

COURT FILE NUMBER 2001-06194

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c C-36 as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF REDROCK CAMPS INC., SOCKEYE
ENTERPRISES INC., SWEETWATER HOSPITALITY INC.
and BALDR CONSTRUCUTION MANAGEMENT INC.

APPLICANTS INVICO DIVERSIFIED INCOME L.P. and INVICO TRADE
CAPITAL L.P.

RESPONDENTS REDROCK CAMPS INC., SOCKEYE ENTERPRISES INC.,
SWEETWATER HOSPITALITY INC. and BALDR
CONSTRUCUTION MANAGEMENT INC.

DOCUMENT **NINTH REPORT OF BDO CANADA LIMITED,
IN ITS CAPACITY AS MONITOR OF REDROCK
CAMPS INC., SOCKEYE ENTERPRISES INC.,
SWEETWATER HOSPITALITY INC. and BALDR
CONSTRUCUTION MANAGEMENT INC.**

MAY 6, 2021

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

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**NINTH REPORT OF THE MONITOR
BDO CANADA LIMITED
MAY 6, 2021**

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INTRODUCTION

1. On May 13, 2020, Invico Diversified Income L.P. (“**IDILP**”) and Invico Capital Trade L.P. (together referred to as “**Invico**”) made an application (the “**Initial Application**”) to the Court of Queen’s Bench of Alberta (the “**Court**”) for an order granting an initial stay of proceedings in respect of Redrock Camps Inc. (“**Redrock**”), Sockeye Enterprises Inc. (“**Sockeye**”), Sweetwater Hospitality Inc. (“**Sweetwater**”) and Baldr Management Inc. (“**Baldr**”) (collectively referred to as the “**Redrock Group**” or the “**Company**”) pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985 c C-36, as amended (the “**CCAA**”).
2. On May 13, 2020 (the “**Filing Date**”), a *CCAA Initial Order* was granted by the Honourable Madam Justice B. E. C. Romaine of the Court providing initial relief including but not limited to the imposition of an initial stay of proceedings (the “**Stay**”) in favour of the Redrock Group and its assets through to May 25, 2020.
3. The Court appointed BDO Canada Limited as monitor (the “**Monitor**”) in the CCAA proceedings (the “**CCAA Proceedings**”).
4. On May 22, 2020, the Monitor filed a report to the Court (the “**First Report**”) in advance of the Company’s May 25, 2020 Court application (the “**Comeback Application**”).
5. At the Comeback Application, the Court granted an *Amended and Restated CCAA Initial Order* (the “**ARIO**”) which included certain relief, *inter alia*:
 - a. an extension of the Stay through to July 24, 2020;
 - b. the approval of a \$2,500,000 interim credit facility (the “**Interim Facility**”) from IDILP (the “**Interim Lender**”) pursuant to an *Amended and Restated Interim Financing Agreement* between the Company and IDILP (the “**Interim Financing Agreement**”);
 - c. the approval of a super-priority afforded to the Administration Charge, the Interim Lender’s Charge and the Director’s Charge (collectively referred to as the “**Court Ordered Charges**”) as against the property, assets and undertakings of the Redrock Group (the “**Assets**”) as follows:

- i. Administration Charge (\$500,000) – first ranking;
 - ii. Interim Lender’s Charge (\$2,500,000) – second ranking; and
 - iii. Directors’ Charge (\$400,000) – third ranking.
 - d. providing the Monitor with authority to exercise control over the Redrock Group’s bank accounts and its receipts (the “**Cash Management System**”); and
 - e. providing the Monitor with the authority, in consultation with Invico and the Redrock Group, to prepare, supervise and control a sale and investor and solicitation process (the “**SISP**”).
6. On July 10, 2020, the Monitor filed a report (the “**Second Report**”) in contemplation of applications by:
 - a. Invico seeking to further extend the Stay and to expand the Monitor’s powers to contemplate the execution of any sale or investment agreements resulting from the SISP (collectively referred to as “**Definitive Agreements**”); and
 - b. the Monitor seeking approval of the SISP proposed by the Monitor, the engagement of a sales advisor to administer the SISP (the “**Sale Advisor**”) and the establishment of a charge on the Assets to secure the amount of the fees payable to the Sale Advisor (the “**Sale Advisor Charge**”).
7. At a hearing on July 14, 2020 (the “**July 14th Application**”), the Court granted two Orders as follows:
 - a. an Order further extending the Stay to September 30, 2020 and extending the Monitor’s powers to include the execution of Definitive Agreements; and
 - b. an Order approving:
 - i. the engagement of KPMG Corporate Finance Inc. as the Sale Advisor;
 - ii. approving the SISP; and

