.

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	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 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: ryan.zahara@blakes.com james.reid@blakes.com 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
CRAWLER TRACTORS								
2008	Caterpillar	D6N LGP	ADJY00992	12,027	C-102	Glenns Yard		Included in Purchase Price
2013	Caterpillar	D6T XW	CAT000D6TARCW01256	5,481	C-136	Working	Financed - CAT Financial	No Bid
2012	Caterpillar	D6T LGP	CAT000D6TPKS00472	8,176	C-123	Working		Included in Purchase Price
2012	Caterpillar	D6T LGP	CAT000D6TEKS01181	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	CAT000D6TCKSB01179	6,828	C-22	Working		Included in Purchase Price
2012	Caterpillar	D6T LGP ¹	KS01180		C-24	Lloyd Shop		Included in Purchase Price
2013	Caterpillar	D6T LGP	CAT000D6TAKSB1547	6,273	C-141	Working	Financed - CAT Financial	No Bid
2008	Caterpillar	D8T	KPZ02760	13,963	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
GRADERS								
2006	Caterpillar	160M	CAT0160MTB9L00331	13,931	C-04	Working		Included in Purchase Price
2009	Caterpillar	160M	CAT0160MEB9L00410	11,166	C-76	Working		Included in Purchase Price
2009	Caterpillar	14M	CAT0014MHBJ000970	14,087	C-122	Lloyd Shop		Included in Purchase Price
PACKERS								
1996	Caterpillar	CP 563	SJN00138	hr meter r/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	B1P1808	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-13-204508		WP-004			Included in Purchase Price
ARTICULATED TRUCKS (ROCK TRUCKS)								
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	CAT00730HB1M00943	11,020	C-89	Lloyd Shop		Included in Purchase Price
2012	Caterpillar	730B	CAT007307cB1M03284	6,042	C-55	Yukon		Included in Purchase Price
SCRAPERS								
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
EXCAVATORS								
2007	Volvo	200 BLC	VCEC290B000080964	11,424	C-69	Lloyd Shop		Included in Purchase Price
2013	Caterpillar	348EL	CAT0349ECTFG000600	6,195	C-126	Yukon	Financed - CAT Financial	No Bid
2012	Caterpillar	336E	CAT0336ECBZ7Y01596	7,388	C-125	Lloyd Shop	Financed - CAT Financial	No Bid
2012	Caterpillar	329E	CAT0329EPPLW00977	6,088	C-136	Working	Financed - CAT Financial	No Bid
2012	Caterpillar	329E	CAT0329EVZCD00173	5,600	C-139	Yukon	Financed - CAT Financial	No Bid
2014	Caterpillar	305E	CAT0305EEXFA03476	2,457	C-161	Yukon		Included in Purchase Price
WHEEL LOADER								
1990	John Deere Custom	544H Wheel Loader Spoon	DW544HX575955 Home built NO SN	22,621	C-36	Lloyd Shop Lloyd Shop		Included in Purchase Price Included in Purchase Price
RUBBERTIRE HOE								
1985	Case	580E	17044471	6,148	C-12	Paradise Hill Shop		Included in Purchase Price
2006	Case	580SM	N6C401632	hr meter r/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
TRACTORS								
1998	New Holland	8360	06432725	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	D402118	13,903	C-124	Glenns Yard		Included in Purchase Price
2005	New Holland	TM-120	ACM264834	8,147	C-30	Lloyd Shop		Included in Purchase Price
2000	John Deere	9400 Skid steer pallet forks	RW9400H030206	80,000	C-84	Lloyd Shop		Included in Purchase Price
BUCKETS AND BLADES								
Misc. Buckets and Blades								
	Allu Bucket		98317656		AB-001	Lloyd Shop		Included in Purchase Price
2006	WSM	300 Series Weldco Brush Rake	923771		TR-001	Lloyd Shop		Included in Purchase Price
Frost Bucket								
	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 Bucker Harstley 250 series	15027			FB-006	Lloyd Shop		Included in Purchase Price
	Frost Bucket					Yukon		Included in Purchase Price
	Frost Bucket CAT 250 Series	3403650-NBC00007			FB-011	Lloyd Shop		Included in Purchase Price
Twist Bucket								
	Twist Bucket				TB-03	Lloyd Shop		Included in Purchase Price
	Twist Bucket				TB-04	Lloyd Shop		Included in Purchase Price
Cleanup Buckets								
	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
Chuck Blades								
	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
Ripper Shanks								
	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
DISCS								
	Ezee-on Disc 14				D-04			Included in Purchase Price
