

I hereby certify this to be a true copy of the original Order of which it purports to be a copy.

Dated this 9 day of January 2018

Registrar at Calgary
Bankruptcy Division of the Court of Queen's Bench of Alberta
Form 27
(Rules 6.3 and 10.52(1))

COURT FILE NUMBER

BANKRUPTCY ESTATE/COURT FILE NO: 25-2308628

COURT: COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: Calgary

IN THE MATTER OF THE PROPOSAL OF PLANIT BUILDERS LTD.

APPLICANTS: HARDIE & KELLY INC. in its capacity as Proposal Trustee in Bankruptcy of PLANIT BUILDERS LTD.

DOCUMENT: ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Norton Rose Fulbright Canada LLP
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File no.: 1000297400



DATE ON WHICH ORDER WAS PRONOUNCED: January 9, 2018
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice K.M. Horner, on the Commercial List
LOCATION OF HEARING: Calgary

UPON THE APPLICATION of the Applicant, Planit Builders Ltd. ("Planit"); **AND UPON** reviewing the application of Planit and the report of Hardie & Kelly Inc. ("Proposal Trustee") as Proposal Trustee of Planit regarding the vote of creditors on the Proposal dated November 24, 2017 ("Proposal"); **AND UPON** hearing submissions from counsel to Planit's secured creditor and any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of this Application is hereby deemed good and sufficient.

2. Paragraph 24 of the Proposal of Planit shall be amended to read:

The Proposal Trustee shall consider any Claims made by a Creditor up to the date and time of the Creditors' Meeting to consider the Proposal. No further claims shall be allowed in the Proposal 30 days following the mailing of a further Notice Requiring Person to Prove Claim ("Claims Bar Date"). In the event a Claim is not filed with the Proposal Trustee prior to the Claims Bar Date, the Claim shall be forever barred and shall not be considered for acceptance as a Proven Claim forming part of this Proposal, or at all.

3. The Proposal of Planit, attached hereto as Schedule "A" and inclusive of the amendment to paragraph 24 noted above, is hereby approved.



The Honourable Justice K.M. Horner

Schedule "A"

Court File No. _____

**ALBERTA
COURT OF QUEEN'S BENCH
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE PROPOSAL OF
PLANIT BUILDERS LTD.**

PROPOSAL

Planit Builders Ltd. ("Planit") the above-named debtor, hereby submits the following Proposal (the "**Proposal**") to its creditors pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**Act**").

**PART 1
BACKGROUND**

1. Planit is a private company incorporated pursuant to the Laws of Alberta.
2. Planit is involved in the home renovation business in Calgary and elsewhere in the Province of Alberta.
3. Planit is presently insolvent and unable to pay its debts as they become due and the value of its assets is significantly less than the amounts of its debts. On October 27, 2017, Planit filed a Notice of Intention to make a Proposal to its creditors under the Act.

**PART 2
INTERPRETATION**

4. In this Proposal, capitalized terms shall have the following meanings:
 - (a) "**Act**" means the *Bankruptcy and Insolvency Act*, as it may be amended from time to time;
 - (b) "**Approval Order**" means an Order of the Court approving this Proposal to be granted pursuant to the provisions of the Act, the appeal period having expired and no appeal having been filed, or any appeal therefrom having been dismissed and such dismissal having become final;
 - (c) "**Assets**" means the assets, undertakings and property of Planit;
 - (d) "**Builders' Lien Act**" means R.S.A. 2000, c. B-7;
 - (e) "**Business Day**" means a day, other than Saturday or Sunday or a day observed as a holiday pursuant to the laws of the Province of Alberta or the federal laws of Canada, on which banks are generally open for business;