- iii. establishing the Sale Advisor Charge.
8. On September 11, 2020, the Monitor prepared a report (the “**Third Report**”) and an accompanying confidential supplemental report (the “**Confidential Supplement to the Third Report**”) in advance of applications by:
- a. Invico seeking to further extend the Stay and to increase the borrowing limit under the Interim Facility and the Interim Lender’s Charge from \$2.5 Million to \$3.0 Million; and
 - b. the Monitor seeking approval of a sale approval and vesting order in respect of the sale of substantially all of the assets, property and undertaking of Sockeye (the “**Sockeye Transaction**”) to Invico, or its nominee (the “**Sockeye Purchaser**”), and the sealing of the Confidential Supplement to the Third Report.
9. On September 15, 2020 (the “**September Application**”), the Court granted two orders as follows:
- a. an Order (the “**September Order**”):
 - i. further extending the Stay to November 27, 2020;
 - ii. increasing the borrowing limit under the Interim Facility and the Interim Lender’s Charge to \$3.0 Million;
 - iii. extending the Termination Date (as defined in the Interim Financing Agreement); and
 - iv. authorizing the Monitor to execute any necessary amendments to the Interim Financing Agreement.
 - b. an Order (the “**Sockeye SAVO**”):
 - i. approving the Sockeye Transaction subject to reviewing the finalized purchase and sale agreement (the “**Sockeye PSA**”); and
 - ii. sealing the Confidential Supplement to the Third Report until the earlier of 6 months after the Monitor files its certificate of discharge in the CCAA Proceedings or May 31, 2021.

10. On October 7, 2020, the Monitor prepared a report (the “**Fourth Report**”) in advance of Invico’s application seeking the appointment of a Chief Restructuring Officer (“**CRO**”) in respect of Redrock and Sockeye and for the granting of the authority for the Monitor to execute an agreement in relation thereto on behalf of Redrock and Sockeye.
11. On October 9, 2020, the Court granted an Order:
 - a. appointing Mr. David Hawkins as the CRO; and
 - b. authorizing the Monitor to execute the proposed CRO engagement letter (the “**CRO Agreement**”) on behalf of Redrock and Sockeye.
12. On November 20, 2020, the Monitor prepared a report (the “**Fifth Report**”) in advance of Invico’s application to further extend the Stay and the Termination Date of the Interim Financing Agreement to February 12, 2021.
13. On November 26, 2020 (the “**November Application**”), the Court granted an Order extending each of the Stay and the Termination Date to February 12, 2021.
14. On January 27, 2021, the Monitor prepared a report (the “**Sixth Report**”) and a confidential supplement to the Sixth Report (the “**Confidential Supplement to the Sixth Report**”) in contemplation of applications by:
 - a. The Monitor seeking:
 - i. a sale approval and vesting order (the “**Redrock SAVO**”) in respect of the sale of substantially all of the assets, property and undertaking of Redrock (the “**Redrock Transaction**”) to Invico or its nominees, Invico Holdings Canada Inc (“**IHC**”) and Redrock Camps LP (“**RC LP**”) (collectively referred to as the “**Redrock Purchaser**”), by its general partner Redrock Camps GP Ltd. (“**RC GP**”);
 - ii. a reverse vesting order transferring, assigning and vesting all “**Excluded Assets**” and “**Excluded Liabilities**” (each as defined in the Redrock PSA) to Baldr (the “**RVO**”); and

