

December 19, 2017

Our file No. Jayde Building Construction Ltd. Court No. 24-2317226

Dear Sir/Madam:

Re: The Matter of the Division I Proposal of Jayde Building Construction Ltd.

Jayde Building Construction Ltd. ("Jayde Building") filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* on November 20, 2017 and MNP Ltd. was appointed Trustee. We enclose for your review the following documents pertaining to the filing of the Division I Proposal:

- 1. Trustee's Report to Creditors;
- 2. Notice of Proposal to Creditors;
- 3. Division I Proposal;
- 4. Statement of Affairs;
- 5. Proof of Claim and Proxy Form; and a
- 6. Voting Letter.

To be eligible to vote on the Division I Proposal, creditors must complete and file a proof of claim. This must be received at the offices of MNP Ltd., Suite 1300, 10235-101 Street, Edmonton, Alberta, T5J 3G1 prior to the First Meeting of Creditors to be held at 10:00 AM on January 9, 2018. In support of your claim, please provide proof marked as Schedule "A" by way of a statement of account, copies of invoices, or other acceptable means that demonstrate arrears owing as of November 20, 2017. We would appreciate receipt of your Proof of Claim and Proxy and/or Voting Letter at least three days prior to January 9, 2018.

Upon filing a valid Proof of Claim, creditors can vote in one of the three (3) following ways:

- 1. Attend the First Meeting of Creditors and place your vote in person;
- 2. Submit a Voting Letter along with your Proof of Claim; or,
- 3. Submit a Proxy along with Proof of Claim.

In order for the Division I Proposal to be accepted by the creditors, it requires a majority in number of voting creditors, and two-thirds in dollar value in the claims of the voting creditors.

Should the Proposal be rejected, Jayde Building will be deemed to have filed an assignment into bankruptcy.





If you have any questions or concerns regarding the Division I Proposal or our Report, please contact our office at (780) 455-1155.

Yours truly,

MNP Ltd.
In its capacity as Trustee of the Division I Proposal of Jayde Building Construction Ltd.
And not in its personal capacity

Per: Rounut



Alberta

Division No.

01 - Edmonton

Court No.

24-2317226

Estate No.

24-2317226

FORM 92 Notice of Proposal to Creditors (Section 51 of the Act)

In the matter of the proposal of Jayde Building Construction Ltd. of the City of Spruce Grove, in the Province of Alberta

Take notice that Jayde Building Construction Ltd. of the City of Spruce Grove in the Province of Alberta has lodged with us a proposal under the Bankruptcy and Insolvency Act.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

A general meeting of the creditors will be held at Suite 1300, 10235 - 101 Street NW, Edmonton, AB on the 9th day of January 2018 at 10:00 AM.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with us prior to the commencement of the meeting.

Dated at the City of Edmonton in the Province of Alberta, this 19th day of December 2017.

MNP Ltd. - Licensed Insolvency Trustee

Per:

Eric Sirrs - Licensed Insolvency Trustee

Suite 1300, 10235 - 101 Street NW

Parke mount

Edmonton AB T5J 3G1

Phone: (780) 455-1155 Fax: (780) 409-5415

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

| | List of Creditors with claims of \$25 | 0 or more. | |
|---|--|------------------|--------------|
| Creditor | Address | Account# | Claim Amount |
| Brookside Exteriors Inc. | 101 - 26230 TWP Rd 531A Acheson AB T7X 5A4 | | 14,618.90 |
| Canadian Western Bank | 2500 10303 Jasper Avenue Edmonton AB T5J 3N6 | | 261,053.51 |
| Cooper Equipment Rentals Lenore Noseworthy/ Darrel Cooper | 8430 - 24 Street Edmonton AB T6P 1X8 | | 14,188.98 |
| CRA - Tax - Prairies Pacific Insolvency Intake Centre | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 | | 60,000.00 |
| IBI Group | Suite 300 10830 Jasper Avenue Edmonton AB T5J 2B3 | | 7,693.20 |
| ISL Engineering and Land Services | Suite 100 7909 - 51 Avenue Edmonton AB T6E 5L9 | | 16,338.00 |
| Kitchen Craft Cabinetry | 1180 Springfield Road Winnipeg MB R2C 2Z2 | | 13,987.88 |
| Kiwi Nurseries | 27007 TWP Road 532 Spruce Grove AB T7X 3M1 | | 5,609.65 |
| Lee Built Ltd | 54524 Range Road 275 Sturgeon County AB T8R 1Z1 | | 19,437.56 |
| Lorrelind Holdings Ltd. | 102 9333 - 47 Street Edmonton AB-T6B 2R7 | | 735,000.00 |
| Middleton Flooring | 229 - 1 Avenue Spruce Grove AB T7X 2K6 | | 8,709.75 |
| Power Works Electrical | Suite 26 308 Westgrove Drive Spruce Grove AB T7X 7P9 | | 35,173.00 |
| Servus Credit Union Ltd MasterCard | PO Box 4637 Toronto ON M5W 5C6 | 5527490100005574 | 6,994.02 |
| Star Mechanical (Edm) Ltd | 12928 170 Street NW Edmonton AB T5V 0B4 | | 12,080.62 |
| Fhe Black Dirt Company | Box 3130 Spruce Grove AB T7X 3A5 | | 8,770.90 |
| The Brick | PO Box 132 Malton Station Mississauga ON L4T 4E2 | | 23,061.81 |
| Jnites Rentals c/o Priority Credit Recovery Inc, | 17315 108 Avenue Edmonton AB T5S 1G2 | | 624.41 |
| Iniversal Stone | 15916 - 114 Avenue Edmonton AB T5M 2Z4 | | 12,047.19 |

FORM 92 --- Concluded

| List of Creditors with claims of \$250 or more. | | | | |
|---|--|--|--------------|--|
| Creditor Address Account# Claim Amount | | | | |
| Urban Forester Inc 47 Healy Drive SW Calgary AB T2V 2Z8 | | | 1,579.00 | |
| Total | | | 1,256,968.38 | |

District of Alberta
Division No: 01-Edmonton
Court No: 24-2317226
Estate No: 24-2317226

IN THE COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL DISTRICT OF EDMONTON IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE DIVISION I PROPOSAL OF Jayde Building Construction Ltd.

TRUSTEE'S REPORT TO THE CREDITORS

A. INDEPENDENCE OF TRUSTEE:

The Trustee has no other current or past associations with Jayde Building Construction Ltd. ("Jayde") and/or its representatives.