- (f) "**Claim**" means any indebtedness, liability, action, cause of action, suit, debt, due, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of Planit to any Person whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, secured, unsecured, present, future, known or unknown, and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, together with any other claims provable in bankruptcy on the Filing Date, including without limitation, claims arising from the repudiation, disclaimer or termination of any lease, license, contract, arrangement or contract of employment prior to the Filing Date, providing that all such claims shall be allowed without allowance for interest after the Filing Date and without allowance for penalties and net of any normal discounts. All Claims must be converted to Canadian Dollars at the Bank of Canada Daily Foreign Exchange Rate at the Filing Date;
- (g) "**Court**" means the Alberta Court of Queen's Bench, In Bankruptcy and Insolvency;
- (h) "**CRA**" means the Canada Revenue Agency;
- (i) "**Creditor**" means any person having a Claim, including Lien Holders, and may, if the context requires, mean a trustee, receiver, receiver-manager or other person acting on behalf or in the name of such person;
- (j) "**Creditors' Meeting**" means the meeting of Creditors called for the purpose of considering and voting upon the Proposal;
- (k) "**Effective Date**" means the date on which this Proposal is approved by the Court, after being approved by the requisite majority of Planit's Creditors;
- (l) "**Lien Holder**" means a Planit creditor who has filed a claim under the *Builders' Lien Act* as against a Planit customer;
- (m) "**Official Receiver**" shall have the meaning ascribed thereto by the Act;
- (n) "**Person**" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or any other entity however designated or constituted;
- (o) "**Proposal Sponsors**" mean Dynamysk Investments Ltd., Big AG Texturing, Horizon Heating Ltd., GBS Painting and Sons of Electric Inc., in their capacity as Proposal funders and sponsors as set out herein;
- (p) "**Proposal**" means this Proposal made pursuant to the Act, as further amended or supplemented from time to time;
- (q) "**Proven Claim**" means the amount claimed by a Creditor and approved by the Proposal Trustee and Planit;
- (r) "**Secured Creditor**" means the Creditor who has security against various assets of Planit with respect to their Claims, other than Lien Holders who have filed Builder's Liens with customers of Planit;
- (s) "**Proposal Trustee**" means Hardie & Kelly Inc. or its duly appointed successor or successors;

- (t) **"Unaffected Claims"** means claims that are not affected by this Proposal being the fees and disbursements of the Proposal Trustee, its counsel and secured creditors in relation to this Proposal;
- (u) **"Unaffected Creditors"** means the Proposal Trustee its legal counsel and secured creditors in relation to this Proposal.
- (v) **"Unsecured Creditor"** means any Creditor who has no security against any assets of Planit with respect to its Claim, including the Landlord and excluding the Unaffected Creditors.

Headings

- 5. The divisions of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein is for convenience of reference only and is not to affect the construction or interpretation of this Proposal.

Numbers, etc.

- 6. In this Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

Date for Action

- 7. In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

Time

- 8. All times expressed herein are in local time in Calgary, Alberta, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Calgary, Alberta, Canada.

Successors and Assigns

- 9. This Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, personal representatives, successors and assigns of all persons named or referred to herein.

Currency

- 10. All references to currency in this Proposal are to lawful money of Canada ("**Canadian Dollars**").

Accounting Principles

- 11. Accounting terms not otherwise defined have the meanings assigned to them in accordance with Canadian generally-accepted accounting principles.

Schedules

- 12. The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule A – Listing of Claims of Lien Holders and Unsecured Creditors.

Director Claims

13. Any Claims that arose before the Filing Date regardless of the date of crystallization of such Claim and that relate to the obligations of Planit, where the directors of Planit are by law liable in their capacity as directors for payments of such obligations, shall be deemed to be fully satisfied and discharged by the terms of this Proposal and shall not be enforceable against any of such current or former directors of Planit at law or in equity.

Statutory References

14. Except as otherwise provided herein, any reference in the Proposal to a statute including all regulations and amendments made under that statute or regulation(s) in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation(s).

PART 3 OVERVIEW OF THE PROPOSAL

Purpose of the Proposal

15. The purpose of this Proposal is to effect a compromise and arrangement of all Claims as against Planit, other than the Unaffected Claims with a view to increasing the recovery for all stakeholders (excluding claims owing to the Unaffected Creditors) while reducing the uncertainties, risks, costs, delays and possible losses for all Creditors that will otherwise occur. Planit has concluded, and the Proposal Trustee agrees, that the general body of creditors will obtain a greater and/or sooner return on their Claims if this Proposal is approved than would result from a forced liquidation of its assets.
16. Further, the Proposal will allow Planit to continue operations so as to avoid or minimize any adverse impact on current customers and to allow Planit the opportunity to retain and refer business to its established network of suppliers and contractors.
17. Creditors should review this Proposal to creditors before voting to accept or reject this Proposal. The transactions contemplated by this Proposal are to be implemented under the Act.

