

COURT FILE NUMBER 2201-01086

COURT COURT OF QUEEN'S BENCH OF
ALBERTA
JUDICIAL CENTRE CALGARY

PLAINTIFF CANADIAN WESTERN BANK

DEFENDANTS BIG BEAR ENERGY RENTALS LTD.,
1509571 ALBERTA LTD., 5556300
MANITOBA LTD., BARRICADE
ENVIRONMENTAL LTD., DIRECT
ENVIRONMENTAL TECHNOLOGIES
INC., JASON ROBERT LLOYD,
KENNETH JOHN GEORGE CARSTAIRS,
ROBERT CHRISTOPHER LLOYD, and
DANIEL ROBERTS

DOCUMENT **SECOND AFFIDAVIT OF TRENT
ERICKSON**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866
Lawyer's Name: Rick T.G. Reeson, Q.C.
Lawyer's Email: rreeson@millerthomson.com
File No.: 0179291.0020

Clerk's Stamp

SECOND AFFIDAVIT OF TRENT ERICKSON

Sworn (or Affirmed) on February 2, 2022

I, TRENT ERICKSON, of the City of Edmonton in the Province of Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am the Senior Vice President of Credit Risk Management of Canadian Western Bank ("CWB") and as such, have personal knowledge of the facts and matters herein deposed except where stated to be based upon information and belief, where so stated I verily believe the same to be true.
2. I have reviewed the business records maintained by CWB herein in respect of the matters at issue I verily believe were made in the ordinary and usual course of business, and where so I do not have direct personal knowledge of matters deposed herein, my knowledge is derived from my review of the business records, relevant copies of which are attached to this my affidavit.

3. I make this affidavit in supplement to my affidavit sworn in these proceedings on January 19, 2022 (my "**First Affidavit**"). Except as otherwise provided herein, the defined terms in this Affidavit shall have the meaning provided in my First Affidavit.
4. I am authorized to make this Affidavit on behalf of CWB.

UPDATED STATEMENT OF INDEBTEDNESS

5. As at February 1, 2022, there is outstanding under the Credit Facilities, plus further amounts owed in respect of costs and expenses incurred by CWB, plus further accruing interest, plus any additional amounts drawn on the Operating Loan and Visa Facility, the amounts as follows:

Description	Principal	Accrued Interest	Total
Operating Loan	\$5,541,587.96	\$0.00	\$5,541,587.96
Visa Facility	\$150,000.00*	\$0.00	\$150,000.00*
Non Revolving Loan	\$4,600,000.00	\$8,462.74	\$4,608,462.74
Equipment Loan	\$-	\$-	\$-
			\$10,300,050.70
Total, plus further amounts drawn on the Operating Loan and Visa Facility, plus interest, costs, charges and expenses, plus legal fees on a solicitor and own client full indemnity basis (the "Indebtedness"): <u>\$10,300,050.70</u>			

INTERIM RECEIVERSHIP

6. CWB has been kept apprised of the investigation by Alvarez and Marsal Canada Inc. (the "**Interim Receiver**") of the Corporate Defendants' financial condition pursuant to the Interim Receivership Order granted by the Honourable Madam Justice K.M. Horner on January 21, 2022.
7. On January 25, 2022, Dean Chan, Senior Associate Vice President & Team Lead, Special Asset Management, and I attended a video conference with Orest Konowalchuk and Anthony Tillman of the Interim Receiver, among others. At that time, I was advised that the Interim Receiver had been provided access to the Corporate Defendants' premises and to their records. The Interim Receiver was in the process of reviewing the records and investigating its concerns raised in its report of January 19, 2022 and attached to my First Affidavit of Exhibit "OO" (the "**A&M Preliminary Report**").
8. On January 28, 2022, I attended a further video conference with Mr. Konowalchuk and Mr. Tillman, among others. At that meeting, I was advised by the Interim Receiver, among other things:
- (a) The Interim Receiver requested back-up documentation with respect to the accounts receivable with the invoice numbers "4000" (the "**4000 Accounts**") and "4100" (the "**4100 Accounts**"). The Corporate Defendants and their representatives have been unable to provide the Interim Receiver with back-up documentation with respect to these accounts receivable (e.g. job tickets).