	Bardan 1200 Disc				TTM-115	Lloyd Shop		Included in Purchase Price
	Stger Disc 1715- 12	171500560			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
OTHER								
		FUEL TANK	1892		T-122			Included in Purchase Price
		WATERPUMP	2496199		C-26	Lloyd Shop		Included in Purchase Price
2013		Double AA Trailer Water Cannon	2DAWCDDT00176		T-165	Lloyd Shop		Included in Purchase Price
		CVP 16 Vibratory Compactor Plate	A1E01316		HR-01	Lloyd Shop		Included in Purchase Price
		Auger model #750CLH	81564067		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
SNOWCATS								
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
SKID STEERS								
2007	Case	440CT Tracked	N7C451998		4,771 C-90	Lloyd Shop		Included in Purchase Price
JOBSITE OFFICES								
		10' x 50' Office trailer	1UYWS2496JU883805		T-169	Lloyd Shop		Included in Purchase Price
JOBSITE SHOP TRAILERS								
1980	(Job Van)	Comic Reefer Trailer	SK000000000136251		T-160	Lloyd Shop		Included in Purchase Price
PORTABLE AIR COMPRESSORS								
1998		Portable air compressor	290762JF1221		T-149	Lloyd Shop		Included in Purchase Price
PORTABLE LIGHT TOWERS								
	Amida	4KW	9602-46578		LT-1	Yukon		Included in Purchase Price
	Amida	4KW	42 JSL14175U16016		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
SEMI-TRACTOR / TRAILERS								
1998		Peterbilt	1XPFD89X9WD449347		T-108	Lloyd Shop		Included in Purchase Price
2005		Kenworth Truck	1XKWDB0X35R981116		T-126	Lloyd Shop		Included in Purchase Price
TRIDEM TRAILERS								
2012		Stellar Folding Gooseneck Trailer	2N9LB70523CE065346		T-165	Lloyd Shop		Included in Purchase Price
2005		Tridem Trailer - Aspen	2A9LB5033EN125162		T-127	Lloyd Shop		Included in Purchase Price
1996		Tridem Trailer - Gerry's	2A9LB50327N125330		TT-108	Lloyd Shop		Included in Purchase Price
2003		Tridem Trailer - Aspen	2A9LB50300N125034		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	SK000000000136242		T-144	Yukon		Included in Purchase Price
8'16 WHEEL JEEPS								
1985		Nonral 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		Gerry's 8 wheel Jeep	2K9KBZ25B6L052394		T-151	Lloyd Shop		Included in Purchase Price
2012		Stellar 16 Wheel Jeep	2N9JT1620CE065345		T-164	Lloyd Shop		Included in Purchase Price
BOOSTERS								
2006		Aspen Single Axle	2A9TD10128N125166		T-154	Lloyd Shop		Included in Purchase Price
2012		Stellar Tandem Axle	2N9TB33024CE065347		T-166	Lloyd Shop		Included in Purchase Price
UTILITY TRAILERS								
2007	RanBow	DA20HD 20 Deck Above Trailer	2R9DA202471625037		T-162	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
PICK UPS								
2006	Ford	F-350 Crew Cab 4x4	1FTWW31RX8EA06902			Glenn	Lloyd Shop	Included in Purchase Price
2006	Ford	F-350 Crew Cab 4x4	1FTWW31568EC91287			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	1FD0XHTXDEB54503			T-117	Lloyd Shop	Financed - Ford Credit
2005	Ford	F-250	1FTSQ21P96ED04112			T-110	Lloyd Shop	Full Payout of Ford's Lease, up to \$15K, included in Purchase Price
2004	Ford	Heavy Truck	1FDXW47P24ED61757			T-129	Lloyd Shop	Included in Purchase Price
2000	Ford	Kenworth - Lube Truck	38KMH7X1YF840134			T-111	Lloyd Shop	Included in Purchase Price
2007	Ford	Ford F150 Supercab 4x4	1FTPX14V17FB94570			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	1FTWW33PX4ER43355			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	1FTSQ21P15EB27667			T-157	Lloyd Shop	Included in Purchase Price
2008	Ford	F-250	1FTSQ21538EA13785			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	1FTSQ21P06EA84549			T-167	Lloyd Shop	Included in Purchase Price
2012	Ford	F-450	1FT8W4DT2CEAS1973			T-171	Lloyd Shop	Included in Purchase Price
2006	Ford	F-150 Supercab	1FTPW14096FA63239			T-174	Lloyd Shop	Included in Purchase Price
2010	Ford	F-150 Supercab	1FTFW1EV6AFD36186			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	1FD0XSH17FEA25265			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 Vermillion River at the South East Quarter of Section Twenty Five (25) Township Fifly 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 ____th)
day of [●], 2018)
))
))
_____)