Effect of the Proposal

18. This Proposal restructures the affairs of Planit and amends the terms of any and all agreements between Planit and the Creditors existing as at the Effective Date and provides the essential terms on which all Claims will be fully and finally resolved and settled. All Creditors will be stayed from commencing or continuing any proceeding or remedy against Planit or any of its property or assets in respect of a Claim including, without limitation, any proceeding or remedy to recover payment of any monies owing to Creditors, to recover to enforce any judgment against Planit in respect of a Claim or to commence any formal proceedings against it other than as provided for under this Proposal.
19. For greater certainty, any and all Claims by the Unaffected Creditors remain valid and outstanding and shall not be compromised as part of the Proposal or affected in any way.
20. This Proposal will, as of the Effective Date, be binding on Planit, the Lien Holders and all Unsecured Creditors included in classes that approve the Proposal in the manner provided for in the Act.

PART 4
PROPOSAL – CLASSIFICATION AND TREATMENT OF CLAIMS

Classes of Creditors

21. There will be two classes of creditor voting on the Proposal:

Class 1 - Unsecured Creditors of Planit with valid Builder's Lien claims as against a Planit customer ("Lien Holders"); and

Class 2 – Unsecured Creditors with no Builder's Lien claims.

Amendments to Agreements

22. Notwithstanding the terms and conditions of all agreements or other arrangements with Creditors entered into before the Filing Date, all such agreements or other arrangements will be deemed to be amended to the extent necessary as of the Effective Date to give effect to all the terms and conditions of this Proposal. In the event of any conflict or inconsistency between the terms of such agreements or arrangements and the terms of this Proposal, the terms of this Proposal will govern. All Creditors will provide such acknowledgements, agreements, discharges or other documentation as may be necessary to give effect to the intent of this Proposal. After the Effective Date, the terms and conditions of this Proposal shall continue to apply to the obligations of Planit to the Secured Creditor unless such agreements or other arrangements are amended in writing.

Treatment of Claims

23. For the purposes of this Proposal, a holder of a Claim in a Class of Claim listed in Schedule A will receive the treatment provided for in this Proposal on account of such Claim. During the Proposal Period, and provided Planit is not in default hereunder, each creditor will be stayed from commencing or continuing any proceeding or remedy against Planit or its property based upon a Claim existing on or before the Filing Date, including, without limitation, any proceeding or remedy to recover payment of such Claim, to realize against any security granted in respect of such Claim, to recover or enforce a judgment against Planit in respect of such Claim or to initiate any proceedings against it in respect of such Claim, other than an application or proceeding in connection with this Proposal.

Claims Bar Date

24. The Proposal Trustee shall consider any Claims made by a Creditor up to the date and time of the Creditors' Meeting ("**Claims Bar Date**") to consider the Proposal after which no further Claims shall be allowed in the Proposal. In the event a Claim is not filed with the Proposal Trustee prior to the Claims Bar Date, the Claim shall be forever barred and shall not be considered for acceptance as a Proven Claim forming part of this Proposal, or at all.
25. For greater certainty, only Claims filed with the Proposal Trustee of Planit prior to the commencement of the Creditors' Meeting shall be considered as Claims by the Proposal Trustee.

Valuation and Treatment of Claims

26. Planit and the Proposal Trustee reserve the right to seek the assistance of the Court in valuing the Claim of any Creditor, if required, to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Creditor under the Proposal, as the case may be.
27. Secured Creditors (and for clarity, this does not include Creditors with Builder's Lien claims as against Planit customers) are unaffected by this Proposal and have no voting rights. Planit shall

continue to pay such Secured Creditors in accordance with those ongoing Loan and Security Agreements.

