

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

Dated this 4 day of Jan. 2019
for Registrar at Calgary
Bankruptcy Division of the
Court of Queen's Bench of Alberta



Clerk's stamp:

COURT FILE NUMBER 25-094950

COURT COURT OF QUEEN'S BENCH OF ALBERTA, IN BANKRUPTCY

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED

AND IN THE MATTER OF WHOZAGOOD INC.

APPLICANT PDW HOLDINGS, INC.

RESPONDENT WHOZAGOOD INC.

DOCUMENT **INTERIM RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT BLAKE, CASSELS & GRAYDON LLP
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File No.: 180187/1

DATE ON WHICH ORDER WAS PRONOUNCED: December 6, 2018

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K.M. Horner

UPON THE APPLICATION of PDW Holdings, Inc. in respect of WhoZaGood Inc. (the "Application");

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AND UPON having read the Affidavit of Peter D. Weber, sworn on November 21, 2018, and the Affidavit of Lindsay Farr, sworn on November 27, 2018;

AND UPON noting the consent of Hardie & Kelly Inc. ("H&K") to be appointed as interim receiver over certain assets of WhoZaGood Inc. and being satisfied that it is a person qualified to act;

AND UPON hearing from counsel for PDW Holdings, Inc. ("PDW") and counsel for WhoZaGood Inc. ("WZG");

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of the Application and materials filed in support thereof is hereby validated and deemed good and sufficient, the time for service of the Application is hereby abridged to that actually given, and this Application is properly returnable today.

BANKRUPTCY APPLICATION

2. The Application of PDW for a bankruptcy order against WZG is hereby adjourned *sine die* and PDW may write to this Court to bring back the Application for a bankruptcy order against WZG at any time.
3. PDW has leave to file further evidence in support of its Application for a bankruptcy order against WZG.

APPOINTMENT

4. Pursuant to section 47.1 of the *Bankruptcy and Insolvency Act (Canada)* ("BIA"), H&K is appointed as interim receiver (the "**Interim Receiver**"), without security, of all of WZG's current books, records, computers, and any other documentation related to the operation of the company (the "**Property**").

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INTERIM RECEIVER'S POWERS

5. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized (but not obligated) to do any of the following where the Interim Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property, including, but not limited to, all Property located at 13911 Deer Ridge Dr. SE, Calgary, Alberta (the "**Subject Premises**");
 - (b) to receive, preserve, and protect the Property of WZG or any part or parts thereof, including, but not limited to, copying, imaging, or relocating the Property to safeguard it as may be necessary or desirable. In so doing, shall hold copies of all paper documents without copying the same until requested to make copies or return the documents, by the WZG, the Proposal Trustee (defined below) or the Court;
 - (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;
 - (d) to enter the Subject Premises without first obtaining consent from any registered owner, landlord, tenant, or person residing in or occupying the Subject Premises for the purpose of locating, identifying, and taking possession and control of the Property. The Subject Premises includes any automobiles, storage facilities, or other premises upon which computing devices, discs, or electronic storage devices of WZG are located;

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- (e) to take control any property of a third party that is inter-mingled with the Property of WZG or any Property that is subject to solicitor-client privilege (the "**Exempt Property**"). so long as the Exempt Property, when identified by the Interim Receiver is returned to the relevant party within a reasonable period of time;
- (f) to locate in the Records (defined below) and provide any information reasonably requested by the proposal trustee (the "**Proposal Trustee**") pursuant to WZG's notice of intention to make a proposal in Court No. 25-2452031 to perform its duties in 50.4 (7); and
- (g) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including WZG, and without interference from any other Person, but subject to the powers of any trustee that may be appointed pursuant to the bankruptcy of WZG.

6. With respect to paragraph 5(e) above, if WZG provides the Interim Receiver with a written objection (an "**Objection**") about the disclosure of any information, documents or records as being Exempt Property, then such Property shall not be disclosed to any person other than counsel for WZG or the Interim Receiver and, to the extent it is in dispute, the Court, until such time as this Court has made a determination on the appropriateness of an Objection. WZG may not arbitrarily object to the disclosure of any information related to any Property and any Objection must include reasonable grounds for opposing disclosure.
7. Notwithstanding any other provision of this Order, any search of the Subject Premises which is carried out by or on behalf of the Interim Receiver for the purpose of locating, identifying, and taking possession and control of the Property:

