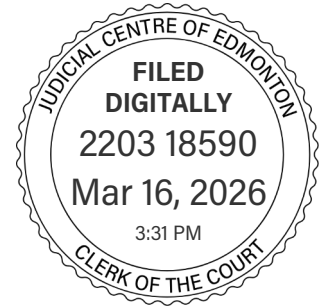


COURT FILE NUMBER 2203 – 18590
COURT COURT OF KING’S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF/DEFENDANT BY 1823741 ALBERTA LTD.
COUNTERCLAIM
DEFENDANT BY MICHAEL JAMES GANSER
COUNTERCLAIM
DEFENDANT/PLAINTIFF BY MARK EDMOND HALDANE
COUNTERCLAIM
DOCUMENT

Clerk's Stamp



**THIRD REPORT OF THE RECEIVER
BDO CANADA LIMITED
MARCH 16, 2026**

RECEIVER

BDO Canada Limited
Suite 620, 903 8th Avenue SW
Calgary, Alberta T2P 0P7

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RECEIVER’S COUNSEL

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Phone: (403) 724-9469
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**THIRD REPORT OF THE RECEIVER
BDO CANADA LIMITED
MARCH 16, 2026**

INDEX

INTRODUCTION -----	2
TERMS OF REFERENCE -----	5
BACKGROUND INFORMATION -----	5
ACTIVITIES OF THE RECEIVER -----	7
SUMMARY OF CREDITORS -----	7
POST-RECEIVERSHIP CLAIMS PROCESS -----	9
THIRD REPORT SRD -----	11
ESTIMATED DISTRIBUTABLE PROCEEDS -----	11
PRE-RECEIVERSHIP CLAIMS PROCESS -----	12
BANKRUPTCY OF 182 AB -----	12
REMAINING ACTIVITIES OF THE RECEIVER -----	13
PROFESSIONAL FEES -----	16
RECOMMENDATIONS -----	16

APPENDICES

Claims Process Order	A
Third Report SRD	B
Estimated Distributable Proceeds.....	C
Affidavit re Third Report Professional Fees	D

INTRODUCTION

1. On October 15, 2024 (the “**Receivership Date**”), Mark Edmund Haldane (“**Mr. Haldane**”) sought and obtained an Order (the “**Receivership Order**”) from the Court of King’s Bench of Alberta (the “**Court**”) appointing BDO Canada Limited as the Receiver and Manager (the “**Receiver**”) of all the assets, undertakings and property of 1823741 Alberta Ltd. (“**182 AB**”) and 1872806 Alberta Ltd. (“**187 AB**” or collectively with 182 AB, the “**Companies**”), together with other specific equipment included as “Schedule A” to the Receivership Order (the “**Schedule A Assets**”).
2. The Receivership Order was granted under the *Judicature Act*, the *Business Corporations Act* and the *Personal Property Security Act* and was part of ongoing litigation between two shareholders of the Companies, Mr. Haldane and Mr. Ganser (the “**Shareholder Dispute**”).
3. The Receiver notes that the allegations raised in the Shareholder Dispute have not been proven in Court but provide some context as to the nature of the relationship as between Mr. Haldane and Mr. Ganser leading up to the granting of the Receivership Order.
4. On July 15, 2025, the Receiver filed its first report (the “**First Report**”) with the Court in connection with its application seeking the Court’s approval of the Receiver’s proposed sales process (the “**Sales Process**”) and a process to administer and adjudicate third party property claims (the “**Property Claims Process**”), among other things.
5. On July 21, 2025, the Receiver filed a supplemental report to the First Report (the “**Supplemental Report**”) proposing amendments to the Sales Process and the Property Claims Process and providing additional information to the Court in respect of the professional fees of the Receiver and its legal counsel, among other things.
6. On July 21, 2025, the Court granted an Order, approving, *inter alia*:
 - (a) the Sales Process, as set out in the First Report and the Supplemental Report;
 - (b) the Property Claims Process, as set out in the First Report and the Supplemental Report; and
 - (c) the activities of the Receiver and the professional fees of the Receiver and its legal counsel, as set out in the First Report and the Supplemental Report.

7. On October 28, 2025, the Receiver filed its Second Report (the “**Second Report**”) with the Court in connection with its application seeking the Court’s approval of, *inter alia*:
 - (a) an Asset Purchase Agreement (the “**Sale Agreement**”) between the Receiver and 2211824 Alberta Ltd. and 1578646 Alberta Ltd (the “**Purchasers**”);
 - (b) an Auction Agreement (the “**Auction Agreement**”) between the Receiver and McDougall Auctioneers Ltd. (the “**Auctioneer**”);
 - (c) proposed process(es) to identify and adjudicate (if required) creditor claims for the period subsequent to the granting of the Receivership Order (the “**Post-Receivership Claims Process**”) and prior to the granting of the Receivership Order (the “**Pre-Receivership Claims Process**”), with the Post-Receivership Claims Process and Pre-Receivership Claims Process being collectively referred to as the “**Claims Processes**”; and
 - (d) distributions (the “**BDC Distributions**”) to the Business Development Bank of Canada (“**BDC**”) up to the maximum amount of their proven secured claim.
8. On October 28, 2025, the Receiver filed a confidential supplement to the Second Report (the “**Confidential Supplement to the Second Report**”) containing confidential details in respect to the Sales Process, the Sales Agreement, and the Auction Agreement.
9. On November 4, 2025, the Court granted the Receiver’s relief as sought, approving, *inter alia*:
 - (a) the Sale Agreement, the Auction Agreement and the transactions contemplated by each agreement;
 - (b) the Claims Processes; and
 - (c) the BDC Distributions.

10. The purpose of this report (the “**Third Report**”) is to provide the Court with:
 - (a) background information on the Companies and these proceedings;
 - (b) a summary of the material activities of the Receiver subsequent to the Second Report and anticipated remaining tasks to be completed prior to the Receiver seeking its discharge;
 - (c) a further interim Statement of Receipts and Disbursements to March 13, 2026 (the “**Third Report SRD**”) and an estimate of distributable proceeds that may be available for distribution (the “**Estimated Distributable Proceeds**”) in the current receivership proceedings (excluding the impact of a potential bankruptcy as discussed below);
 - (d) details pertaining to the Receiver’s application seeking the Court’s approval to assign 182 AB into bankruptcy;
 - (e) a summary of the additional professional fees of the Receiver and the Receiver’s legal counsel; and
 - (f) the Receiver’s recommendations in respect of the foregoing, as applicable.
11. Accompanying this Third Report, the Receiver has submitted the Fee Affidavit of Kevin Meyler, sworn March 16, 2026, filed in support of the additional professional fees incurred in these proceedings.
12. Unless otherwise indicated, capitalized terms not defined in this Third Report are as defined in the pleadings filed in the Shareholder Dispute, the Receivership Order, the First Report, the Supplemental Report, the Second Report and this Third Report, as applicable. All references to currency are in Canadian dollars unless otherwise noted.
13. This Third Report, together with other information and filings regarding these proceedings, will be posted on the Receiver’s website at: <https://www.bdo.ca/182and187>.

TERMS OF REFERENCE

14. In preparing this Third Report, the Receiver has relied upon unaudited financial information contained in the books and records of the Companies, and discussions with employees and key stakeholders of the Companies, among other sources of information (the “**Information**”). The Receiver has not performed an audit, review or other verification of such information. Accordingly, the Receiver does not express an opinion or any other form of assurance on the information presented herein.
15. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of the Third Report.

BACKGROUND INFORMATION

187 AB

16. Based on a review of the Corporate Registry of Alberta (“**Corporate Registries**”), 187 AB was registered in the Province of Alberta on January 20, 2015. 187 AB’s directors are Mr. Ganser and Mr. Haldane and its voting shares are held equally between Mr. Ganser and Mr. Haldane.
17. 187 AB is substantially a land holding company that owned the real property municipally described as 4, 32532 Range Road 42, Mountain View County, located near Sundre Alberta, and legally described as:

PLAN 0611068
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.227 HECTARES (7.97 ACRES) MORE OR LESS (the “**Sundre Property**”)
18. The Sundre Property was where 182 AB conducted its operations and encompassed 7.97 acres of land, two processing buildings, and an office building.
19. The Sundre Property was sold pursuant to the Sale Agreement with the Purchasers and the proceeds from same are reflected on the Third Report SRD.

182 AB

20. Based on a review of Corporate Registries, 182 AB was registered in the Province of Alberta on May 22, 2014. Mr. Ganser is listed as 182 AB's sole director and its common shares are listed as being owned by Mr. Ganser (65%) and Mr. Haldane (35%).
21. 182 AB historically operated under the following operating names and business segments, with the following activity or relevance in the receivership proceedings:
 - (a) **Mountainview Eco-Products**, which deals with the recovery and conversion of sawmill waste into compressed packaged wood shaving products for sale to customers (the "**Shavings Business**"). As detailed in the First and Second Reports, operations of the Shavings Business were maintained during the receivership to support a potential sale of the assets as a turn-key operation. However, following the completion of the Sales Process, the Receiver terminated operations of the Shavings Business on October 10, 2025;
 - (b) **Kwik Fab Energy Services**, a fabrication and oilfield maintenance and construction services business, which ceased operations prior to the receivership (the "**Fabrication Business**"); and
 - (c) **Prairie Mulch & Bedding**, which deals with the conversion of mulch through colouring and other processing procedures for sale to customers (the "**Mulch Business**"). As previously disclosed in its First Report, the Receiver concluded that the Mulch Business would not be included in the Sales Process, and the Receiver terminated operations of the Mulch Business in the receivership. However, the operations of the Mulch Business were continued through a related entity owned and controlled by Mr. Ganser, known as Star Vac Services Ltd. (operating as "Amen" or "A-Men Feed n Fibre", and hereafter referred to as "**Amen**").
22. The various inventory, vehicles, and equipment owned by 182 AB, along with Schedule A Assets, were sold pursuant to either the Sale Agreement or the Auction Agreement, with proceeds of same reflected on the Third Report SRD.

ACTIVITIES OF THE RECEIVER

23. The Receiver's material activities subsequent to the Second Report have included, *inter alia*:
- (a) attending the Sundre Property on various occasions to meet with the Auctioneer and the Purchasers, as well as to co-ordinate the removal of certain of the Companies' books and records located at the Sundre Premise;
 - (b) closing the transaction subject the Sale Agreement and liaising with the Auctioneer to implement the Auction Agreement, with the proceeds from each as reflected in the Third Report SRD;
 - (c) administering the Post-Receivership Claims Process as described herein;
 - (d) issuing the BDC Distributions, thus repaying the secured indebtedness owed to BDC in full;
 - (e) continuing to review the Companies' unaudited books and records in relation to the identification of potential reviewable transactions;
 - (f) administering the Wage Earner Protection Program for employees in respect of unpaid termination following the termination of operations by the Receiver;
 - (g) meeting and corresponding with the key stakeholders of the Companies, including but not limited to Mr. Haldane, Mr. Ganser, BDC, other creditors and/or respective legal counsel, as applicable; and
 - (h) attending to various other administrative items in relation to the receivership.

SUMMARY OF CREDITORS

24. As set out above, BDC, the Companies' primary secured creditor who held a registered security interest against all present and after acquired property of both 182 AB and 187 AB, and a registered mortgage in the principal sum of \$1,560,000 on the Sundre Property, was paid out in full, such that nothing further is owing to BDC.

25. The Receiver is aware of the following additional statutory or priority claims at the date of this Third Report:
- (a) Canada Revenue Agency (“**CRA**”) –
 - i. 182 AB – CRA is owed approximately \$37,696 in relation to pre-receivership goods and services tax (“**GST**”), consisting of approximately \$24,229 subject to a deemed trust and approximately \$11,536 as an unsecured claim with CRA confirming no source deductions are outstanding from the pre-receivership period; and
 - ii. 187 AB – CRA assessed pre-receivership GST in the amount of approximately \$11,857 as owed by 187 AB related to GST returns yet to be filed. The Receiver will be finalizing these returns based on the information available in the incomplete books and records of 187 AB and other information available to the Receiver; and
 - (b) Worker’s Compensation Board of Alberta (“**WCB**”) – WCB is owed approximately \$3,456 based on a statement submitted by WCB in respect of pre-receivership premiums owed by 182 AB. The Receiver is not aware of any amounts owed to WCB by 187 AB.
26. The Receiver is not aware of any other secured or priority creditors, noting that property taxes on the Sundre Property were paid in full by the Receiver and there are no super priority wages or vacation pay owed to employees.
27. With respect to the unsecured creditors of the Companies, based on the unaudited books and records of the Companies as of the Receivership Date:
- (a) 182 AB – approximately \$926,000 is owed to unsecured creditors, including approximately \$748,172 owed to 1156336 Alberta Ltd. (a company which a corporate search indicates Mr. Ganser is the sole director and shareholder) and approximately \$103,500 owed to Mr. Haldane; and
 - (b) 187 AB – approximately \$492,000 is owed to unsecured creditors, which appear to consist primarily of intercompany and related party claims.

