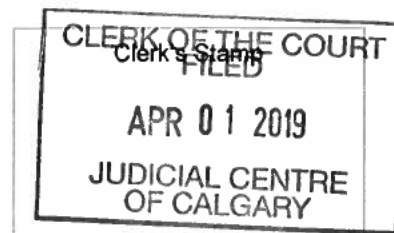


COURT FILE NUMBER 1901- 04589
COURT QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ATB FINANCIAL, AS AGENT

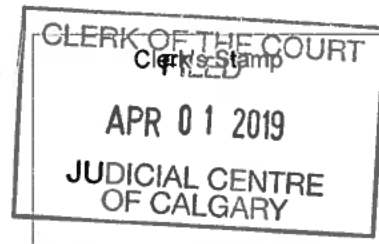


DEFENDANT INNOVA GLOBAL LTD., INNOVA GLOBAL OPERATING LTD.,
INNOVA GLOBAL LIMITED PARTNERSHIP, 1938247 ALBERTA
LTD., INNOVA GLOBAL HOLDINGS LIMITED PARTNERSHIP,
SHELF COMPANY NO. 79S DE R.L. DE C.V., SHELF COMPANY
NO. 82S DE R.L. DE C.V., INNOVA GLOBAL INC., INNOVA
GLOBAL LLC, BRADEN MANUFACTURING, L.L.C, INNOVA
GLOBAL EUROPE B.V., GLOBAL POWER NETHERLANDS B.V.,
GLOBAL POWER PROFESSIONAL SERVICES NETHERLANDS
B.V., BRADEN-EUROPE B.V., INNOVA GLOBAL LIMITED, and
INNOVA GLOBAL AUSTRALIA PTY LIMITED

DOCUMENT AFFIDAVIT
VOLUME 1 OF 2

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS DOCUMENT
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pkyriakakis@mccarthy.ca

COURT FILE NUMBER 1901- 04589
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PLAINTIFF ATB FINANCIAL, AS AGENT



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INNOVA GLOBAL LIMITED PARTNERSHIP, 1938247 ALBERTA
LTD., INNOVA GLOBAL HOLDINGS LIMITED PARTNERSHIP,
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NO. 82S DE R.L. DE C.V., INNOVA GLOBAL INC., INNOVA
GLOBAL LLC, BRADEN MANUFACTURING, L.L.C, INNOVA
GLOBAL EUROPE B.V., GLOBAL POWER NETHERLANDS B.V.,
GLOBAL POWER PROFESSIONAL SERVICES NETHERLANDS
B.V., BRADEN-EUROPE B.V., INNOVA GLOBAL LIMITED, and
INNOVA GLOBAL AUSTRALIA PTY LIMITED

DOCUMENT AFFIDAVIT
VOLUME 2 OF 2

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pkyriakakis@mccarthy.ca

COURT FILE NUMBER	1901-	<div style="border: 1px solid black; padding: 10px; text-align: center;">Clerk's Stamp</div>
COURT	QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ATB FINANCIAL, AS AGENT	
DEFENDANT	INNOVA GLOBAL LTD., INNOVA GLOBAL OPERATING LTD., INNOVA GLOBAL LIMITED PARTNERSHIP, 1938247 ALBERTA LTD., INNOVA GLOBAL HOLDINGS LIMITED PARTNERSHIP, SHELF COMPANY NO. 79S DE R.L. DE C.V., SHELF COMPANY NO. 82S DE R.L. DE C.V., INNOVA GLOBAL INC., INNOVA GLOBAL LLC, BRADEN MANUFACTURING, L.L.C, INNOVA GLOBAL EUROPE B.V., GLOBAL POWER NETHERLANDS B.V., GLOBAL POWER PROFESSIONAL SERVICES NETHERLANDS B.V., BRADEN-EUROPE B.V., INNOVA GLOBAL LIMITED, and INNOVA GLOBAL AUSTRALIA PTY LIMITED	
DOCUMENT	AFFIDAVIT	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers and Solicitors Sean F. Collins / Walker W. MacLeod / Pantelis Kyriakakis Suite 4000, 421-7 th Avenue S.W. Calgary AB T2P 4K9 Phone: 403-260-3531 / 3710 / 3536 Fax: 403-260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca / pkyriakakis@mccarthy.ca	

AFFIDAVIT OF ALEX CORBETT
Sworn on March 31, 2019

I, ALEX CORBETT, of the City of CALGARY, in the Province of ALBERTA, SWEAR
AND SAY THAT:

1. I am the Managing Director of the Turnaround and Restructuring Group of ATB Financial ("ATB"). I have been directly involved with the accounts of Innova Global Ltd. (the "**Borrower**") and have had primary responsibility for managing the syndicated secured credit facilities on behalf of ATB. Additionally, I have reviewed the books and records maintained by and in the possession of ATB in the ordinary course of business. Based on the aforementioned and upon such review, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, in which case, I believe the same to be true.

- 2 -

2. I am authorized to make this Affidavit on behalf of ATB, as the agent (the "**Agent**", when acting in such capacity) on behalf of ATB, Canadian Imperial Bank of Commerce ("**CIBC**"), and Export Development Canada ("**EDC**", EDC, CIBC, and ATB are collectively, the "**Lenders**") under the Second Amended and Restated Credit Agreement dated as of October 19, 2018 (the "**SARCA**") among the Borrower, as borrower, the Lenders, as lenders, and the Agent, as administrative agent, as subsequently amended pursuant to: (i) the First Amending Agreement made effective as of February 28, 2019 (the "**First Amending Agreement**"); and (ii) the Second Amending Agreement effective as of March 8, 2019 (the "**Second Amending Agreement**") (the SARCA, as amended by the First Amending Agreement and the Second Amending Agreement, is referred to as the "**Credit Agreement**"). The Facilities were provided by the Lenders to the Borrower pursuant to the terms of the Credit Agreement. Now shown to me and marked as **Exhibit "A"** to this, my Affidavit, is a copy of the SARCA together with the First Amending Agreement and the Second Amending Agreement; however, in accordance with Rule 13.21(3) of the Alberta *Rules of Court* only the First Amending Agreement and the Second Amending Agreement have been attached hereto.

3. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

Summary of Relief Sought

4. The Loan Parties, as at March 25, 2019, were indebted to the Lenders in the amount of \$74,208,597, plus all interest, standby fees, costs, expenses, legal and professional fees and all other amounts due, accruing due and continuing to accrue in accordance with the terms and conditions of any Loan Document (collectively, the "**Indebtedness**"). This Affidavit is sworn in support of an urgent application by the Agent, which is supported by all of the Lenders, for the following relief to:

- (a) abridge the time for service of the Agent's application and supporting materials;
- (b) appoint PricewaterhouseCoopers Inc., LIT ("**PwC**") as receiver and manager (the "**Receiver**") over all of the assets, properties, and undertakings of the five Canadian Loan Parties and the three US Loan Parties as listed in **Exhibit "B"** hereto;
- (c) authorize and empower PwC to act as a foreign representative within the meaning provided for in Title 11 of Chapter 15 of the *United States Bankruptcy*

- 3 -

Code (the "US Code") for the purposes of obtaining foreign recognition of the within proceedings in the United States on terms and conditions that PwC considers appropriate; and,

- (d) such other and related relief as counsel for Lenders may advise.