B. BACKGROUND AND CAUSE OF FINANCIAL DIFFICULTY:

Jayde is a small family owned business specialling in multi family construction of townhouses, residential condominiums and low-income housing apartments. Jayde attributes its financial difficulties to a slow down in the real estate market and an inability to quickly sell units which led to significant cash flow issues.

C. CONDUCT OF THE DEBTOR:

Nothing has been brought to the attention of the Trustee that would indicate the existence of any fraudulent transactions as defined under Sections 91 to 101 of the Bankruptcy and Insolvency Act.

D. FINANCIAL POSITION:

The financial position of Jayde has been disclosed in the enclosed Statement of Affairs.

E. IDENTIFICATION AND EVALUATION OF ASSETS:

A listing of assets and the respective values has been reported in the Statement of Affairs.

F. CREDITOR'S CLAIMS:

The list of creditors and the amounts of their claims as at November 20, 2017 (date Proposal was filed with Industry Canada) is included in the Statement of Affairs.

G. REMUNERATION OF TRUSTEE:

The Trustee's fees shall be paid from time to time out of the funds already in the possession of the Trustee or as funds become available pursuant to the terms of the Proposal plus

disbursements and GST. All fees will be submitted by the Trustee for approval and taxation by the Court pursuant to the *Bankruptcy and Insolvency Act*.

H. PROOF OF CLAIMS:

In completing a proof of claim, the creditors should include all amounts owing up to November 20, 2017 (date Proposal was filed with Industry Canada). All amounts incurred after November 20, 2017 (date Proposal was filed with Industry Canada), if any, will be paid by Jayde in the ordinary course of business

I. ANTICIPATED DIVIDEND TO THE CREDITORS:

It is estimated that the dividends payable to the unsecured creditors in the Proposal will total the sum of \$83,555.54, which represents a dividend of 32% of the total unsecured indebtedness. By comparison, it is estimated that the dividend payable to the unsecured creditors in a Bankruptcy will total the sum of \$0.00, which represents a dividend of 0% of the total unsecured indebtedness. These amounts are before payment of the Trustee's fees and disbursements and the Superintendent's Levy.

J. RECOMMENDATION AND CONCLUSION:

In reviewing the comparative analysis of the Projected Dividends attached as **Exhibit A** to this Report it is evident that the creditors will receive greater dividends in a Proposal than they would otherwise receive in Bankruptcy. **Please note that the rejection of this Proposal will result in an automatic Bankruptcy**.

Historical and current financial information supplied by the related third party making the proposal payments indicates that the related party is able to make quarterly payments in the sum of \$6,963.00 to the Trustee. Accordingly, it is likely that Jayde will be able to perform the Proposal.

It is our opinion that Jayde is acting in good faith and with due diligence in its effort to restructure its unsecured debt. Jayde has demonstrated a willingness to complete the terms of the Proposal in an effort to maximize recovery for the unsecured creditors.

Based on the information provided in this Report, it is recommendation of the Trustee that the unsecured creditors accept the Proposal.

Dated at the City of Edmonton, in the province of Alberta, on December 19, 2017.

MNP Ltd.

In its capacity as Trustee of the Division I Proposal of **Jayde Building Construction Ltd.**And not in its personal capacity

Per: Karen Aylward, CIRP, Licensed Insolvency Trustee

JAYDE BUILDING CONSTRUCTION LTD.

COMPARATIVE ANALYSIS OF PROJECTED DIVIDENDS

PROPOSAL VS. BANKRUPTCY

| | PROPOSAL \$ | BANKRUPTCY \$ |
|--|----------------------------|------------------|
| As of December 19, 2017 | | |
| Real Property (1) | | 315,000.00 |
| Secured Debt (2) | | (996,053.51) |
| CRA Deemed Trust Claim (3) | (16,444.46) | (16,444.46) |
| Proposal Fund (4) | 100,000.00 | |
| Total Funds Available before Trustee's Fees, Disbursements | 83,555.54 | (697,497.97) |
| Estimated Total Unsecured Claims(5) | 260,915.87 | 260,915.87 |
| Estimated Dividend as a Percentage of Unsecured Claims before Trustee's Fees, Disbursements and Levy | 32.0% | 0% |
| Estimated Professional Fees and Expenses Payment of CRA Source Deduction Claim | (25,000.00) (16,444.54) | (25,000.00) |
| Estimated Distribution to Unsecured Creditors (before Levy) | 42,111.00 | |

Notes:

- 1. Estimated realization value of Real Property based upon recent property tax assessment and is before associated selling costs.
- 2. Secured creditor amounts based upon the books and records of Jayde Building Construction Ltd.
- 3. Estimated value of the CRA Deemed Trust claim based upon recent Trust Examination performed by CRA.
- 4. Proposal Fund includes cash payments being made by related third party.
- Unsecured claim amounts based upon the books and records of Jayde Building Construction Ltd. and are comprised
 of the amounts stated on the Statement of Affairs (not including estimated shortfalls to secured creditors).

District of Alberta Division No. 01-Edmonton Court No. 24-2317226 Estate No. 24-2317226

IN THE MATTER OF THE DIVISION I PROPOSAL OF JAYDE BUILDING CONSTRUCTION LTD. DIVISION I PROPOSAL

(Section 50 of the Bankruptcy and Insolvency Act)

TABLE OF CONTENTS

| <u> </u> | <u>Page</u> |
|--|-------------|
| ARTICLE 1 – DEFINITIONS | 3 |
| ARTICLE 2 - INSOLVENT PERSON | 4 |
| ARTICLE 3 - PURPOSE AND EFFECT OF PROPOSAL | 4 |
| ARTICLE 4 - MEETING OF CREDITORS | 5 |
| ARTICLE 5 – ADMINISTRATION OF THE PROPOSAL | 5 |
| ARTICLE 6 – THIRD PARTY UNDERTAKINGS | 5 |
| ARTICLE 7 – DEFAULT BY INSOLVENT PERSON IN PERFORMANCE OF PROPOSAL | 5 |
| ARTICLE 8 - DEFINITION OF CREDITOR CLAIMS | 6 |
| ARTICLE 9 – ARRANGEMENTS AFFECTING CERTAIN CREDITORS | 6 |
| ARTICLE 10 – ARRANGEMENTS AFFECTING CERTAIN CROWN CLAIMS | 7 |
| ARTICLE 11 - ARRANGEMENTS AFFECTING SECURED CREDITORS | 7 |
| ARTICLE 12 - ARRANGEMENTS AFFECTING EMPLOYEES AND FORMER EMPLOYEES | 7 |
| ARTICLE 13 – ARRANGEMENTS AFFECTING PREFERRED CREDITORS | 8 |
| ARTICLE 14 - ARRANGEMENTS AFFECTING UNSECURED CREDITORS | 8 |
| ARTICLE 15 - ADMINISTRATIVE FEES AND EXPENSES | 9 |
| ARTICLE 16 – VALUATION OF CLAIMS, VOTING AND APPLICABLE DATES | 10 |
| ARTICLE 17 – MODIFICATIONS AND AMENDMENTS | 10 |
| ARTICLE 18 - NOTICE | 11 |

District of Alberta Division No. 01-Edmonton Court No. 24-2317226 Estate No. 24-2317226

Form 35

IN THE MATTER OF THE DIVISION I PROPOSAL OF JAYDE BUILDING CONSTRUCTION LTD.