POST-RECEIVERSHIP CLAIMS PROCESS

28. As outlined in the Second Report, given uncertainty surrounding pending claims against the Receiver and the Companies for post-receivership obligations, the Receiver sought and obtained an Order (the “**Claims Procedure Order**”) providing a mechanism for the Receiver to request, adjudicate, and crystallize any claims for period subsequent to the granting of the Receivership Order. A copy of the Claims Procedure Order is attached hereto as **Appendix “A”**.
29. Salient facts as to the administration of the Post-Receivership Claims Process are as follows:
- (a) on November 6, 2025, pursuant to the Claims Procedure Order, the Receiver notified all parties having done business with the Receiver of the Notice of Claims Procedure and Post Receivership Claims Bar Date;
 - (b) on November 7, 2025, and November 11, 2025, the Receiver placed newspaper advertisements in the Calgary Herald, Edmonton Journal and The Albertan advising of the Post-Receivership Claims Process and Post-Receivership Claims Bar Date; and
 - (c) the Post-Receivership Claims Process claims bar date was December 6, 2025 (the “**Claims Bar Date**”).
30. As of the Claims Bar Date, 10 Claims were submitted, for an aggregate total of approximately \$1.24 million (the “**Claims**”) as summarized below.

Claimant	Claim Amount	Disallowed	Accepted Claim
1156336 Alberta Ltd.	\$ 748,172	\$ 748,172	\$ -
804652 AB Ltd., o/a Red Deer Overdoor	5,403	5,403	-
A-Men Feed N Fibre	66,304	28,472	37,832
Centratech Technical Services Ltd.	2,422	2,422	-
Future Ag Inc.	16,511	16,511	-
G Team Enterprises Inc.	284,508	280,791	3,717
Lucky 13 Heavy Duty Repair Ltd.	4,532	-	4,532
Mountain View County	30,000	30,000	-
Mountain View Eco Products Ltd.	79,592	79,592	-
Tykem Electric Ltd.	637	637	-
TOTALS	\$ 1,238,081	\$ 1,192,001	\$ 46,080

31. As reflected in the table above, the Receiver disallowed Claims in the aggregate total of approximately \$1.19 million (collectively the “**Disallowed Claims**”) and issued Notices of Revision or Disallowance of Post-Receivership Claims to these parties on January 9, 2026 (the “**Notice of Disallowance**”).
32. The reasons for the Receiver’s disallowances varied by Claimant but included reasons such as:
 - (a) the Claim pertained to goods or services provided prior to the granting of the Receivership Order;
 - (b) the claim was for goods or services not authorized or approved by the Receiver; or
 - (c) the claim was for an amount that had already been paid by the Receiver.
33. As reflected in the table above, the Receiver accepted Claims in the aggregate total of approximately \$46,080 (collectively, the “**Post-Receivership Accepted Claims**”), on the following basis:
 - (a) Amen – claim accepted in the amount of approximately \$37,832 relating to approved invoices for the purchase of shavings and general administrative costs;
 - (b) G Team Enterprises Inc. (“**G Team**”) – claim accepted in the amount of approximately \$3,717 relating to reimbursement of operating expenses agreed to by the Receiver; and
 - (c) Lucky 13 Heavy Duty Repair Ltd. – accepted in the amount of approximately \$4,532 relating to equipment repairs.
34. On January 18, 2026, the Receiver received a Notice of Dispute from a party with respect to its Notice of Disallowance. The Receiver’s legal counsel subsequently responded to the Claimant’s Notice of Dispute, providing further clarity on the Notice of Disallowance and advising the Claimant that in accordance with the Claims Process Order, they were required to file an application with the Court within 10 business days from the date of the Notice of Disallowance. No application to the Court was filed by this particular claimant.

35. As no party who was issued a Notice of Disallowance by the Receiver filed an application with the Court to dispute the Receiver's determination, the Disallowed Claims are forever extinguished, barred, discharged, and released pursuant to the Claims Procedure Order.

THIRD REPORT SRD

36. The Receiver has prepared the Third Report SRD which is attached as **Appendix "B"**. As set out therein, the Receiver is holding a consolidated cash balance of approximately \$164,141 as of that date.

ESTIMATED DISTRIBUTABLE PROCEEDS

37. As outlined above, on an aggregate basis, the Receiver is holding approximately \$164,141 and has prepared the Estimated Distributable Proceeds which provides an estimate of the distributable proceeds of approximately \$19,176 (the "**Estimated Distributable Proceeds**", attached as **Appendix "C"**, after payment of the BDC Indebtedness, illustrating the following material components:

- (a) Forecast receipts, including approximately \$15,252 and \$3,705 for post-receivership GST and WCB Refunds;
- (b) Outstanding and forecast professional fees of the Receiver and its legal counsel of:
 - 1) Forecast Receiver's fees to completion - \$40,000;
 - 2) Incurred but unpaid Receiver's counsel's fees and disbursements - \$7,919; and
 - 3) Forecast Receiver's counsel's fees to completion - \$45,000;
- (c) Forecast disbursements of the following priority claims:
 - 1) CRA Deemed Trust for GST over the assets of 182 AB - \$24,229;
 - 2) CRA Deemed Trust for GST over the assets of 187 AB - \$11,857; and
 - 3) WCB trust claim over the assets of 182 AB - \$3,456;

- (d) Settlement of Post-Receivership Accepted Claims (absent any rights of offset which may be exerted by the Receiver) - \$31,729; and
 - (e) Provision for further third-party expense and a contingency of \$5,000.
38. The Receiver notes that in the event the Court grants the relief sought with respect to a bankruptcy of 182 AB as discussed below, the priority of the amounts outstanding for CRA's Deemed Trust claim for 182 AB and the amount outstanding to WCB in the respective amounts of \$24,229 and \$3,456 would revert to that of an unsecured creditor and would not be paid.

PRE-RECEIVERSHIP CLAIMS PROCESS

39. While the Receiver sought and obtained approval of a claims process to provide a mechanism (previously defined as the “**Pre-Receivership Claims Process**”) for the Receiver to request, adjudicate, and crystalize any claims arising prior to the granting of the Receivership Order, it was anticipated that the Pre-Receivership Claims Process would only be initiated in the event that the Receiver determined that there would net proceeds anticipated to be available to those creditors with claims against the Companies as of the Receivership Date. Given the Receiver is of the opinion that the anticipated professional costs of adjudicating the Pre-Receivership Claims Process would exceed the Estimated Distributable Proceeds, it is not recommending the completion of the Pre Receivership Claims Process at this time,

BANKRUPTCY OF 182 AB

40. Pursuant paragraph 3(r) of the Receivership Order, the Receiver is authorized to, with leave of the Court, assign the Debtors into bankruptcy and to act as the trustee in bankruptcy of the Debtors.
41. As outlined in the materials filed in the Shareholder Dispute and based on the unaudited books and records of 182 AB, the Receiver is aware of certain transactions involving 182 AB which may constitute “reviewable transactions” pursuant to section 95 and/or 96 of the BIA
42. The Receiver notes that it has not performed a detailed analysis or review of the unaudited books and records in relation to all such transactions, given the limited funds available to do so.

43. A bankruptcy of 182 AB would facilitate a creditor pursuing these matters either through a funding of the bankruptcy (if required), or through assuming carriage of such action pursuant to Section 38 of the *Bankruptcy and Insolvency Act* (the “**BIA**”), should they choose.

REMAINING ACTIVITIES OF THE RECEIVER

44. The Receiver has provided a brief listing and discussion of the material items remaining in the estate prior to being in a position to seek its discharge below:

- (a) consider and finalize the collection of any remaining realizable third-party accounts receivables owing to 182 AB on a cost-effective basis, noting that of the approximately \$67,037 in book value of the accounts receivable that remains outstanding, approximately \$23,000 dates back to 2017 relating to the Fabrication Business and therefore would be considered likely uncollectible and potentially statute barred. Of the remaining portion, approximately \$43,978 is owing from 10 customers, therefore the Receiver submits that the costs of further collection efforts of these amounts may exceed the potential recoveries;
- (b) consider an investigation into amounts due from related parties, including the potential realization from such efforts (if any), which has been deferred given the potential cost of such an investigation, noting that there are a significant number of intercompany transactions and that the Receiver further understands that there are allegations that certain of such transactions may be subject to review or challenge by a subsequently appointed Licensed Insolvency Trustee in the event of a bankruptcy of 182 AB as discussed herein.

Based on 182’s unaudited accounting records, the following amounts were due from related parties as of the Receivership Date:

- i. Mountainview Eco Products Ltd. (previously 1883177 Alberta Ltd., or referred to as “**188 AB**”) – approximately \$450,121 is owed to 182 AB by 188 AB. Mr. Ganser is the listed sole director and shareholder of 188 AB; and
- ii. G Team – approximately \$326,750 (which amount would be higher in the event of the reversal of the “Bale Transaction” which was discussed and

defined in the Second Report) noting that Mr. Ganser is also the listed sole director and shareholder of G Team;

- (c) investigate potential realization from the sale of the Receiver's interest in certain residual assets as discussed below, which the Receiver intends to enquire of each Mr. Haldane and Mr. Ganser whether they would be interested in submitting an offer to acquire the Receiver's interest in such assets, for consideration by the Receiver in light of the associated professional fees of transferring such assets:

- i. Shares in Cielo Waste Solutions Corp ("**Cielo**") which is a publicly traded company to which the Receiver understands develops clean energy facilities that convert difficult waste streams into low-carbon fuels. Based on the unaudited books and records of the Companies as of the Receivership Date, the Cielo shares had a book value of \$1,317,000 and \$41,250 for 182 AB and 187 AB, respectively.

The Receiver has held discussions with Olympia Trust Company ("**Olympia Trust**"), the registered transfer agent of the Ceilo shares, who has confirmed that 1,358,000 Ceilo shares are held in the name of 182 AB and 975,000 are held in the name of 187 AB, for a total of approximately 2.33 million shares. However, due to a 1-for-15 reverse share consolidation which occurred effective January 29, 2024, the Receiver understands that the shares owned by 182 AB and 187 AB, are to be exchanged for 90,556 and 65,000 post consolidation shares. Based on the current share price of \$0.065 per share based on the Toronto Stock Exchange and the number of post consolidation shares, the Cielo shares held by 182 AB and 187 AB are estimated to have a current market value of approximately \$5,886 and \$4,225, respectively. This is prior to professional costs of administering the liquidation of such shares which the Receiver understands from Olympia Trust to be a fairly involved process given that the shares need to be converted to post-consolidation shares, among other things, therefore the Receiver cautions that absent an increased realizable value, through the market, or through a sale of the Receiver's right, title and interest, the Receiver would likely intend on abandoning its interest;

- ii. John’s Welding Litigation – based on the unaudited books and records of 182 AB, \$100,000 is listed as due in relation to an investment in “John’s Welding”. The Receiver understands that this relates to a lawsuit instituted by 182 AB against 1403187 Alberta Ltd., operating as John’s Welding (“**John’s Welding**”), with respect to a contract dispute, seeking damages of \$183,874. John’s Welding filed a defence and counterclaim for damages of \$290,000. The parties also attended a Judicial Dispute Resolution hearing on June 12, 2024, however the matter remained unresolved or settled (collectively the “**JW Litigation**”).

Based on the Receiver’s discussions with the former lawyer engaged by 182 AB on the JW Litigation and the Receiver’s preliminary review of the materials filed by the parties in the litigation dispute, it understands that the next step would likely be the preparation for and attendance at trial of the matter; and

- iii. Haldane Litigation - based on a review of a Statement of Claim filed by 182 AB, as Plaintiff, as against Mr. Haldane, as Defendant, on November 22, 2022, the Receiver understands that prior to the Receivership Date, 182 AB, which at the time was being directed by Mr. Ganser, had instituted action as against Mr. Haldane. This action sought damages in the amount of approximately \$5.65 million as against Mr. Haldane, primarily relating to the purported handling of the Ceilo shares.

- (i) The Receiver highlights the challenges and nuances in continuing these litigations within the current insolvency proceedings, given the Receiver lacks the specific first hand knowledge of the events in questions, as well as holds limited financial resources to pursue ongoing complex litigation where there is uncertain probability of success.

- (d) settling the Post-Receivership Accepted Claims (pursuant to which the Receiver may exert its rights of offset in respect to amounts due to the Receiver); and
- (e) completing the outstanding GST and income tax returns for each of 182 AB and/or 187 AB, as well as facilitating any resulting correspondence or audits with CRA.

PROFESSIONAL FEES

45. The Court previously approved the professional fees of the Receiver through to September 30, 2025, and its legal counsel through to August 31, 2025.
46. The Receiver has incurred additional professional fees in the amount of approximately \$174,829 (plus disbursements and GST) from October 1, 2025, to February 28, 2026 and the Receiver's legal counsel has incurred additional legal fees of approximately \$101,840 (plus disbursements and GST) from September 1, 2025 to January 31, 2026 (collectively the "**Third Report Professional Fees**").
47. A representative of the Receiver has sworn an Affidavit in support of the Receiver's application seeking approval of the Third Report Professional Fees which is attached as **Appendix "D"** hereto.
48. The Receiver believes that the Third Report Professional Fees of the Receiver and its legal counsel are fair and reasonable in the circumstances and is therefore respectfully recommending that the Honourable Court approve the professional fees of the Receiver and the Receiver's legal counsel, as summarized herein.