28. CRA claims for employee source deductions (but not GST or income tax payable claims generally) which are proven, will be paid in full without interest or penalty within 6 months of Court approval of the Proposal as required by S. 60(1.1) of the BIA. On November 16, 2017, CRA filed a claim with the Proposal Trustee indicating the amount due pursuant to this term of the Proposal is \$130,930.28.
29. Lien Holders and Unsecured Creditors will each vote as separate classes of Creditors under the Proposal. Each creditor in each of these classes will be treated as set out herein.
30. Upon the Approval Order being made, all Lien Holders and Unsecured Creditor amounts owing by Planit to the Lien Holders and the Unsecured Creditors shall be settled and extinguished as per the following payment schedule:
 - (a) Lien Holders with valid Builder's Liens will receive 75% of the agreed claim debt ("ACD") within 180 days of the registration of any valid Builder's Lien as against a Planit client or customer;
 - (b) Unsecured Creditors will receive 75% of their agreed claimed debt;
 - (c) Creditors with both valid Builder's Liens and additional unsecured claims will participate in both classes of creditors for voting and distribution purposes;
 - (d) By October 31, 2018, all Unsecured Creditors will receive a payment equal to the lesser of: 75% of their ACD or \$1,000.00;
 - (e) Regular debt payments, prorated to all remaining creditors, will occur in regular bi-annual payments starting July 31, 2020 and ending December 31, 2021.
31. The date of the final payment to each Unsecured Creditor may be extended to a future date beyond December 31, 2021 upon mutual written agreement between Planit and any individual Lien Holder or Unsecured Creditor who holds outstanding debt as of December 31, 2021.
32. Planit will have the option to settle and extinguish Lien Holder and Unsecured Claims earlier if corporate cash flow allows.
33. There will be no costs or interest payable to Lien Holders or Unsecured Creditors.
34. All Lien Holders shall forthwith discharge any Builder's Lien filed as against Planit's customers and discontinue, without costs, any related Statement of Claim, upon payment of the amount owing to it under this Proposal as it relates to their valid Builder's Liens.
35. The payment to Lien Holders and the Plan Approval by Unsecured Creditors shall act as full satisfaction of any claim to any Planit customer.

Effect of Payment

36. The Lien Holders and Unsecured Creditors will accept payment provided for in this Proposal in complete satisfaction of all their claims and all liens, certificates of pending litigation, execution or any similar charges or actions or proceedings in respect of such Claims will have no effect in law or equity against the property, assets and undertakings of Planit. Upon the making of all payments provided for in the Proposal, any and all such liens, certificates of pending litigation, executions or other similar charges or actions will be discharged, dismissed or vacated without costs to Planit.

Superintendent's Levy

37. The Superintendent's levy of 5% will be paid as required pursuant to s. 147 and 60(4) of the Act on all distributions to Lien Holders and Unsecured Creditors under this Proposal.

Payment of Fees

38. All proper fees and expenses of the Proposal Trustee and reasonable legal and other professional fees on and incidental to the proceedings arising out of this Proposal and in connection with the preparation of this Proposal and in the administration of this Proposal, including advice to Planit in connection therewith, will be paid in priority to all claims of Lien Holders and Unsecured Creditors.

PART 5 PROPOSAL SPONSORS AND DISTRIBUTIONS

39. The Proposal Sponsors are all significant pre-filing creditors of Planit who have agreed to provide financial and management assistance to Planit on an ongoing basis. Such post-filing amounts have, in certain instances, been secured and are, as such, Unaffected Claims.
40. In consideration for the Proposal Sponsors providing such additional financial and management assistance, the Proposal Sponsors shall receive a majority of Planit's equity, which equity is not being offered to the Lien Claimants or Unsecured Creditors under this Proposal. Absent the support of the Proposal Sponsors, Planit could not have made this Proposal and would have been forced into liquidation to the detriment of Planit's Creditors, customers, contractors and suppliers.
41. The ongoing support and assistance of the Plan Sponsors will enhance Planit's ability to make the future payments contemplated by this Proposal.

Implementation of Proposal

42. It is intended that Post Plan Approval suppliers and creditors will be paid from cash flow and operations prior to Proposal payments payable under this Plan.
43. In the event that the Proposal is approved as provided for herein, then Planit shall make the payments as set out herein.