The Loan Parties

5. The Loan Parties are in the business of providing project construction, engineering and related services to clients in multiple jurisdictions around the world and employ approximately 400 people. Their operations can roughly be divided into the following five (5) divisions:

- (a) Noise Management ("NM"): Provides industrial noise management solutions for permanent and temporary industrial facilities and field equipment. NM is based in Calgary, Alberta, with sale offices throughout the US and Canada and performs work on a worldwide basis;
- (b) Environmental Services ("ES"): provides environmental solutions to meet air emissions, regulator, and performance standards as well as other services and solutions to the gas turbine industry. ES is based in Oklahoma, and carries on operations under Braden Manufacturing L.L.C.;
- (c) Heat Recovery Steam Generator ("HRSG"): develops systems that recover heat from hot gas steam and is based in Minnesota;
- (d) St. George Steel ("SGS"): is a standalone fabricator for large-scale projects; and,
- (e) Braden Europe ("BEUR"): designs, manufactures and installs and retrofits auxiliary equipment for gas turbines in the European marketplace.

The Event of Default and the Director Resignation

6. The Borrower has been in financial difficulty since mid-to-late 2018. In late February 2019, and as further testified to herein, the Borrower advised the Agent that it anticipated defaulting on the Credit Agreement because it would be unable to make a required repayment of \$2,500,000 due on February 28, 2019 that resulted from a scheduled reduction of commitment. The Credit Agreement was amended to extend the date for this repayment on two separate occasions, once to March 8, 2019 and again to March 15, 2019. The Borrower

- 4 -

subsequently failed to make the repayment on March 15, 2019 and such failure constituted an Event of Default. Although the Event of Default at issue under the Credit Agreement was a significant payment default (and not, by way of example, a reporting default), the Agent and the Lenders elected not to exercise their right to demand at such time because they remained desirous of exploring whether the Loan Parties would be able to present a viable plan or proposal that could be supported by the Lenders and that would address the continuing solvency challenges of the Loan Parties. The Agent, for and on behalf of the Lenders, did terminate all remaining availability and commitments under the Credit Agreement by written notice to the Borrower on March 15, 2019.

7. In the period following March 15, 2019, the Agent, the Lenders, the Loan Parties and their respective financial and legal advisors have been working to see if there was a collaborative solution to address the liquidity challenges experienced by the Loan Parties. The efforts have included continuing discussions with TriWest Capital Partners ("TriWest"), who is the indirect private equity sponsor of the Loan Parties. TriWest is a sophisticated and well capitalized investment fund. The Agent and the Lenders have been in discussions with TriWest for several months because TriWest's expertise and investment resources present a possible solution for the Loan Parties. TriWest has now confirmed to the Lenders that it is unwilling to: (a) invest subordinated debt or equity into the Loan Parties; or (b) purchase all or a portion of the Indebtedness owed to and Security held by the Lenders. The parties were ultimately unable to come to a go-forward consensus and the Agent advised the Borrower that it intended to demand repayment of the Indebtedness on March 31, 2019.

8. Following the Agent's advice to the Borrower that it intended to issue a demand, Mr. Guy Martel of Stikeman Elliott LLP, counsel to the Canadian Loan Parties, sent an email to counsel for the Agent and the Lenders. The email stated that the directors and chief executive officer of the Canadian Loan Parties intend to immediately resign from their positions. The Canadian Loan Parties directly or indirectly control all of the other Loan Parties. Absent the immediate intervention of this Honorable Court by way of the appointment of PwC as receiver and manager, the resignation of the directors will cause immediate and severe irreparable harm to the Loan Parties and, by extension, the Agent and the Lenders. The Loan Parties will have no control or ability to make day to day management decisions regarding their business. The vast majority of the assets with value that are subject to the Security are accounts receivable and I am particularly concerned that data and other material information relating to the collection of

- 5 -

such accounts will be lost if PwC is not appointed. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the email from Mr. Martel on March 31, 2019.

The Canadian Loan Parties

9. The Canadian Loan Parties consist of the following entities:

- (a) Innova Global Ltd. (the "**Borrower**"), formerly AEM Emissions Management Ltd., is a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Alberta) with a registered office located in the City of Calgary. Attached hereto and marked as **Exhibit "D"** to this my affidavit, is a copy of the Alberta Corporate Registry search in respect of the Borrower, dated March 25, 2019.
- (b) Innova Global Operating Ltd. ("**Innova Operating**"), formerly AEM Emissions Management Operating Ltd., is a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Alberta) with a registered office located in the City of Calgary. Attached hereto and marked as **Exhibit "E"** to this my affidavit, is a copy of the Alberta Corporate Registry search in respect of Innova Operating, dated March 25, 2019.
- (c) Innova Global Limited Partnership ("**Innova LP**"), formerly AEM Emissions Management Limited Partnership, is a corporation incorporated pursuant to the provisions of the *Partnership Act* (Alberta). Attached hereto and marked as **Exhibit "F"** to this my affidavit, is a copy of the Alberta Corporate Registry search in respect of Innova LP, dated March 25, 2019.
- (d) 1938247 Alberta Ltd. ("**193 Alberta**"), is a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Alberta) with a registered office located in the City of Calgary. Attached hereto and marked as **Exhibit "G"** to this my affidavit, is a copy of the Alberta Corporate Registry search in respect of 193 Alberta, dated March 25, 2019.
- (e) Innova Global Holdings Limited Partnership ("**Holdings LP**", Holdings LP, 1938247, Innova LP, Innova Operating, and the Borrower are collectively referred to as, the "**Canadian Loan Parties**"), a partnership created pursuant to the provisions of the *Partnership Act* (Alberta). Attached hereto and marked as

- 6 -

Exhibit "H" to this my affidavit, is a copy of the Alberta Corporate Registry search in respect of Holdings LP, dated March 25, 2019.

10. The Borrower is the ultimate parent of the Guarantors which includes the other Canadian Loan Parties. Now shown to me and attached hereto as **Exhibit "I"** to this my Affidavit is a Corporate Organization Chart of all Loan Parties and their respective jurisdictions.

The Credit Agreement

11. Pursuant to the Credit Agreement, the Borrower had access to:

- (a) a non-revolving Term Facility in the initial amount of US\$13,069,841.69;
 - (b) a revolving WIP Facility in the initial amount of Cdn.\$5,000,000;
 - (c) a revolving Operating Facility in the amount of Cdn.\$37,500,000;
 - (d) a revolving Swingline Facility, which forms part of the Operating Facility, in the amount of Cdn.\$5,000,000; and,
 - (e) a revolving LC Facility, in an initial amount of US\$15,000,000,
- (collectively, the "**Facilities**").

12. The Facilities are all term facilities.

13. Pursuant to Section 10.2 of the Credit Agreement, upon the occurrence and during the continuance of any Event of Default, the Agent on behalf of the Lenders, and with the approval of the Majority Lenders, shall be entitled to, without limited or restricting other remedies or rights under contract, at law or in equity, as the Agent and the Majority Lenders may in their sole and unfettered discretion determine: (i) cease to make or continue any Borrowings hereunder, notwithstanding any prior receipt by the Agent of a Borrowing Notice, Conversion Notice or a Rollover Notice or any other event and the Agent may, by written notice to the Borrower, declare the Total Commitment and the right of the Borrower to apply for further Accommodations to be terminated; and, (ii) by written notice to the Borrower, declare all Borrowings (including the face amount of all Bankers' Acceptances and the undrawn amount of all outstanding Letters of Credit) and other liabilities and indebtedness (whether matured or unmatured) of the Borrower to the Agent, the Lenders, and the Creditcard Lenders, to be immediately due and payable (or

- 7 -

to be due and payable at such later time as may be stated in such notice) without further demand, presentation, protest, or other notice of any kind.