RECOMMENDATIONS

49. The Receiver respectfully recommends that this Honourable Court approve:
 - (a) the Receiver's activities, as outlined in this Third Report, including the Third Report SRD;
 - (b) the Third Report Professional Fees; and
 - (c) the assignment by the Receiver of 182 AB into bankruptcy and funding the costs of such bankruptcy from the residual funds in the Receivership.

All of which is respectfully submitted this 16th day of March, 2026.

BDO Canada Limited

In its capacity as Receiver of 1823741 Alberta Ltd. and 1872806 Alberta Ltd. and not in its personal capacity.



Per:

Kevin Meyler, CPA, CIRP, LIT
Senior Vice President



Per:

Breanne Scott, CPA, CIRP, LIT
Senior Vice President

APPENDIX A

COURT FILE NUMBER 2203-18590

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF/DEFENDANT 1823741 ALBERTA LTD.
BY
COUNTERCLAIM

DEFENDANT BY MICHAEL JAMES GANSER
COUNTERCLAIM

DEFENDANT/PLAINTIFF MARK EDMUND HALDANE
BY
COUNTERCLAIM

APPLICANT BDO CANADA LIMITED

DOCUMENT **ORDER (APPROVING CLAIM PROCESSES)**

ADDRESS FOR SERVICE **STIKEMAN ELLIOTT LLP**
AND CONTACT Barristers & Solicitors
INFORMATION OF 4200 Bankers Hall West
PARTY FILING 888-3rd Street SW
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File No.: 149533-1003

Clerk's stamp



DATE ON WHICH ORDER WAS PRONOUNCED: November 4, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Neilson

UPON the application of BDO Canada Limited (the “**Receiver**”) as Court Appointed Receiver and Manager in respect of 1823741 Alberta Ltd. (“**182**”) and 1872806 Alberta Ltd. (“**187**”) and collectively with 182, the “**Companies**”), **AND UPON** READING the Second Report of the Receiver, filed (the “**Second Report**”), **AND UPON** hearing counsel for the Receiver, **AND UPON** hearing counsel for Mark Haldane, and any other interested parties appearing at the application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this application is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no other person other than those persons served is entitled to service of this application.

DEFINITIONS

2. For purposes of this Order, the following terms shall have the following meanings:
 - (a) **"Accepted Claim"** means a Claim of a Claimant as finally accepted by the Receiver, or determined by the Court, in accordance with this Order;
 - (b) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Calgary, Alberta;
 - (c) **"Claim"** means a Pre-Receivership Claim or Post-Receivership Claim;
 - (d) **"Claimant"** any Person asserting a Claim and includes the transferee or assignee of a Claim, transferred and recognized in accordance with paragraphs 20 and 21 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
 - (e) **"Claims Procedure"** means the procedure outlined in this Order, including Schedules attached hereto;
 - (f) **"Court"** means the Court of King's Bench of Alberta;
 - (g) **"Instruction Letter"** means the instruction letter substantially in the form attached hereto as Schedule "E";
 - (h) **"Notice to Post-Receivership Claimants"** means the Notice issued by the Receiver substantially in the form attached hereto as Schedule "B";
 - (i) **"Notice to Pre-Receivership Claimants"** means the Notice issued by the Receiver substantially in the form attached hereto as Schedule "A";
 - (j) **"Notice of Dispute"** means a notice delivered to the Receiver by a Claimant disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached

hereto as Schedule “G”;

- (k) **“Notice of Revision or Disallowance”** means a notice delivered by the Receiver informing a Claimant that the Receiver has revised or disallowed such Claimant’s Claim, which notice shall be substantially in the form attached hereto as Schedule “F”;
- (l) **“Person”** means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, union, pension plan administrator, pension plan regulator, governmental authority, ministry or agency, regulatory body, labour board, employee, legal representative or litigation guardian, or other association, or similar entity, howsoever designated or constituted;
- (m) **“Post-Receivership Claim”** means any right of claim by any Person that may be asserted in whole or in part against any of the Companies or the Receiver, in its capacity as Receiver of the Companies, that is based in whole or in part on facts existing subsequent to the Receivership Date, or relates to a time period subsequent to the Receivership Date, and for further clarity, a Post-Receivership Claim shall not include any claim in existence as of the date of the Receivership Date, regardless of whether the claim was then contingent, unliquidated, not matured, or not known or discovered;
- (n) **“Post-Receivership Claims Bar Date”** means 5:00 p.m. MST 30 calendar days following the date on which the Receiver sends the Notice to Post-Receivership Claimants;
- (o) **“Pre-Receivership Claim”** means any right of claim of any Person that may be asserted or made in whole or in part against any of the Companies that is based in whole or in part on facts existing prior to the Receivership Date, or relates to a time period prior to the Receivership Date;
- (p) **“Pre-Receivership Claims Bar Date”** means 5:00 p.m MST 60 Business Days following the date on which the Receiver sends the Notice to Pre-Receivership Claimants;
- (q) **“Proof of Pre-Receivership Claim”** means the proof of claim referred to herein to be filed by Claimants in connection with any Pre-Receivership Claim, substantially in the form attached as Schedule “C”, which shall include all supporting documentation in respect of such Pre-Receivership Claim;
- (r) **“Proof of Post-Receivership Claim”** means the proof of claim referred to herein to be filed by Claimants in connection with any Post-Receivership Claim, substantially in the form attached as Schedule “D”, which shall include all supporting documentation in respect of such Post-Receivership Claim;

- (s) **“Receivership Date”** means October 15, 2024;
- (t) **“Receiver’s Website”** means: www.bdo.ca/182and187

3. All references as to time herein shall mean local time in Calgary, Alberta and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. The Receiver is authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted and may, where it is satisfied that a Claim has been adequately filed or accepted, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of such forms.

NOTICE TO PRE-RECEIVERSHIP CLAIMANTS

5. The Receiver will send a copy of the Notice to Pre-Receivership Claimants to the Persons listed in the Notice and Statement of the Receiver (section 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*) as posted on the Receiver’s Website and to any other Persons known to have a potential Pre-Receivership Claim, as applicable upon the Receiver determining that there appears to be net proceeds available to substantiate a distribution to unsecured creditors (the **“Pre-Receivership Claims Determination”**).
6. The Receiver shall cause the Notice to Pre-Receivership Claimants to be posted on the Receiver’s Website as soon as reasonably practical after the Pre-Receivership Claims Determination.
7. The Receiver shall cause the Notice to Pre-Receivership Claimants to be published once in the Calgary Herald, Edmonton Journal, and The Albertan as soon as reasonably practical after the Pre-Receivership Claims Determination.
8. The publication of the Notice to Pre-Receivership Claimants, in accordance with this Order, and the posting of this Order on the Receiver’s Website shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons and no other notice or service need to be given or made.

DEADLINE FOR FILING A PRE-RECEIVERSHIP PROOF OF CLAIM

9. Any Person that intends to assert a Pre-Receivership Claim shall deliver a Proof of Pre-Receivership Claim to the Receiver in accordance with paragraphs 23 and 24 herein, together with all relevant supporting documentation in respect of such Claim, so that such Proof of Pre-Receivership Claim is received by the Receiver by no later than the Pre-Receivership Claims Bar Date.

NOTICE TO POST-RECEIVERSHIP CLAIMANTS

10. The Receiver will send a copy of the Notice to Post-Receivership Claimants to all Persons having done business with the Receiver, only in its capacity as Receiver of the Companies no later than 3 Business Days following the granting of this Order.

DEADLINE FOR FILING A POST-RECEIVERSHIP PROOF OF CLAIM

11. Any Person that intends to assert a Post-Receivership Claim shall deliver a Proof of Claim to the Receiver in accordance with paragraphs 23 and 24 herein, together with all relevant supporting documentation in respect of such Claim, so that such Proof of Claim is received by the Receiver by no later than the Post-Receivership Claims Bar Date.

DETERMINATION OF CLAIMS

12. Subject to sections 126(1) and 135(5) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, which apply to any creditors having a claim in the Receivership generally, the Receiver shall review each Proof of Pre-Receivership Claim that is received by the Pre-Receivership Claims Bar Date and may accept, revise or disallow all or any part of the Pre-Receivership Claim.
13. Subject to sections 126(1) and 135(5) of the *Bankruptcy and Insolvency Act*, which apply to any creditors having a claim in the Receivership generally, the Receiver shall review each Proof of Post-Receivership Claim that is received by the Post-Receivership Claims Bar Date and may accept, revise or disallow all or any part of the Post-Receivership Claim.
14. The Receiver may attempt to consensually resolve the classification or amount of any asserted Claim with the Claimant prior to accepting, revising or disallowing such Claim.
15. If the Receiver determines to revise or disallow a Claim, the Receiver shall send a Notice of Revision or Disallowance to the Claimant. The failure by the Receiver to send a Notice of Revision or Disallowance shall not result in any Claim being accepted or being deemed to be accepted.
16. If a Claimant disputes the disallowance or revision of its Claim as set forth in a Notice of Revision or Disallowance and such Claimant intends to contest the Notice of Revision or Disallowance then such Claimant shall deliver a Notice of Dispute so that such Notice of Dispute is received by the Receiver by no later than 5:00 p.m. on the day which is ten calendar days after the date the Notice of Revision or Disallowance is deemed to be received by the Claimant pursuant to paragraphs 23, 24, and 25 herein or such later date as the Receiver may agree in writing or the Court may order.
17. Any Claimant who fails to deliver a Notice of Dispute to the Receiver by the deadline set forth in

paragraph 16 shall be deemed to accept the amount of its Claim as set out in the Notice of Revision or Disallowance and the Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the Claim shall be deemed to be fully disallowed); and any Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no Notice of Dispute is received by the Receiver by the deadline set forth in paragraph 16 hereof, shall be forever extinguished, barred, discharged and released as against the Companies.

18. A Claimant who has delivered a Notice of Dispute and who intends to continue to dispute the Notice of Revision or Disallowance must, within ten (10) Business Days of delivery of such Notice of Dispute, file an application with the Court seeking determination of the Claim, which application shall be returnable within seven (7) Business Days of the filing of the application. Any Claimant who fails to file an application in accordance with this paragraph shall: (i) be deemed to accept the amount of its Claim as set out in the Notice of Revision or Disallowance and the Claim as set out in the Notice of Revision or Disallowance shall constitute an Accepted Claim (or, if the Claim is disallowed in full in the Notice of Revision or Disallowance, the applicable Claimant shall be deemed to accept such disallowance and the Claim shall be deemed to be fully disallowed), and (ii) any Claim, or any portion thereof, that is disallowed pursuant to a Notice of Revision or Disallowance and in respect of which no application is filed by the deadline set forth in this paragraph shall be forever extinguished, barred, discharged and released as against the Companies.

APPROVAL OF CLAIMS PROCESS

19. The Claims Procedure and forms of Notice to Pre-Receivership Claimants, Notice to Post-Receivership Claimants, Instruction Letter, Proof of Pre-Receivership Claim, Proof of Post-Receivership Claim, Notice of Revision or Disallowance, and Notice of Dispute are hereby approved. Notwithstanding the foregoing, the Receiver, may from time to time, make minor non-substantive changes to the forms as may be necessary or desirable.

NOTICE OF TRANSFERS

20. If a Claimant or any subsequent holder of a Claim, who has been acknowledged by the Receiver, as the holder of the Claim, transfers or assigns that Claim to another Person, the Receiver shall not be obligated to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the

provisions of this Order.

21. If a Claimant or any subsequent holder of a Claim, who has been acknowledged by the Receiver, as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Person or Claimant may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event such Person shall be bound by any notices given or steps taken in respect of such Claim with such Claimant in accordance with the provisions of this Order.

GENERAL

22. Any Person who does not deliver a Proof of Claim in accordance with this Order to the Receiver by the Pre-Receivership Claims Bar Date or Post-Receivership Claims Bar date, as applicable, shall:
- (a) not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or the Receivership Proceedings in respect of such Claim;
 - (b) be forever barred, estopped and enjoined from asserting or enforcing such Claim against any of the Companies shall not have any liability whatsoever in respect of such Claim and such Claim shall be extinguished without any further act or notification by the Companies or the Receiver.
23. Any notice or communication required to be delivered pursuant to the terms of this Order shall be in writing and may be delivered by email or electronic transmission, or if it cannot be given by email, by personal delivery, courier or, as necessary, by prepaid mail to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Companies or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada (other than within Alberta), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

24. Any document, notification or notice required to be delivered to the Receiver under this Claims Procedure shall be in writing in substantially the form, if any, provided for in this Claims Procedure, and will be sufficiently given only if delivered by email, or if it cannot be given by email, by personal delivery, courier or, as necessary, by prepaid mail, addressed to:

To the Receiver:

BDO Canada Limited
903 - 8th Avenue SW, Unit 620
Calgary, AB
T2P 0P7

Attention: Breanne Scott and Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca

With a copy to:

Stikeman Elliott LLP
Bankers Hall, 4200 3 St SW West 888,
Calgary, AB
T2P 5C5

Attention: Karen Fellowes and Isis Tse

Email: kfellowes@stikeman.com and itse@stikeman.com

25. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Procedure is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.
26. The Receiver and Companies are authorized to enter into settlement negotiations with a Claimant at any stage of the Claims Procedure and to enter into agreements with Claimants resolving the value of their Claims.
27. This Order shall have full force and effect in all provinces and territories in Canada.
28. This Court hereby requests the aid and recognition of any Court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Companies, the Receiver and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Companies and to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Companies and the Receiver and their respective agents in carrying out the terms of this Order.