AN INSOLVENT PERSON

DIVISION I PROPOSAL

(Section 50 of the Bankruptcy and Insolvency Act)

ARTICLE 1 - DEFINITIONS

1.1 Definitions

In this Proposal, the following words and phrases shall have the following respective meanings:

- a) "Acceptance" means the acceptance of the Proposal by the Creditors and the ratification of the Proposal by the Court;
- b) "Act" means the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended;
- c) "Certain Crown Claims" means those Creditors defined in Article 8.2 hereof;
- d) "Claims" has the meaning ascribed thereto in the Act;
- e) "Corporation" means Jayde Building Construction Ltd.;
- f) "Court" means the Court of Queen's Bench of Alberta in Bankruptcy and Insolvency;
- g) "Creditor" or "Creditors" means the creditors of the Corporation affected by the Proposal;
- h) "Effective Date" means the date that the terms of this Proposal become operative
 which is the date an Order of the Court approving the Proposal has been obtained
 and the appeal period from such Order has expired or, if any appeal is taken from
 such Order, a final Order dismissing such appeal has been obtained;
- i) "insolvent Person" means the Corporation;
- j) "Meeting of Creditors" means the meeting of Creditors scheduled to consider and vote on the Proposal;

- k) "Notice of Meeting" means the notice of the Meeting of Creditors forwarded to the Creditors;
- "Jayde" means Jayde Building Construction Ltd.;
- m) "Preferred Creditors" means all those Creditors of the Insolvent Person defined in Article 8.5 hereof;
- n) "Proposal" means the series of steps and arrangements contemplated herein, by which the debts and obligations owing by the Insolvent Person to the Creditors will be dealt with pursuant to Division I of Part III of the Act;
- o) "Proposal Fund" shall mean a fund of money sufficient to meet the payments as described in Article 14.3;
- p) "Proposal Valuation Date" means the date of filing of Notice of Intention to Make a Proposal;
- q) "Secured Creditors" means those Creditors defined in Article 8.3 hereof;
- r) "Termination Date" means the date upon which the claims of all Creditors have been satisfied in accordance with the Proposal or otherwise satisfied;
- s) "Trustee" means MNP Ltd., trustee under the Proposal;
- t) "Unsecured Creditors" means those Creditors defined in Article 8.6 hereof;
- u) "Valued Claim" means the claim of a creditor as of the Proposal Valuation Date which has been valued by the Trustee; and
- "Wage Claims" means the claims advanced against the Insolvent Person by those Creditors defined in Article 8.4 hereof.

ARTICLE 2 - INSOLVENT PERSON

2.1 The Insolvent Person hereby submits the following Proposal pursuant to the Act.

ARTICLE 3 - PURPOSE AND EFFECT OF PROPOSAL

- 3.1 The purpose of the Proposal is to allow the Insolvent Person to offer a compromise to its Creditors of their claims against the Insolvent Person.
- 3.2 The Insolvent Person wishes to permit the Creditors to achieve a recovery on their claims against the Insolvent Person which is superior to that which the Creditors are expected to achieve in the event that the Insolvent Person were to become bankrupt.
- 3.3 The Proposal will become effective on the Effective Date, on which date the claims of the Creditors will be compromised in accordance with the terms hereof.

ARTICLE 4 - MEETING OF CREDITORS

4.1 The Creditors shall be given formal notice to attend a Meeting of Creditors as outlined in the Trustee's notification/information documents accompanying this proposal.

ARTICLE 5 - ADMINISTRATION OF THE PROPOSAL

- 5.1 The Creditors, with the consent of the Insolvent Person, may include such additional provisions or terms in the Proposal with respect to the supervision of the affairs of the Insolvent Person as they may deem advisable.
- 5.2 The Creditors may appoint no more than five inspectors of the Proposal of the Insolvent Person.
- 5.3 The Proposal shall be terminated upon the date on which the claims of all Creditors have been satisfied pursuant to the terms of the Proposal, or upon the bankruptcy of the Insolvent Person.

ARTICLE 6 -- THIRD PARTY UNDERTAKINGS

6.1 The proposal payments are being made by a Third Party. The Third Party will make a deposit of \$2,000 towards the Proposal Fund upon Creditor Acceptance of the Proposal and before the application for Court Approval of the Proposal is heard by the Court.

ARTICLE 7 – DEFAULT BY INSOLVENT PERSON IN PERFORMANCE OF PROPOSAL

- 7.1 The Insolvent Person shall be in default of its obligations under the Proposal in the event that it has not paid the full amount of the Proposal Fund to the Trustee on or before the date(s) specified in Article 14.3 hereof for such payment(s) to be made.
- 7.2 Where default is made in the performance of any provision of the Proposal and the default is not remedied by the Insolvent Person or waived by the Inspectors, or in the absence of inspectors, by the Trustee or a majority of the Creditors as defined in dollar value of proven claims, within thirty (30) days immediately following the default, the Trustee shall so inform all of the Creditors and the Official Receiver in the manner prescribed pursuant to the Act.