PART 6 PROPOSAL TRUSTEE

Confirmation of Appointment

44. The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of Planit.

Meeting of Creditors

45. The Creditors' Meeting will be held on December 29, 2017 at 10:00 a.m. at the Blackfoot Hotel, 5940 Blackfoot Trail S.E., Calgary, Alberta unless adjourned by the Proposal Trustee. The Proposal Trustee shall preside as the chair of the Creditors' Meeting and will decide all matters

relating to the conduct of the Creditors' Meeting. The only persons entitled to attend the Creditors' Meeting are those persons, including the holders of proxies, entitled to vote at the Creditors' Meeting. Any other person may be admitted on invitation of the Proposal Trustee or with the consent of the Creditors.

Proofs of Claim

46. All Creditors will be required to submit a proof of claim to the Proposal Trustee and the face amount thereof will govern for the purpose of voting at the Meeting of Creditors to be held to consider this Proposal, unless otherwise disputed or disallowed by the chair of the meeting. Thereafter, the Proposal Trustee will examine all proofs of claim and may require further evidence and support of the Claim or the security therefore. The provisions of s.135 of the Act will apply to all proofs of claim submitted by Creditors.

Conditions Precedent

47. As provided for in the Act, the payments and arrangements set out in this Proposal will not take effect unless the conditions set forth below are substantially satisfied on or before the Effective Date:
- a. All approvals and consents to the Proposal that may be required have been obtained;
 - b. The Approval Order has been issued;
 - c. No order or decree restraining or enjoining the consummation of the transactions contemplated by this Proposal will have been issued; and
 - d. All agreements or instruments necessary to effect the intention and purpose of this Proposal shall have been received by Planit in a form satisfactory to Planit and the Proposal Trustee.

Application for Approval Order

48. The Proposal Trustee will apply forthwith to the Court for the Approval Order upon approval by the Lien Holders and Unsecured Creditors of this Proposal.

Discharge of Proposal Trustee

49. For greater certainty, the Proposal Trustee will not be responsible or liable for any payments contemplated herein nor for any obligations of Planit and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default. The Proposal Trustee will monitor and report upon the various payments to creditors required herein and shall be entitled to its discharge upon Planit making its final payment required herein.

PART 7 RELEASE

50. On the Distribution Date, Planit including the officers and directors shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action owing to or held by any of the Creditors or any Claims by the Lien Holders and Unaffected Creditors.

**PART 8
SUPPORT AGREEMENTS**

51. Planit has reviewed the terms of this Proposal with numerous of its Lien Claimants and Unsecured Creditors and has obtained numerous binding Support Agreements to vote in favour of the terms of this Proposal.

**PART 9
MISCELLANEOUS**

Modification

52. Planit may propose amendments to the Proposal at any time prior to the conclusion of the Creditors' Meeting provided that any such amendment, in the opinion of Planit, does not reduce the rights and benefits given to Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

Further Actions

53. Planit and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

54. All obligations of Planit under this Proposal will commence as of the Effective Date. All terms of this Proposal will take effect as of the Effective Date.

Binding Effect

55. The provisions of this Proposal will be binding on the Creditors and Planit and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Approval Order after all appeal periods have expired.

Compromise Effective for all Purposes

56. The payment, compromise or other satisfaction of any Claim under this Proposal shall be binding upon such Creditor, its heirs, executors, administrators, successors and assigns, for all purposes and shall also be effective to relieve any third party directly or indirectly liable for such indebtedness, whether as guarantor, indemnitor, tenant, director, joint covenantor, principal or otherwise.

Fraudulent Conveyance

57. Section 91 through and including s. 101 of the BIA do not apply to this Proposal.

Governing Law

58. This Proposal will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

59. Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Proposal shall be in writing and shall be effectively given and made if (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by email transmission, in each case to the applicable address set out below:

(a) if to Planit:

Planit Builders Ltd.
Unit 1200, 12175 – 40th Street SE
Calgary, AB, T2Z 4E6
Attention: Mike Huber

(b) if to the Proposal Trustee:

Hardie & Kelly Inc.
110, 5800 – 2nd Street SW
Calgary, AB, T2H 0H2
Attention: Marc Kelly

DATED at Calgary, in the Province of Alberta, this 24th day of November, 2017.