29. This Order and all of its provisions are effective as of the date of this Order.

James J. Neilson

J.C.C.K.B.A.

SCHEDULE "A"

IN THE MATTER OF THE RECEIVERSHIP OF 1823741 ALBERTA LTD. AND 1872806 ALBERTA LTD. (EACH, A "COMPANY", AND COLLECTIVELY, THE "COMPANIES")

NOTICE LETTER TO PRE-RECEIVERSHIP CLAIMANTS REGARDING CLAIMS PROCEDURE

RE: Notice of Claims Procedure and Pre-Receivership Claims Bar Date

This notice is published pursuant to the Order of the Honourable Justice Neilson of the Court of King's Bench of Alberta Action No. 2203 – 18590, dated November 4, 2025 (the "**Claims Procedure Order**"). Pursuant to the Receivership Order granted on October 15, 2024, BDO Canada Limited. was appointed as receiver of the Companies (in such capacity, the "**Receiver**"), and pursuant to the Claims Procedure Order will conduct a Claims Procedure with respect to Pre-Receivership Claims.

All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Pre-Receivership Proof of Claim form, and related materials can be accessed on the Receiver's Website at www.bdo.ca/182and187. Pre-Receivership Proof of Claim forms can also be obtained by contacting the Receiver at the address below and providing particulars as to your name, address, facsimile number and email address.

I. SUBMISSION OF PROOF OF CLAIM

Any Person who believes they have a Pre-Receivership against the Companies (or any one of them) shall submit their Claim in a Pre-Receivership Proof of Claim form in accordance with the Claims Procedure Order.

All Claimants MUST submit their Pre-Receivership Proof of Claim to the Receiver by no later than 5:00 p.m. MST 60 Business Days following the date on which the Receiver sends this Notice to Pre-Receivership Claimants (the "Pre-Receivership Claims Bar Date").

Pre-Receivership Proofs of Claim MUST be and ***will be sufficiently given only if delivered by email***, or, if you are unable to deliver by email, on consent of the Receiver, by mail, courier, or personal delivery, addressed to:

To the Receiver:

BDO CANADA LIMITED
903 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott / Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca

With a copy to:

STIKEMAN ELLIOTT LLP

4300 - , 888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Karen Fellowes and Isis Tse

Email: kfellowes@stikeman.com and itse@stikeman.com

PRE-RECEIVERSHIP CLAIMS WHICH ARE NOT RECEIVED BY THE RECEIVER BY THE PRE-RECEIVERSHIP CLAIMS BAR DATE WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY OF THE COMPANIES.

Additional information about these proceedings may be found on the Receiver's Website or may be obtained by contacting the Receiver directly at the address above.

Dated at the City of Calgary, in the Province of Alberta, this [date] of [month], [year].

BDO Canada Limited,
in its capacity as Receiver of the Debtors,
and not its personal or corporate capacity.

SCHEDULE "B"

IN THE MATTER OF THE RECEIVERSHIP OF 1823741 ALBERTA LTD. AND 1872806 ALBERTA LTD. (EACH, A "COMPANY", AND COLLECTIVELY, THE "COMPANIES")

NOTICE LETTER TO POST-RECEIVERSHIP CLAIMANTS REGARDING CLAIMS PROCEDURE

RE: Notice of Claims Procedure and Post-Receivership Claims Bar Date

This notice is published pursuant to the Order of the Honourable Justice Neilson of the Court of King's Bench of Alberta Action No. 2203 – 18590, dated November 4, 2025 (the "**Claims Procedure Order**"). Pursuant to the Receivership Order granted on October 15, 2024, BDO Canada Limited. was appointed as receiver of the Companies (in such capacity, the "**Receiver**"), and pursuant to the Claims Procedure Order will conduct a Claims Procedure with respect to Post-Receivership Claims.

All capitalized terms used herein that are not otherwise defined have the meaning ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Post-Receivership Proof of Claim form, and related materials can be accessed on the Receiver's Website at www.bdo.ca/182and187. Post-Receivership Proof of Claim forms can also be obtained by contacting the Receiver at the address below and providing particulars as to your name, address, facsimile number and email address.

I. SUBMISSION OF PROOF OF CLAIM

Any Person who believes they have a Post-Receivership Claim shall submit their Claim in a Post-Receivership Proof of Claim form in accordance with the Claims Procedure Order.

All Claimants MUST submit their Post-Receivership Proof of Claim to the Receiver by no later than 5:00 p.m. MST 30 calendar days following the date on which the Receiver sends this Notice to Post-Receivership Claimants.

Post-Receivership Proofs of Claim MUST be and ***will be sufficiently given only if delivered by email***, or, if you are unable to deliver by email, on consent of the Receiver, by mail, courier, or personal delivery, addressed to:

:

To the Receiver:

BDO CANADA LIMITED
90 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott / Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca

With a copy to:

STIKEMAN ELLIOTT LLP
4300, 888 3rd Street SW

Calgary, AB T2P 5C5

Attention: Karen Fellowes (kfellowes@stikeman.com) and Isis Tse (itse@stikeman.com)

POST-RECEIVERSHIP CLAIMS WHICH ARE NOT RECEIVED BY THE RECEIVER BY THE POST-RECEIVERSHIP CLAIMS BAR DATE WILL BE FOREVER BARRED FROM MAKING OR ENFORCING ANY CLAIM AGAINST THE RECEIVER.

Additional information about these proceedings may be found on the Receiver's Website or may be obtained by contacting the Receiver directly at the address above.

Dated at the City of Calgary, in the Province of Alberta, this [date] of [month], [year].

BDO Canada Limited,
in its capacity as Receiver of the Debtors,
and not its personal or corporate capacity.

SCHEDULE "C"

IN THE MATTER OF THE RECEIVERSHIP OF 1823741 ALBERTA LTD. AND 1872806 ALBERTA LTD. (EACH, A "COMPANY", AND COLLECTIVELY, THE "COMPANIES")

PRE-RECEIVERSHIP PROOF OF CLAIM
(Amounts owing by Companies prior to October 15, 2024)

Please carefully read the Order granted by the Court of King's Bench of Alberta (Commercial List) dated November 4, 2025 (the "**Claims Procedure Order**") and the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms used and not defined herein have the meaning ascribed to them in the Claims Procedure Order.

I. PARTICULARS OF CLAIMANT

1. Full Legal Name of Claimant:

_____ (the "**Claimant**")
(Full legal name is the name of the Claimant as of October 15, 2024 (the "**Receivership Date**"), notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred following such date)

2. Attention (Contact Person): _____

3. Email Address: _____

4. Telephone Number: _____

5. Fax Number: _____

6. Full Mailing Address of the Claimant:

7. Have you acquired this Claim by assignment?

Yes: No:

(If yes, attach documents evidencing assignment)

If yes, Full Legal Name of Original Claimant(s): _____

II. PROOF OF CLAIM

1. I _____
(Name of Claimant or authorized representative of the Claimant)

_____ do hereby certify:
(City and Province)

(a) I am (select **one**):

the Claimant; **or**

□ _____ of
(State Position or Title, if applicable)

(Name of Claimant or authorized representative of the Claimant)

- (b) I have knowledge of all the circumstances connected with the Claim referred to below;
- (c) I confirm that complete documentation in support of the Claim referred to below is attached; and
- (d) the Company/Companies was/were and still is/are indebted to the Claimant as follows:

III. PROOF OF CLAIM

Debtor	Pre- Receivership Claim Amount	Nature of Claim (Secured, Priority, Unsecured or Secured)	Value of Security Held (if any)
	CAD\$		
	CAD\$		

IV. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim are attached.

(Please provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

VI. FILING OF CLAIM

This Pre-Receivership Proof of Claim must be received prior to 5:00 p.m. MST 60 Business Days following the date on which the Receiver sends the Notice to Pre-Receivership Claimants (the "Pre-Receivership Claims Bar Date").

This Proof of Claim shall be delivered in writing and **will be sufficiently given only if delivered by email**, or, if you are unable to deliver by email, on consent of the Receiver, by mail, courier, or personal delivery, addressed to:

To the Receiver:

BDO CANADA LIMITED
903 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott and Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca

With a copy to:

STIKEMAN ELLIOTT LLP

4300, 888 3rd Street SW

Calgary, AB T2P 5C5

Attention: Karen Fellowes (kfellowes@stikeman.com) and Isis Tse (itse@stikeman.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00pm (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

PROOFS OF CLAIM MUST BE RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE OR YOUR CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

DATED at _____ this _____ day of _____, 2025.

Signature of Claimant

SCHEDULE "D"

IN THE MATTER OF THE RECEIVERSHIP OF 1823741 ALBERTA LTD. AND 1872806 ALBERTA LTD. (EACH, A "COMPANY", AND COLLECTIVELY, THE "COMPANIES")

**POST-RECEIVERSHIP PROOF OF CLAIM
(Amounts owing by Companies after October 15, 2024)**

Please carefully read the Order granted by the Court of King's Bench of Alberta (Commercial List) dated November 4, 2025 (the "**Claims Procedure Order**") and the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms used and not defined herein have the meaning ascribed to them in the Claims Procedure Order.

II. PARTICULARS OF CLAIMANT

1. Full Legal Name of Claimant:

_____ (the "**Claimant**")

(Full legal name is the name of the Claimant for the period that is following October 15, 2024 (the "**Receivership Date**"), notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred following such date)

2. Attention (Contact Person): _____

3. Email Address: _____

4. Telephone Number: _____

5. Fax Number: _____

6. Full Mailing Address of the Claimant:

7. Have you acquired this Claim by assignment?

Yes: No:

(If yes, attach documents evidencing assignment)

If yes, Full Legal Name of Original Claimant(s): _____

IV. PROOF OF CLAIM

2. I _____
(Name of Claimant or authorized representative of the Claimant)

_____ do hereby certify:
(City and Province)

(a) I am (select **one**):

the Claimant; **or**

_____ of

(State Position or Title, if applicable)

(Name of Claimant or authorized representative of the Claimant)

- (b) I have knowledge of all the circumstances connected with the Claim referred to below;
- (c) I confirm that complete documentation in support of the Claim referred to below is attached; and
- (d) the Company/Companies was/were and still is/are indebted to the Claimant as follows:

V. PROOF OF CLAIM

Debtor	Post-Receivership Claim Amount	Nature of Claim (Secured, Priority, Unsecured or Secured)	Value of Security Held (if any)
	CAD\$		
	CAD\$		

IV. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim are attached.

(Please provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

VI. FILING OF CLAIM

This Post-Receivership Proof of Claim must be received prior to 5:00 p.m. MST 30 calendar days following the date on which the Receiver sends the Notice to Post-Receivership Claimants.

This Proof of Claim shall be delivered in writing and **will be sufficiently given only if delivered by email**, or, if you are unable to deliver by email, on consent of the Receiver, by mail, courier, or personal delivery, addressed to:

To the Receiver:

BDO CANADA LIMITED
903 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott and Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca

With a copy to:

STIKEMAN ELLIOTT LLP

4300, 888 3rd Street SW

Calgary, AB T2P 5C5

Attention: Karen Fellowes (kfellowes@stikeman.com) and Isis Tse (itse@stikeman.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00pm (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

PROOFS OF CLAIM MUST BE RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE OR YOUR CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

DATED at _____ this _____ day of _____, 2025.

Signature of Claimant

SCHEDULE "E"

IN THE MATTER OF THE RECEIVERSHIP OF 1823741 ALBERTA LTD. AND 1872806 ALBERTA LTD. (EACH, A "COMPANY", AND COLLECTIVELY, THE "COMPANIES")

INSTRUCTION LETTER

I. CLAIMS PROCEDURE

By Order of the Honourable Justice Neilson of the Court of King's Bench of Alberta Action No. 2203 – 18590, dated November 4, 2025 (the "**Claims Procedure Order**"), BDO Canada Limited, in its capacity as Court-appointed receiver of the Companies, (in such capacity, the "**Receiver**"), has been authorized to conduct a claims procedure (the "**Claims Procedure**") with respect to claims against the Companies and the Receiver. The Claims Procedure Order governs the filing and determination of all Pre- Receivership Claims and Post- Receivership Claims.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Receiver's Website at www.bdo.ca/182and 187 .

This letter provides instructions for responding to or completing the Proof of Claim. Reference should be made to the Claims Procedure Order for a complete description of the Claims Procedure.