ARTICLE 8 - DEFINITION OF CREDITOR CLAIMS

- 8.1 The claims of Creditors shall have the respective definitions provided in this Article
- 8.2 "Certain Crown Claims" shall mean any claim of Her Majesty in the Right of Canada or a Province or Territory of all amounts of a kind that could be subject to a demand under:
 - a) subsection 224(1.2) of the Income Tax Act;
 - b) any provision of the Canada Pension Plan or the Employment Insurance Act that refers to subsection 224(1.2) of the Income Tax Act; and
 - c) any substantially similar provincial or territorial legislation that has a similar purpose to the subsection 224(1.2) of the *Income Tax Act*.
- 8.3 "Secured Creditor" means a person holding a mortgage, hypothec, pledge, charge, security interest or lien on or against the property of the Insolvent Person or any part of that property as security for a debt due or accruing due to the person from the Insolvent Person.
- Wage Claim" includes any claim of employees and former employees of the Insolvent Person for amounts equal to the amounts that such employees may be qualified to receive pursuant to subsection 136(1)(d) of the Act as at the time of the filing of the Proposal or of filing the Proposal.
- 8.5 "Preferred Creditors" includes any creditor with a claim defined pursuant to subsection 136(1) of the Act. However, "Preferred Creditor" shall exclude any person advancing a Wage Claim.
- 8.6 "Unsecured Creditor" includes all persons to whom the Insolvent Person owes any obligations of any nature and kind whatsoever, whether due or not due for payment at the time of the filing of the Proposal and including contingent or unliquidated claims arising out of any transactions entered into by the Insolvent Person prior to the time of the filing of the Proposal, save and except for the claims of Secured Creditors, Wage Claims, Certain Crown Claims and the claims of Preferred Creditors.

ARTICLE 9 – ARRANGEMENTS AFFECTING CERTAIN CREDITORS

- 9.1 Any indebtedness incurred by the Insolvent Person for the provision of goods, services, supplies, or any other considerations subsequent to the filing of this Proposal and prior to the approval of the Proposal by the Court shall be paid in full in the ordinary course of business from proceeds realized in relation to the business operations in priority only to the claims of the Unsecured Creditors as defined in Article 8.6 herein, existing at the time of the filing of the Proposal.
- 9.2 Creditors dealing with the Insolvent Person following the time of the filing of the Proposal shall have no right for set-off.

ARTICLE 10 – ARRANGEMENTS AFFECTING CERTAIN CROWN CLAIMS

- 10.1 The claims defined in Article 8.2 hereof, comprised of all amounts outstanding at the time of the filing of the Proposal, shall be paid in full within six (6) months following Court approval of the Proposal or in an extended period of time if approved by Her Majesty in Right of Canada as represented by CRA from proceeds realized in relation to the business operations in subordination to the Trustee's fees and disbursements and in priority only to the payment of the claims of the Preferred Creditors as defined in Article 8.5 herein and the payment of the claims of the Unsecured Creditors as defined in Article 8.6 herein.
- 10.2 The Insolvent Person shall remit payment directly to CRA for claims defined in Article 8.2 hereof.
- 10.3 The Insolvent Person is indebted in respect of Certain Crown Claims as defined in Article 8.2 hereof in the amount of \$16,444.54. Amounts may vary slightly due to interest and penalties calculated to the Proposal Valuation Date.
- 10.4 Payments are scheduled to be made in November and December 2017 and January 2018 which will see the Crown Claims referenced above paid in full.
- 10.5 The Insolvent Person will provide the Trustee with receipts as payments have been made in respect of the Crown Claims.

ARTICLE 11 – ARRANGEMENTS AFFECTING SECURED CREDITORS

- 11.1 The payment of the claims of the Secured Creditors of the Insolvent Person shall be made pursuant to the terms and conditions of the security agreement in respect of the property held as security.
- 11.2 If the Insolvent Person and the Secured Creditors are unable to agree to the terms and conditions of the payment, the Secured Creditors may realize their security.
- 11.3 For greater certainty, the payment of the secured claims as defined in Article 8.3 herein, shall be the sole responsibility of the Insolvent Person and the secured claims shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.

ARTICLE 12 – ARRANGEMENTS AFFECTING EMPLOYEES AND FORMER EMPLOYEES

12.1 The claims defined in Article 8.4 hereof comprise all amounts outstanding at the time of the filing of the Proposal, together with all amounts accrued due for services rendered after that date and before Court approval of the Proposal, shall be paid in full immediately following Court approval of the Proposal and in priority to the clams of all other Creditors. However, payment to wage claimants shall be subordinate to payment of the Trustee's fees and disbursements.

- 12.2 For greater certainty, the payment of the claims defined in Article 8.4 hereof shall be the sole responsibility of the Insolvent Person and the claims shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.
- 12.3 The Insolvent Person is not aware of any indebtedness to employees or former employees as defined in Article 8.4 hereof.

ARTICLE 13 – ARRANGEMENTS AFFECTING PREFERRED CREDITORS

- 13.1 That the funds available for distribution in this Proposal shall be distributed to the Preferred Creditors (as defined in Article 8.5 hereof) in priority only to the Unsecured Creditors and the distribution of dividends to the Preferred Creditors shall be subordinate to payment of the Trustee's fees and disbursements.
- 13.2 The Insolvent Person is not aware of any indebtedness to Preferred Creditors as defined in Article 8.5 hereof.

ARTICLE 14 – ARRANGEMENTS AFFECTING UNSECURED CREDITORS

- 14.1 The Claims of the Unsecured Creditors are estimated to be \$260,615 based on the books and records of the Corporation.
- 14.2 In full and complete satisfaction of the Crown Claims and the Valued Claims of the Unsecured Creditors, the Insolvent Person will establish a Proposal Fund equating to a total payment of \$100,000. After payment of the Crown Claims, the total estimated dividend available to the Unsecured Creditors is \$83,555.54 (\$100,000 \$16,444.46).
- 14.3 Eleven (11) quarterly contributions to the Proposal Fund at a rate of \$6,963.00 shall be made commencing March 31, 2018 with a final payment of \$6,962.54 becoming due on December 31, 2020.
- 14.4 The Insolvent Person shall provide to the Trustee the aforementioned Proposal Fund constituting sufficient funds to:
 - (a) Make payment of the Trustee's fees and disbursements in priority to all other Claims;
 - (b) For payment of the Superintendent's Levy on the distributions provided for in this Proposal;
 - (c) For payment of the claims of the Preferred Creditors as provided for in Article 13; and,
 - (d) For payment to the Unsecured Creditors the amounts provided for in this Proposal.

- 14.5 The Trustee shall distribute dividends, where applicable, firstly to the Preferred Creditors as defined in Article 8.5 hereof, in priority only to the Unsecured Creditors, and finally to the Unsecured Creditors as defined in Article 8.6 hereof.
- 14.6 Effective as of the Effective Date, the Insolvent Person and each and every present and former auditor, financial advisor, legal counsel and agent of the Insolvent Person and the Trustee (collectively "the Released Parties" and individually a "Released Party") will 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 of whatever nature that any of the Creditors may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Proposal Val\uation Date relating to, arising out of or in connection with the Claims or the business and affairs of the Insolvent Person.