- iii. a sealing Order in respect of the Confidential Supplement to the Sixth Report (the “**Sixth Confidential Supplement Sealing Order**”).
 - b. Redrock, RC GP and RC LP seeking an order (the “**Plan Sanction Order**”) sanctioning a joint Plan of Arrangement (the “**Plan of Arrangement**”) under the CCAA and the Alberta *Business Corporations Act*, R.S.A 2000, c B-9, as amended (the “**ABCA**”); and
 - c. Invico seeking to further extend the Stay through to March 31, 2021.
- 15. On February 8, 2021 (the “**February 8th Application**”), the Court granted the following Orders:
 - a. an Order extending the Stay through to March 31, 2021; and
 - b. an Order establishing procedures to address the repossession of certain Redrock assets in conjunction with the claim of Jonk Farms Ltd. as against Redrock.
- 16. The remaining matters sought at the February 8th Application, being the Redrock SAVO, the RVO and the Plan Sanction Order, were adjourned and set down to be heard on February 18, 2021.
- 17. On February 18, 2021, the Court granted the following Orders:
 - a. the Redrock SAVO;
 - b. the RVO;
 - c. the Plan Sanction Order; and
 - d. the Sixth Confidential Supplement Sealing Order.
- 18. On February 12, 2021, the Monitor filed a report (the “**Seventh Report**”) in respect to the Monitor’s application for advice and direction in relation to various claims advanced by the former President of the Redrock Group, Mr. Troy Ferguson (the “**Ferguson Claims**”).

19. On March 12, 2021, the Court granted an Order rendering a decision in respect of the priority and treatment of the Ferguson Claims.
20. On March 26, 2021, the Monitor prepared a report (the “**Eighth Report**”) in advance of Invico’s application seeking to further extend the Stay to May 14, 2021.
21. On March 29, 2021, the Court granted an Order extending the Stay through to May 14, 2021.

PURPOSE

22. The purpose of this report (the “**Ninth Report**”) is to provide information to this Honourable Court with respect to:
 - a. an update as to the status of the Sockeye Transaction and the Redrock Transaction (collectively referred to as the “**Transactions**”);
 - b. the Monitor’s request for the termination of the CCAA Proceedings and the discharge of the Monitor;
 - c. the consolidated final Statement of Receipts and Disbursements in respect of the trust accounts maintained by the Monitor;
 - d. the Monitor seeking approval of the fees and disbursements of the Monitor and its legal counsel; and
 - e. the Monitor’s comments and recommendations in respect of the above, as applicable.

TERMS OF REFERENCE AND DISCLAIMER

23. In preparing this Ninth Report, the Monitor has been provided with and has relied upon unaudited financial information, certain books and records of the Redrock Group, discussions with the Redrock Group’s management (“**Management**”) and information provided by and discussions with Invico (collectively referred to as the “**Information**”).

24. The Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided; however, the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information in such a manner that would wholly or partially comply with standards as set out in the *Chartered Professional Accountants Canada Handbook* (the “**CPA Handbook**”) and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of such Information.
25. Capitalized terms not otherwise defined herein shall have the meaning given to them in the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report, the Sixth Report, the Seventh Report and the Eighth Report.

TRANSACTIONS

26. The Monitor and the Sockeye Purchaser and the Redrock Purchaser have now closed the Transactions and the respective operations have been fully transitioned to the care and custody of the Purchasers. This includes the ongoing collection of any accounts receivable that remain owing to Redrock and Sockeye.
27. The Redrock Purchaser closed the Redrock Transaction on May 5, 2021. Prior to closing there were certain amendments made to the purchase and sale agreement dated January 26, 2021 (the “**Redrock PSA**”) for the Redrock Transaction pursuant to an amending agreement dated May 5, 2021 and made between the Redrock Purchaser and the Vendor (the “**Amending Agreement**”).
28. The Amending Agreement removed certain Included Contracts from Schedule “A” to the Redrock PSA. A copy of the Amending Agreement and a copy of the blackline of the changes to Schedule “A” of the Redrock PSA are attached hereto as Appendix “A”.
29. The Monitor understands that the Included Contracts that were removed from Schedule “A” to the Redrock PSA pursuant to the Amending Agreement related to contracts that (a) had expired in accordance with their terms, (b) were terminated, (c) were not required by the Redrock Purchaser, (d) contained no further counterparty obligations for Redrock, or (e) were disclaimed by Redrock.