The Claims Procedure is intended for any Person with any Claims of any kind or nature whatsoever against any of the Companies or the Receiver in its capacity as Receiver of the Companies. Please review the Claims Procedure Order for the complete definitions of "**Claims**", "**Claims Bar Date**" and "**Claimant**".

All enquiries with respect to the Claims Procedure should be addressed to the Receiver at lfritsche@bdo.ca or via the telephone (Phone: 1-403-205-5748), provided, however, that formal notices to the Receiver must be delivered as set out below.

II. CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim that you wish to assert against the Companies, you **MUST** file a Proof of Claim with the Receiver.

For Pre- Receivership Claims, the Pre- Receivership Proof of Claim must be received by the Receiver no later than 5:00 p.m. MST 60 Business Days following the date on which the Receiver sends the Notice to Pre- Receivership Claimants.

For Post- Receivership Claims, the Post- Receivership Proof of Claim must be received by the Receiver no later than 5:00 p.m. MST 30 calendar days following the date on which the Receiver sends the Notice to Post- Receivership Claimants.

Any notice or communication required to be provided or delivered, including, for greater certainty, any Proof of Claim, shall be in writing in substantially the form, if any, provided for in the Claims Procedure Order and **will be sufficiently given only if delivered by email**, or, if a Claimant is unable to do so, and with the consent of the Receiver, by mail, courier, or personal delivery, addressed to:

To the Receiver:

BDO CANADA LIMITED
903 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott and Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca.

With a copy to:

STIKEMAN ELLIOTT LLP
4300, 888 3rd Street SW
Calgary, AB T2P 5C5
Attention: Karen Fellowes (kfellowes@stikeman.com) and Isis Tse (itse@stikeman.com)

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

PROOFS OF CLAIM MUST BE RECEIVED BY THE RECEIVER BY THE APPLICABLE CLAIMS BAR DATES OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Receivership Date.

Additional Proof of Claim forms can be obtained by contacting the Receiver at the telephone number. In addition, Proofs of Claim and related materials may be accessed from the Receiver's Website at www.bdo.ca/182and187.

VI. RECEIVER CONTACT INFORMATION

All enquiries with respect to the Claims Procedure should be addressed to the Receiver as set out above.

DATED at Calgary, Alberta this _____ day of September, 2025.

BDO Canada Limited,
solely in its capacity as Receiver of the
Companies and not in its personal
capacity.

903 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott and Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca

With a copy to:

STIKEMAN ELLIOTT LLP
4300 - 888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Karen Fellowes and Isis Tse

Email: kfellowes@stikeman.com and itse@stikeman.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD PURSUANT TO THE CLAIMS PROCEDURE ORDER, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

IF YOU AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, there is no need to file anything further with the Receiver.

DATED this _____ day of _____, _____..

BDO Canada Limited,
solely in its capacity as Receiver of the
Companies and not in its personal capacity.

SCHEDULE "G"

IN THE MATTER OF THE RECEIVERSHIP OF 1823741 ALBERTA LTD. AND 1872806 ALBERTA LTD. (EACH, A "COMPANY", AND COLLECTIVELY, THE "COMPANIES")

NOTICE OF DISPUTE

Reference #:

Pursuant to the Order of the Court of King's Bench of Alberta (Commercial List) dated November 4, 2025 (the "**Claims Procedure Order**"), I/we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____ issued by BDO Canada Limited in its capacity as Receiver of the Companies in respect of my/our Claim.

All capitalized terms used and not defined in this Notice of Dispute shall have the meaning ascribed to them in the Claims Procedure Order.

I. PARTICULARS OF CLAIMANT

1. Full Legal Name of Claimant:

_____ (the "**Claimant**")
(Full legal name should be the name of the Claimant of the Companies as of October 15, 2024 (the "**Receivership Date**"), notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred following that date.)

2. Attention (Contact Person): _____

3. Email Address: _____

4. Telephone Number: _____

5. Fax Number: _____

6. Full Mailing Address of the Claimant:

7. Have you acquired this Claim by assignment?

Yes: No:

(If yes and not already provided, attach documents evidencing assignment)

If yes, Full Legal Name of Original Claimant(s): _____

II. REASONS FOR DISPUTE

Include the amount you are disputing any dispute against the revision of your status (unsecured, secured, or priority), if applicable. Please attach copies of all supporting documentation. You may also attach a

separate schedule if more space is required.

DATED at _____ this _____ day of _____, _____.

Signature of Claimant or its Authorized Signatory

This Notice of Dispute must be delivered in writing to the Companies and the Receiver and will be sufficiently given only if delivered by email (in PDF format), or, if you are unable to deliver by email, with the Receiver’s consent, by mail, courier or personal delivery addressed to:

To the Receiver:

BDO CANADA LIMITED
903 - 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7

Attention: Breanne Scott / Lorry Fritsche

Email: brscott@bdo.ca and lfritsche@bdo.ca.

With a copy to:

STIKEMAN ELLIOTT LLP
430 - 888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Karen Fellowes (/ Isis Tse (

Email: kfellowes@stikeman.com and itse@stikeman.com

Any such notice or communication delivered by a Claimant shall be deemed to be received upon actual receipt thereof before 5:00 p.m. (MT) on a Business Day or if delivered outside of normal business hours, the next Business Day.

If a completed Notice of Dispute is not received by the Receiver by the dates set out in the Claims Procedure Order and described herein, YOU WILL BE FOREVER BARRED FROM DISPUTING THE CLASSIFICATION, AMOUNT OR NATURE OF YOUR CLAIM.

APPENDIX B

1823741 Alberta Ltd. and 1872806 Alberta Ltd. - In Receivership
Interim Statement of Receipts and Disbursements
For the period October 15, 2024 to March 13, 2026

RECEIPTS

Sale of assets	\$ 1,779,434
Cash collections from customers, shavings (est.)	2,621,726
Cash collections from customers, mulch (est.)	79,592
Cash on hand, opening	90,932
Consignment proceeds	68,355
GST collected	3,832
Interest allocation	1,307
	<u>4,645,178</u>

DISBURSEMENTS

Payment to secured creditor	1,313,505
Receiver fees and disbursements	679,787
COGS purchases	
Shavings	560,875
Bags	154,321
Gas	100,756
Supplies	65,318
Trucking	39,554
Equipment Rental	21,872
Mulch	13,000
Other operating/General and administrative	37,488
Post payroll (incl deductions) and benefits	529,463
Legal fees/disbursements	178,984
Repairs and maintenance	155,769
Contractors	149,398
GST paid	110,747
Insurance	100,412
Utilities	79,576
Pre-receivership payments issued (issued Oct 15-18)	62,098
Property taxes	36,817
GST remittance	36,147
Bank charges	20,209
Transportation	18,437
Pre-receivership payroll issued (issued Oct 15-18)	13,695
Appraisal	2,000
Ascend fee	650
Filing fees	161
	<u>4,481,038</u>

CLOSING CASH

\$ 164,141

APPENDIX C

**1823741 Alberta Ltd. and 1872806 Alberta Ltd. - In Receivership
Estimated Distributable Proceeds**

Net funds in trust as of March 13, 2026		\$ 164,141
Projected Receipts		
182 AB GST Refund	15,252	
182 AB Membership Refund	3,268	
182 AB Post Receivership WCB Account	3,705	22,225
Projected Disbursements		
182 AB CRA GST Deemed Trust	24,229	
187 AB CRA GST Deemed Trust	11,857	
182 AB WCB Pre-Receivership Claim	3,456	
Post Receivership Claims	31,729	
Receiver Fees and Disbursements		
Estimate to complete	40,000	
Receiver Legal Fees and Disbursements		
Work in progress	7,919	
Estimate to complete	45,000	
Company accountant	3,000	167,190
Estimated cash available for distribution		<u><u>\$ 19,176</u></u>

APPENDIX D

COURT FILE NUMBER 2203-18590
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF/DEFENDANT 1823741 ALBERTA LTD.
BY COUNTERCLAIM
DEFENDANT BY MICHAEL JAMES GANSER
COUNTERCLAIM
DEFENDANT/PLAINTIFF MARK EDMUND HALDANE
BY COUNTERCLAIM
APPLICANT BDO CANADA LIMITED
DOCUMENT **FEE AFFIDAVIT**

Clerk's stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
STIKEMAN ELLIOTT LLP
Barristers & Solicitors
4200 Bankers Hall West
888-3rd Street SW
Calgary, AB T2P 5C5

Karen Fellowes, K.C. / Isis R. Tse

Tel: (403) 724-9469 / (403) 724-9488
Fax: (403) 266-9034

Email: kfellowes@stikeman.com / itse@stikeman.com

File No.: 155857.1002

Affidavit of Kevin Meyler

Sworn on March 16th, 2026

I, Kevin Meyler, CPA, CIRP, LIT, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am a Senior Vice President with BDO Canada Limited, Receiver and Manager of 1823741 Alberta Ltd. ("**182 AB**") and 1872806 Alberta Ltd. ("**187 AB**" or collectively with 182 AB, the "**Companies**"), and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. BDO Canada Limited was appointed Receiver of the Companies pursuant to the Order of the Honourable Justice M. J. Lema of the Alberta Court of King's Bench, dated October 15, 2024 (the "**Receivership**").
3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 22 years of experience in the areas of Insolvency and Restructuring, and have been overseeing the day-to-day administrative work in relation to the Receivership.

4. With respect to the Receiver's unpaid accounts covering fees and disbursements for the period of October 1, 2025, to February 28, 2026, which accounts are contained herein as **Exhibit "A"** (the "**Accounts**");
 - a. The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
 - b. The hourly rate for each and every individual employee of the Receiver who completed work in regard to the Receivership (the "**Hourly Rates**"), including non-professional staff, is as follows:
 - i. Kevin Meyler, Partner - \$625;
 - ii. David Lewis, Partner - \$625;
 - iii. Breanne Scott, Senior Manager - \$525;
 - iv. Lorry Fritsche, Manager - \$425; and
 - v. Laura Demchuk, Administrator - \$250.
 - c. I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accounting firms within the city of Calgary of equivalent competence and expertise in the insolvency area;
 - d. The disbursements contained within the Accounts total \$1,879.95 for the following:
 - i. Travel related expenditures to the locations - \$519.99; and
 - ii. Charges for accounting software and miscellaneous costs for the estate. \$1,359.96.
5. With respect to the unpaid accounts of the Receiver's independent legal counsel, Stikeman Elliott LLP ("**Stikeman**"), accounts covering fees and disbursements incurred by counsel for the period September 1, 2025, to January 31, 2026 (the "**Stikeman Accounts**");
 - a. The Stikeman Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
 - b. The hourly rate for each and every individual employee of Stikeman who completed work in regard to the Receivership (the "**Stikeman Hourly Rates**"), is as follows:
 - i. Karen Fellowes, Senior Counsel - \$925;
 - ii. J. Koschinsky, Senior Counsel - \$750;
 - iii. Isis Tse, Associate - \$450 - \$525;
 - iv. B. Wilde, Associate - \$475;
 - v. F. Wang, Associate - \$400; and
 - vi. Paralegal Services - \$350.
 - c. I submit that the Stikeman Hourly Rates are reasonable and comparable to the hourly rates of other law firms within the city of Calgary of equivalent competence and expertise in the

insolvency area;

d. The fees and GST contained within the Stikeman Accounts total \$101,840.73 plus \$5,091.30 GST.

6. I make this Affidavit in support of the application to approve the fees, disbursements, and GST of \$185,543.87 which have been rendered by BDO Canada Limited as Receiver and to approve the fees, disbursements, other charges and GST of \$106,932.03 which have been rendered by Stikeman, counsel to the Receiver, within this Receivership.

SWORN before me at the City of Calgary, in)
the Province of Alberta this 16 day of March ,)
2026.)

)

A Commissioner for Oaths in and for the)
Province of Alberta)



Kevin Meyler

Lorry M. Fritsche
My Commission Expires
April 7, 2027

This is Exhibit "A" referred to in the Affidavit of Kevin Meyler,
sworn before me in the City of Calgary, in the Province of Alberta,
on this 16th day of March, 2026



A Commissioner for Oaths
in and for the Province of Alberta

Lorry M. Fritsche
My Commission Expires
April 7, 2022



BDO Canada Limited
 903 8th Avenue SW, Suite 620
 Calgary, AB T2P 0P7

Private and Confidential

March 13, 2026

1823741 Alberta Ltd. & 1872806 Alberta Ltd.

Invoice No. CINV3817912
 Electronic Banking Account No. CUS0089537
 GST Registration No. 101518124RT0001

For Professional Services rendered from October 1, 2025 to February 28, 2026 in connection with our appointment as Receiver under the Receivership Order granted by the Court of King's Bench of Alberta on October 15, 2024 over the assets of 1823741 Alberta Ltd., 1872806 Alberta Ltd and certain other assets.

