

COURT FILE NUMBER 1601-04493

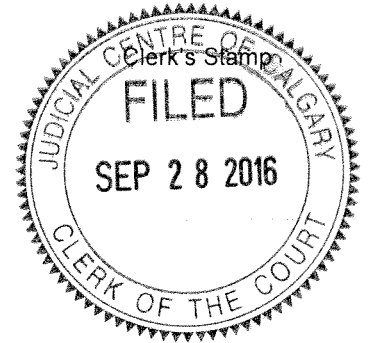
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF PILLAR CAPITAL CORP.

DEFENDANTS ACTION RESTORATION LTD.,
ACTION RESTORATION RD LTD.,
ACTION ASSET CORPORATION
and STEP ABOVE EXTERIORS LTD.

DOCUMENT **ORDER (Allocation, Distribution,
and Discharge)**

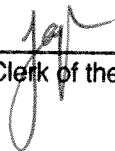


ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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I hereby certify this to be a true copy of the original Order

Dated this 28 day of Sept., 2016


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: **September 27, 2016**

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

NAME OF JUSTICE WHO MADE THIS ORDER: **Justice A.D. Macleod**

ORDER

UPON THE APPLICATION by Hardie & Kelly Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all of the undertakings, property, and assets (collectively, the "**Property**") of Action Restoration Ltd. ("**Action Restoration**"), Action Restoration RD Ltd. ("**Action Restoration Red Deer**") Step Above Exteriors Ltd. ("**Step Above**") and Action Asset Corporation ("**Action Asset**", Action Asset, Step Above, Action Restoration Red Deer, and Action Restoration, are collectively referred to as, the "**Debtors**") pursuant to the Consent Receivership Order, dated April 15, 2016 (the "**Receivership Order**"); **AND UPON** reading the Second Report of the Receiver, dated September 19, 2016 (the "**Second Receiver's Report**"), filed; **AND UPON**

reading the Affidavit of Service of Katie Doran, sworn 20, 2016 (the "**Affidavit of Service**"), filed; **AND UPON HEARING** the submissions of counsel for the Receiver, and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The application filed by the Receiver in the within proceedings on September 20, 2016 (the "**Application**") is properly returnable today, service of the Application and the Second Receiver's Report on the service list, in the manner described in the Affidavit of Service, is validated and no persons other than those on the service list are entitled to service of the Second Receiver's Report or the Application.

PROCEEDS AND COSTS ALLOCATION

2. The Receiver's proposed allocation of the net proceeds and costs, as between Action Restoration and Action Asset, in connection with the repair, marketing, and sale of Action Restoration's and Action Asset's Property, as set forth at paragraphs 57 to 61 of the Second Receiver's Report, be and is hereby approved.

DISTRIBUTION

3. The security granted by Action Asset to Pillar Capital Corp. ("**Pillar**") represents a valid and enforceable charge against the assets, properties, and undertakings of Action Asset. The Receiver be and is hereby expressly authorized and empowered to distribute any and all funds held by the Receiver on behalf of Action Asset, to Pillar, in accordance with Pillar's priority to any such funds, until all of the indebtedness, liabilities, and obligations owed by Action Asset to Pillar are indefeasibly paid in full.

DISCHARGE

4. The Receiver's interim and final statement of receipts and disbursements with respect to Action Asset, as outlined in paragraph 65 of the Second Receiver's Report, be and is hereby approved.

5. The interim accounts of the Receiver and its legal counsel with respect to Action Restoration, Action Restoration Red Deer, and Step Above, and the interim and final accounts of the Receiver and its legal counsel with respect to Action Asset, as summarized in paragraphs 61 and 70 of the Second Receiver's Report, be and are hereby approved.

6. As of the date of the Second Receiver's Report and based on the evidence that is currently before this Honourable Court:

- (a) the Receiver has acted honestly and in good faith, and has dealt with the Property in a commercially reasonable manner;
- (b) the actions and conduct of the Receiver are approved;
- (c) the Receiver has satisfied all of its duties and obligations as receiver and manager of Action Asset and Action Asset's Property;
- (d) the Receiver shall not be liable for any act or omission including, without limitation, any act or omission pertaining to the discharge of the Receiver's duties as receiver and manager of Action Asset and Action Asset's Property, save and except for any liability arising out of fraud or wilful misconduct on the part of the Receiver; and,
- (e) any and all claims against the Receiver arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of Action Asset and Action Asset's Property, save and except for claims based on fraud or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.

7. Upon the filing of this Order the Receiver shall be discharged as receiver and manager of Action Asset and Action Asset's Property and relieved of all further duties and obligations with respect to Action Asset and Action Asset's Property.

8. Notwithstanding the discharge of the Receiver in accordance with this Order, the Receiver remains empowered to perform any act necessary or incidental to the conclusion of the receivership of Action Asset and Action Asset's Property.

9. No action or proceeding arising from, relating to, or in connection with, the performance of the Receiver's duties and obligations as receiver and manager of Action Asset or Action Asset's Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver, and on such terms as this Honourable Court may direct.

MISCELLANEOUS MATTERS

10. The Receiver 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.

11. Service of this Order on the persons listed on the service list shall be by any of email, facsimile, courier, registered mail, regular mail, or personal delivery, and no persons other than those on the service list are entitled to be served with a copy of this Order.

A handwritten signature in black ink, consisting of a series of fluid, connected strokes.

J.C.Q.B.A.