TERMINATION OF CCAA PROCEEDINGS

30. As set out in the Sixth Report, given the results of the SISP, Invico experienced a shortfall from realizations such that there are no funds otherwise available for creditors or by extension shareholders. Consequently, Invico and the Purchasers were the only parties contemplated as “Affected Creditors” by the Plan of Arrangement.
31. In light of the Transactions having now closed and the Monitor not being aware of any further steps to be taken under the CCAA Proceedings, the Monitor will be making application for an Order terminating the CCAA Proceedings and discharging the Monitor, to be effective upon the Monitor completing all ancillary steps required to complete the CCAA Proceedings and filing a certificate certifying same (the “**Monitor’s Certificate**”).

PROFESSIONAL FEES

32. In contemplation of its pending discharge, the Monitor will be seeking approval of its fees and disbursements as well as those of its legal counsel, MLT Aikins LLP (“**MLT**”), specifically:
 - a. The fees and disbursements of the Monitor invoiced through to April 30, 2021 totalling \$202,616.40, inclusive of GST (the “**Monitor’s Fees**”). All charges are for time and services provided at standard rates; and
 - b. The fees and disbursements of MLT invoiced through to April 30, 2021 totalling \$283,524.19, inclusive of GST (the “**Monitor’s Legal Fees**”). All charges are for time and services provided at standard rates.
33. A summary of the above invoices rendered to date by the Monitor and MLT invoices is attached hereto as **Appendix “B”**. Copies of the invoices rendered by the Monitor and MLT will be made available to the Court at the hearing scheduled for May 13, 2021.

34. The Monitor and MLT estimate that their unbilled work in process and their fees and disbursements to be incurred through to the conclusion of the CCAA Proceedings will each not exceed \$15,000, exclusive of GST (collectively the “**Final Professional Fees**”).
35. The Monitor is of the view that the Monitor’s Legal Fees, the Monitor’s Legal Fees and the Final Professional Fees (collectively referred to as the “**Professional Accounts**”) are appropriate and reasonable in the circumstances, for the reasons that follow, which include but are not limited to:
- the administration of the Cash Management System;
 - the administration of the SISP;
 - attending to the Plan of Arrangement;
 - attending to the Ferguson Claims; and
 - attending to the closing of the Transactions; and
 - preparing for numerous Court applications and the overall length of time of the CCAA Proceedings.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

36. As set out earlier in this Ninth Report, the ARIO granted the Monitor with the authority to exercise control over the Redrock Group’s Cash Management System. As a result, the Monitor established a trust account for each of Redrock, Sockeye and Baldr. An account was not established for Sweetwater as a result of it having no active operations.
37. Since that time, the Monitor has collected accounts receivable, received funds from Invico in respect of the Interim Facility and made disbursements in respect of the Redrock Group’s operations and professional fees associated with the CCAA Proceedings.

38. A consolidated Statement of Receipts and Disbursements of the Monitor’s accounts through to May 5, 2021 is as follows (the “**R&D**”):

Receipts	
Accounts receivable	\$ 4,151,914.10
Advance from secured creditors	2,209,106.52
CEWS/CERS	1,992,268.86
Miscellaneous refunds	33,772.14
Sale of assets	8,000.00
	<u>8,395,061.62</u>
Disbursements	
Operating expenses	7,140,147.13
Monitor's legal fees and expenses	283,524.19
Monitor's fees	202,616.40
Sale Advisor's fees and expenses	172,781.70
Debtors' legal fees and expenses	49,372.05
Redrock Group's legal fees and expenses	37,615.87
Bank charges	1,636.31
	<u>7,887,693.65</u>
Cash on hand	<u>\$ 507,367.97</u>