Our Fee:	\$ 198,395.00
Less: Courtesy discount	<u>(23,566.50)</u>
	\$ 174,828.50
Disbursements (Taxable):	1,879.95
Subtotal:	<u>\$ 176,708.45</u>
GST 5%:	8,835.42
BALANCE DUE	\$ 185,543.87

Ways to pay:

- EFT/Wire Payments:
 Beneficiary Bank: Canadian Imperial Bank of Commerce - Commerce Court, 199 Bay Street, Toronto ON M5L 1G9
 Account Name: BDO Canada LLP
 Account #: 9126910, Transit #: 00002, Bank #: 0010; BIC Code #: CIBCCATT, Canadian Clearing Code (CCC) #: CC001000002 (please include CCC# in the payment details field)
 Please email your payment notifications to EFTPayments@bdo.ca
 BDO does not accept interac/email transfers

GST No. 101518124RT0001

Interest at 1.00% per month (12.00% per annum) may be charged on accounts over 30 days
 Accounts are due when rendered

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Summary of Time

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Partner			
Kevin Meyler	80.0	625.00	50,000.00
David Lewis	0.5	625.00	312.50
Senior Manager			
Breanne Scott	109.2	525.00	57,330.00
Manager			
Lorry Fritsche	210.3	425.00	89,377.50
Administrator			
Laura Demchuk	5.5	250.00	1,375.00
TOTAL	<u>405.5</u>		<u>198,395.00</u>

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
Kevin Meyler			
	2025-10-02	Correspondence re. operations (multiple), correspondence re. sales process(s) with team and counsel (multiple), review and comment on sale agreements, cash disbursements.	2.0
	2025-10-03	Correspondence re. operations and closing, further review and comment on closing documents, response to M. Ganser enquiry re. bank balances.	1.0
	2025-10-04	Discussion and correspondence re. sale agreement, correspondence with M. Ganser re. bank balances and correspondence with team re. same.	0.9
	2025-10-06	Call re. termination of operations (multiple), correspondence with M. Ganser re. bank balances and provision of same, correspondence re. amendments to sale agreements.	0.7
	2025-10-07	Correspondence re. amendments to sale agreements (multiple), correspondence and discussions re. operations, correspondence to M. Ganser re. operations.	1.1
	2025-10-08	Correspondence and discussions re. operations.	0.6
	2025-10-14	Correspondence and discussions re. operations and closure (multiple), review and comment on correspondence to suppliers, correspondence re. transaction documents and review of same (multiple) and occupancy arrangements, correspondence and consideration re. employee matters, correspondence with M. Ganser re. same.	3.2
	2025-10-15	Correspondence and consideration of transaction and occupancy agreements, correspondence and consideration re. employee matters.	0.3
	2025-10-16	Correspondence and discussions re. employee matters, transaction and operations, correspondence re. cash disbursements.	0.4
	2025-10-17	Correspondence re. employee matters and WEPP, correspondence re. cash disbursements, correspondence and discussion re. status of transaction documents.	1.7
	2025-10-20	Correspondence re. APA and equipment.	0.2
	2025-10-21	Correspondence with counsel re. court approval and consideration of relief being sought, correspondence re. transaction document and purchase allocation (multiple), correspondence and analysis re. potential distribution (multiple).	3.3
	2025-10-22	Correspondence re. employee matters, correspondence re. cash disbursements, initial review and amendment of Second Report.	2.5
	2025-10-23	Correspondence re. transaction documents, review and amendment of Second Report and Confidential Supplement to the Second Report.	3.4
	2025-10-24	Correspondence re. transaction documents, review, discussion and further amendment of Receiver's Report(s), correspondence re. disbursements and potential post-receivership claims, correspondence re. security at premises and discussion thereon (multiple), correspondence and consideration re. lot allocation, correspondence and consideration re. GST election.	4.0
	2025-10-25	Correspondence and consideration re. claims process, correspondence re. potential post-receivership claims, correspondence re. lot allocations, initial review of ISRD.	1.7
	2025-10-26	Correspondence re. sales agreement and lot allocation (multiple), initial review of application materials and court orders.	0.7
	2025-10-27	Review and comment on court materials, further refinement of Receiver's Reports, correspondence and discussion re. lot allocation (multiple), correspondence re. sale agreement and GST, correspondence re. operations winddown.	6.5

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-10-28	Correspondence and discussion re. amending and finalizing court materials and Receiver's Reports (multiple), correspondence with D. Hutchison (multiple), correspondence re. transactions, correspondence re. operations, correspondence re. mulch assets, fee affidavit.	8.5
	2025-10-29	Discussion with team, preparation for and attendance at call with D. Hutchison in response to detailed email and discussion with counsel re. same, correspondence on operations, correspondence re. cash disbursements, correspondence and consideration re. potential amendments to form of Order (multiple).	3.5
	2025-10-31	Correspondence re. court application and changes to form of order, correspondence re. enquiry from mulch equipment provider, cash disbursements.	0.5
	2025-11-02	Correspondence with counsel re. sales process enquiry, correspondence re. proposed changes to form of order.	0.4
	2025-11-03	Cash disbursements, correspondence with counsel re. confidential report, , correspondence and discussion with team re. sales process, detailed correspondence with counsel (Receiver and Haldane) and discussion / response thereon, review of Affidavit of Haldane, correspondence with M. Ganser re. same, review of unsworn Ganser affidavit, preparation of supplemental report in response thereto.	7.5
	2025-11-04	Drafting supplemental report, correspondence thereon, preparation and attendance at court application, correspondence re. claims process (multiple).	3.8
	2025-11-05	Correspondence with Ganser, correspondence re. claims process (multiple).	0.5
	2025-11-07	Correspondence re. claims process.	0.2
	2025-11-13	Correspondence re. closing.	0.1
	2025-11-17	Correspondence re. closing (multiple), correspondence re. maintenance disbursements.	0.6
	2025-11-18	Correspondence with counsel to Haldane, correspondence re. closing.	0.5
	2025-11-19	Correspondence with counsel to Haldane, correspondence with purchaser (multiple).	0.6
	2025-11-20	Correspondence re. claims process, correspondence re. GST election, review and execution of closing documents.	1.2
	2025-11-21	Correspondence with counsel re. closing (multiple), GST election (multiple), correspondence with counsel to Haldane (multiple).	1.9
	2025-11-24	Correspondence re. claims process.	0.2
	2025-11-25	Correspondence re. closing (multiple), correspondence re. auction, correspondence with counsel to Haldane re. closing and BDC payment.	0.6
	2025-11-26	Correspondence re. claims process and re-forecast of interim distribution to BDC, correspondence with counsel to Haldane re. same, correspondence with BDC re. closing, cash disbursements.	1.3
	2025-11-27	Correspondence and discussions re. cash disbursements and funds to BDC.	0.4
	2025-12-01	Correspondence and discussion re. post-receivership claims process.	0.3
	2025-12-02	Further correspondence re. post-receivership claims process.	0.3
	2025-12-05	Cursory review of certain post-receivership claims and correspondence re. same.	0.4
	2025-12-09	Correspondence and discussion with D. Hutchison re. post-receivership claims process.	0.3
	2025-12-10	Correspondence re. post-receivership claims process.	0.3
	2025-12-12	Cash disbursements.	0.2
	2025-12-15	Correspondence re. post-receivership claims process.	0.2

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2026-01-02	Correspondence re. disallowances.	0.2
	2026-01-05	Correspondence with counsel to BDC, correspondence re. Enmax.	0.3
	2026-01-06	Review and discussion on notice of disallowances.	1.3
	2026-01-07	Discuss notice of disallowances, correspondence re. same.	0.6
	2026-01-09	Review of amended disallowances and correspondence re. same (multiple).	0.3
	2026-01-19	Correspondence and review of correspondence re. potential appeal of notice of disallowance (multiple).	0.3
	2026-01-27	Review of file, consideration of next steps and correspondence re. revised cash flow forecast.	0.2
	2026-01-28	Correspondence re. cash forecast, review and consideration of same, final tax matters and next steps.	0.3
	2026-01-29	Correspondence re. transaction matters (multiple).	0.2
	2026-02-02	Preparation for and attendance at call with team and counsel.	1.3
	2026-02-03	Correspondence with counsel to BDC re. payout (multiple), correspondence re. transfer of Telus line (multiple), correspondence re. OS taxes and GST refunds.	0.7
	2026-02-04	Correspondence re. taxes and BDC payout, cash disbursements, correspondence with Haldane counsel.	0.6
	2026-02-05	Correspondence and review of estimated distribution and consideration of same, preparation for discussion with Haldane counsel.	0.8
	2026-02-10	Correspondence re. sale of phone line (multiple), cash disbursements and review of amended distribution schedule and refinement of same, correspondence with counsel.	1.0
	2026-02-11	Further amendment, consideration and reconciliation of distribution schedule, cash disbursements, consideration of sale of phone line, correspondence with BDC re. distribution, correspondence re. potential reviewable transactions and respective creditor positions.	2.7
	2026-02-12	Preparation for and attendance at discussion with Haldane counsel and Receiver counsel re. status of file.	0.7
TOTAL			80.0

David Lewis

	2025-10-22	Bank reconciliation.	0.1
	2025-11-26	Bank reconciliation.	0.1
	2025-12-12	Bank reconciliation.	0.1
	2026-01-20	Bank reconciliation.	0.1
	2026-02-25	Bank reconciliation.	0.1
TOTAL			0.5

Breanne Scott

	2025-10-02	Review/approve payables; emails with T. Ganser and M. Murray; Review of offers/proposals and prepare analysis; Calls with auctioneers; Emails with counsel; Emails/discussions with K. Meyler; Review of PSA from counsel and provide comments.	3.7
	2025-10-04	Conference call with counsel re PSA and next steps; Correspondence re planning.	0.7
	2025-10-06	Review emails with M. Ganser and T. Ganser; Conference call with team; Meeting with T. Ganser; Meeting/discussions with team; Emails with counsel re changes to PSA; Calls with purchaser; Review of asset listings; Call with K. Meyler; Emails re payables.	1.8

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-10-07	Further review of auction proposals/offers and consider same; Update equipment listings; Voicemail to interested party; Review/approve payables and emails with L. Fritsche re same; Voicemail/call/emails with auctioneer; Emails with counsel; Review emails re shavings deliveries.	1.4
	2025-10-08	Review email with M. Ganser; Call with T. Ganser; Review/approve CAFT; Email to Connect re insurance payment and transfer of funds.	0.6
	2025-10-09	Review/comment on employee letter; Meeting with team re ceasing operations; Other emails/calls re operations.	0.8
	2025-10-11	Various emails re ceasing operations and review update from L. Fritsche re same; Review correspondence re ceasing operations.	1.0
	2025-10-14	Review/comment on various letters; Email cancellation re vehicle rental; Discussions with L. Fritsche; Review/approve payroll; Emails/calls with purchasers; Review/consider changes to PSA; Draft language for PSA, emails/call with counsel and review of changes; Emails/consideration re WEPP, termination pay and benefits.	3.8
	2025-10-15	Review/comment on auction proposal, prepare auction agreement and email/call with counsel re same; Review email from M. Ganser; Calls/emails with L. Fritsche; Email with former interested party; Final review/comment on supplier letter; Email from purchaser re inquiry on insurance and review of details for same.	2.0
	2025-10-16	Correspondence with M. Ganser; Emails re employee matters; Review of counsel comments on auction agreement; Call with K. Meyler; Email auction agreement; Discussions/emails with L. Fritsche re various; Review/consider email from counsel re employees.	0.7
	2025-10-17	Draft Court report; Emails/calls/consider employee matters re WEPP, termination pay and benefits; Review/comment on benefits letter; Review emails with M. Ganser; Emails/calls with purchaser; Further review/comment on auction agreement; Emails with counsel re auction and purchase agreement; Emails/call with T. Ganser re site visits; Discussions with L. Fritsche re various; Review/respond to insurance request from purchaser.	4.8
	2025-10-20	Internal discussions re various; Emails re employee/supplier matters; Emails with counsel re auction agreement and sale agreement; Email/call with auctioneer; Draft contractor email to T. Ganser Review/comment on correspondence from Prairie Mulch counsel; Review emails with Manulife; Draft Court report.	2.9
	2025-10-21	Draft Court report; Emails re WEPPA and review/comment on same; Email with purchaser; Emails with counsel; Discussions/emails with L. Fritsche and M. Murray; Review of GST matters; Review/approve various payables and issue bill payments; Review of AR letter; Emails re purchase price allocation; Review changes from counsel re sale agreement; Call with L. Fritsche; Review/update auction agreement, emails with K. Meyler re same; Draft confidential supplement.	7.0
	2025-10-22	Review/draft Court report and confidential supplement; Emails with K. Meyler and L. Fritsche re various; Email with T. Ganser; Email with N. Taylor Smith and review BDC payout; Emails with counsel amended sale agreement and review of same; Consider steps in receivership.	3.7
	2025-10-23	Review/sign contractor agreement; Review/comments on correspondence re mulch equipment and review/compare asset listings; Emails with purchaser re revised agreement; Review/prepare PPR searches; Review comments on report; Review/provide details re bale inventory, rent payments, and other items re report; Emails re AR collections; Emails with auctioneer re auction agreement; Review/update report and email to counsel; Review of comments on confidential supplement.	3.0