14.7 Upon:

- (a) the Insolvent Person providing the Proposal Fund to the Trustee in accordance with this Proposal; and,
- (b) the Trustee distributing to the Unsecured Creditors the Proposal Fund as provided for in this Proposal,

the Trustee shall provide the Insolvent Person with a Certificate of Full Performance of the Proposal pursuant to section 65.3 of the BIA.

- 14.8 Upon issuance by the Trustee to the Insolvent Person of a Certificate of Full Performance of the Proposal, the Insolvent Person will be released from all debts and liabilities, present or future, to which the Insolvent Person was subject on the Proposal Valuation Date, or to which the Insolvent Person has or may become subject after the Proposal Valuation Date by reason of any obligation incurred or any act or omission which occurred on or before the Proposal Valuation date (save and except for Claims against the Insolvent Person under section 178 of the Act), including claims against the Insolvent Person for indemnity and all unliquidated or contingent claims arising out of any transaction entered into by the Insolvent Person on or prior to the Proposal Valuation Date, regardless of whether or not a proof of claim was filed with the Trustee in respect of any such claim.
- 14.9 As required by section 60(2) of the Act, all monies payable under the Proposal shall be paid by the Insolvent Person to the Trustee, and shall thereafter be distributed by the Trustee in accordance with the Proposal and the Act.
- 14.10 As required by section 60(4) and section 147 of the Act, the dividends paid to creditors from the Proposal Fund the shall be paid net of levies payable under the Act.

- 15.1 That all the fees, expenses and disbursements of the Trustee on and incidental to the proceedings arising out of the Proposal, including the Trustee's legal fees and disbursements shall be paid from the Proposal Fund, in priority to all claims detailed in Articles 8.5 and 8.6.
- 15.2 That the Trustee and its legal counsel may take interim draws in respect of their fees and disbursements in a total amount which shall not exceed the total reasonable and actual time charges and disbursements at the date of the interim, subject to final taxation by the Court, and without prior approval of the inspectors, if any inspectors are appointed.

ARTICLE 16 – VALUATION OF CLAIMS, VOTING AND APPLICABLE DATES

- 16.1 The Claims of all Creditors who have proven claims against the Insolvent Person shall be valued as at the Proposal Valuation Date by the Trustee, at or before the Meeting of Creditors.
- 16.2 Proofs of claim, proxies and voting letters intended to be used at the Meeting of Creditors must be lodged with the Trustee prior to the Meeting of Creditors.
- 16.3 Creditors may vote their claims by either returning a properly completed voting letter to the Trustee prior to the Meeting of Creditors, or by attending at the Meeting of Creditors and voting in person or by proxy.
- 16.4 Pursuant to section 50(1.2) of the Act, and for the purposes of the Proposal, the Insolvent Person hereby makes this proposal to the Creditors and the Insolvent Person hereby designates such parties to whom it is making the Proposal into the following single class of the Creditors more particularly described below, namely:
 - a) <u>Class One Unsecured Creditors:</u> All Creditors with unsecured Claims against the Insolvent Person for debts and liabilities, present or future, including all Creditors claiming any one or more of the following types of debts or liabilities:
 - debts or liabilities to which the Insolvent Person was subject on the Proposal Valuation Date;
 - ii. debts or liabilities to which the Insolvent Person may in future become subject by reason of any obligation incurred by it or on its behalf on or before the Proposal Valuation Date;
 - iii. debts or liabilities arising from claims against the Insolvent Person for indemnity or guarantee; and
 - iv. debts or liabilities arising from all unliquidated or contingent claims related to any act or omission of the Insolvent Person which occurred, or any transaction entered into by the Insolvent Person, on or before the Proposal Valuation Date.

ARTICLE 17 - MODIFICATIONS AND AMENDMENTS

17.1 The Trustee, with the approval of the Court and without notice to the Creditors, may agree to any modification or amendment to the Proposal after the Creditors have voted on the Proposal, including without limiting the generality of the foregoing, any extension of time for carrying out the terms of the Proposal or for taking any steps or proceedings hereunder, other than any medication or amendments which would materially adversely affect the rights of any creditors.

ARTICLE 18 - NOTICE

18.1 Unless otherwise indicated, any notice required or permitted to be given pursuant to the Proposal shall be sufficiently given or made if delivered, faxed or mailed by prepaid postage as follows:

To the Insolvent Person:

Personal & Confidential

Attention: Deneen Lafreniere and Janine Caines

Email: Dee@jaydebuilders.ca

To the Trustee:

MNP Ltd Attention: Karen Aylward Suite 1300 10235 101 Street NW Edmonton, Alberta

Email: karen.aylward@mnp.ca

To the Creditors:

At their last known address according to the Insolvent Person or such other addresses as any of the foregoing may designate from time to time.

Any notice delivered as aforesaid shall be deemed to have been received when delivered, if delivered on a day other than Saturday, Sunday or statutory holiday, and otherwise on the next following business day. Any notice mailed as aforesaid shall be deemed to have been received on the 7th business day following the day on which such notice is mailed.

Dated at the City of Edmonton, in the Province of Alberta, this 11th day of December, 2017.

E BUILDING CONSTRUCTION LTD.

DIRECTIONS AS TO COMPLETING "PROOF OF CLAIM" FORM

NOTE: THE MAJORITY OF FILES THIS OFFICE ADMINISTRATES RESULT IN A DIVIDEND. WE RECOMMEND ALL CREDITORS FILE A PROOF OF CLAIM.

Creditors who do not submit a claim do not share in any dividend, receive further notices, or have the right to object to the bankrupt's discharge.

SUPPORT DOCUMENTATION MUST ACCOMPANY PROOF OF CLAIM FORMS AND MUST SUPPORT THE AMOUNT FILED ON THE PROOF OF CLAIM OTHERWISE IT WILL NOT BE ACCEPTED.