39. The Monitor notes that although they are contemplated by the Administration Charge, the fees and expenses of Invico’s legal counsel are being attended to by Invico directly.
40. As set out above, the Monitor currently maintains approximately \$507,000 in its trust accounts (the “**Funds on Hand**”). At this time, the Receiver is unaware of any other post-filing operational obligations or claims in priority to Invico, although the Monitor notes that Canada Revenue Agency has not completed its trust audits. Notwithstanding, Invico has undertaken to satisfy any such claims that may arise.
41. After the satisfaction of the Final Professional Fees, and any other post-filing operational costs that may arise prior to the filing of the Monitor’s Certificate from the Funds on Hand, the Monitor proposes to distribute the remaining funds (the “**Residual Funds**”) to Invico in partial satisfaction of the approximately \$2.2 Million outstanding under the Interim Facility.

RECOMMENDATIONS

42. For the reasons set out in this Ninth Report, the Monitor recommends the following:

- a. the termination of the CCAA Proceedings and the discharge of the Monitor;
- b. the approval of the Professional Accounts;
- c. the approval of the R&D;
- d. the distribution of the Residual Funds to the Interim Lender; and
- e. the approval of the activities of the Monitor as set out in this Ninth Report.

All of which is respectfully submitted this 6th day of May 2021.

BDO Canada Limited,
in its capacity as Monitor of the Redrock Group
and not in its personal or corporate capacity



Per: _____

Marc Kelly
Senior Vice President

APPENDIX “A”

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDING AGREEMENT made as of the 5th day of May, 2021.

BETWEEN:

Redrock Camps Inc. (the "**Vendor**"), by **BDO Canada Limited**, solely in its capacity as Court-appointed monitor thereof and not in its personal or corporate capacity (in such capacity, the "**Monitor**")

- and -

Invico Holdings Canada Inc. ("**IHC**") and **Redrock Camps LP** ("**RC LP**") and together with IHC, the "**Purchasers**", by its general partner **Redrock Camps GP Ltd.** ("**RC GP**")

CONTEXT:

- A. The Vendor and the Purchasers entered into the purchase agreement dated January 26, 2021 (the "**Purchase Agreement**").
- B. The Vendors and Purchaser have agreed to amend the Purchase Agreement to reflect changes to the list of Included Contracts, and to correct certain typographical errors.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Except as otherwise defined in this Amending Agreement, capitalized terms shall have the meanings given to them in or contemplated by the Purchase Agreement. "**Amending Agreement**" means this amending agreement.

1.2 Interpretation

The following rules of construction shall apply to this Amending Agreement unless the context otherwise requires:

- (a) the headings in this Amending Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation or construction of this Amending Agreement;
- (b) whenever the singular or masculine or neuter is used in this Amending Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and *vice versa*, as the context requires;

- (c) the words "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Amending Agreement and not to any particular provision of this Amending Agreement;
- (d) reference to any Article, Section, or Schedule means an Article, Section, or Schedule of this Amending Agreement, unless otherwise specified; and
- (e) "include" and derivatives thereof shall be read as if followed by the phrase "without limitation".

ARTICLE 2 AMENDMENTS

2.1 Amendment to Recitals

The following dates are changed in the Recitals to the Purchase Agreement and amended in the manner set out below (with additions underlined, and deletions struck through):

- (a) The date for the Initial Order is amended to read as follows:

"Under an initial order of the Honourable Madam Justice B.E.C. Romaine pronounced on May 13, 2020 and amended and restated on May ~~26~~25, 2020 (such Orders being, collectively, the "**Initial Order**")... ."

- (b) The date of SISP is amended to read as follows:

"Pursuant to an application by the Monitor, the Court pronounced an order on July ~~17-14~~, 2020 approving a sale, recapitalization and investment solicitation process ("**SISP**") and appointing KPMG Corporate Finance Inc. as sale advisor (the "**Sale Advisor**")."