Planit Builders Ltd.

Per: 

Mike Huber

Authorized Signatory

"I have the authority to bind the corporation"

SCHEDULE "A"

Schedule of Lien Holders

In the matter of the proposal of
Planit Builders Ltd.
of the City of Calgary, In the Province of Alberta

<i>Creditor Name</i>	<i>SOA Amount</i>
1. Access Concrete Ltd.	11,030.78
2. Action Flooring LTD	83,688.53
3. Always Plumbing & Heating Ltd. - EDMON	30,727.90
4. Ashley Carpets Ltd.	33,086.97
5. CMN Electrical Systems Ltd.	12,154.93
6. Eagle Asphalt Paving Ltd.	2,572.50
7. Equal Door Industries	17,034.15
8. Fancy Doors & Mouldings Ltd	13,028.48
9. Four Angles Painting	2,005.80
10. G.A.L	7,625.50
11. Knox Carpentry	3,372.18
12. MainLark Developments Inc.	9,077.00
13. Mint Floor Coverings	29,346.31
14. Mission Building Supplies (1985) ltd.	10,335.85
15. Pro Painting Solutions Inc.	14,009.52
16. Protech Gasfitting	3,517.50
17. Scorpion Electrical Solutions Inc.	6,151.18
18. Siena Flooring Inc.	38,447.80
	<hr/>
	327,212.88

Schedule of Unsecured Creditors

In the matter of the proposal of
Planit Builders Ltd.
of the City of Calgary, in the Province of Alberta

<i>Creditor Name</i>	<i>SOA Amount</i>
1. 3B Painting Ltd	1,176.00
2. 4-Star Electric	1,144.17
3. A L Exteriors	9,835.70
4. A One Kitchen Cabinets Ltd.	6,557.25
5. ABC Construction and Restorations Ltd	50,187.93
6. Access Concrete Ltd.	5,457.59
7. Access Plumbing & Heating Ltd	13,186.04
8. ACT Exteriors	30,259.45
9. Action Door Services Ltd.	30,561.68
10. Action Flooring LTD	2,291.52
11. Advanced Furnace & Carpet Cleaning	2,863.05
12. Aesthetic Concrete	5,479.53
13. Airmaid Furnace & Duct Cleaning Ltd.	14,114.34
14. AJ Wrought Iron Security	1,391.25
15. Alberta Carpet & Furnance	8,720.80
16. All ASAP Construction Ltd.	1,417.50
17. Alta Stucco Systems Ltd	2,835.00
18. Altima Electric	1,272.92
19. Always Plumbing & Heating Ltd. - EDMON	153,878.52
20. Amelco Electric Ltd	13,190.47
21. Ancient Stoneworks	1,500.63
22. Ara Marble & Construction	514.50
23. Artistic Stairs Inc.	2,278.50
24. Ashley Carpets Ltd.	51,128.61
25. BA Robinson Co Ltd	8,878.78
26. Barcol Doors and Windows	4,494.00
27. BBB Edmonton	498.75
28. Belanger, Fern	149,569.39
29. Big Al's Texturing	693,473.41
30. Big Foot Building Products inc.	36,134.86
31. Bodkin Leasing Corporation	1.00
32. Borden Ladner Gervais LLP	507.15
33. Bravura Holdings Inc.	4,672.50