- (b) The 4000 Accounts and 4100 Accounts amount to approximately \$6.2 million of the \$10.3 million dollars of accounts receivable recorded by the Corporate Defendants;
- (c) In a meeting with the Interim Receiver, Robert Lloyd, CEO, advised that, Kenneth Carstairs, CFO, confirmed \$1 million dollars in invoices presented by the Interim Receiver were entries to accounts receivable for "expected" work which never materialized;
- (d) Mr. Lloyd further advised the Interim Receiver that he thought the total of the 4000 Accounts only amounted to \$2.0 million rather than the \$5.9 million calculated by the Interim Receiver;
- (e) Mr. Carstairs is leaving on medical leave and does not expect to return;
- (f) There is approximately \$1.0 million in taxes payable by the Corporate Defendants including approximately \$700,000 in GST;
- (g) The Interim Receiver requested back-up documentation from senior management and the controller, Daniel Roberts, with respect to accounts payable marked as '1000'. However, no supplier invoices have been provided with respect to these accounts payable; and
- (h) The Interim Receiver would be presenting its findings in a report to the Court.

DEMAND FOR PAYMENT

- 9. Based on the information provided by the Interim Receiver, I instructed legal counsel for CWB, Miller Thomson LLP, to demand payment of the Indebtedness from the Corporate Defendants and the Individual Guarantors and to serve s. 244 notices pursuant to the *Bankruptcy and Insolvency Act*.
- 10. I am advised by CWB's counsel that on January 28, 2022, Mr. Brian Davison, of DLA Piper (Canada) LLP advised that he had instructions to accept service of demands and s. 244 notices pursuant to the *Bankruptcy and Insolvency Act* on behalf of the Corporate Defendants, Robert Lloyd, and Kenneth Carstairs.
- 11. Now shown to me and attached hereto as **Exhibit "A"** is a true copy of an email thread between Mr. Rick Reeson of Miller Thomson LLP and Brian Davison of DLA Piper (Canada) LLP of January 28, 2022.
- 12. On January 29, 2022, CWB served demands for payment and s. 244 notices via email on Mr. Davison. Now shown to me and attached hereto as **Exhibit "B"** is a true copy of a covering email from Spencer Norris of Miller Thomson LLP to Mr. Davison of January 29, 2022 attaching the demands for notices and s. 244 notices to the Corporate Defendants and the Individual Guarantors.
- 13. Attached hereto as **Exhibit "C"** are true copies of the demands for payment and s. 244 notices sent to Mr. Davison on January 29, 2022 with respect to Big Bear Energy Rentals Ltd., 5556300 Manitoba Ltd., 1509571 Alberta Ltd., Barricade Environmental Ltd., and Direct Environmental Technologies Inc., Kenneth Carstairs, Robert Lloyd, and Jason Lloyd.
- 14. I am advised by counsel that on January 30, 2022, Mr. Davison advised that he had instructions to accept service on behalf of Jason Lloyd.

15. Now shown to me and attached hereto as **Exhibit "D"** is a true copy of Mr. Davison's email to Mr. Reeson of January 30, 2021 confirming instructions to accept service on behalf of Jason Lloyd.

INTERIM RECEIVER REPORT

16. I have had an opportunity to review the First Report of the Interim Receiver dated February 1, 2022 (the "**IR Report**").
17. The findings of the Interim Receivership reflect what the Interim Receiver advised in our meeting of January 28, 2022.
18. While there are many points of concern raised by the Interim Receiver in the IR Report, CWB is very concerned with respect to the following
- (a) The difference of \$2.3 million in the "over 90 days due" category in the A/R aging report presented by Big Bear and Barricade to CWB and the A/R aging report in the companies' QuickBooks program;
 - (b) The approximate \$1.5 million in backdated invoices identified by the Interim Receiver;
 - (c) The approximate \$6.2 million in 4000 Accounts and 4100 Accounts in accounts receivable which appear to be uncollectible;
 - (d) The approximate \$2.8 million in 'eligible' accounts receivable for margining purposes under CWB's Credit Facilities as opposed to the \$10.9 million reported by the Corporate Defendants to CWB, which suggests a \$5.0 million shortfall in Big Bear's borrowing limit. As at February 1, 2022, CWB has lent approximately \$5.7 million between the Operating Loan and Visa Facility, on a borrowing limit of what I understand now to be approximately \$1.0 million; and
 - (e) The departure of Mr. Carstairs, Ms. Tami Bailey, and Ms. Lorrain Schewchuk, and the suggested departure of the Controller, Daniel Roberts.
19. As a result of the corrected calculation of the Margining Calculation, there will be no available funds for Big Bear to access on the Operating Loan unless and until it has brought the Operating Loan and Visa Facility below the \$1.0 million borrowing limit.
20. Accordingly, it would appear that the Corporate Defendants are in a serious cash crisis.