14. Pursuant to Section 3.1(b) of the Credit Agreement, the Total Operating Facility Commitment was to reduce by \$2,500,000 on February 28, 2019. This commitment reduction would have resulted in an excess of outstanding Borrowings over the reduced commitment amount. Pursuant to Section 3.1(b), the Borrower would have been required to repay sufficient Operating Borrowings on such date to eliminate such excess. Pursuant to the First Amending Agreement, the commitment reduction and resulting repayment requirement were delayed to March 8, 2019. Pursuant to the Second Amending Agreement, the commitment reduction and resulting repayment requirement were further delayed to March 15, 2019. The Total Operating Facility Commitment was reduced in accordance with Section 3.1(b) of the Credit Agreement on March 15, 2019 and a repayment requirement on such date arose. The Borrower did not make the required repayment on March 15, 2019 and an Event of Default resulted therefrom.

Guarantees

15. The Loan Parties guaranteed the Indebtedness pursuant to:

- (a) Loan Party Guarantee dated as of January 1, 2016 granted by Innova Global Operating Ltd. (formerly, AEM Emissions Management Operating Ltd.), 1938247 Alberta Ltd., Innova Global Limited Partnership (formerly AEM Emissions Management Limited Partnership), Innova Global Inc. (formerly, AEM Emissions Management Inc. and ATCO Emissions Management Inc.), Innova Global LLC (formerly, AEM Noise Management LLC and ATCO Noise Management LLC), Shelf Company No. 79, S. de R.L. de C.V. and Shelf Company No. 82, S. de R.L. de C.V., as supplemented a guarantor supplement dated September 27, 2017 granted by Innova Global Australia Pty Limited, guarantor supplement dated September 27, 2017 granted by Innova Global Limited, a guarantor supplement dated October 11, 2017 granted by Innova Global Holdings Limited Partnership and a guarantor supplement dated December 13, 2017 granted by Innova Global Europe B.V., Global Power Netherlands B.V., Global Power Professional Services Netherlands B.V., Braden-Europe B.V. and Braden Manufacturing, L.L.C.;

- 8 -

- (b) U.S. Loan Party Guarantee dated as of January 1, 2016 granted by Innova Global LLC (formerly, AEM Noise Management LLC and ATCO Noise Management LLC) and Innova Global Inc. (formerly, AEM Emissions Management Inc. and ATCO Emissions Management Inc.), as supplemented by a guarantor supplement dated as of December 13, 2017 granted by Braden Manufacturing, L.L.C.; and,
- (c) Amended, Restated and Consolidated Limited Recourse Guarantee dated as of February 8, 2019 granted by 1941263 Alberta Ltd., 1941198 Alberta Ltd., 1948354 Alberta Ltd., 1948376 Alberta Ltd., 1948384 Alberta Ltd., 1948398 Alberta Ltd., 1949035 Alberta Ltd., 1949040 Alberta Ltd., 1065630 B.C. Unlimited Liability Company, 1065642 B.C. Unlimited Liability Company, 1065651 B.C. Unlimited Liability Company, 2058548 Alberta Ltd. and 2058814 Alberta Ltd.,

(each as otherwise amended, restated, supplemented or otherwise modified and as previously confirmed from time to time is herein referred to as, a **"Guarantee"** and collectively as, the **"Guarantees"**). Attached hereto and marked as **Exhibits "J", "K", and "L"**, to this my Affidavit, are a copies of the Guarantees, respectively.

16. All Guarantees are governed by Alberta law.

17. Each Loan Party's obligations, under their respective Guarantee, are enforceable by the Agent, upon demand by the Agent for payment, after the occurrence and during the continuance of an Event of Default, as contemplated and defined in the Credit Agreement.

The Canadian Security

18. As security for all amounts owed by the Canadian Loan Parties to the Agent and the Lenders, the Canadian Loan Parties entered into the following general security agreements:

- (a) General Security Agreement dated as of January 1, 2016 executed by Innova Global Ltd. (formerly AEM Emissions Management Ltd.), Innova Global Operating Ltd. (formerly AEM Emissions Management Operating Ltd.), 1938247 Alberta Ltd. and Innova Global Limited Partnership (formerly AEM Emissions Management Limited Partnership); and,

- 9 -

(b) General Security Agreement dated as of October 11, 2017 executed by Innova Global Limited Partnership,

(collectively, the "**Canadian General Security Agreements**"). Attached hereto and marked as **Exhibits "M" and "N"**, to this my Affidavit, are a copies of the Canadian General Security Agreements.

19. The Canadian General Security Agreements are enforceable upon the occurrence of an Event of Default, as defined in and contemplated by the Credit Agreement. Additionally, pursuant to Section 8 therein, upon the occurrence and during the continuance of any Event of Default under the Credit Agreement (as set in Section 10.1 therein and discussed above), the Agent will be entitled to exercise any of its rights and remedies specified under the Canadian General Security Agreements, which includes, among others, the Agent applying to a court of competent jurisdiction for the appointment of a Receiver.

20. In addition to the Canadian general Security Agreements, the Canadian Loan Parties also entered into and provided the following additional security agreements:

- (a) Pledge Agreement dated as of January 1, 2016 executed by Innova Global Ltd. (formerly AEM Emissions Management Ltd.) and the Agent;
- (b) Pledge Agreement dated as of January 1, 2016 executed by 1938247 Alberta Ltd. and the Agent;
- (c) Pledge Agreement dated as of January 1, 2016 executed by Innova Global Limited Partnership, formerly, AEM Emissions Management Limited Partnership and the Agent;
- (d) Pledge Agreement dated as of January 1, 2016 executed by Innova Global Operating Ltd., formerly, AEM Emissions Management Operating Ltd. and the Agent;
- (e) Collateral Assignment of Material Agreements dated as of January 1, 2016 executed by Innova Global Ltd. (formerly AEM Emissions Management Ltd.), Innova Global Operating Ltd. (formerly AEM Emissions Management Operating Ltd.), 1938247 Alberta Ltd. and Innova Global Limited Partnership (formerly AEM Emissions Management Limited Partnership);

- 10 -

- (f) Deposit Account Control Agreement dated as of February 16, 2016 executed by Innova Global Ltd. (formerly AEM Emissions Management Ltd.), Innova Global Inc., (formerly AEM Emissions Management Inc. and ATCO Emissions Management Inc.), Innova Global LLC (formerly AEM Noise Management LLC and ATCO Noise Management LLC), the Agent and The Bank of Nova Scotia, as amended by an Amending Agreement dated as of November 19, 2018 executed by the same parties, and,
- (g) Pledge Agreement dated as of October 11, 2017 executed by Innova Global Holdings Limited Partnership and the Agent,

(collectively, the **"Additional Canadian Security Agreements"**, the Additional Canadian Security Agreements and the Canadian General Security Agreements are collectively referred to as the **"Canadian Security"**). Attached hereto and marked as **Exhibits "O", "P", "Q", "R", "S", "T", and "U"**, to this my Affidavit, are a copies of the Additional Canadian Security Agreements.