2.2 Amendment to the Included Contracts Schedule

Schedule "A" of the Purchase Agreement is deleted in its entirety and replaced with the Schedule "A" attached to this Amending Agreement.

2.3 Condition to Amending Agreement becoming Effective

This Amending Agreement will not come into effect, and the Purchase Agreement will not be amended to reflect the amendments made by this Amending Agreement, until the execution and delivery of this Amending Agreement by all of the Parties.

ARTICLE 3 MISCELLANEOUS

3.1 Governing Law

This Amending Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and to the laws of Canada applicable therein.

3.2 Nature of Amending Agreement

Except as expressly amended hereby, the Purchase Agreement remains in full force and effect unamended. The Parties intend that this Amending Agreement amends the Purchase Agreement and agree that the terms of this Amending Agreement are in addition to and, unless specifically provided for, will not limit, restrict, modify, amend or release, any of the agreements, covenants or understandings set out in the Purchase Agreement. From and after the date of this Amending Agreement, the Purchase Agreement will be read and construed in conjunction with this Amending Agreement, and the Purchase Agreement, together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Purchase Agreement, will be, and will continue to be, in full force and effect, as amended by this Amending Agreement. References to the "Agreement" in the Purchase Agreement or in any other document delivered in connection with or pursuant to the Purchase Agreement or in relation to the Transactions will mean the Purchase Agreement as amended by this Amending Agreement.

3.3 Amendments to this Amending Agreement

No supplement, modification, waiver or termination of this Amending Agreement (other than a termination permitted to be unilaterally made by the Vendors or Purchaser pursuant to the terms of this Amending Agreement) shall be binding unless executed in writing by the Parties hereto in the same manner as the execution of this Amending Agreement.

3.4 Entire Agreement

This Amending Agreement together with the Purchase Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Amending Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and in connection with the subject matter of this Amending Agreement except as specifically set out in this Amending Agreement or in the Purchase Agreement.

3.5 Successors and Assigns

All of the covenants and agreements in this Amending Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the Parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Amending Agreement.

3.6 Counterpart Execution and Electronic Delivery

All Parties agree that this Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties adopt any signatures received by email or other electronic delivery as original signatures of the Parties, provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this Amending Agreement which was so electronically delivered.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF the Parties have duly executed this Amending Agreement as evidenced by their properly authorized officers as of the day and year first above written.

Redrock Camps Inc., by BDO Canada Limited,
solely in its capacity as the Monitor thereof and not in
its personal or corporate capacity

By: _____
Name: Marc Kelly
Title: Senior Vice President

Invico Holdings Canada Inc.

By: _____
Name: Allison Taylor
Title: CEO

**Redrock Camps LP, by its general partner Redrock
Camps GP Ltd.**

By: _____
Name: Allison Taylor
Title: CEO

SCHEDULE "A"
INCLUDED CONTRACTS

1. Client Contracts

- a. Services Agreement No. 4600008704 between Nova Gas Transmission Ltd. and the Vendor dated July 23, 2018 for the provision of open camp and catering services.
- b. Purchase Order No. 4500286038 between the Vendor, Nova Gas Transmission Ltd., and NGTL Spruce Grove Stores dated October 1, 2019 for the supply of W Lodge Camp.
- c. Field Services and/or Small Construction Services Agreement No. CW2246793 between Nova Gas Transmission Ltd. and the Vendor dated September 30, 2019 for the provision of field and small construction services.
- d. Purchase Order No. 4500286032 between the Vendor, NGTL Spruce Grove Stores, and NOVA Gas Transmission Ltd. dated October 1, 2019 for the supply of Wolf Lake Lodge Camp.
- e. Purchase Order No. 4500320641 between the Vendor and Trans Canada Pipelines Limited dated April 2, 2020 for temporary housing.
- f. Purchase Order No. 4500326614 between the Vendor and Trans Canada Pipelines Limited dated April 28, 2020 for camp rental and catering services.