USE OF OPERATING LOAN

21. In the eight days prior to January 24, 2022, when the Interim Receiver first arrived at the premises of Big Bear, Big Bear deposited \$1,096,181.32 to the Operating Loan. Since the Interim Receiver arrived at Big Bear on January 24, 2022, deposits have virtually ceased except for a pre-authorized credit of \$32,104 and a deposit of \$4,782 on January 28, 2022.
22. However, Big Bear has continued to make significant draws on the Operating Loan since the appointment of Interim Receiver, including on January 27, 2022 a cheque of approximately \$83,000 and on January 29, 2022, a cheque in the amount \$505,577 for payroll.
23. Accordingly, CWB is concerned that its exposure with respect to the Corporate Defendants continues to increase so long as the Corporate Defendants continue to operate.

ONGOING TRANSACTIONS

24. I am informed by the Interim Receiver that on February 1, 2022, Daniel Roberts, Controller, advised the Interim Receiver that, on January 31, 2022, Big Bear was supposed to pay \$150,000 in expenses to employees and to subcontractors for services provided to Big Bear. This was to be in addition to the payroll of January 28, 2022, however Big Bear did not have funds to pay these expenses. Mr. Roberts advised the Interim Receiver that Big Bear does not have a plan to pay these expenses other than to pay them from future collections of accounts receivable.
25. The Interim Receiver provided CWB a snapshot of transactions with respect to Big Bear's account with CWB and account with ATB Financial ("ATB"). Attached hereto as **Exhibit "E"** is a true copy of a schedule provided by the Interim Receiver of recent transactions with respect to Big Bear's ATB account and CWB account.
26. The Interim Receiver has brought the following transactions to CWB's attention:
 - (a) On January 31, 2022, two cheques in the amount of \$12,307.14 and \$573.00 to Kal Tire and Sylvan Lake Registry, respectively, were reversed due to the account being in overdraft;
 - (b) On January 31, 2022, payment was made in the approximate amount of \$60,000 to Business Development Bank of Canada ("BDC") from the ATB account for payment of interest of Big Bear's long term debt with BDC; and
 - (c) On February 1, 2022, a deposit of \$41,966.98 of accounts receivable collection and a customer transfer of \$22,801.37 were deposited to ATB's account to cover off the overdraft resulting from the payment made to BDC.
27. It is evident that Big Bear is depositing accounts receivable, which is subject to CWB's security, with a different financial institution and using those funds to cover off overdrafts with ATB rather than addressing the large over margining with CWB.
28. Having consideration to the foregoing, and having read the IR Report, I do verily believe that the Corporate Defendants and their property are in jeopardy and that CWB is at significant risk and prejudice.
29. I do verily believe it to be just, convenient, or both to immediately expand the Interim Receiver's powers to preserve the property of the Corporate Defendants and to appoint the Interim Receiver as a full Receiver with all necessary powers over the property of the Corporate Defendants upon the expiry of the ten day notice period pursuant to the s. 244 Notices.

On SWORN BEFORE ME at the City of
Edmonton, in the Province of Alberta, this 2nd
day of February, 2022.


A COMMISSIONER FOR OATHS
in and for the Province of Alberta

Spencer D. Norris
Barrister and Solicitor


TRENT ERICKSON

This is **Exhibit "A"** referred to in the Affidavit of Trent Erickson
sworn before me this 2nd day of February, 2022



A Commissioner for Oaths in and for Alberta

Spencer D. Norris
Barrister and Solicitor

From: Reeson, Rick
Sent: Friday, January 28, 2022 5:38 PM
To: Davison, Brian
Cc: Robyn Gurofsky (RGurofsky@blg.com); Jeffrey Oliver (joliver@casselsbrock.com); Orest Konowalchuk - Alvarez & Marsal (okonowalchuk@alvarezandmarsal.com); Hunter, Carole; Norris, Spencer
Subject: Re: **[**EXT**]** BBE

Thanks Bryan , we will get them to you and call off the process servers. Talk to you tomorrow.

Rick T.G. Reeson, Q.C.