34.	BT Woodwork Ltd.	8,095.09
35.	Builders Dream Inc	6,364.52
36.	BuilderTREND Solutions Inc.	1,797.00
37.	Bullit - 1014070 AB Ltd	13,645.88
38.	Caldek Sundeck Systems Inc.	3,150.00
39.	Calgary Aggregate Recycling Ltd.	2,434.70
40.	Can den Contracting Ltd.	1,243.00
41.	Canon Canada Inc.	839.96
42.	Cartwright Lighting	6,608.00
43.	Caterpillar Financial Services Limited	2.00
44.	CertaPro Painters Edmonton Ltd.	14,174.56
45.	Cheap Hauling Ltd	3,052.92
46.	Chinook Glass & Screen Ltd	232.24
47.	City of Calgary - Finance Tax & Receivables	3,613.57
48.	City of Calgary- Parking Authority	2,504.00
49.	City of Edmonton- Landfill	948.50
50.	Classic Landscapes Limited	657.27
51.	Clear Skies Heating & Air Conditioning	3,223.43
52.	CMN Electrical Systems Ltd.	33,758.98
53.	Co-operators - Auto	277.67
54.	Co-operators - Commercial	684.89
55.	Coates, Brian	11.43
56.	Concrete Cowboys	4,311.60
57.	Concrete Crushing	1,874.25
58.	Contemporary Coatings	9,882.96
59.	Corus Radio	23,033.00
60.	Cory, Fortney	4,393.14
61.	Canada Revenue Agency	239,417.28
62.	Daisy Cleaning	17,021.23
63.	Dale Adams Automotive Ltd	1,850.14
64.	Dashboard Stucco & Stone	14,986.00
65.	Deemack Enterprises Ltd.	911.84
66.	Dell Canada	492.14
67.	Dell Finance	104.44
68.	Deluxe Painting Ltd.	3,427.50
69.	Dwight's Roofing Ltd.	7,370.22
70.	Dynamic Door & Construction Services Ltd.	262.50
71.	Dynamysk Investments Ltd	137,494.34
72.	Eagle Asphalt Paving Ltd.	1.00
73.	Emerson Clark Printing Corporation Ltd.	41,129.55
74.	emethod Inc	126.00
75.	Empress Loam Ltd	176.40

76.	Equal Door Industries	4,099.55
77.	Esso/Imperial Oil	16,000.00
78.	Exact Touch Painting & Decorating	2,943.78
79.	Exceptionnel Cleaning Service Ltd.	971.25
80.	Fairweather Framing	7,892.01
81.	Fancy Doors & Mouldings Ltd	1,086.42
82.	Four Angles Painting	4,071.09
83.	Freake Construction Corp.	4,684.30
84.	Frycor	19,829.26
85.	G.A.L	6,333.34
86.	G.C. Construction	3,335.85
87.	GBS Painting	121,313.08
88.	Gloss Works	3,881.50
89.	Gregory, Harriman & Associates LLP	4,111.84
90.	Grier Alternative Finance Inc.	1.00
91.	H & M Mechanical Ltd.	248,022.28
92.	Hands on Janitorial Service - EDMONTON	9,309.75
93.	Handyman Hank Ltd	1,228.92
94.	Hard Rock Developments Inc	333.57
95.	Hardcore Concrete Sawing & Drilling LTD	1,468.75
96.	Hoffman Dorchik LLP	3,596.25
97.	Horizon Heating Ltd	174,803.33
98.	Hot Mix Paving	4,305.00
99.	Huber, Chris	20,000.00
100.	Huber, Mike	12,493.86
101.	IB Engineering LTD	2,828.50
102.	Illusion Electric Inc.	35,866.12
103.	Infinity Carpentry	14,875.73
104.	J. R. Practical Landscapes	1,713.00
105.	Jackson Law	3,970.66
106.	Jacquelyne Allen Interior Design	2,152.50
107.	JCP Exteriors Inc.	6,559.34
108.	Kal Tire	9,272.35
109.	Kal Tire	2,083.09
110.	Kal Tire, A Corporate Partnership	1.00
111.	Kangaroo Services	5,050.50
112.	Kcnwood Contracting	1,943.90
113.	KevCor Installation Ltd.	2,022.70
114.	King's Stones & Granite	2,915.15
115.	Knox Carpentry	10,786.20
116.	Kordick Closets and Doors	14,739.60
117.	L&C Contracting	10,325.17