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-10-24	Review/update Confidential Supplement and email to counsel; Review of various payables submitted, and emails/discussions re same; Various emails/calls with auctioneer and purchaser re PSA, auction agreement and/or permitted occupancy; Update sale agreement; Review/execute sale agreement and auction agreement; Review of pictures and comments re site visit by security, calls/discussions with team and call/email with T. Ganser; Call with purchaser re permitted occupancy and insurance requirements, review of same and email re requirements; Conference call with counsel re court application materials and review of Court reports.	3.7
	2025-10-25	Various mails re payables; Review of invoices submitted by deadline; Review of application materials; Emails with purchaser and consider purchase price allocation; Emails re AR, payables and SRD; Emails re purchase price allocation.	1.3
	2025-10-26	Emails with team re purchase price allocation, report and SRD; Emails with counsel; Review/update SRD; Emails with counsel, review of draft materials.	0.9
	2025-10-27	Various discussions with K. Meyler and L. Fritsche; Emails/call with counsel; Review/update PSA, review further comments from purchaser and amended PSA; Review GST election 44 requirements; Review/consider and discussions re purchase price allocation; Review of estimated distributable proceeds and post receivership payables; Email from Ganser and internal emails re same; Review emails from T. Ganser; Emails re payables; Review/update reports, review counsel comments on reports; Review various application materials and discussions re same; Review and comments on security opinion; Review/edit claim forms.	4.7
	2025-10-28	Review/emails re comments on reports; Review/approve payables; Review/update reports; Review final security opinion; Emails/discussions with team; Approve CAFT; Review/edits to various application materials; Prepare legal fee summary; Emails with purchaser and review/finalize PSA; Prepare/finalize appendices in report; Review/discuss email from D. Hutchison; Calls with T. Ganser; Final review/finalizing of reports; Voicemail/email from M. Ganser.	5.5
	2025-10-29	Discussion with L. Fritsche; Email re Ganser correspondence; Draft email re Provost assets; Emails re SV insurance; Email with auctioneer; Review/comment on queries from Haldane counsel; Call with K. Meyler and L. Fritsche; Emails re payables; Conference call with counsel, Haldane counsel; Review emails re BDC counsel requests on application.	2.3
	2025-10-30	Email with counsel, internal email re statement of adjustments for purchaser; Discussion with L. Fritsche; call with purchaser and call with T. Ganser.	0.5
	2025-10-31	Review/comment re Prairie Mulch related correspondence; Review email from T. Ganser; Review/comment on changes in proposed order; Review of cash position.	0.3
	2025-11-02	Review email with counsel; Email re Statement of adjustments.	0.2
	2025-11-03	Emails/discussions with team; Emails with counsel; Email with purchaser; Review emails; Review affidavits filed by M. Ganser and H. Haldane; Review additional correspondence from Haldane's counsel; Meetings/discussions re supplemental report; Calls/correspondence to T. Ganser; Draft supplemental report to Court.	4.0
	2025-11-04	Review/comment on supplemental report; Emails with K. Meyler; Emails with counsel; Email re second partner review; Prepare appendices; Attend Court application; Emails/discussions re claims process; Discussions/emails re Provost assets; Review/comment on correspondence; Review emails with auctioneer.	2.5
	2025-11-05	Discussions with L. Fritsche; Email from Ganser; Review of claims procedure forms and notices and email to team.	1.1

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-11-06	Emails; Review/comment on claims process letter and newspaper ad.	0.3
	2025-11-07	Emails/discussions with L. Fritsche; Email with K. Meyler; Email with counsel; Review of proof of claim.	0.4
	2025-11-09	Call with L. Fritsche.	0.1
	2025-11-10	Review correspondence to purchaser; Emails with L. Fritsche.	0.2
	2025-11-11	Review emails with purchaser.	0.1
	2025-11-13	Discussions with L. Fritsche re site visit; Creditor voicemail and inquiry; Emails re extension of closing date; Emails/discussion re auction and books and records.	0.5
	2025-11-13	Emails/discussions re closing.	0.3
	2025-11-14	Emails re transfer of funds.	0.2
	2025-11-16	Email re inquiry on payment of invoice.	0.1
	2025-11-17	Emails/discussion re repair expense, review emails re same; Emails re statement of adjustments; Review/approve payments; Emails re statement of adjustments.	0.7
	2025-11-18	Review emails.	0.2
	2025-11-21	Review various emails.	0.2
	2025-11-26	Review emails; Various discussions with L. Fritsche; Review/update distribution analysis; Review/approve transfer of funds.	1.3
	2025-11-27	Internal discussions re file; Review/approve BDC distribution; Review/approve other payables; Call/email re auction; Review emails re wires.	0.7
	2025-11-28	Review of list of action items; Review emails; Approve payments.	0.3
	2025-12-01	Emails/call with K. Meyler re claims process.	0.2
	2025-12-02	Review correspondence re claims process.	0.1
	2025-12-03	Email re cancellation of services; Emails/review re auction matters and purchaser holdback.	0.4
	2025-12-04	Review claim forms from M. Ganser.	0.2
	2025-12-05	Emails with team re claims process, review of order; Review/comment on CRA audit and related correspondence; Review emails.	1.0
	2025-12-09	Emails re insurance payment; Emails/call with auctioneer; Review of PSA re holdback; Review email from D. Hutchison re claims process.	0.4
	2025-12-15	Review emails re claims; Review/approve CAFT.	0.4
	2025-12-17	Emails/discussion re claims process; Emails with insurance; Follow up with purchaser re hold back.	0.2
	2025-12-23	Follow up with purchaser; Internal email re claim review.	0.2
	2025-12-29	Review of post receivership claims process; Update claims tracker and prepare dispute notices; Review/document various correspondence on server during receivership; Email with K. Meyler; Draft/send summary email to K. Meyler re disallowance notices.	7.2
	2025-12-30	Further edits to disallowance notices and email with K. Meyler re same; Calls with K. Meyler re disallowances; Call with M. Murray and email with L. Fritsche.	0.7
	2025-12-30	Emails/calls with K. Meyler re disallowances; Review/update Amen disallowance; Review of mulch AR; Call with M. Murray.	1.3
	2026-01-02	Internal emails; Emails with auctioneer; Emails with purchaser re return of holdback.	0.3
	2026-01-05	Prepare memo re mulch AR; Review/sign insurance cancellation and email re same; Follow up on receipt of holdback funds.	1.3

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2026-01-06	Review/edit disallowances; Emails/discussions with L. Fritsche and K. Meyler; Review of assignment agreement and emails with counsel re same; Document file re various.	3.5
	2026-01-07	Further review/edits to notices of disallowances; Emails with counsel re notices and Enmax assignment; Voicemail/call with purchaser counsel and emails re holdback.	2.2
	2026-01-08	Meeting with counsel re review of disallowances; Emails re enmax assignment; Emails with L. Fritsche; Review email with Ganser.	0.8
	2026-01-09	Further review/edits to disallowances; Emails/call with K. Meyler; Call with L. Fritsche re detailed review of mulch collections; Review email with Ganser; Emails with counsel; Further meeting with L. Fritsche re mulch analysis and disallowances; Review emails re notice of disallowances and other emails re same.	2.8
	2026-01-12	Emails and discussions re disallowances and accounting software; Call with Sage re renewal of accounting software.	0.4
	2026-01-13	Emails/discussion re payables.	0.2
	2026-01-14	Emails/discussion re holdback funds.	0.2
	2026-01-15	Review/comment on CRA correspondence; Emails re holdback funds.	0.4
	2026-01-16	Review/sign payable request; Email with L. Fritsche.	0.3
	2026-01-19	Review of notice of dispute; Draft response; Emails with counsel re response to dispute notice.	0.5
	2026-01-20	Review of insurance cancellation.	0.1
	2026-01-21	Emails and discussion with L. Fritsche.	0.2
	2026-01-26	Review email with Enmax, discussion with L. Fritsche.	0.1
	2026-01-27	Review of claims process order and email with counsel; Review of ascend.	0.4
	2026-01-28	Review distribution analysis and email re same; Emails; Review of GST letter and comments to L. Fritsche re same.	1.2
	2026-01-29	Emails/discussion with L. Fritsche re Telus; Review/edit response to Ganser; Emails with K. Meyler	0.4
	2026-02-02	Meeting with counsel; Meet with L. Fritsche re review of file; Internal meeting, review of distribution analysis; Meeting/discussion with team re next steps; Review of allocation/distribution analysis; Review of tax return.	2.5
	2026-02-04	Review of Enmax assignment agreement, email with counsel, email with L. Fritsche; Review of T2 and emails re same.	0.6
	2026-02-05	Review email with Haldane counsel; Review payout letter.	0.2
	2026-02-07	Email with L. Fritsche.	0.1
	2026-02-09	Discussions with L. Fritsche; Review email with Enmax; Review emails with M. Ganser.	0.3
	2026-02-10	Review/sign enmax contract and email re same; Review of revised estimated distribution and email re same; Review email with BDC counsel.	0.3
	2026-02-11	Emails with counsel; Internal emails re claims process; Review/comment on SRD and projected and consider same; Review of Court materials and file and prepare summary of potential reveivable transactions and email to K. Meyler re same; Review emails with BDC counsel; Emails/discussions with K. Fritsche re Telus transfer.	2.4
	2026-02-12	Emails with team; Attend conference call re status update and action plan for engagement; Discussion re 187 GST returns and other matters.	1.3
	2026-02-13	Discussion with L. Fritsche.	0.1

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2026-02-17	Review of request from purchaser re op costs, email with L. Fritsche; Review of GST in 187 and consider same, call with L. Fritsche; Prepare outline for report and instructions to L. Fritsche; Review/edit letter to directors re remaining assets.	1.2
	2026-02-18	Review/edit letter to directors; Email to Team.	1.4
	2026-02-20	Review/comment on various emails re Telus, payment machine account, WCB/other creditors, and other matters.	0.3
	2026-02-23	Various emails re CRA and payable matters.	0.2
	2026-02-25	Email re letter to directors re remaining assets for offering.	0.1
	2026-02-27	Email from L. Fritsche re report and payables.	0.1
TOTAL			109.2

Lorry Fritsche

	2025-10-01	Arrange for cheque processing; prepare correspondence to legal counsel re: repayment of receiver borrowings.	0.5
	2025-10-02	Emails with team re: payables; post payables; update EFT information for suppliers; download documents and reports from data room; email to data team re: same; emails to suppliers/third party re: forklift repairs.	2.1
	2025-10-06	Conference calls with team/management re: operations; review and process invoices for payment; prepare draft letter to supplies.	3.2
	2025-10-07	Emails with team re: payment of invoices; email to accountant re: same.	0.2
	2025-10-08	Post deposit and payables; email with accountant re: same; discussion with B. Scott re: sales process; prepare draft letters to suppliers, customers and employees re: ceasing operations.	2.3
	2025-10-09	Discussion with team re: operations; discussion with accountant re: benefits/employees; TCW and email with Manulife re: benefits.	1.7
	2025-10-10	Discussions with team and company re: operations wind down; TCW and emails with supplier re: order; emails with accountant re: supplier invoice; finalize correspondence to employees re: termination; attendance on site to terminate employees and meet with management.	5.3
	2025-10-10	Travel to/from premise near Sundre.	3.7
	2025-10-14	Emails with team and accountant re: payroll/suppliers; discussion with B. Scott re: operations.	0.5
	2025-10-15	Finalize and send correspondence to vendors re: ceasing operations; TCW and emails with accountant re: employee termination pay; discussions and emails with B. Scott re: termination, vendors and operations; emails with suppliers re: invoices/operations; review insurance information for property values.	4.1
	2025-10-16	TCW and emails with suppliers re: services; email to suppliers re: ceasing operations; email with accountant re: suppliers/services; review invoices for payment; post payroll.	3.4
	2025-10-17	Email to supplier re: invoices; email to employees re: termination of benefit coverage; email to Manulife/Sunlife re: termination of benefits; email to company re: premise checks/customer orders.	1.5
	2025-10-20	Finalize payables for payment; TCW and emails with accountant re: ROE's/T4's/WCB; TCW employees re: ROE/WEPP/benefits; finalize WEPP calculations; submit Receiver information to WEPP; review final ROE's; email to director re: CRA Web Access; email to suppliers re: accounts; email to creditor legal counsel re: correspondence received.	4.5