Partner

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, AB T5J 4G8
Direct Line: 780.429.9719
Cell: 780.966.6767
Fax: 780.424.5866

RICK T.G. REESON, Q.C.

Providing services on behalf of a Professional Corporation

Partner

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4G8
Direct Line: +1 780.429.9719
Fax: +1 780.424.5866
Email: rreeson@millerthomson.com
millerthomson.com

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

On Jan 28, 2022, at 5:08 PM, Davison, Brian <brian.davison@dlapiper.com> wrote:

Rick, and Jeff

Further to our discussion this afternoon, I am authorized to accept service of the 244 notices your clients may wish to issue.

G. Brian Davison, Q.C.

Counsel

T +1 403.294.3590

F +1 403.776.8864

E brian.davison@dlapiper.com



DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 2nd St SW
Calgary, AB T2P 0C1

www.dlapiper.com

* Professional Corporation

[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspectes.

This is **Exhibit "B"** referred to in the Affidavit of Trent Erickson
sworn before me this 2nd day of February, 2022



A Commissioner for Oaths in and for Alberta
Spencer D. Norris
Barrister and Solicitor

Norris, Spencer

From: Norris, Spencer
Sent: Saturday, January 29, 2022 12:17 PM
To: brian.davison@dlapiper.com; carole.hunter@dlapiper.com
Cc: Reeson, Rick
Subject: Canadian Western Bank /// Demand on Big Bear Energy Rentals Ltd. et al File 0179291.0020
Attachments: 2022 01 29 - Demand Letter Jason Lloyd - signed.pdf; 2022 01 29 - Demand Letter Direct Environmental Technologies Inc - signe....pdf; 2022 01 29 - Demand Letter 5556300 Manitoba Ltd - signed.pdf; 2022 01 29 - Demand Letter Kenneth Carstairs - signed.pdf; 2022 01 29 - Demand Letter Big Bear Energy Rentals Ltd. - signed.pdf; 2022 01 29 - Demand Letter Barricade Environmental Ltd. - signed.pdf; 2022 01 29 - Demand Letter 1509571 Alberta Ltd. - signed.pdf; 2022 01 29 - Demand Letter Robert Lloyd - signed.pdf

Hello Mr. Davison and Ms. Hunter

Further to your phone call with Mr. Reeson of yesterday afternoon and your follow-up email correspondence, please find enclosed for service upon the addressees:

1. Demand letter to Big Bear Energy Rentals with a s. 244 Notice under the *BIA*;
2. Demand Letter to 1509571 Alberta Ltd. with a s. 244 Notice under the *BIA*;
3. Demand Letter to Barricade Environmental with a s. 244 Notice under the *BIA*;
4. Demand Letter to 5556300 Manitoba Ltd. with a s. 244 Notice under the *BIA*;
5. Demand letter to Direct Environmental Technologies Inc. with a s. 244 Notice under the *BIA*;
6. Demand Letter to Kenneth Carstairs;
7. Demand Letter to Robert Lloyd; and
8. Demand Letter to Jason Lloyd.

Thank you.

SPENCER NORRIS

Partner

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4G8
Direct Line: +1 780.429.9746
Fax: +1 780.424.5866
Email: snorris@millerthomson.com
millerthomson.com



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

This is **Exhibit "C"** referred to in the Affidavit of Trent Erickson
sworn before me this 2nd day of February, 2022



A Commissioner for Oaths in and for Alberta

Spencer D. Norris
Barrister and Solicitor



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

DELIVERED VIA EMAIL

File: 0179291.0020

Big Bear Energy Rentals Ltd.
c/o DLA Piper (Canada) LLP
Suite 1000, Livingstone Place West
250 – 2nd Street SW
Calgary, AB T2P 0C1

Attention: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("CWB"). CWB hereby demands payment of CWB's loans in connection with the above noted matter. As of January 24, 2022, the indebtedness owing to CWB is \$9,518,964.31 (the "**Indebtedness**"), some particulars of which are:

DEMAND OPERATING LOAN

Principal	\$	4,778,387.14
Interest	\$	12,858.29
Subtotal	\$	4,791,245.43

BUSINESS VISA FACILITY

Balance	\$	123,238.61
---------	----	------------

DEMAND NON REVOLVING LOAN

Principal	\$	4,600,000.00
Interest	\$	4,480.27
Subtotal	\$	4,604,480.27

EQUIPMENT MASTERLINE

Principal	\$	-
Interest	\$	-
Subtotal	\$	-

TOTAL	\$	9,518,964.31
--------------	-----------	---------------------

plus further interest accruing thereon and costs and expenses incurred by CWB including legal costs on a solicitor and own client full indemnity basis.