Foreign Security Agreements

21. As security for all amounts owed by the Foreign Loan Parties to the Agent and the Lenders, the Foreign Loan Parties entered into the following general security agreements, each granted in favour of the Agent and each as confirmed and/or otherwise amended, modified, supplemented, or restated from time to time:

- (a) Pledge and Security Agreement and Irrevocable Proxy dated as of January 1, 2016 granted by Innova Global Inc., formerly, AEM Emissions Management Inc., formerly, ATCO Emissions Management Inc., Innova Global LLC, formerly, AEM Noise Management LLC, formerly, ATCO Noise Management LLC and accepted and acknowledged by the Agent, as supplemented by a Joinder to Pledge and Security Agreement and Irrevocable Proxy dated as of December 13, 2017 granted by Braden Manufacturing, L.L.C. and accepted and acknowledged by the Agent;
- (b) Floating Lien Pledge Agreement dated as of March 14, 2016 among Shelf Company No. 79, S. de R.L. de C.V. and the Agent;

- 11 -

- (c) Floating Lien Pledge Agreement dated as of March 14, 2016 among Shelf Company No. 82 S. de R.L. de C.V. and the Agent;
- (d) Debenture dated as of September 27, 2017 between Innova Global Limited and the Agent;
- (e) General Security Deed dated as of September 27, 2017 between Innova Global Australia Pty Limited and the Agent; and,
- (f) Deed of Pledge dated as of December 18, 2017 among Innova Global Europe B.V., Global Power Netherlands B.V., Global Power Professional Services Netherlands B.V., Braden-Europe B.V. and the Agent, as supplemented by a Supplemental Deed of Pledge dated as of November 9, 2018 among Innova Global Europe B.V., Global Power Netherlands B.V., Global Power Professional Services Netherlands B.V. and Braden-Europe B.V.,

(collectively, the **"Foreign General Security Agreements"**). Now shown to me and marked as **Exhibit "V"** to this, my Affidavit, is a copy of the Foreign General Security Agreements together with all amendments thereto; however, in accordance with Rule 13.21(3) of the Alberta Rules of Court, such Exhibit is not attached hereto.

22. The Foreign General Security Agreements are enforceable upon the occurrence of an Event of Default, as defined in and contemplated by the Credit Agreement. Additionally, pursuant to Section 8 therein, upon the occurrence and during the continuance of any Event of Default under the Credit Agreement (as set in Section 10.1 therein and discussed above), the Agent will be entitled to exercise any of its rights and remedies specified under the Foreign General Security Agreements, which includes, among others, the Agent applying to a court of competent jurisdiction for the appointment of a Receiver.

23. In addition the following security was also provided to the Agent:

- (a) U.S. Loan Parties Collateral Assignment of Material Agreements dated as of January 1, 2016 granted by Innova Global Inc., formerly, AEM Emissions Management Inc., formerly, ATCO Emissions Management Inc., Innova Global LLC, formerly, AEM Noise Management LLC, formerly, ATCO Noise Management LLC;

- 12 -

- (b) Charge Over Securities dated as of September 27, 2017 between Innova Global Operating Ltd. and the Agent;
- (c) Foreign Currency Account Deposit Account Control Agreement dated as of September 27, 2017 among Innova Global Limited, the Agent and The Bank of Nova Scotia;
- (d) Specific Security Deed dated as of September 27, 2017 among Innova Global Australia Pty Limited, Innova Global Operating Ltd. and the Agent;
- (e) Share Pledge Deed dated as of December 18, 2017 among Innova Global Operating Ltd., as pledgor, the Agent, as pledgee, and Innova Global Europe B.V., as the company;
- (f) Share Pledge Deed dated as of December 18, 2017 among Innova Global Europe B.V., as pledgor, the Agent, as pledgee, and Global Power Netherlands B.V., as the company;
- (g) Share Pledge Deed dated as of December 18, 2017 among Global Power Netherlands B.V., as pledgor, the Agent, as pledgee, and Global Power Professional Services Netherlands B.V., as the company;
- (h) Share Pledge Deed dated as of December 18, 2017 among Global Power Netherlands B.V., as pledgor, the Agent, as pledgee, and Braden-Europe B.V., as the company; and,
- (i) Amended, Restated and Consolidated Pledge Agreement dated as of February 8, 2019 among 1941263 Alberta Ltd., 1941198 Alberta Ltd., 1948354 Alberta Ltd., 1948376 Alberta Ltd., 1948384 Alberta Ltd., 1948398 Alberta Ltd., 1949035 Alberta Ltd., 1949040 Alberta Ltd., 1065630 B.C. Unlimited Liability Company, 1065642 B.C. Unlimited Liability Company, 1065651 B.C. Unlimited Liability Company, 2058548 Alberta Ltd., 2058814 Alberta Ltd. and the Agent,

(collectively, the "Additional Foreign Security Agreements", the Foreign General Security Agreements and the Additional Foreign Security Agreements are collectively referred to as, the "Foreign Security", the Foreign Security and the Canadian Security are collectively referred to as, the "Security Agreements"). Now shown to me and

- 13 -

marked as **Exhibit "W"** to this, my Affidavit, is a copy of the Additional Foreign Security Agreements together with all amendments thereto; however, in accordance with Rule 13.21(3) of the Alberta Rules of Court, such Exhibit is not attached hereto.

PPR Registrations

24. The Agent, for and on behalf of itself and the Lenders perfected its security interests under the Security Agreements and as and against the Loan Parties' present and after acquired personal and real property, assets, and undertakings and in all proceeds and renewals thereof, accessions thereto, and substitutions therefor (collectively referred to as, the "**Collateral**") by the registration of:

- (a) financing statements, in the personal property registries of Alberta in respect of the Borrower, Innova Operating, Innova LP, and 1938247, Holdings LP, Innova Global Inc., Innova Global LLC, Braden Manufacturing LLC, Shelf Company No. 79S de R.L. de C.V., Shelf Company No. 82S de R.L. de C.V., Innova Global Europe B.V., Global Power Netherlands B.V., Global Power Professional Services Netherlands B.V., Braden-Europe B.V., Innova Global Limited, and Innova Australia Pty Limited;
- (b) land charges in the personal property registry of Alberta in respect of all of the Canadian Loan Parties, Innova Global Inc., Innova Global LLC, Innova Global Limited, and Innova Global Australia Pty Limited;
- (c) financing statements, in the personal property registries of British Columbia in respect of the Borrower, Innova Operating, Innova LP, and 1938247;
- (d) financing statements, in the personal property registries of Saskatchewan in respect of the Borrower, Innova Operating, Innova LP, and 1938247; and,
- (e) financing statements, in the personal property registries of Ontario in respect of the Borrower, Innova Operating, Innova LP, and 1938247.

Attached hereto and marked as **Exhibits "X", "Y", "Z", and "AA"**, to this my Affidavit, are a copies of the Alberta, Saskatchewan, British Columbia and Ontario Personal Property Registry debtor name search results with respect to the Loan Parties, respectively.

- 14 -

Liquidity Issues

25. On October 19, 2018, the parties entered into the SARCA which, in part, contemplated that Lenders would provide an Unmargined Contribution of \$5,000,000 as part of the Total Operating Facility Commitment. As part of the Total Operating Facility Commitment, the Agent, Lenders and Borrower agreed that the Unmargined Contribution would reduce by \$2,500,000 on February 28, 2018 triggering a commensurate repayment obligation of the Borrower as set out above.