In completing the attached "Proof of Claim" your attention is directed to the following:

- 1. The declaration must be completed and signed by an <u>individual</u> and not a corporation. The signature of a witness is required.
- Give the complete address where all notices or correspondence is to be forwarded.
- 3. If the individual completing the claim at Item 1 is not the creditor they must state the capacity in which they are acting, such as "Credit Manager", "Secretary", "Authorized Agent".
- 4. **For Item 3**, a Statement of Account containing details of the claim must be attached and marked 'A'. There should be an account of each item giving the date, nature of goods or services provided and the amount in order that the claim may be checked. Statements with a mere "balance" or "account rendered" may be insufficient; the more recent transactions making up final balance must be shown.
- 5. The status of the claim must be shown at **Item 4**. Select the appropriate category.
 - A. <u>Unsecured</u>
 Unless a claim is filed under B or C, all claims will fall under this category. There may be special circumstances where priority is claimed. If you claim a priority, mark "X" in (ii) in this section and file the appropriate documents to support the claim.
 - B. <u>Secured</u>

 if you are claiming to be secured, the value at which you assess your security should be inserted in the blank space. Details of each item of security you hold should be attached as a separate schedule along with a copy of your security contract showing proof of registration.
 - C. <u>"Producers"</u>
 The Bankruptcy and Insolvency Act gives special status to Farmers, Fisherman and Aquaculturists who have supplied their produce within 15 days prior to bankruptcy. Attachment of evidence of delivery is required.
- 6. **Item 5** All claimants must indicate if they are <u>related or not</u> to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out <u>"are"</u> or <u>"are not"</u>.
- 7. **Item 6** requires a detailed list of payments received by you for specified periods. Please complete a separate schedule for reply.
 - i) This typically refers to a significant change in the bankrupt's household income or expenses.
 - ii) This refers to the amount that is established that the bankrupt is to remit to the estate monthly from his household income.
 - The Section 170(1) report is prepared by the trustee when the bankrupt is approximately 6 to 7 months old. It provides a description of what assets have been realized, what the trustee anticipates realizing, a summary of essential facts about the bankrupt, a report on whether the bankrupt has complied with his duties or not, and the total of claims submitted to the date of the report.
- 8. **Item 7** Proxy. In the event a meeting of creditors is called you may wish to appoint someone to vote on your behalf. You can appoint your nominee by providing this person your proxy.

 B130-1

MNP Ltd., Licensed Insolvency Trustee Suite 1300, 10235 - 101 Street NW

Edmonton, AB T5J 3G1

Phone: (780) 455-1155 Fax: (780) 409-5415

Email: Edmonton.Insolvency@mnp.ca

Our File No. Jayde Building Construction Ltd. Estate No. 24-2317226

Form 31 PROOF OF CLAIM

(Section 50.1, subsections 65.2(4), 81.2(1), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

| IN. | THE M | IATTE | R OF THE PROPOSAL OF Jayde Building Construction Ltd. of Spruce Grove Alberta, and the claim of: creditor. |
|-----|----------|-----------------------------|--|
| All | notices | s or co | (name of creditor) rrespondence regarding this claim must be forwarded to the following address: |
| | | | |
| | | | or: |
| Acc | count N | Numbe | r: |
| Mai | iling Ad | ddress | |
| Pho | one Nu | ımber: | Fax Number: |
| J, | | | residing in the of in the |
| Pro | vince o | of | |
| DO | HERE | BY CE | ERTIFY: |
| 1. | TI | hat I ar | m a creditor of the above-named debtor, (or that I am of) |
| 2. | Τł | hat I ha | (state position or title) (name of creditor) ave knowledge of all the circumstances connected with the claim referred to below. |
| 4. | (1 in | he atta suppo Check a | as specified by the statement of account (or affidavit or solemnion) attached and marked "Schedule A", after deducting any counterclaims to which the debtor is entitled ached statement of account or affidavit or solemn declaration must specify the vouchers or other evidence art of the claim). and complete appropriate category.) |
| () | A. | | UNSECURED CLAIM OF \$ That in respect of the said debt, I do not hold any assets of the debtor as security and |
| | | | (Check appropriate description) |
| | i) | ()R | regarding the amount of \$, I do not claim a right to a priority. |
| | ii) | ()R | egarding the amount of \$, I claim a right to priority under section 136 of the Act. (Set out on an attached sheet details to support priority claim) |
| () | В. | | SECURED CLAIM OF \$ |
| | | | That in respect of the said debt, I hold assets of the debtor valued at \$ as security particulars of which are as follows: |
| | | | Give full particulars of the security, including the date on which the security was given and the value a which the creditor assesses the security, and attach a copy of the security documents) |
| () | C. | C | CLAIMS BY FARMER, FISHERMAN, OR AQUACULTURIST OF \$ |
| | | | That I hereby make a claim under subsection 81.2(1) of the <i>Bankruptcy and Insolvency Act</i> for the unpaid amount of \$ |

| (|) [|) . | CLAIM AGAINST DIRECTOR OF \$ |
|-----------------|--------------|------------|--|
| | | | That I hereby make a claim under subsection 50(13) of the Bankruptcy and Insolvency Act, particulars of which are as follows: |
| | | | (give full particulars of the claim, including the calculations upon which the claim is based) |
| (|) E | • | CLAIM BY WAGE EARNER OF \$ |
| | i) | () | That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ |
| | ii) | () | That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ |
| () | F. | | CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$ |
| | | | (Give particulars the claim, including the calculations upon which the claim is based |
| () | G | • | CLAIM OF A CUSTOMER OF A DEBTOR SECURITIES FIRM \$ That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, Particulars of which are as follows: |
| | | | (Give particulars the claim, including the calculations upon which the claim is based.) |
| 5. | That s | to the | best of my knowledge and belief, the creditor and debtor <u>are (or are not)</u> related within the meaning of the Bankruptcy and Insolvency Act. (cross out that which does not apply) |
| 6. | three | month | lowing are the payments that I have received from, and credits that I have allowed to, the debtor within the as (or, if the creditor and the debtor are related as defined in Section 4 of the Bankruptcy and Insolvency months) immediately preceding November 20, 2017: |
| | | | (provide details of payments and credits.) |
| DA [.] | TED at | | this day of20 |
| Wit | ness | | Creditor |
| NOT WAF | E: RNING: | | If an Affidavit or Solemn Declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations. A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secured creditor. Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account. |

PROXY

(paragraphs 51(1)(e) and 66.15(3)(b) and subsection 102(2))

In the matter of the proposal of Jayde Building Construction Ltd. of the City of Spruce Grove, in the Province of Alberta

| I, (we) | | | (name of creditor) | | |
|--|--------------------|----------------------|---|--|--|
| of (name of mu | unicipality) in th | ne Province of | , a creditor in the | | |
| above matter, hereby appoint | | of | | | |
| to be my/our proxy in the above matter | except as to th | ne receipt of divide | ends, with/without power to appoint another proxy | | |
| in his or her place. | | | | | |
| Dated at | this | day of | 20 | | |
| Witness | | | Individual Creditor | | |
| | | | Name of Corporate Creditor | | |
| Witness | | | Per: Name of Title and Signing Officer | | |

Alberta

Division No.