As security for repayment of the Indebtedness, CWB was granted certain security including those as set out in Schedule "A" attached hereto (the "**Securities**").

On behalf of CWB, we hereby demand payment of the Indebtedness, together with interest which continues to accrue after January 24, 2022 plus any and all costs incurred by CWB, including, without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis. The exact amount owing should be confirmed with CWB at the relevant time of payment.

Unless payment in full is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all the Securities CWB holds with respect of the amounts owing.


CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe that the prospect of repayment of the Indebtedness or any Securities are jeopardized.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:


for Rick T. G. Reeson, Q.C.
RTGR/

Enclosure
c. Client



SCHEDULE "A" – SECURITIES

1. Commitment Letter dated November 12, 2021 executed by Big Bear Energy Ltd. as Borrower and Barricade Environmental Ltd., Direct Environmental Technologies Inc., 1509571 Alberta Ltd., 5556300 Manitoba Ltd., Robert Lloyd, Jason Lloyd and Kenneth Carstairs as Guarantors.
2. Revolving Credit Agreement dated December 21, 2021 executed by Big Bear Energy Rentals Ltd.
3. Canadian Western Bank Business Visa Application executed November 9, 2011.
4. Canadian Western Bank Business Visa Application executed July 25, 2014.
5. Letter dated July 14, 2015 increasing Visa Facility Credit Limit to \$50,000.
6. Letter dated September 9, 2018 increasing Visa Facility Credit Limit to \$150,000.
7. Demand Note dated December 21, 2021 in the amount of \$4,600,000 date December 21, 2021.
8. General Security Agreement dated December 21, 2021 executed by Big Bear Energy Rentals Ltd.



FORM 86
NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: Big Bear Energy Rentals Ltd., an insolvent person (the "**Insolvent Person**")

TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired property of the Insolvent Person, both personal and real.
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at January 24, 2022 totals the principal sum of \$9,518,964.31, plus further interest and legal costs on a solicitor and own client basis full indemnity.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 29th day of January, 2022.

CANADIAN WESTERN BANK

Per:

for


By its authorized agent and legal counsel,
Rick T.G. Reeson, Q.C.
Barrister and Solicitor



SCHEDULE "A" – SECURITIES

1. Demand Note dated December 21, 2021 in the amount of \$4,600,000 date December 21, 2021.
2. General Security Agreement dated December 21, 2021 executed by Big Bear Energy Rentals Ltd.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

DELIVERED VIA EMAIL

5556300 Manitoba Ltd.
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 – 2nd St SW
Calgary, AB T2P 0C1

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

File: 0179291.0020

Attn: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("**CWB**"). The Borrower's loans with CWB in connection with the captioned matter are in default. 5556300 Manitoba Ltd. is hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by 5556300 Manitoba Ltd. as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, 5556300 Manitoba Ltd. is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:



For Rick T. G. Reeson, Q.C.
RTGR/

Enclosure

c. Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 20, 2021 executed by 5556300 Manitoba Ltd. in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 20, 2021 executed by 5556300 Manitoba Ltd.
3. Assignment and Postponement of Creditor's Claim dated December 20, 2021 executed by 5556300 Manitoba Ltd.



FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: 5556300 Manitoba Ltd., an insolvent person (the "**Insolvent Person**")


TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired property of the Insolvent Person, both personal and real.
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at January 24, 2022 totals the principal sum of \$9,518,964.31, plus further interest and legal costs on a solicitor and own client basis full indemnity.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 29th day of January, 2022.

CANADIAN WESTERN BANK

Per:


for By its authorized agent and legal counsel,
Rick T.G. Reeson, Q.C.
Barrister and Solicitor



SCHEDULE A – LIST OF SECURITY TO BE ENFORCED

1. Full Liability Guarantee dated December 20, 2021 executed by 5556300 Manitoba Ltd. in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 20, 2021 executed by 5556300 Manitoba Ltd.
3. Assignment and Postponement of Creditor's Claim dated December 20, 2021 executed by 5556300 Manitoba Ltd.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