26. As part of the Lenders agreeing to provide the Unmargined Contribution, TriWest affiliates also provided the following additional limited guarantees:

- (a) Limited Guarantee dated as of October 19, 2018 granted by TriWest Capital Partners V, L.P. ("**TriWest Canada**") with liability limited to the sum of Cdn.\$2,082,000.; and,
- (b) Limited Guarantee dated as of October 19, 2018 granted by TriWest Capital Partners V (US), L.P. ("**TriWest US**", TriWest US And TriWest Canada are collectively referred to as, "**TriWest**") with liability limited to the sum of Cdn.\$418,000,

(collectively, the "**TriWest Guarantees**"). Attached hereto and marked as **Exhibits "BB"** and "**CC**", to this my Affidavit, are a copies of the TriWest Guarantees.

27. Shortly before February 28, 2019, the Borrower requested that the Agent and the Lenders amend the SARCA to delay the \$2,500,000 reduction to the Total Operating Facility Commitment occurring on February 28, 2019 (the "**Unmargined Reduction**") and the commensurate repayment triggered thereby. As a result, the Agent, the Borrower and the Lenders entered into the First Amending Agreement, wherein, among other amendments, the parties thereto agreed to extend the February 28, 2019 deadline to March 8, 2019.

28. Following the First Amending Agreement, the Borrower requested a further extension to the date of the Unmargined Reduction and the commensurate repayment triggered thereby. The Agent, the Borrower and the Lenders entered into the Second Amending Agreement, wherein, among other amendments, the parties thereto agreed to further extend the March 8, 2019 deadline to March 15, 2019.

- 15 -

29. The Unmargined Reduction occurred on March 15, 2019, but the Borrower failed to make the commensurate repayment on March 15, 2019 triggered thereby. The Borrower's failure to make the repayment triggered by the Unmargined Reduction constituted an Event of Default under the Credit Agreement.

30. As a result of the Borrower committing an Event of Default, on March 15, 2019, the Agent, for and on behalf of the Lenders, provided notice (the "**Termination Notice**") to the Borrower, informing the Borrower of the Event of Default under Section 10.1(a) of the Credit Agreement and, furthermore, providing notice that pursuant to Section 10.2(a) of the Credit Agreement, the Lenders were no longer willing to make or continue to make any Borrowings, effective immediately. Attached hereto and marked as **Exhibit "DD"**, to this my Affidavit, are a copies of the Termination Notice.

31. On March 31, 2019, the Agent, for and on behalf of the Lenders, advised the Borrower that it will demand repayment of the Indebtedness. The Loan Parties have not repaid the Indebtedness owing to the Lenders.

Foreign Recognition

32. The Loan Parties operate in various international jurisdictions, including within the United States. If it is determined by PwC to be in the best interests of the estates of the Loan Parties it is expected that PwC will make an application for foreign recognition under Chapter 15 of the US Code in respect of the US Loan Parties in a relatively expedited fashion. The proposed form of order also authorizes PwC to act as a foreign representative in such a proceeding.

33. The Loan Parties are jointly and severally liable for the Indebtedness and are insolvent. The Loan Parties (including the Loan Parties that operate outside of Canada) operate as a single economic unit and have common management, accounting functions and financial reporting. It is appropriate for PwC to be appointed as receiver and manager over the US Loan Parties so that their insolvency, property and affairs, and the rights of all creditors against them, can be administered and supervised in an efficient and cost-effective fashion and with the assistance of courts in the United States as PwC determines is necessary or advisable.

Necessity of the Appointment of a Receiver

34. The Borrower currently has no access or availability under the Facilities or the Credit Agreement. All Loan Parties derive liquidity via the Borrower. The Lenders are not prepared to

- 16 -

extend any further credit to the Borrower. It has become evident that no other parties including TriWest, are willing to commit or advance any additional funds in order to sustain or provide additional liquidity to the Borrower and the Loan Parties during the course of this liquidity crisis.

35. Absent further funding, the Borrower is unable to meet its obligations as they become due. The Agent therefore has serious and valid concerns regarding the protection and preservation of its Collateral which includes any value attributed to the Canadian Loan Parties' ongoing operations. The Lenders are only prepared to fund go forward critical payment obligations by way of priority advances made under the terms of a receivership order and receiver's certificate within the proposed receivership proceedings.

36. The granting of the relief sought by the Agent will preserve and protect the Agent's first security position and allow go-forward decisions in respect of the Canadian Loan Parties' business to be made by a court-appointed officer for the benefit of all stakeholders.

37. PwC is a licensed trustee in bankruptcy and has consented to being appointed as Receiver of the Canadian Loan Parties.

38. The appointment of the Receiver will allow the Property to be preserved. Additionally, all revenues derived from the Canadian Loan Parties' business will be used to maximize value for the general benefit of the estate and all stakeholders. The appointment of the Receiver will also allow the status quo to be maintained while the Receiver determines what additional steps are required with respect to the US Loan Parties.

Conclusion

39. I believe it is just, convenient, and appropriate for a receiver to be appointed over the Canadian Loan Parties and the US Loan Parties, for the following reasons:

- (a) the directors and chief executive officer of the Canadian Loan Parties have either resigned or intend to resign immediately and, as a result of the corporate structure, this has a corresponding impact on all other Loan Parties;
- (b) the majority of the assets of the Loan Parties that have material value and are subject to the Security are accounts receivable. The Receiver will be the most efficient and effective way to realize on these assets and maximize the recovery

- 17 -

of the Agent, the Lenders, and the estate and stakeholders of the Canadian Loan Parties;

- (c) the Canadian Loan Parties have serious risk of not being able to meet critical payment obligations. Absent the immediate intervention of this Honourable Court, this will prevent any ordinary course wind-down under the control of the Receiver and cause severe, irreparable, and unnecessary prejudice to the first security position of the Agent and the Lenders;
- (d) the Agent has valid and serious concerns regarding the preservation and protection of the Collateral, particularly due to the ongoing liquidity issues and its inability to meet its obligations as they become due;
- (e) the Loan Parties have operations and assets situated in the United States and the proposed form of order allows PwC to initiate proceedings under the US Code.

40. PwC has consented to act as receiver and manager of the Loan Parties that may become debtors within the receivership order.

41. I swear this affidavit in support of an application to appoint PwC as receiver and manager of the Loan Parties, together with such powers, as set out in the draft Receivership Order, attached to the Notice of Application to be filed concurrently with this, my Affidavit.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta, this 31st
day of March, 2019.


A COMMISSIONER FOR OATHS
in and for the Province of Alberta


Carl E. Dahlen
Student-at-Law


ALEX CORBETT

This is Exhibit "B" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read "Carl E. Dahlen", is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

CANADIAN LOAN PARTIES AND US LOAN PARTIES

Innova Global Ltd.
Innova Global Operating Ltd.
Innova Global Limited Partnership
1938247 Alberta Ltd.
Innova Global Holdings Limited Partnership
Innova Global Inc. (formerly AEM Emissions Management Inc., formerly ATCO Emissions Management Inc.)
Innova Global LLC (formerly AEM Noise Management LLC, formerly ATCO Noise Management LLC)
Braden Manufacturing, L.L.C.