2. Vendor Contracts

- a. Road Use Agreement 180030 between the Vendor and Canfor Corporation.
- b. S1142 between the Vendor and Peyto Exploration & Development Corp.
- c. Road Use Agreement 11S15 between the Vendor and Peyto Exploration & Development Corp.
- d. Master Agreement between the Vendor and Weyerhaeuser Company.
- e. Master Road Use Agreement between the Vendor and Weyerhaeuser Company.

SCHEDULE "A"
INCLUDED CONTRACTS

1. ~~4.~~ Client Contracts

- a. Services Agreement No. 4600008704 between Nova Gas Transmission Ltd. and the Vendor dated July 23, 2018 for the provision of open camp and catering services.
- b. Purchase Order No. 4500286038 between the Vendor, Nova Gas Transmission Ltd., and NGTL Spruce Grove Stores dated October 1, 2019 for the supply of W Lodge Camp.
- c. Field Services and/or Small Construction Services Agreement No. CW2246793 between Nova Gas Transmission Ltd. and the Vendor dated September 30, 2019 for the provision of field and small construction services.
- d. Purchase Order No. 4500286032 between the Vendor, NGTL Spruce Grove Stores, and NOVA Gas Transmission Ltd. dated October 1, 2019 for the supply of Wolf Lake Lodge Camp.
- e. Purchase Order No. 4500320641 between the Vendor and Trans Canada Pipelines Limited dated April 2, 2020 for temporary housing.
- f. Purchase Order No. 4500326614 between the Vendor and Trans Canada Pipelines Limited dated April 28, 2020 for camp rental and catering services.
- ~~g. Service Order #SO-18-001 between Black Diamond Limited Partnership and the Vendor dated January 1, 2018 for the provision of catering and housekeeping services.~~
- ~~h. Catering Services Agreement SO#18-009 between Black Diamond Limited Partnership and the Vendor dated September 7, 2018 for the provision of catering and housekeeping services.~~
- ~~i. Master Services Agreement between Penn West Petroleum and Farm Kitchens Inc. dated September 20, 2010, as amended on December 15, 2011 for the provision of cook and camp attendant services.~~
- ~~j. Service/Rental Requisition Number 39796 between Hudson Bay Mining and Smelting Co., Limited and the Vendor dated February 17, 2016 for the rental of a 12'x60' office trailer.~~
- ~~k. Contract Number 21LFD014 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 5, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Beaver Lake Firebase.~~
- ~~l. Contract Number 21HFD710 between Her Majesty the Queen in Right of Alberta and the Vendor.~~

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- ~~m. Contract Number 21LFD015 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 4, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Calling Lake Firebase.~~
- ~~n. Contract Number 21HFD800 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 8, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at Footner Lake Primary Fire Base, Fort Vermillion Primary Fire Base, and Steen River Primary Firebase.~~
- ~~o. Contract Number 21MFD002 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 11, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Grayling Firebase.~~
- ~~p. Contract Number 21SFD253 between Her Majesty the Queen in Right of Alberta and the Vendor dated April 28, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the High Prairie Staging Camp.~~
- ~~q. Contract Number 21LFD016 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 4, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Leismer Firebase.~~
- ~~r. Contract Number 21CFD611 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 8, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Gap Firebase.~~
- ~~s. Contract Number 21MFD003 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 4, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Martin Firebase.~~
- ~~t. Contract Number 21RFD009 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 11, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Rocky Firebase.~~
- ~~u. Contract Number 21RFD010 between Her Majesty the Queen in Right of Alberta and the Vendor dated May 11, 2020 for the provision of certain services and materials relating to Camp Catering and Janitorial Services at the Shunda Firebase.~~

~~2.~~

2. Vendor Contracts

- ~~a. Temporary Land Use Agreement between the Vendor and Malbeck Corp.~~
- ~~b. Rental Agreement between the Vendor and Black Diamond Limited Partnership.~~
 - ~~a. e. Road Use Agreement 180030 between the Vendor and Canfor Corporation.~~