118. Laird's Spindle & Railing Inc.	2,536.80
119. Lavender, Jackson	87.31
120. Liber Design Ltd.	76,708.81
121. Little John Painting Inc.	1,554.63
122. Lux Windows and Glass Ltd	187.15
123. Maguire Flooring	37,815.84
124. Mailman Builders Inc	1,270.93
125. Manulife Financial Attn: Lianne Stumpf	3,996.33
126. Master Glazing	210.00
127. Menzie Adams	4,599.67
128. Meridian Onecap Credit Corp	1.00
129. Minister of Finance (TICKETS)	350.00
130. Mint Floor Coverings	89,531.04
131. Mission Building Supplies (1985) ltd.	2,999.52
132. MJP Ventures	1.00
133. Monarch Siding Centre	18.98
134. National Leasing Group Inc.	1.00
135. Nichols, Tyler	275.67
136. Ninja Painters Inc.	1,500.00
137. Nissan Canada Finance, A Division of Nissan Canada Inc.	1.00
138. Omega 2000 Cribbing Inc	27,235.83
139. OPAC Construction LTD.	4,599.67
140. Out of Sight Hauling & Disposal Services	13,335.37
141. P & S Construction and Roofing Ltd.	1,785.00
142. Paradis, Paula and Rob	1.00
143. Patricia DeRoose Interiors	4,200.00
144. Paws N' Wheel Wash	194.40
145. Petro Canada	253.79
146. PitneyWorks	289.08
147. Polcan Construction	15,279.12
148. Precision Concrete Pumping	804.30
149. Premiere Woodworking Ltd	4,195.07
150. Pro Painting Solutions Inc.	9,077.46
151. Pro-Master Contracting Ltd.	4,073.44
152. Protech Gasfitting	1.00
153. Provence Fine Homes & Developments	3,353.71
154. Purolator	512.78
155. QAW Electrical Ltd.	17,283.00
156. RC's Custom Exteriors LTD	11,043.52
157. Red House Services	12,781.33
158. Regal Building Materials c/o Scott W. Caine	1.00

159. Reno Ready	3,013.50
160. Ritc-Way Fencing Inc.	11,925.71
161. Rona Inc. c/o Dunphy Best Blocksom LLP	59,803.32
162. Roynat Inc.	1.00
163. Sabes Electrical & Development inc.	4,818.97
164. Scorpion Electrical Solutions Inc.	37,159.16
165. Shadow Cat Construction Inc	3,070.55
166. Shaw Cable	163.22
167. Shaw GMC Chevrolet Buick Ltd.	1.00
168. Siena Flooring Inc.	10,432.57
169. Six Point Excavating	12,371.01
170. SkyWay West	303.45
171. Soil King	191.10
172. Sonny Vendor	5,209.94
173. Sons of Electric Inc	115,570.99
174. Steam Dry Canada	187.95
175. Steve B Vendor	3,458.48
176. Strathmore Building Supplies inc.	53,607.81
177. Summit Acceptance Corp	1.00
178. Summit Plumbing and Heating Inc.	9,565.35
179. Sunbelt Rentals	402.74
180. Super Save Group	354.96
181. Superior Walls Alberta Ltd	5,441.20
182. Talon Concrete Cutting & Coring Ltd.	1,785.00
183. TD Canada Trust c/o BankruptcyHighway.com	1.00
184. Telus Communications	354.95
185. Telus Communications	576.46
186. The Built-In Vacuum Installer ltd.	2,642.58
187. The Printing House Ltd.	338.24
188. The Spindle Factory Ltd.	1,571.14
189. Thom, Justin	813.75
190. TNA Framing & Contracting	1,600.20
191. Tom Harris Cellular	173.25
192. Top Gun Exteriors	14,033.72
193. Top Shelf Closets and Glass Inc.-EDMON	11,931.08
194. Trades Labour Corp	497.55
195. Travis Wiebe	45,454.28
196. TYD Enterprises	10,701.00
197. Vacuflo	3,558.72
198. versalt	3,000.00
199. Vista Geomatics Ltd	347.15
200. Walkabout Enterprises Lt.	14,394.98

201. Walsh, Sharon and Steve	2,051.70
202. WCB	26,240.00
203. Western Marble Craft (1986) Ltd- EDMON	4,584.94
204. Western One Rentals and Sales c/o Rob Davis	9,855.08
205. Westmark Developments	10,704.10
206. Wood, Matthew (1692628 Ab Ltd.)	1,512.00
207. Young Guns Concrete	25,656.74
208. YYC Closets and Glass	18,259.11
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