This is Exhibit "C" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read "C. E. Dahlen", is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

Doran, Katie

From: Guy P. Martel <GMartel@stikeman.com>
Sent: Sunday, March 31, 2019 1:23 PM
To: MacLeod, Walker W.
Cc: Collins, Sean F.; Kyriakakis, Pantelis; Birkness, Peter; Gorman, Howard A.; Cassell, John; paul.j.darby@pwc.com; clinton.l.roberts@ca.pwc.com; Jonathan Reimche (CA); Foster, Andrew
Subject: Re: Innova

Walker, please send those asap. We will accept service, our client will waive the delay and will confirm its non-objection (but not its consent) to the appointment of a receiver. The directors and the CEO will be resigning in short order so you should plan to have representatives of your proposed receiver on site first thing tomorrow to coordinate a smooth transition with the members of senior management that are still in place. Also, please copy us on your communications with the court as will be making representations at the hearing of your motion. We reiterate that the Company and its advisors are of the view that the proposed course of action is unlikely to provide a better alternative than what has already been proposed, in addition to being very prejudicial to a number of vulnerable stakeholders, including the Company's employees. Brgds.

Guy P. Martel
 Direct : +1 514 397 3163
 Mobile : +1 514 241 1785
 Email : gmartel@stikeman.com

From: MacLeod, Walker W. <wmacleod@mccarthy.ca>
Sent: Sunday, March 31, 2019 11:40 AM
To: Guy P. Martel
Cc: Collins, Sean F.; Kyriakakis, Pantelis; Birkness, Peter; Gorman, Howard A.; Cassell, John; paul.j.darby@pwc.com; clinton.l.roberts@ca.pwc.com; Jonathan Reimche (CA); Foster, Andrew
Subject: RE: Innova

Guy, the Agent will be issuing demands, 244 notices and requests for consent to early enforcement. Please let us know if you are able to accept service of same on behalf of the Loan Parties.

mccarthy **Walker MacLeod**
tetrault

Partner | Associé
 Bankruptcy and Restructuring | Faillite et restructuration
 T: 403-260-3710
 C: 403-463-1207
 F: 403-260-3501
 E: wmacleod@mccarthy.ca

McCarthy Tétrault LLP
 Suite 4000
 421 - 7th Avenue SW
 Calgary AB T2P 4K9

Please, think of the environment before printing this message.



From: MacLeod, Walker W.

Sent: Sunday, March 31, 2019 11:00 AM

To: 'Guy P. Martel' <GMartel@stikeman.com>

Cc: Collins, Sean F. <scollins@mccarthy.ca>; Kyriakakis, Pantelis <pkiriakakis@mccarthy.ca>; Birkness, Peter <pbirkness@mccarthy.ca>; 'Gorman, Howard A.' <howard.gorman@nortonrosefulbright.com>; 'Cassell, John' <john.cassell@nortonrosefulbright.com>; 'paul.j.darby@pwc.com' <paul.j.darby@pwc.com>; 'clinton.l.roberts@ca.pwc.com' <clinton.l.roberts@ca.pwc.com>; 'Jonathan Reimche (CA)' <jonathan.p.reimche@pwc.com>; Foster, Andrew <afoster@mccarthy.ca>

Subject: RE: Innova

Guy, attached is the current draft of the form of order and a redline to the template. The attached remains subject to revision based on any further comment from the Agent or the Lenders.



Walker MacLeod

Partner | Associé

Bankruptcy and Restructuring | Faillite et restructuration

T: 403-260-3710

C: 403-463-1207

F: 403-260-3501

E: wmacleod@mccarthy.ca

McCarthy Tétrault LLP

Suite 4000

421 - 7th Avenue SW

Calgary AB T2P 4K9

Please, think of the environment before printing this message



From: Guy P. Martel <GMartel@stikeman.com>

Sent: Sunday, March 31, 2019 10:32 AM

To: MacLeod, Walker W. <wmacleod@mccarthy.ca>

Subject: Re: Innova

Please send your draft materials ASAP.

Guy P. Martel

Direct : +1 514 397 3163

Mobile : +1 514 241 1785

Email : gmartel@stikeman.com

Stikeman Elliott

Suivez-nous / Follow us

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Stikeman Elliott S.E.N.C.R.L., s.r.l. Avocats

Stikeman Elliott LLP Barristers & Solicitors

1155 boul. René-Lévesque Ouest, 41e étage, Montréal, QC H3B 3V2 Canada

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From: MacLeod, Walker W. <wmacleod@mccarthy.ca>
Sent: Sunday, March 31, 2019 8:04 AM
To: Guy P. Martel
Subject: Innova

Are you able to join call?



Walker MacLeod

Partner | Associé

Bankruptcy and Restructuring | Faillite et restructuration

T: 403-260-3710

C: 403-463-1207

F: 403-260-3501

E: wmacleod@mccarthy.ca

McCarthy Tétraault LLP

Suite 4000

421 - 7th Avenue SW

Calgary AB T2P 4K9

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Suite 5300, TD Bank Tower, Box 48, 66 Wellington Street West, Toronto, ON M5K 1E6

This is Exhibit "D" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read 'C. Dahlen', is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2019/03/25
Time of Search: 09:08 AM
Search provided by: MCCARTHY TETRAULT LLP

Service Request Number: 30710046
Customer Reference Number: 174791-480397

Corporate Access Number: 2019358023
Legal Entity Name: INNOVA GLOBAL LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
AEM EMISSIONS MANAGEMENT LTD.	2016/04/01

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2016/01/01 YYYY/MM/DD

Registered Office:

Street: 4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Records Address:

Street: 4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Directors:

Last Name: DANARD
First Name: CHAD

3/25/2019

Corporation/Non-Profit Search

30

Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.**City:** CALGARY**Province:** ALBERTA**Postal Code:** T2P 4H2**Last Name:** ROKOSH**First Name:** NORM**Street/Box Number:** SUITE 4600, 400 - 3RD AVENUE S.W.**City:** CALGARY**Province:** ALBERTA**Postal Code:** T2P 4H2**Last Name:** SPENCER**First Name:** JON**Street/Box Number:** SUITE 4600, 400 - 3RD AVENUE S.W.**City:** CALGARY**Province:** ALBERTA**Postal Code:** T2P 4H2**Voting Shareholders:****Last Name:** TRIEMISSIONS HOLDINGS (US) LIMITED PARTNERSHIP**Street:** SUITE 4600, 400 - 3RD AVENUE S.W.**City:** CALGARY**Province:** ALBERTA**Postal Code:** T2P 4H2**Percent Of Voting Shares:** 100**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments****Share Structure:** THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF ONE CLASS OF SHARES, DESIGNATED AS "COMMON SHARES".**Share Transfers Restrictions:** NO SECURITIES, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.**Min****Number Of** 1**Directors:****Max****Number Of** 9**Directors:**

3/25/2019

Corporation/Non-Profit Search

Business Restricted To: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION MAY CARRY ON.³¹

Business Restricted From: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION MAY CARRY ON.