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- b. ~~d.~~ S1142 between the Vendor and Peyto Exploration & Development Corp.
- c. ~~e.~~ Road Use Agreement 11S15 between the Vendor and Peyto Exploration & Development Corp.
- d. ~~f.~~ Master Agreement between the Vendor and Weyerhaeuser Company.
- e. ~~g.~~ Master Road Use Agreement between the Vendor and Weyerhaeuser Company.
- ~~h.~~ ~~Distribution Agreement between the Vendor and Gordon Food Services.~~

~~3. Subscription Contracts~~

- ~~a.~~ Adobe Inc. subscription for Acrobat PDF Editor.
- ~~b.~~ Amazon Web Services, Inc. subscription for website hosting and data storage.
- ~~c.~~ GoDaddy Inc. subscription for website domain hosting.
- ~~d.~~ Microsoft Azure subscription provided by Microsoft Corporation for server hosting.
- ~~e.~~ Office 365 subscription provided by Microsoft Corporation for office licenses.
- ~~f.~~ Microsoft Visio subscription provided by Microsoft Corporation for visual design program.
- ~~g.~~ Payworks Inc. subscription for payroll program.
- ~~h.~~ MERX subscription provided by MDF Commerce Inc. for bid site program.
- ~~i.~~ Indeed subscription provided by Indeed, Inc. c/ CT Corporation for job postings program.
- ~~j.~~ Concur Technologies Inc. subscription for expense management program.
- ~~k.~~ KeepTruckin, Inc. subscription for fleet management program.
- ~~l.~~ Simple KPI subscription provided by Iceberg Software Limited for dashboard program.
- ~~m.~~ iAuditor subscription provided by SafetyCulture Pty Ltd. ABN 16 089 180 049 for site inspection program.
- ~~n.~~ ComplyWorks Ltd. subscription for compliance and risk management program.

~~4. Miscellaneous~~

- ~~a.~~ Certificate of Inspection issued by Helmig Fire & Safety Equipment Inc. dated April 13, 2020.

APPENDIX “B”

**REDROCK CAMPS INC., SOCKEYE ENTERPRISES INC., SWEETWATER HOSPITALITY INC. and
BALDR CONSTRUCUTION MANAGEMENT INC.**

SUMMARY OF PROFESSIONAL FEES AND DISBURSEMENTS

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>GST</u>	<u>Total</u>
<u>BDO Canada Limited</u>				
CINV0764228	10-Aug-20	\$ 66,828.00	\$ 3,341.40	\$ 70,169.40
CINV0828780	6-Oct-20	41,080.00	2,054.00	43,134.00
CINV0860027	10-Nov-20	15,868.00	793.40	16,661.40
CINV1023737	22-Mar-21	54,516.00	2,725.80	57,241.80
CINV1114919	3-May-21	14,676.00	733.80	15,409.80
		<u>\$ 192,968.00</u>	<u>\$ 9,648.40</u>	<u>\$ 202,616.40</u>
<u>MLT Aikins LLP</u>				
6127360	7-Jun-20	\$ 9,010.00	\$ 450.50	\$ 9,460.50
6137986	9-Jul-20	3,998.45	199.92	4,198.37
6143278	6-Aug-20	21,885.50	1,094.28	22,979.78
6149883	4-Sep-20	25,614.79	1,280.54	26,895.33
6157083	8-Oct-20	55,340.25	2,755.56	58,095.81
6162901	6-Nov-20	11,262.50	558.13	11,820.63
6168802	7-Dec-20	12,596.45	629.82	13,226.27
6180539	31-Dec-20	15,576.00	778.80	16,354.80
6186291	12-Feb-21	52,058.73	2,602.94	54,661.67
6192002	10-Mar-21	26,908.06	1,345.40	28,253.46
6198628	9-Apr-21	26,032.26	1,293.11	27,325.37
6202362	30-Apr-21	9,764.00	488.20	10,252.20
		<u>\$ 270,046.99</u>	<u>\$ 13,477.20</u>	<u>\$ 283,524.19</u>