01 - Edmonton

Court No.

24-2317226

Estate No.

24-2317226

Phone: (780) 455-1155 Fax: (780) 409-5415 E-mail: Edmonton.Insolvency@mnp.ca

FORM 37

Voting Letter (Paragraph 51(1)(f) of the Act)

In the matter of the proposal of Jayde Building Construction Ltd. of the City of Spruce Grove, in the Province of Alberta

| of, cree for the sum of \$, hereby | ditor), of request | I,, representative f, a creditor in the above matter the trustee acting with respect to the proposal of Jayde (for or against) the acceptance of the proposal |
|--|-----------------------|---|
| | | |
| Dated at, | this | day of |
| Witness | | Individual Creditor |
| Witness | | Name of Corporate Creditor |
| | Per | |
| Return To: MNP Ltd Licensed Insolvency Trustee Per: | | Name and Title of Signing Officer |
| Eric Sirrs - Licensed Insolvency Trustee Suite 1300, 10235 - 101 Street NW Edmonton AB T5J 3G1 | y: | |

Alberta

Division No.

01 - Edmonton

Court No.

24-2317226

Estate No.

24-2317226

Form 78

Statement of Affairs (Business Proposal) made by an entity (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

> In the matter of the proposal of Jayde Building Construction Ltd. of the City of Spruce Grove, in the Province of Alberta

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filling of your proposal (or notice of intention, if applicable), on the 20th day of November 2017. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (as stated and estimated by the officer)

| 1. Unsecured creditors as per list "A" | 260,915.87 |
|--|--------------|
| Balance of secured claims as per list "B" | 681,053.51 |
| Total unsecured creditors | 941,969.30 |
| 2. Secured creditors as per list "B" | 315,000.00 |
| 3. Preferred creditors as per list "C" | 0.00 |
| 4. Conlingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for | 16,444.54 |
| Total Rabilities. | 1,273,413.92 |
| Surplus | NIL |

ASSETS (as stated and estimated by the officer)

X Original

Amended

| (as stated and estimated by the office | 1) | |
|--|------------|------------|
| 1. Inventory | 366 | 0.00 |
| 2. Trade fixtures, etc | ., | 0.00 |
| 3. Accounts receivable and other receivables, as per list "E | 9 | |
| Good | | |
| Doubtful0.00 | | |
| Bad 0.00 | | |
| Estimated to produce | - 90 | 0.00 |
| 4. Bills of exchange, promissory note, etc., as per list "F" | | 0.00 |
| 5. Deposits in financial institutions | | 0.00 |
| 6. Cash | | 0.00 |
| 7. Livestock | | 0.00 |
| 8. Machinery, equipment and plant | 4 | 0.00 |
| 9. Real property or immovable as per list "G" | | 315,000.00 |
| 10. Furniture | , | 0.00 |
| 11. RRSPs, RRIFs, life insurance, etc | | 0.00 |
| 12. Securities (shares, bonds, debentures, etc.) | | 0.00 |
| 13. Interests under wills | edicate to | 0.00 |
| 14. Vehicles | * | 0.00 |
| 15. Other property, as per list "H" | | 0.00 |
| If debtor is a corporation, add: | | |
| Amount of subscribed capital | 0,00 | |
| Amount paid on capital | 0.00 | |
| Balance subscribed and unpald. , | • | 0.00 |
| Estimated to produce | thinese: | 0.00 |
| Total assets, | N. | 315,000.00 |
| Deficiency | | 958,413.92 |

I, Janine Caines, of the City of Spruce Grove in the Province of Alberta, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 12th day of December 2017 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

before me at the City of Edmonton in the Province of Alberta, on this 12th day of December 2017.

NINA R. GIESE

A Commissioner for Oaths in and for

the Province of Alberta

My Appointment Expires Apr. 03, 20 <u>20</u>

Commission# 0701538

Alberta

Division No. Court No. Estate No.

01- Edmonton 24-2317226 24-2317226

FORM 78 -- Continued

List "A" Unsecured Creditors

Jayde Building Construction Ltd.

| No. | Name of creditor | Address | Unsecured claim | Balance of claim | Total claim |
|----------|--|--|-----------------|------------------|-------------|
| 1 | Alberta Finance and Enterprise Attn: Hazel Trombley | 9811 109 Street 6E Haultain Bidg. Edmonton AB T5K 2L5 | 1.00 | 0.00 | 1.0 |
| 2 | | 101-26230 TWP Rd 531A Acheson AB T7X 5A4 | 14,618.90 | 0.00 | 14,618.9 |
| 3 | Attn: Lenore Noseworthy/ Darrel Cooper | 8430 - 24 Street Edmonton AB T6P 1X8 | 14,188.98 | 0.00 | 14,188.9 |
| 4 | Attn: Pacific Insolvency Intake Centre | Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1 | 60,000.00 | 0.00 | 60,000.0 |
| 5 | | Suite 300 10830 Jasper Avenue Edmonton AB T5J 2B3 | 7,693.20 | 0.00 | 7,693.2 |
| 6 | ISL Engineering and Land Services | Suite 100 7909 - 51 Avenue Edmonton AB T6E 5L9 | 16,338.00 | 0.00 | 16,338.0 |
| 7 | Kitchen Craft Cabinetry | 1180 Springfield Road Winnipeg MB R2C 2Z2 | 13,987.88 | 0.00 | 13,987.8 |
| 8 | | 27007 TWP Road 532 Spruce Grove AB T7X 3M1 | 5,609.65 | 0.00 | 5,609.6 |
| 9 | | 54524 Range Road 275 Sturgeon County AB T8R 1Z1 | 19,437.56 | 0.00 | 19,437.5 |
| | Lorrelind Holdings Ltd, | 102 9333 - 47 Street Edmonton AB T6B 2R7 | 0.00 | 681,053.51 | 681,053.5 |
| Carriera | Middleton Flooring | 229 - 1 Avenue Spruce Grove AB T7X 2K6 | 8,709.75 | 0,00 | 8,709.78 |
| | Power Works Electrical | Suite 25 308 Westgrove Drive Spruce Grove AB T7X 7P9 | 35,173.00 | 0.00 | 35,173.00 |
| | Servus Credit Union Ltd MasterCard 5527490100005574 | PO Box 4637 Toronto ON M5W 5C6 | 6,994.02 | 0.00 | 6,994.02 |
| _ | Star Mechanical (Edm) Ltd | 12928 170 Street NW Edmonton AB T5V 0B4 | 12,080.62 | 0.00 | 12,080.62 |
| | The Black Dirt Company | Box 3130 Spruce Grove AB T7X 3A5 | 8,770.90 | 0.00 | 8,770.90 |
| | The Brick | PO Box 132 Malton Station Mississauga ON L4T 4E2 | 23,061.81 | 0.00 | 23,061.81 |
| | Unites Rentals c/o Priority Credit Recovery Inc. | 17315 108 Avenue Edmonton AB T5S 1G2 | 624.41 | 00.0 | 624.41 |
| | Universal Stone | 15916 - 114 Avenue Edmonton AB T5M 2Z4 | 12,047.19 | 0.00 | 12,047.19 |
| 19 | Urban Forester Inc | 47 Healy Drive SW Calgary AB T2V 2Z8 | 1,579.00 | 0.00 | 1,579.00 |
| | | Total: | 260,915.87 | 681,053.51 | 941,969.38 |