Other Provisions: REFER TO "OTHER RULES OR PROVISIONS" ATTACHMENT

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
INNOVA GLOBAL HOLDINGS LIMITED PARTNERSHIP	LP20737003
INNOVA GLOBAL LIMITED PARTNERSHIP	LP19414523

Other Information:**Amalgamation Predecessors:**

Corporate Access Number	Legal Entity Name
2019382452	1938245 ALBERTA LTD.
2019398102	AEM EMISSIONS MANAGEMENT LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2019	2019/01/17

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/01/01	Amalgamate Alberta Corporation
2016/04/01	Name Change Alberta Corporation
2016/04/01	Change Address
2019/01/17	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2019/02/22	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Other Rules or Provisions	ELECTRONIC	2016/01/01

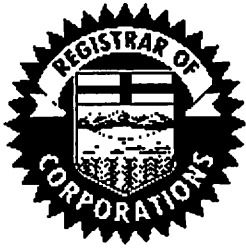
3/25/2019

Corporation/Non-Profit Search

32

Statutory Declaration	10000207116946251	2016/01/01
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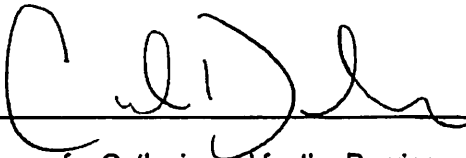
The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "E" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read 'C. Dahlen', is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

3/25/2019

Corporation/Non-Profit Search

34

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2019/03/25
Time of Search: 09:09 AM
Search provided by: MCCARTHY TETRAULT LLP

Service Request Number: 30710056
Customer Reference Number: 174791-480397

Corporate Access Number: 2019414545
Legal Entity Name: INNOVA GLOBAL OPERATING LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
AEM EMISSIONS MANAGEMENT OPERATING LTD.	2016/04/01

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2015/12/30 YYYY/MM/DD

Registered Office:

Street: 4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Records Address:

Street: 4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Directors:

Last Name: CHURCH
First Name: CODY
Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.

3/25/2019

Corporation/Non-Profit Search

35

City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

Last Name: ROKOSH
First Name: NORM
Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

Last Name: SPENCER
First Name: JON
Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

Voting Shareholders:

Last Name: INNOVA GLOBAL LIMITED PARTNERSHIP
Street: 4000 - 4TH STREET S.E., SUITE 222
City: CALGARY
Province: ALBERTA
Postal Code: T2G 2W3
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE CORPORATION IS AUTHORIZED TO ISSUE AN UNLIMITED NUMBER OF ONE CLASS OF SHARES, DESIGNATED AS "COMMON SHARES".
Share Transfers: NO SECURITIES, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.

Min Number Of Directors: 1

Max Number Of Directors: 9

Business: THERE SHALL BE NO RESTRICTIONS OF THE BUSINESS THAT THE CORPORATION

3/25/2019

Corporation/Non-Profit Search

36

Restricted To: MAY CARRY ON.**Business Restricted From:** THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION MAY CARRY ON.**Other Provisions:** REFER TO "OTHER RULES OR PROVISIONS" ATTACHMENT**Holding Shares In:**

Legal Entity Name
1938247 ALBERTA LTD.

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2018	2018/12/06

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2015/12/30	Incorporate Alberta Corporation
2016/04/01	Name Change Alberta Corporation
2016/04/01	Change Address
2018/11/08	Change Director / Shareholder
2018/12/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

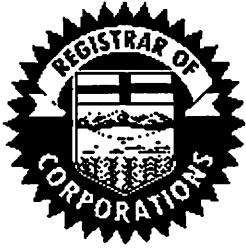
Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Other Rules or Provisions	ELECTRONIC	2015/12/30

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

3/25/2019

Corporation/Non-Profit Search


37



This is Exhibit "F" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read 'C. E. Dahlen', is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2019/03/25
Time of Search: 09:09 AM
Search provided by: MCCARTHY TETRAULT LLP

Service Request No: 30710063
Customer Reference No: 174791-480397

Registration No: LP19414523
Current Business Name: INNOVA GLOBAL LIMITED PARTNERSHIP

Name History:

Previous Name	Date of Name Change (YYYY/MM/DD)
AEM EMISSIONS MANAGEMENT LIMITED PARTNERSHIP	2016/04/01

Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2015/12/30 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2065/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: INNOVA GLOBAL LTD.
Street: 4300, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Other Information:

Filing History:

List Date	Type of Filing
2015/12/30	Register Limited Partnership
2018/10/11	Amend Limited Partnership

Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000407116946245	2015/12/30

3/25/2019

: Trade Name / Partnership Search

40

Notice to Amend	10000007116946247	2015/12/31
Notice to Amend	10000807116946248	2016/01/01
Notice to Amend	10000607116946249	2016/01/01
Notice to Amend	10000107116946261	2016/03/04
Notice to Amend	10000107110617643	2016/04/01
Notice to Amend	10000007125585712	2017/09/29
Notice to Amend	10000507129366652	2018/10/11


The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "G" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read 'C. E. Dahlen', is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2019/03/25
Time of Search: 09:10 AM
Search provided by: MCCARTHY TETRAULT LLP

Service Request Number: 30710083
Customer Reference Number: 174791-480397

Corporate Access Number: 2019382478
Legal Entity Name: 1938247 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2015/12/14 YYYY/MM/DD

Registered Office:

Street: 4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Records Address:

Street: 4300 BANKERS HALL WEST, 888 - 3RD STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 5C5

Directors:

Last Name: CHURCH
First Name: CODY
Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

Last Name: ROKOSH

3/25/2019

Corporation/Non-Profit Search

43

First Name: NORM
Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

Last Name: SPENCER
First Name: JON
Street/Box Number: SUITE 4600, 400 - 3RD AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4H2

Voting Shareholders:

Legal Entity Name: INNOVA GLOBAL OPERATING LTD.
Corporate Access Number: 2019414545
Street: 4000 - 4TH STREET S.E., SUITE 222
City: CALGARY
Province: ALBERTA
Postal Code: T2G 2W3
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: ONE CLASS OF SHARES, TO BE DESIGNATED AS "COMMON SHARES", IN AN UNLIMITED NUMBER.

Share Transfers Restrictions: THE ATTACHED SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

Min Number Of Directors: 1

Max Number Of Directors: 15

Business Restricted To: NONE.

Business Restricted From: NONE.

Other Provisions: THE ATTACHED SCHEDULE OF OTHER PROVISIONS IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2018	2018/12/06

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2015/12/14	Incorporate Alberta Corporation
2016/04/01	Change Address
2018/11/08	Change Director / Shareholder
2018/12/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2015/12/14
Other Rules or Provisions	ELECTRONIC	2015/12/14


The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "H" referred to in the Affidavit of

Alex Corbett

sworn before me this 31st day of March, 2019.

A handwritten signature in black ink, appearing to read "C. E. Dahlen", is written over a horizontal line.

A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law

Government Trade Name / Partnership Search of Alberta ■ Corporate Registration System

Date of Search: 2019/03/25
Time of Search: 09:11 AM
Search provided by: MCCARTHY TETRAULT LLP

Service Request No: 30710093
Customer Reference No: 174791-480397

Registration No: LP20737003
Current Business Name: INNOVA GLOBAL HOLDINGS LIMITED PARTNERSHIP
Status of Business Name: Active
Trade Name / Partnership Type: Limited Partnership
Date of Registration: 2017/10/10 YYYY/MM/DD
Home Jurisdiction: ALBERTA
Termination Date: 2065/12/31 YYYY/MM/DD

Current General Partner:

Last/Legal Entity Name: INNOVA GLOBAL LTD.
Street: 4000 - 4TH STREET S.E., SUITE 222
City: CALGARY
Province: ALBERTA
Postal Code: T2G 2W3

Other Information:

Filing History:

List Date	Type of Filing
2017/10/10	Register Limited Partnership
2017/10/16	Amend Limited Partnership

Attachments:

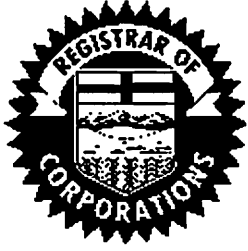
Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000807124846825	2017/10/10
Notice to Amend	10000407119019111	2017/10/16

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

3/25/2019

: Trade Name / Partnership Search

47



This is Exhibit "I" referred to in the Affidavit of

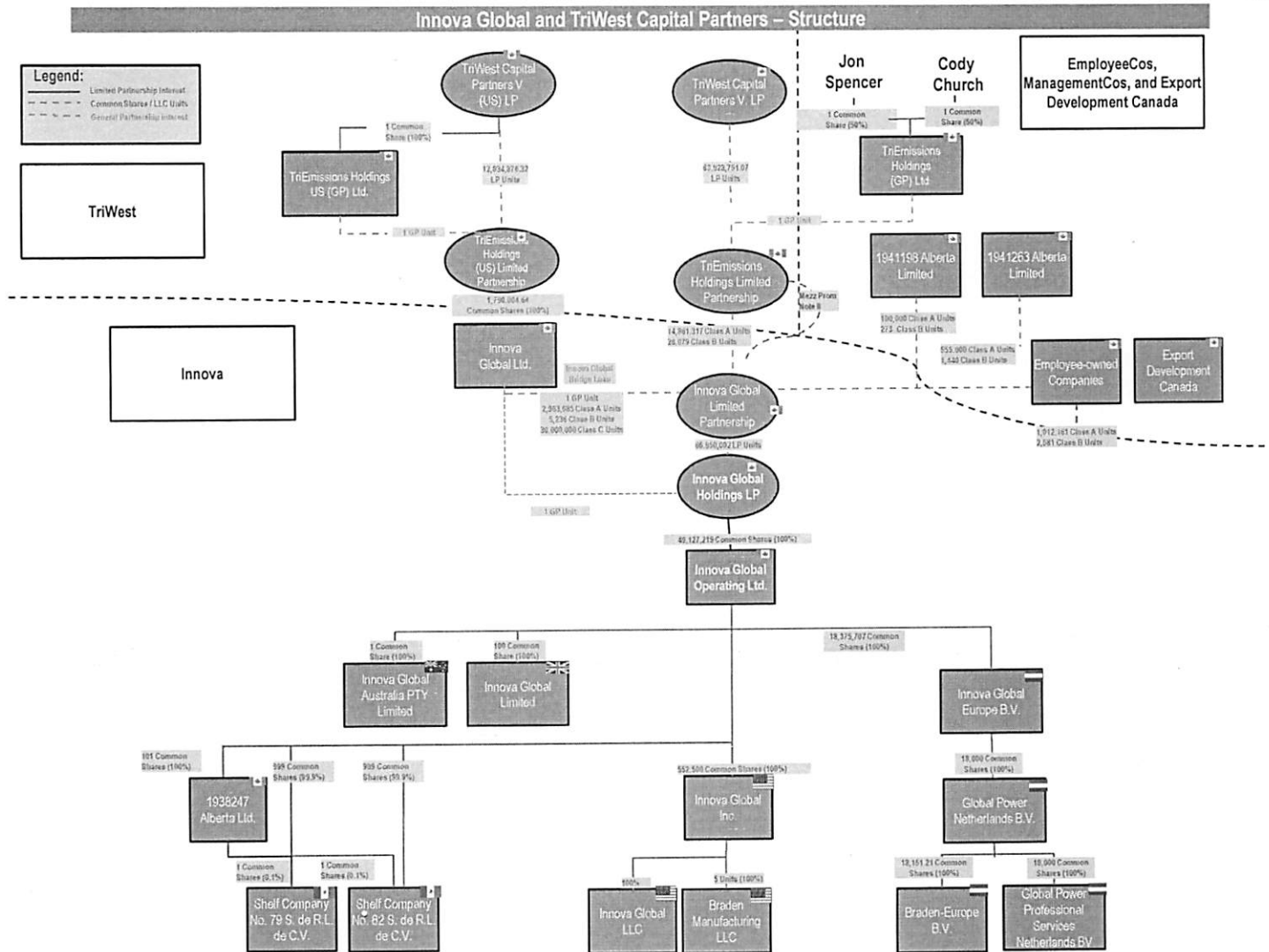
Alex Corbett

sworn before me this 31st day of March, 2019.

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A Commissioner for Oaths in and for the Province of Alberta

Carl E. Dahlen
Student-at-Law



Innova Entities Summary of Jurisdiction / Chief Executive Office Address

ENTITY	JURISDICTION	CHIEF EXECUTIVE OFFICE
CANADA		
Innova Global Ltd.	Alberta	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
Innova Global Limited Partnership	Alberta	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
Innova Global Holdings Limited Partnership	Alberta	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
Innova Global Operating Ltd.	Alberta	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
1938247 Alberta Ltd.	Alberta	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
TriEmissions Holdings (GP) Ltd.	Alberta	Chief Executive Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2
TriEmissions Holdings Limited Partnership	Alberta	Chief Executive Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2

ENTITY	JURISDICTION	CHIEF EXECUTIVE OFFICE
TriEmissions Holdings US (GP) Ltd.	Alberta	Chief Executive Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2
TriEmissions Holdings (US) Limited Partnership	Alberta	Chief Executive Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2
TriWest Capital Partners V (2015) Inc.	Alberta	(unspecified) Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2
TriWest Capital Partners V, LP	Alberta	(unspecified) Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2
TriWest Capital Partners V (US), LP	Alberta	(unspecified) Office: 4600, 400 – 3 Avenue SW Calgary, AB T2P 4H2
USA		
Innova Global Inc.	California	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
Innova Global LLC	Delaware	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
Braden Manufacturing, L.L.C.	Delaware	Chief Executive Office: 5199 N Mingo Road Tulsa, Oklahoma 74117

ENTITY	JURISDICTION	CHIEF EXECUTIVE OFFICE
MEXICO		
Shelf Company No. 79 S. de R.L. de C.V.	Monterrey (Ciudad Monterrey)	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
Shelf Company No. 82 S. de R.L. de CV	Monterrey (Ciudad Monterrey)	Chief Executive Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
AUSTRALIA		
Innova Global Australia Pty Limited	Victoria	(unspecified) Office: C/O TMF Corporate Services (Aust) Pty Limited Level 16, 201 Elizabeth Street Sydney, NSW 2000 Australia (unspecified) Office: 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3
UK		
Innova Global Limited	England and Wales	Registered Office: 5 th Floor, 6 St. Andrew Sreet, London EC4A 3AE Books and Records: 5 th Floor, 6 St. Andrew Sreet, London EC4A 3AE - and - 4000 – 4 th Street SE, Suite 222, Calgary, Alberta T2G 2W3

ENTITY	JURISDICTION	CHIEF EXECUTIVE OFFICE
NETHERLANDS		
Innova Global Europe B.V.	Amsterdam	Registered Office: Nieuw-Eyckholt 290 H, 6419 DJ Heerlen, The Netherlands
Global Power Netherlands B.V.	Amsterdam	Registered Office: Nieuw-Eyckholt 290 H, 6419 DJ Heerlen, The Netherlands
Global Power Professional Servies Netherlands B.V.	Amsterdam	Registered Office: Nieuw-Eyckholt 290 H, 6419 DJ Heerlen, The Netherlands
Braden-Europe B.V.	Amsterdam	Registered Office: Nieuw-Eyckholt 290 H, 6419 DJ Heerlen, The Netherlands