DELIVERED VIA EMAIL

File: 0179291.0020

1509571 Alberta Ltd.
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 - 2nd Street SW
Calgary, AB T2P 0C1

Attention: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("**CWB**"). The Borrower's loans with CWB in connection with the captioned matter are in default. 1509571 Alberta Ltd. is hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by 1509571 Alberta Ltd. as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, 1509571 Alberta Ltd. is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:



for Rick T. G. Reeson, Q.C.
RTGR/

Enclosure

c. DLA Piper (Canada) LLP, Attn: Brian Davison, Q.C. and Carole J. Hunter (via Email)
Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 21, 2021 executed by 1509571 Alberta Ltd. in favour of Canadian Western Bank for the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 21, 2021 executed by 1509571 Alberta Ltd.
3. Assignment and Postponement of Creditor's Claim Big Bear Energy Rentals Ltd. and 1509571 Alberta Ltd.



FORM 86
NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: 1509571 Alberta Ltd., an insolvent person (the "**Insolvent Person**")

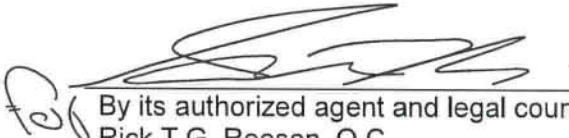
TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired property of the Insolvent Person, both personal and real.
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at January 24, 2022 totals the principal sum of \$9,518,964.31, plus further interest and legal costs on a solicitor and own client basis full indemnity.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 29th day of January, 2022.

CANADIAN WESTERN BANK

Per:


By its authorized agent and legal counsel,
Rick T.G. Reeson, Q.C.
Barrister and Solicitor



SCHEDULE A – LIST OF SECURITY TO BE ENFORCED

1. Full Liability Guarantee dated December 21, 2021 executed by 1509571 Alberta Ltd. in favour of Canadian Western Bank for the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 21, 2021 executed by 1509571 Alberta Ltd.
3. Assignment and Postponement of Creditor's Claim Big Bear Energy Rentals Ltd. and 1509571 Alberta Ltd.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

DELIVERED VIA EMAIL

File: 0179291.0020

Barricade Environmental Ltd.
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 – 2nd St SW
Calgary, AB T2P 0C1

Attn: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("CWB"). The Borrower's loans with CWB in connection with the captioned matter are in default. Barricade Environmental Ltd. is hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by Barricade Environmental Ltd. as set out in Schedule "A" hereto (the "**Securities**"). Pursuant to the Securities, Barricade Environmental Ltd. is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:



for Rick T. G. Reeson, Q.C.
RTGR/

Enclosure
c. Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 21, 2021 executed by Barricade Environmental Ltd. in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 21, 2021 executed by Barricade Environmental Ltd.
3. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Big Bear Energy Rentals Ltd. and Barricade Environmental Ltd.



FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: Barricade Environmental Ltd., an insolvent person (the "**Insolvent Person**")

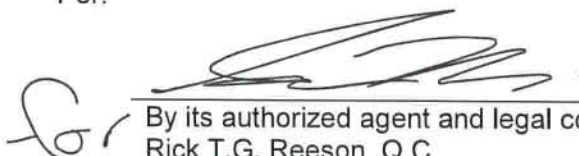
TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired property of the Insolvent Person, both personal and real.
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at January 24, 2022 totals the principal sum of \$9,518,964.31, plus further interest and legal costs on a solicitor and own client basis full indemnity.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 29th day of January, 2022.

CANADIAN WESTERN BANK

Per:


By its authorized agent and legal counsel,
Rick T.G. Reeson, Q.C.
Barrister and Solicitor



SCHEDULE A – LIST OF SECURITY TO BE ENFORCED

1. Full Liability Guarantee dated December 21, 2021 executed by Barricade Environmental Ltd. in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 21, 2021 executed by Barricade Environmental Ltd.
3. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Big Bear Energy Rentals Ltd. and Barricade Environmental Ltd.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

DELIVERED VIA EMAIL

File: 0179291.0020

Direct Environmental Technologies Inc.
c/o DLA Piper (Canada) LLP
Suite 1000, Livingstone Place West
250 – 2nd Street SW
Calgary, AB T2P 0C1

Attn: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("**CWB**"). The Borrower's loans with CWB in connection with the captioned matter are in default. Direct Environmental Technologies Inc. is hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by Direct Environmental Technologies Inc. as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, Direct Environmental Technologies Inc. is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:



for Rick T. G. Reeson, Q.C.
RTGR/

Enclosure

c. Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 21, 2021 executed by Direct Environmental Technologies Inc. in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 21, 2021 executed by Direct Environmental Technologies Inc.
3. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Direct Environmental Technologies Inc. and Big Bear Energy Rentals Ltd.



FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: Direct Environmental Technologies Inc., an insolvent person (the "**Insolvent Person**")

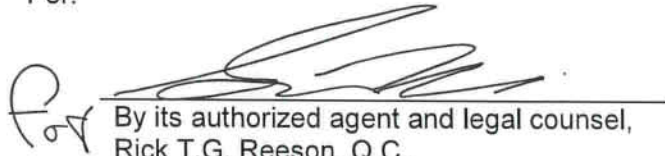
TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired property of the Insolvent Person, both personal and real.
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at January 24, 2022 totals the principal sum of \$9,518,964.31, plus further interest and legal costs on a solicitor and own client basis full indemnity.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice, unless the Insolvent Person consents to an earlier enforcement.

Dated at Edmonton, Alberta this 29th day of January, 2022.

CANADIAN WESTERN BANK

Per:


By its authorized agent and legal counsel,
Rick T.G. Reeson, Q.C.
Barrister and Solicitor



SCHEDULE A – LIST OF SECURITY TO BE ENFORCED

1. Full Liability Guarantee dated December 21, 2021 executed by Direct Environmental Technologies Inc. in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. General Security Agreement dated December 21, 2021 executed by Direct Environmental Technologies Inc.
3. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Direct Environmental Technologies Inc. and Big Bear Energy Rentals Ltd.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

DELIVERED VIA EMAIL

Kenneth Carstairs
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 - 2nd St SW
Calgary, AB T2P 0C1

Attn: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

File: 0179291.0020

Our office acts as legal counsel for Canadian Western Bank ("CWB"). The Borrower's loans with CWB in connection with the captioned matter are in default. Mr. Kenneth Carstairs is hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by Mr. Carstairs as set out in Schedule "A" hereto (the "**Securities**"). Pursuant to the Securities, Mr. Carstairs is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Sincerely,

MILLER THOMSON LLP

Per:



for Rick T. G. Reeson, Q.C.
RTGR/

Enclosure

c. Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 17, 2021 executed by Kenneth Carstairs in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Big Bear Energy Rentals Ltd. and Kenneth Carstairs.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

DELIVERED VIA EMAIL

Robert Lloyd
c/o DLA Piper (Canada) LLP
Suite 1000, Livingston Place West
250 - 2nd St. SW
Calgary, AB T2P 0C1

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

File: 0179291.0020

Dear Sir:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("**CWB**"). The Borrower's loans with CWB in connection with the captioned matter are in default. Mr. Robert Lloyd is hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by Mr. Lloyd as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, Mr. Lloyd is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Sincerely,

MILLER THOMSON LLP

Per:



 Rick T. G. Reeson, Q.C.
RTGR/

Enclosure
c. Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 17, 2021 executed Robert Lloyd in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Big Bear Energy Rentals Ltd. and Robert Lloyd.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

January 29, 2022

DELIVERED VIA EMAIL

Jason Lloyd
c/o DLA Piper (Canada) LLP
Suite 1000, Livingstone Place West
250 - 2nd St SW
Calgary, AB T2P 0C1

Attn: Brian Davison and Carole Hunter

Dear Sir and Madam:

**Re: Canadian Western Bank
Loans to Big Bear Energy Rentals Ltd. (the "Borrower")
DEMAND FOR PAYMENT**

Our office acts as legal counsel for Canadian Western Bank ("**CWB**"). The Borrower's loans with CWB in connection with the captioned matter are in default. Mr. Jason Lloyd hereby advised that CWB has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to CWB by the Borrower. Accordingly, CWB is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of CWB's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, CWB holds security certain granted by Mr. Lloyd as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, Mr. Lloyd is liable to CWB in relation to all amounts owing by the Borrower plus interest thereon and any and all costs incurred by CWB, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee should be confirmed with CWB at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by CWB **within 10 days from the date of this letter**, CWB will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities CWB holds in respect of the amounts owing.

