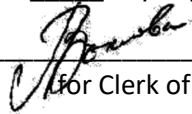


I hereby certify this to be a true copy of  
the original Order

Dated this 21 day of June, 2023

  
for Clerk of the Court

COURT FILE NO. 25-2832314 / B201 832314

COURT COURT OF KING'S BENCH OF  
ALBERTA

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE BANKRUPTCY  
OF HOME SOLUTIONS CORPORATION

APPLICANTS ANDREW DAVIDSON AND JODY DAVIDSON

RESPONDENT HOME SOLUTIONS CORPORATION, BY ITS TRUSTEE  
IN BANKRUPTCY, MNP LTD., AND GRANT THORNTON LIMITED,  
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF HOME  
SOLUTIONS CORPORATION

DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**BENNETT JONES LLP**  
Barristers and Solicitors  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7

Attention: Chris Simard / Kelsey Meyer / Adam Williams  
Telephone No.: (403) 298-4485 / 3323 / 3307  
Fax No.: (403) 265-7219  
Client File No.: 94214.1

**DATE ON WHICH ORDER WAS PRONOUNCED:** Friday, June 16, 2023

**LOCATION OF HEARING OR TRIAL:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice C. M. Jones



UPON THE APPLICATION OF Andrew Davidson and Jody Davidson (collectively, the "**Applicants**"); AND UPON reading the Affidavit of Andrew Davidson, sworn May 31, 2023; AND UPON hearing counsel for the Applicants; AND UPON hearing from counsel for MNP Ltd. (the "**Trustee**"), in its capacity as Trustee of Home Solutions Corporation (the "**Bankrupt**"); AND UPON hearing from counsel for Grant Thornton Limited (the "**Receiver**"), in its capacity as Receiver of the Bankrupt; AND UPON being advised that there are creditors who have proven claims against the Bankrupt's estate, including the Applicants (collectively, the "**Creditors**"); AND UPON the Trustee having refused to take proceedings as against Private Debt Partners Senior Opportunities Fund GP Inc., carrying on business as Private Debt Partners, which may also be known as "PDP Senior Opportunities GP Inc.", "PDP Senior Direct Lending GP Inc.", "PDP Opportunities Carried Interest GP Inc.", "Private Debt Partners GP LLC", "Private Debt Partners Inc.", "Private Debt Partners LP", "Private Debt Partners Senior Direct Lending Fund LP", or "Private Debt Partners Senior Opportunities Fund LP" ("**PDP**") and Jeffrey Deacon;

IT IS ORDERED AND DECLARED THAT:

1. Andrew Davidson is hereby declared an unsecured creditor of the Bankrupt;
2. Jody Davidson is hereby declared an unsecured creditor of the Bankrupt;
3. Pursuant to section 38 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"):
  - (a) The Applicants and any other Participating Creditors (as defined below) are authorized to proceed in the place of the Trustee, and prosecute proceedings on behalf of the estate of the Bankrupt in their own names, for their own benefit and at their own expense (as further described below) as against PDP and Jeffrey Deacon (the "**Proceedings**");
  - (b) The Trustee shall assign to the Applicants and any other Participating Creditors all its right, title and interest in the Proceedings, and shall transfer and make available to the Applicants and any other Participating Creditors all books and documents of the Bankrupt that are in the Trustee's possession which concern or relate to the Proceedings (collectively, the "**Records**"). Such assignment shall vest in the Applicants and such other Participating Creditors all right, title and interest which the Trustee has, had or shall have in the subject matter of the Proceedings by virtue of its office as Trustee of the Bankrupt;

- (c) The Applicants are permitted to take such steps as are necessary to prosecute the Proceedings, including filing a statement of claim;
- (d) All benefits derived from the Proceedings, together with any costs awarded in relation to the same, shall belong:
  - (i) to the extent of their respective claims against the Bankrupt and costs of the Proceedings, *pro rata* according to the amount of their respective claims against the Bankrupt in relation to the claims of the Applicants and all Participating Creditors, exclusively to:
    - (A) the Applicants; and
    - (B) any other creditors who, within seven days after service of this Order, agree to contribute *pro rata* according to the amount of their respective claims in relation to those of the Applicants and other Participating Creditors, to the expense and risk of prosecuting the proceedings, and who within seven days of service of this Order, signify their agreement in writing and provide an address for service, including the name of the creditor and a mailing address, email address and telephone number for that creditor ("**Address for Service**"), to:

Bennett Jones LLP  
4500 Bankers Hall East  
855 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 4K7  
Attention: Chris Simard / Kelsey Meyer / Adam Williams  
[simardc@bennettjones.com](mailto:simardc@bennettjones.com) / [meyerk@bennettjones.com](mailto:meyerk@bennettjones.com) / [williamsa@bennettjones.com](mailto:williamsa@bennettjones.com)
- (ii) to the extent of any surplus in excess of:

- (A) the claims of the Applicants and the Participating Creditors as against the Bankrupt; and
  - (B) costs of the Proceedings incurred by the Applicants and the Participating Creditors, including Legal Expenses and Costs (each as defined below);
- to the estate of the Bankrupt;
- (e) Each Participating Creditor shall be responsible for and shall pay:
    - (i) that Participating Creditor's *pro rata* share of any account for legal fees, disbursements, and other charges incurred by the Applicants and by the Participating Creditors in pursuing the Proceedings ("**Legal Expenses**") duly issued to that Participating Creditor, within 30 days of receipt of an invoice for the same at the Address for Service provided by the Participating Creditor; and
    - (ii) that Participating Creditor's *pro rata* share of any court-ordered award of costs or other monetary settlement agreed upon by or on behalf of the Applicants and the Participating Creditors in relation to the Proceedings ("**Costs**") within 10 days of receipt of notice of the same at the Address for Service provided by the Participating Creditor;
  - (f) Any failure by any Participating Creditor to pay its *pro rata* share of the Legal Expenses or the Costs as required pursuant to this Order shall entitle the Applicants to apply to have that Participating Creditor removed from the Proceedings and to be no longer entitled to the benefits derived from same. Upon the granting of such an Order:
    - (i) the said Participating Creditor shall no longer be a Participating Creditor and shall be deemed a "**Removed Creditor**"; and
    - (ii) the Removed Creditor's *pro rata* share of the Legal Expenses or Costs that remain outstanding shall be paid by the Applicants and by the Participating

Creditors, in accordance with their *pro rata* shares thereof, re-determined in relation to the removal of the Removed Creditor, within the periods of time set out in paragraph 3(e) hereof;

- (g) If any creditor fails to provide notice of participation as set out in paragraph 3(d)(i)(B) hereof, that creditor shall thereafter be excluded from participating in the Proceedings or receiving the benefits derived therefrom;
- (h) All benefits derived by the Applicants and the Participating Creditors from the Proceedings, together with any costs awarded to the Applicants and the Participating Creditors in relation to the same, shall be paid in the following priority:
  - (i) First, to Bennett Jones LLP, to the extent that any account for Legal Expenses remains outstanding;
  - (ii) Second, divided between the Applicants and the Participating Creditors, *pro rata* according to the respective amounts of their claims and any Legal Expenses and Costs incurred by them, in addition to any dividends that they may be entitled to out of the Bankrupt's other assets; and
  - (iii) Third, to the Estate of the Bankrupt.
- (i) The Trustee shall provide the Applicants with, and the Applicants are entitled to receive, a list of the names and addresses of all Creditors who have filed claims against the Bankrupt's estate with the Trustee (the "**Creditor Service List**") within four days of the service of this Order, and the proofs of claims filed with the Trustee (the "**Claims**") within four days of receipt of a request by the Applicants for the same, and the Trustee shall not incur any liability as a result of disclosing the Creditor Service List or the Claims to the Applicants;
- (j) The Proceedings shall be prosecuted by Bennett Jones LLP, counsel to the Applicants;

- (k) Bennett Jones LLP is authorized to receive instructions with respect to the Proceedings from the Applicants, who, in turn, shall:
    - (i) consult, to the extent practical and reasonable, with the Participating Creditors with respect to instructions provided to Bennett Jones LLP with respect to the Proceedings (which consultations shall be subject to litigation privilege) and consider such consultations in providing instructions to Bennett Jones LLP; and
    - (ii) not have any liability to the Participating Creditors as a result of the instructions provided to Bennett Jones LLP, provided the Applicants act reasonably and are not negligent in providing such instructions;
  - (l) Notwithstanding paragraph 3(k)(i) hereof, to the extent that PDP, Deacon, or either of them become a Participating Creditor in accordance with paragraph 3(d)(i)(B) hereof, the Applicants shall not have any obligation to consult with PDP or Deacon with respect to instructions provided to Bennett Jones LLP with respect to the Proceedings;
  - (m) Service upon the creditors who have proven claims against the Bankrupt shall be good and sufficient upon serving this Order to the addresses listed on the Creditor Service List. This Order shall be deemed to have been served five days after the Order is sent.
4. Within one month of the granting of this Order, the Receiver shall provide to counsel for the Applicants true copies of all books and records of the Bankrupt that concern or relate to the Proceedings. The Receiver shall not incur any liability as a result of disclosing the said books and records to counsel for the Applicants. If any disbursements are incurred by the Receiver arising from the copying and delivering of the said books and records to counsel for the Applicants, those disbursements shall be paid by the Applicants.
5. With respect to any personal information about an identifiable individual that is disclosed by the Trustee or by the Receiver to the Applicants pursuant to this Order, the Applicants shall maintain and protect the privacy of such information and limit the use of such

information to prosecuting the Proceedings. Upon the conclusion of the Proceedings, or if the Applicants discontinue the Proceedings before their final conclusion, the Applicants shall return all such confidential information to the Receiver, or in the alternative, destroy all such information. If the Applicants are legally compelled to produce such confidential information with the Court, the Applicants will notify both the Trustee and the Receiver to advise which documents will be disclosed and will only furnish the portion of confidential information they are legally compelled to disclose. Upon such disclosure, the Applicants will take reasonable steps to protect the confidentiality of such personal information.



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J.C.K.B.A. or Clerk of the Court