| 12-Dec-2017 | |
|-------------|---|
| | _ |

Page 2 of 9

Alberta

Division No. Court No. 01- Edmonton

Estate No.

24-2317226 24-2317226

FORM 78 -- Continued

List "B" Secured Creditors

Jayde Building Construction Ltd.

| No. | Name of creditor | Address | Amount of claim | Particulars of security | When given | Estimated value of security | Estimated surplus from security | Balance of claim |
|-----|------------------|--|-----------------|--|------------|-----------------------------|---------------------------------|------------------|
| 1 | | 2500 10303 Jasper Avenue Edmonton AB TSJ 3N6 | 261,053.51 | Real Property or Immovable - Building and Land - Spruce Grove - Lot 11, Block 15, Plan 3055MC | | 261,053.51 | | |
| 2 | - · | 102 9333 - 47 Street Edmonton AB T6B 2R7 | 735,000.00 | Real Property or Immovable - Building and Land - Spruce Grove - Lot 11, Block 15, Plan 3055MC | | 53,946.49 | | 681,053.5 |
| | | Total: | 996,053.51 | | - | 315,000.00 | 0.00 | 681,053.5 |

12-Dec-2017

Date

January Janine Calnes

Alberta

Division No. Court No. 01 - Edmonton 24-2317226

Estate No.

24-2317226

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

Jayde Building Construction Ltd.

| No. | Name of creditor | Address and occupation | Nature of claim | Period during which claim accruad | Amount of claim | Amount payable in full | Difference ranking for dividend |
|-----|------------------|------------------------|-----------------|---|-----------------|---------------------------|---------------------------------------|
| | | | VIII. | Total: | 0.00 | 0.0ò | 0.00 |

12-Dec-2017

Date

Janine Calnes

Alberta

Division No. Court No.

01 - Edmonton

24-2317226

Estate No.

24-2317226

FORM 78 - Continued

List "D"
Contingent or Other Liabilities

Jayde Building Construction Ltd.

| No. | Name of creditor or claimant | Address and occupation | Amount of liability or claim | Amount expected to rank for dividend | Date when liability Incurred | Nature of Ilability |
|-----|------------------------------------|-------------------------------------|---------------------------------|--|---------------------------------|-----------------------|
| 1 | CRA - Winnipeg Tax Services Office | 325 Broadway Winnipeg MB R3C 4T4 | 16,444.54 | 0.00 | | DEEMED TRUST CLAIM |
| | | Total: | 16,444.54 | 0.00 | | |

12-Dec-2017

Page 5 of 9

Alberta

Division No. Court No.

01- Edmonton

24-2317226

Estate No. 24-2317226

FORM 78 -- Continued

List 'E" Debts Due to the Debtor

Jayde Building Construction Ltd.

| No. | Name of debtor | Address and occupation | Nature of debt | Amount of debt (good, doubtful, bad) | Folio of ledgers or other book where particulars to be found | When contracted | Estimated to produce | Particulars of any securities held for debt |
|-----|----------------|---------------------------|----------------|--|--|-----------------|----------------------|---|
| | | | T-4-1 | 0,00 | | | 0.00 | |
| | | | Total: | 0.00 0.00 | | | 0.00 | |

12-Dec-2017

Date

Alberta

Division No. Court No.

01 - Edmonton 24-2317226

Estate No.

24-2317226

FORM 78 - Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel Mortgages, etc., Available as Assets

Jayde Building Construction Ltd.

| No. | Name of all promissory, acceptors, endorsers, mortgagors, and guarantors | Address | Occupation | Amount of bill or note, etc. | Date when due | Estimated to | Particulars of any property held as security for payment of bill or note, etc. |
|-----|--|---------|------------|---------------------------------|---------------|--------------|--|
| | | | Total: | 0.00 | | 0.00 | |

12-Dec-2017 / /

District of: Division No.

Alberta

01- Edmonton

Court No. Estate No. 24-2317226 24-2317226

FORM 78 - Continued

List "G" Real Property or Immovables Owned by Debtor

Jayde Building Construction Ltd.

| Description of property | Nature of debtor interest | in whose name does tille stand | Total value | Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount) | Equity or surplus |
|---|---------------------------|-------------------------------------|-------------|--|-------------------|
| Building and Land - Spruce Grove - Lot 11, Block 15, Plan 3055MC | Full Ownership | Jayde BulldIng Construction Ltd. | 315,000.00 | Cenadian Western Bank 2500 10303 Jasper Avenue Edmonton AB T5J 3N6 261,053.51 Lorrelind Holdings Ltd. 102 9333 - 47 Street Edmonton AB T6B 2R7 735,000.00 | 0.00 |
| | | Total: | 315,000.00 | | 0.00 |

12-Dec-2017

Date

Alberta

Division No. Court No. 01 - Edmonton 24-2317226

Estate No.

24-2317226

FORM 78 - Concluded

List "H" Property

Jayde Building Construction Ltd.
FULL STATEMENT OF PROPERTY

| | Estimated to produce |
|--|---|
| U.U | 0.00 |
| 0.0 | |
| | |
| | |
| | |
| ************************************** | |
| | |
| | |
| | ~ |
| | |
| | |
| | |
| | |
| | 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 |

12-Dec-2017

Date

Janine Caines

Court No.

24-2317226

Estate No.

24-2317226

In the matter of the proposal of Jayde Building Construction Ltd.
of the City of Spruce Grove, in the Province of Alberta

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

MNP Ltd. - Licensed Insolvency Trustee Sulte 1300, 10235 - 101 Street NW Edmonton AB T5J 3G1 Phone: (780) 455-1155 Fax: (780) 409-5415