Rick T. G. Reeson, Q.C.
Direct Line: 780.429.9719
rreeson@millerthomson.com

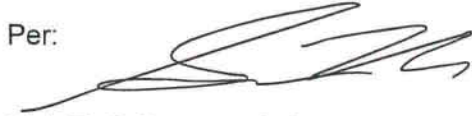
File: 0179291.0020

CWB reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if CWB becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Sincerely,

MILLER THOMSON LLP

Per:



for Rick T. G. Reeson, Q.C.
RTGR/

Enclosure
c. Client



SCHEDULE "A" – SECURITIES

1. Full Liability Guarantee dated December 17, 2021 executed by Jason Lloyd in favour of Canadian Western Bank of the debts of Big Bear Energy Rentals Ltd.
2. Assignment and Postponement of Creditor's Claims dated December 21, 2021 executed by Big Bear Energy Rentals Ltd. and Jason Lloyd.



This is **Exhibit "D"** referred to in the Affidavit of Trent Erickson
sworn before me this 2nd day of February, 2022



A Commissioner for Oaths in and for Alberta

Spencer D. Norris
Barrister and Solicitor

From: Reeson, Rick
Sent: Sunday, January 30, 2022 11:11 AM
To: Davison, Brian
Cc: Norris, Spencer
Subject: RE: BBE

Thanks Brian.

RICK T.G. REESON, Q.C.

Providing services on behalf of a Professional Corporation
Partner

Miller Thomson LLP
2700 Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4G8
Direct Line: +1 780.429.9719
Fax: +1 780.424.5866
Email: rreeson@millerthomson.com
millerthomson.com

View my [web page](#)



Please consider the environment before printing this email.

[Our COVID-19 preparedness and support commitment](#)

From: Davison, Brian <brian.davison@dlapiper.com>
Sent: Sunday, January 30, 2022 11:07 AM
To: Reeson, Rick <rreeson@millerthomson.com>
Subject: **[**EXT**]** BBE

Rick,
I now have authority to accept service on behalf of Jason Lloyd

[EXTERNAL EMAIL / COURRIEL EXTERNE]

Please report any suspicious attachments, links, or requests for sensitive information.

Veuillez rapporter la présence de pièces jointes, de liens ou de demandes d'information sensible qui vous semblent suspects.

This is **Exhibit "E"** referred to in the Affidavit of Trent Erickson
sworn before me this 2nd day of February, 2022



A Commissioner for Oaths in and for Alberta

Spencer D. Norris
Barrister and Solicitor

Big Bear Energy Rentals Ltd.
Bank Account ATB 873-00902698300 CAD
Balance as at February 1, 2022
unaudited, in CAD

Posting Date	Type	Description	Debit	Credit	Balance
1/31/2022	EFT	Direct Debit PAD - BDC	57,965.75		(49,661.90)
1/31/2022	EFT	Direct Debit PAD - BDC	1,482.53		(51,144.43)
1/31/2022	Transfer	Overdraft Interest	56.06		(51,200.49)
1/31/2022	Fee	Fee Service - Sundry	10.75		(51,211.24)
1/31/2022	Fee	Monthly Maintenance Fee	33.00		(51,244.24)
1/31/2022	Fee	Fee Service	41.80		(51,286.04)
2/1/2022	Transfer	Customer Transfer	-	22,801.37	(28,484.67)
2/1/2022	Deposit	Castlegate A/R Collection	-	41,966.98	13,482.31
Total			59,589.89	64,768.35	

Big Bear Energy Rentals Ltd.
Bank Account CWB 101004207255
Balance as at February 1, 2022
unaudited, in CAD

Posting Date	Type	Description	Debit	Credit	Balance
1/31/2022		Interest Capitalize	73.55		(73.55)
1/31/2022		Coverdraft Transfer In		73.55	-
1/31/2022		Monthly Transaction Charge	82.20	-	(82.20)
1/31/2022		Coverdraft Transfer In	-	82.20	-
1/31/2022	Cheque	Cheque Cleared - Cheque 16111 (Payment to Sylvan Lake Registry)	573.00	-	(573.00)
1/31/2022	Cheque	Cheque Cleared - Cheque 16149 (Payment to Kal Tire)	12,307.14	-	(12,880.14)
1/31/2022	EFT	PAD - MON Fee	75.00	-	(12,955.14)
1/31/2022	EFT	PAD - MON Fee	20.00	-	(12,975.14)
1/31/2022		Coverdraft Transfer In	-	12,975.14	-
1/31/2022		Cheque Return (16149)		12,307.14	12,307.14
1/31/2022		Cheque Return (16111)		573.00	12,880.14
Total			13,130.89	26,011.03	