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- (a) shall take place between the hours of 9:00 a.m. and 5:30 p.m. on any day of the week other than Sunday or as otherwise agreed to between WZG and the Interim Receiver;
 - (b) if not completed prior to 5:30 p.m. on any particular day, may be completed between 9:00 a.m. and 5:30 p.m. on a subsequent day (other than a Sunday); and
 - (c) shall involve no more than three persons carrying out such a search, including contractors or agents whose assistance, services, or expertise the Interim Receiver may require, such as legal counsel, locksmiths, bailiffs, computer technicians, and peace officers.
8. Notwithstanding any other provision of this Order, the Interim Receiver shall return to WZG, or its counsel, all Property requested by WZG to be returned, after that Property has been properly secured by the Interim Receiver and copies or images have been taken by the Interim Receiver.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

9. (i) WZG, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel, and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver upon the Interim Receiver's request.
10. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, and information of any kind related to the business or affairs of WZG, and any computer programs, computer tapes, computer disks, or other data storage media

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containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain, and take away copies or images thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software, and physical facilities relating thereto.

11. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Interim Receiver to recover and fully copy or image all of the information contained therein whether by way of printing the information onto paper, scanning or imaging the Records, or making copies of computer disks, or such other manner of retrieving and copying or imaging the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase, or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

12. No proceeding or enforcement process in any court or tribunal shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

INTERIM RECEIVER TO CONTROL FUNDS AND ALL BANK ACCOUNTS

13. All bank accounts owned or controlled by WZG are hereby frozen to WZG.

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14. Notwithstanding paragraph 13 above, WZG is to retain full management and control of the business and affairs of WZG and is responsible for identifying and paying all normal course business expenses. To the extent WZG requires any outgoing transfers from WZG's bank accounts, WZG may make a request to the Proposal Trustee for authorization for a payment to be made, with notice of such requests and authorizations to be given to the Interim Receiver. All incoming transfers to the bank accounts of WZG shall be managed by WZG only with the authorization of the Proposal Trustee.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

15. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Interim Receiver under any applicable law, including, without limitation, section 14.06, 81.4(5), or 81.6(3) of the BIA.

INTERIM RECEIVER'S AND COUNSEL'S ACCOUNTS

16. The Interim Receiver and counsel for the Interim Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim Receiver and counsel for the Interim Receiver are to send their invoices to WZG, which invoices are to be paid when due and in the normal course.
17. Counsel for PDW shall be paid its reasonable fees and disbursements in relation to the Application and this Order, incurred at its standard rates and charges. Counsel to PDW is to send its invoices to WZG, which invoices are to be paid when due and in the normal course.
18. The Interim Receiver, counsel for the Interim Receiver and counsel to PDW shall provide to WZG a weekly statement of time and charges that are to be paid by WZG.
19. The Interim Receiver, counsel for the Interim Receiver, and counsel to PDW shall be entitled to and are hereby granted a charge (the "**Interim Receivership Charge**") on all


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current and future assets of WZG, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Interim Receivership Charge shall form a first charge on the Property and any other assets of WZG in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

GENERAL

20. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
21. The Interim Receiver may from time to time, at the request of the Proposal Trustee, report to the Court on the Property.
22. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, to the extent the Interim Receiver is requested to report to the Court, such reporting is not required to be in affidavit form and shall be considered by this Court as evidence. Any reporting provided to this Court by the Interim Receiver shall not include any document or records to which there has been an Objection raised until such Objection has been withdrawn or the Court has ruled upon the same.
23. Nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of WZG.
24. 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 Interim 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 and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

- 25. The Interim Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- 26. Any interested party may apply to this Court to vary or amend this Order on not less than seven days' notice to the Interim Receiver and to any other party likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.
- 27. The costs of and incidental to the Application and this Order shall be paid to PDW.



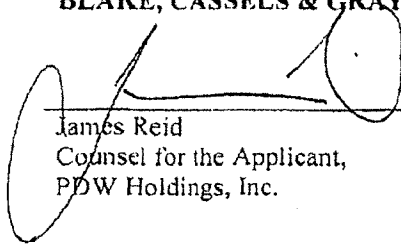
 J.C. Q.B.A.
 FOR JUSTICE K.M. HORNER

APPROVED as to Order granted

The Honorable Mr. Justice
D. Labrenz

BLAKE, CASSELS & GRAYDON LLP

BILLINGTON BARRISTERS



 James Reid
 Counsel for the Applicant,
 PDW Holdings, Inc.

 Richard Billington Q.C.
 Counsel for the Respondent,
 WhoZaGood Inc.

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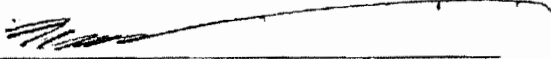
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APPROVED as to Order granted

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