Schedule "B"

Service List

(see attached)

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

SERVICE LIST

Party	Telephone	Fax	Role
BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2 nd Street SW Calgary, AB T2P 4J8 RYAN ZAHARA E-mail: ryan.zahara@blakes.com JAMES REID E-mail: james.reid@blakes.com	 403-260-9628 403-260-9731	403-260-9700	Counsel to Receiver
FTI CONSULTING CANADA INC. Suite 1610, 520 - 5th Avenue SW Calgary, AB T2P 3R7 CRAIG MUNRO E-mail: Craig.Munro@fticonsulting.com ROBERT KLEEBAUM E-mail: Robert.Kleebaum@fticonsulting.com	 604-601-5699 403-454-6035	604-696-5571	Receiver
FASKEN MARTINEAU DUMOULIN LLP First Canadian Centre Suite 3400, 350 7th Avenue SW Calgary , AB T2P 3N9 TRAVIS LYSACK E-mail: tlysak@fasken.com MIHAI TOMOS E-mail: mtomos@fasken.com	 403-261-5501 587-233-4107	403-261-5351	Counsel to Maynards Financial Limited Partnership

Party	Telephone	Fax	Role
MCCARTHY TÉTRAULT Suite 4000, 421 – 7 th Avenue SW Calgary, AB T2P 4K9 PANTELIS KYRIAKAKIS E-mail: pkyriakakis@mccarthy.ca	403-260-3536		Counsel to CFSL
BISHOP & MCKENZIE LLP 2300, 10180 - 101 Street NW Edmonton, AB T5J 3S4 JERRITT R. PAWLYK E-mail: j.pawlyk@bishopmckenzie.com	780-420-6236 780-421-2477	780-426-1305	Counsel to Nilex Inc.
GREY WOWK SPENCER LLP 200 Advocate Square, 5110-51 Avenue Cold Lake, AB T9M 1P3 P.O. Box 1028 LEIGHTON B.U. GREY, Q.C. E-mail: lgrey@gwsllp.ca	877-594-0299	780-594-0211	Counsel to Heaver Oilfield Consulting Ltd.
FORD CREDIT CANADA LIMITED PO Box 2400 Edmonton, AB T5J 5C7 MONICA BELANGER		1-866-367-3888	Creditor
KRAMER LTD. 2360 Pasqua St. N Regina, SK S4P 3A8	306-545-3311	306-949-6249	Creditor
FINNING INTERNATIONAL INC. 16901 – 109 Avenue Edmonton, AB T5P 4P6 ANDREW FRASER E-mail: afraser@finning.com	780-930-8899	780-930-8503	Creditor
OAKLEY MECHANICAL LTD. 3916 52 St. Close Lloydminster, SK S9V 2G9 E-mail: oakmec@sasktel.net	306-825-5561	306-825-5568	Creditor

Party	Telephone	Fax	Role
WHITEHORSE MOTORS LTD. 4178 4 Ave Whitehorse, YT Y1A 1J6 TINA WOODLAND E-mail: tina@whitehoremotors.com		867-667-6246	Creditor
FELDSPAR INC. 5002 65 St. Lloydminster, AB T9V 2K2 KAREN CARLTON E-mail: kcarlton@telus.net	780-875-2208 780-875-2207		Contingent Creditor
COUNTY OF VERMILLION RIVER 4912 - 50 Ave Kitscoty, AB T0B 2P0 E-mail: office@county24.com	780-846-2244	780-846-2716	Creditor
JUSTICE CANADA Prairie Region 606 – 4 th Street SW, Suite 510 Calgary, AB T2P 1T1 JILL MEDHURST E-mail: jill.medhurst@justice.gc.ca	403-299-3985	403-299-3966	Counsel to Canada Revenue Agency
CANADA REVENUE AGENCY Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey BC V3T 5E1	866-891-7403	866-219-0311	Creditor
FOX, WAKEFIELD & SHOLTER LLP 5016 - 48 Street, Lloydminster, AB T9V 0H8 JEREMY WAKEFIELD E-mail: jeremy@midwestlaw.ca	780-875-9105	780-875-6748	Agent for All Points Towing & Plowing Ltd.

Party	Telephone	Fax	Role
YUKON EXPLORATION GREEN GOLD INC. PO Box 1178 Dawson City, YT Y0B 1G0 E-mail: yukonexploration@hotmail.com	604-500-4109		Contractual Counterparty