



PARLEE MCLAWS ^{LLP}
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June 14, 2024

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OUR FILE #: 63184.70/BPM

Pepco Pipes Ltd. previously known as 1124687 Alberta Ltd.
c/o Registered Office
Bishop & McKenzie LLP
2300, 10180 – 101 Street
Edmonton, AB T5J 1V3

2282910 Alberta Ltd. o/a FRC Group
c/o Registered Office
Roth Schroder Professional Corporation
10639 124 Street 201D
Edmonton, AB T5N 1S5

Attention: Arin Fola-bolumole, Rory McDougall, Olami Roth, and Shane Freeman

Dear Sirs:

Re: CEASE AND DESIST

As you are aware, we are the lawyers for BDO Canada Ltd., the Trustee in Bankruptcy (the “Trustee”) for Pepco Pipe Services Ltd. (the “Bankrupt”).

The Trustee is aware that 1124687 Alberta Ltd. (“Newco”) has recently changed its name to Pepco Pipes Ltd. Furthermore, it has come to the attention of the Trustee that Arin Fola-bolumole of 2282910 Alberta Ltd. o/a FRC Group (“FRC Group”) has sent emails stating that FRC Group is partnering with “Pepco Pipe”, which is to be operating with the same staff and in the same industry. Furthermore, FRC Group/Newco has been seeking to take over the domain for the Bankrupt, along with associated accounts or emails, from the IT supplier of the Bankrupt.

Passing off is a common law tort and a statutory cause of action under Canada’s *Trademarks Act*. Similar to trademark infringement, passing off refers to the deceptive representation or marketing of goods or services by others in a manner that is likely to confuse the public. The law of passing off protects the name of a business by preventing others from passing off their goods or services as those of another.

The name of the Bankrupt is property of the Bankrupt and vests in the Trustee at the date of bankruptcy pursuant to Section 67 of the *Bankruptcy and Insolvency Act*. As such, the Trustee is entitled to protect the Bankrupt’s name, and may bring an action for passing off on behalf of the Bankrupt if necessary, in order to protect the estate of the Bankrupt and the integrity of the bankruptcy system amongst other things.

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It is the Trustee's opinion, there is high likelihood that use of the name "Pepco Pipes Ltd." by the Newco will confuse the public into believing that Newco is associated with the Bankrupt, for at least the following reasons:

- Both "Pepco Pipe Services Ltd." and "Pepco Pipes Ltd." contain the phrase "Pepco Pipe";
- Pepco Pipe Services Ltd. is referred to as "Pepco Pipe" on the website of the Bankrupt;
- Arin Fola-bolumole has referred to Newco as "Pepco Pipe";
- Much of the same staff and executive officers are employed with Newco as the Bankrupt; and
- Newco operates in exactly the same industry as the Bankrupt and will be performing the same services.

The Trustee therefore demands that Newco and FRC Group immediately and permanently:

- Cease from using the name "Pepco Pipe" or any similar name;
- Cease any attempts at accessing or acquiring the Bankrupt's domain, along with associated accounts or emails; and
- Change the corporate name of Newco such that it bears no similarity to the Bankrupt's name.

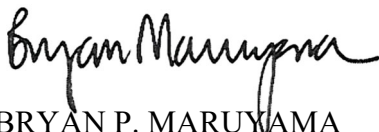
We require a written agreement to the above demands by no later than the close of business on June 20, 2024. Such agreement may be provided by executing the Undertaking and Agreement to Comply, below, and returning a copy of this letter with the signature of an authorized signatory of Pepco Pipes Ltd. and FRC Group to Parlee McLaws LLP, Attention: Bryan Maruyama, at the email or address noted on the first page of this letter.

In the event that an agreement and documentation of same is not secured by the aforementioned date, the Trustee intends to pursue legal action to obtain all available remedies. Should the initiation of legal action prove necessary, we will present this letter to the court and seek full compensation from Newco and FRC Group with respect to the expenses incurred by the Trustee in pursuit of such legal actions, including for costs on an enhanced basis with the rationale being that had Newco and FRC Group simply complied with the requests made herein, no legal action would have been required.

Kindly govern yourselves accordingly.

Yours truly,

PARLEE McLAWS LLP



BRYAN P. MARUYAMA

cc. BDO Canada Ltd. / Attention: David Lewis and Daniel Pintaric

UNDERTAKING AND AGREEMENT TO COMPLY

Pepco Pipes Ltd., previously known as 1124687 Alberta Ltd., hereby undertakes and agrees to immediately and permanently:

- (a) cease and desist from any use of the name “Pepco Pipes” (and any other logo, design, trademark, corporate name, trade name or trade dress in any way similar to any or all of Pepco Pipe Services Ltd.’s intellectual property) in association with any pipe coating, fabrication, and sandblasting related services.
- (b) Change the corporate name of Pepco Pipes Ltd. to another name which bears no similarity to the name of Pepco Pipe Services Ltd.
- (c) Make no further attempt to acquire the domain of Pepco Pipe Services Ltd.

Name:

Title:

Date:

With the authority to bind the corporation.

UNDERTAKING AND AGREEMENT TO COMPLY

2282910 Alberta Ltd. o/a FRC Group hereby undertakes and agrees to immediately and permanently:

- (a) cease and desist from any use of the name “Pepco Pipes” (and any other logo, design, trademark, corporate name, trade name or trade dress in any way similar to any or all of Pepco Pipe Services Ltd.’s intellectual property) in association with any pipe coating, fabrication, and sandblasting related services.

- (b) Make no further attempt to acquire the domain of Pepco Pipe Services Ltd.

Name:

Title:

Date:

With the authority to bind the corporation.