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-10-21	Email to insurance company re: operations; emails and TCW team re: WEPP/payables; emails with accountant re: payables/ROE's/T4's/WEPP; TCW benefit provider re: benefit coverage; prepare cash flow forecast; review and update payable listing.; arrange for CAFT payments; finalize and send correspondence to employees re: WEPP claim; submit WEPP claim information to Service Canada; prepare interim statement of receipts and disbursements.	8.4
	2025-10-22	TCW and emails with employees re: WEPP; update WEPP claim information; TCW and email with Manulife re: benefit termination; review draft 2025 T4's; prepare correspondence to employees re: T4's; email with accountant re: same; prepare draft contractor agreement.	2.8
	2025-10-23	Review correspondence received from creditor; email to K. Meyler and B. Scott re: same; finalize contractor agreement; TCW and email with contractor re: services; review draft court report; finalize correspondence re: AR; co-ordinate preparation of AR correspondence to customers; review information for fee affidavit; emails with accountant re: GST/WCB/accounting matters.	4.1
	2025-10-24	TCW with security re: site visit; email to B. Scott and K. Meyler re: same; conference call with company re: site; emails to customers re: ceasing operations and outstanding accounts; emails with accountant re: same; email to employee re: WEPP.	3.8
	2025-10-25	Review and summarize outstanding supplier invoices; prepare interim statement of receipts and disbursements; review quarterly GST information.	6.0
	2025-10-27	Update forecast; review payables for approval; review quarterly GST return; emails with supplier re: ceasing operations; email with accountant re: accounting matters; TCW A/R customer re: payment; email with insurance company re: policy; print draft proof of claim; prepare summary of professional fees; prepare documents for court report; finalize statement of receipts and disbursements; emails with B. Scott and K. Meyler re: court documents.	7.0
	2025-10-28	Emails with accountant re: A/R; update summary of offers received; review court material; TCW and email with employees re: WEPP; email from legal re: filed court documents.	3.2
	2025-10-29	Discussion with B. Scott re: suppliers/services; post payables; review WCB calculations; emails with accountant re: accounting matters; discussions with security re: site visit; email to team re: site visit. co-ordinate payment of invoices; discussion with B. Scott and K. Meyler re: inquiries from third party legal counsel; prepare summary of payments to related parties; email to employee re: WEPP.	5.0
	2025-10-30	Finalize and submit quarterly GST; review and update payable schedule; arrange for posting of court documents to website; review final schedule of auctioneer assets; email to company re: fire inspection.	2.1
	2025-10-31	Prepare payable requests; email to CFCU re: bank activity; review outstanding payables.	0.2
	2025-11-03	Review farm equipment asset list; co-ordinate PPR searches on same; email to CFCU re: wire; emails with banking re: wire; upload pictures of site visits; review shavings deliveries; co-ordinate and review updated schedule of shaving deliveries; emails customers re: payments on account; email with company re: supplier invoices; update accounts receivable tracking.	4.6
	2025-11-04	Email from supplier re: invoice; telephone calls and emails with A/R customers; prepare claims process documents for post receivership claims; review supplier listing; email to B. Scott re: same; attend locksmith re: premise key cutting; review draft newspaper ad re: post receivership claims process.	4.2
	2025-11-05	Travel to/from Sundre.	3.5

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-11-05	Attendance at premise to meet with auctioneer; review books and records on site; email with customer re: accounts receivable; email with accountant re: payments received/invoices; email with CFCU re: wire.	3.4
	2025-11-06	Review and update final creditor list for post receivership claims process; review newspaper ad; emails with team re: claims process; emails to creditors re: claims process; emails to suppliers re: cancellation of services/invoices; co-ordinate mailout of post receivership claims creditors without emails; discussion with accountant re: services; email with company re: employee WEPP.; email with new purchaser re: fire alarm monitoring.	5.3
	2025-11-07	TCW suppliers re: emails/website hosting; TCW and email with accountant re: same; TCW employee re: WEPP; TCW WEPP re: employee claim.	2.2
	2025-11-10	Emails with suppliers re: services; review employee WEPP information; TCW accountant re: suppliers; TCW company re: books and records/auction; TCW and email with auctioneer re : sale of assets; review correspondence received re: A/R payment; email to purchaser re: closing/auction.	2.8
	2025-11-12	TCW purchaser re: auction/closing; prepare list of key suppliers; attendance at premise re: books and records/discussion with auctioneer; assist employee with filing WEPP; pictures of site and assets.	5.8
	2025-11-12	Travel to/from Sundre re: site visit.	3.0
	2025-11-13	Discussion with B. Scott re: books and records/auctioneer; TCW A/R customer re: account; email to supplier re: proof of claim; TCW and email with auctioneer re: assets; email to purchaser re: closing/extension/suppliers; collection of accounts receivable; email to IT re: computer backups; move computers and books and records into storage room.	2.5
	2025-11-14	Review invoices for approval; email with M. Ganser re: supplier; TCW and emails with accountant re: payables; discussions with IT re: computer backups.	1.5
	2025-11-17	Review invoices for payment; email to B. Scott re: supplier invoices; prepare draft statement of adjustments on sale; email to legal counsel re: same; email to supplier re: cylinders on site; TCW and email with accountant re: payables/cancelling accounts.	2.1
	2025-11-18	TCW vendor re: post receivership claim; finalize payables; TCW CRA re: GST audit; prepare affidavit of mailing re: post receivership claims process; email to accountant re: accounts receivable; upload pictures from site visit; revise statement of adjustments; email from legal re: court approved orders/statement of adjustments; email to purchaser re: approved court orders; arrange for posting of court documents on website.	2.8
	2025-11-19	Emails with creditor re: post receivership claim; emails with legal counsel re: GST on sale; prepare draft GST indemnity; emails from creditors re: proof of claims; emails with accountant re: A/R and payables; review CRA online re: GST audit; email to A/R customer re: payment; email with supplier re: backup documentation.	2.2
	2025-11-20	Email with auctioneer re: assets; email to accountant re: Sage access; access Sage for backup; review claims received to date and provide update; email to company re: Kwik-Fab assets for auction; email with legal re: closing; finalize affidavit of mailing re: post receivership claims.	1.5
	2025-11-21	Review asset photos; email to T. Ganser re: assets/books and records; review and revise GST election form; email from CFCU re: account activity; email with A/R customer re: payment.	1.2
	2025-11-24	Upload site visits photos to server; review invoices for payment; update payable spreadsheet; email to legal re: closing of sale; email to accountant re: supplier invoice; review correspondence re: payable approvals.	3.2

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
 Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-11-25	TCW and email with auctioneer re: auction assets; emails with WEPP re: employee information; TCW accountant re: employee/accounting program; TCW utility companies re: cancellation of services; TCW purchaser re: utilities/keys; arrange for keys to be sent to purchaser; prepare and send correspondence to AR customer re: outstanding invoice; arrange for books and records to be sent to storage; emails with storage company re: books and records.	2.7
	2025-11-26	Update financial forecast; discussion with B. Scott re: estate update; TCW and email with purchaser re: utilities; email to utility supplier re: contract; TCW legal counsel re: wire information; arrange for transfer of deposit on sale of assets; email to auctioneer re: assets; email to creditor re: claims process.	2.3
	2025-11-27	Email to Versabank re: wire transfer; review auction website/auction; review and arrange for payment of invoices; emails with Versabank/CFCU re: wire transfers; emails to legal counsel re: payment to BDC.	1.5
	2025-11-28	Finalize payables; update payable spreadsheet; email to accounting re: wires; email to accountant re: supplier EFT payment.	1.3
	2025-12-02	Emails to vendors re: claims process; emails to vendors re: cancelation of accounts; email to auctioneer re: asset removal.	1.5
	2025-12-03	Emails with vendors re: accounts/proof of claims; prepare GST audit response; TCW and email with vendors re: cancellation of accounts/services; reminder emails to A/R customers re: outstanding amounts; finalize draft response to CRA re: GST audit.	2.7
	2025-12-04	Retrieve monthly bank statement; finalize draft response to CRA re: GST audit; update employee WEPP information re: payments.	0.9
	2025-12-05	Email with company re: supplier invoices; TCW vendor re: payment/claims process; review and summarize post receivership claims received; email to auctioneer re: auction.	2.8
	2025-12-08	Emails with purchaser/Enmax re: transfer of agreement.	0.2
	2025-12-09	TCW accountant re: payables.	0.2
	2025-12-10	Review and summarize post receivership claims received; emails with accountant/company re: payables; email to supplier re: operations; emails to creditors re: post receivership claims; update distribution forecast; revise correspondence to CRA re: GST audit; arrange for transfer of deposit on sale of assets to trust account.	3.5
	2025-12-11	Finalize and submit response to GST audit; TCW with CRA auditor re: same; email to accountant re: supplier; email to supplier re: cancelation of account.	0.9
	2025-12-12	Review invoices for payment; emails with auctioneer re: auction proceeds; email to CFCU re: same; TCW creditor re: receivership; co-ordinate payment of invoices; email with creditors re: cancellation of accounts; emails with new owner re: utilities.	2.3
	2025-12-15	Arrange for payment of invoices; email with Manulife re: benefits; email with accountant re: payables; review and update post receivership claims schedules; prepare draft disallowance/dispute notices; discussion with B. Scott re: same; review correspondence received from Service Canada re: WEPP payments.	6.0
	2025-12-17	Review invoices for payment; email from supplier re: account; update claims schedule; TCW CRA re: GST; email to accountant re: same; email to A/R customer re: banking information.	0.5
	2026-01-05	Email with accountant re: Telus; retrieve monthly bank statement; email to supplier re: equity refund.	0.3

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2026-01-06	Review Enmax invoices; email to team re: assignment of contract; review emails/invoices for claims; email to Telus and Enmax re: accounts; update employee WEPP information; update unsecured claim for Service Canada re: WEPP.	0.8
	2026-01-07	Review and submit WCB information; upload information for CRA re: GST audit; TCW CRA re: GST audit; emails with accountant re: invoices/GST; download CAFT reports/financial reporting from portal; co-ordinate access for SAGE.	1.9
	2026-01-08	TCW CRA re: GST audit; email to creditor re: claim received; email to CFCU re: wire transfer of remaining asset proceeds.	0.4
	2026-01-09	Discussions with B. Scott re: claims; review and prepare analysis for claim; review and send out final revision/disallowance notices.	7.0
	2026-01-12	Email to accountant and B. Scott re: SAGE; TCW SAGE re: access; email to supplier re: services.	0.5
	2026-01-13	Email with accountant re: SAGE/GST/AR; email to SAGE re: program renewal; TCW CRA re: GST audit; prepare payables; prepare draft affidavit of mailing; discussion with B. Scott re: A/R.	1.8
	2026-01-14	TCW and emails with accountant; email with CFCU re: bank activity.	0.3
	2026-01-15	Emails with CFCU re: sale of assets wire transfer; email to purchaser confirming receipt of holdback funds.; prepare affidavit of mailing notice of revisions and disallowances; TCW CRA and accountant re: GST audit.	0.8
	2026-01-19	Email from creditor re: claims dispute; prepare and send correspondence to A/R customers; TCW with CRA and accountant re: GST audit; prepare and upload information requested by CRA.	1.6
	2026-01-20	Email from CFCU re: bank activity; TCW and email to accountant re: bank activity/Telus. email and TWC Enmax regarding account transfer; TCW CRA re: GST audit; arrange for payment of invoices; prepare correspondence to post receivership claim vendors; prepare correspondence to vendor re: payment received; emails with supplier re: equipment on site/invoices; email to insurance company re: cancellation of policy.	2.0
	2026-01-21	Review pre-receivership payable information for GST audit; email to B. Scott re: same; email to third party re: property; TCW accountant re: Telus; TCW and email with WCB re: coverage; finalize and submit WCB 2025 annual report.	1.8
	2026-01-22	Finalize and send correspondence to creditor re: post receivership claim; finalize and send correspondence to customer re: returned payment; upload payable backup for accountant.	0.5
	2026-01-26	Arrange for deposit of accounts receivable payment; update A/R schedule.	0.1
	2026-01-28	Emails with insurance company re: insurance payments; emails from company re: mail received; prepare projected forecast; emails with accountant and suppliers re: accounts; arrange for payment of invoices; email with purchaser re: Telus/mail received; email with Enmax re: account transfer; finalize and upload correspondence to CRA re: assessment of pre-receivership GST; email to Servus re: statements/inactive account; attendance at Servus re: A/R deposit.	5.4
	2026-01-29	TCW and emails with accountant re: collection of A/R; TCW purchaser re: Telus/correspondence; email to Director re: Telus.	1.1
	2026-01-30	Email to Enmax re: revising agreement; TCW and email with new purchaser re: mail received.	0.2

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
 Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2026-02-02	Conference call with legal counsel; prepare summary of sale proceeds/distributions; email to Westview Co-op re: membership refund; discussion with team re: proceeds/distribution; review books and records re: tax returns.	3.6
	2026-02-03	TCW purchaser re: telephone line; email to director and company re: telephone line.	0.2
	2026-02-04	Email from Enmax re: agreement; emails with CFCU and customer re: wire payment; review CRA online re: outstanding tax returns; TCW CRA re: GST assessment; review 2024 and 2025 income statements; email to purchaser re: utilities.	1.0
	2026-02-05	Retrieve monthly bank statement; co-ordinated wire transfer to BDC; TCW Servus re: wire transfer; prepare draft correspondence to directors re: distributions/remaining items.	2.6
	2026-02-06	Email to Servus re: wires; email to supplier re: cylinder; email to BDC legal counsel re: distribution; discussion with accountant re: GST/A/R; prepare draft correspondence to directors re distributions/remaining items.	1.2
	2026-02-09	TCW accountant re: email/payables; finalize draft correspondence to directors re: assets; prepare draft correspondence to M. Ganser re: produced bags.	3.1
	2026-02-10	Update forecast; email to BDC legal counsel re: payment.	0.2
	2026-02-11	Review supplier invoices; TCW and email to purchaser re: supplier; email to insurance company re: refund; update forecast; email from legal re: invoices; discussion with B. Scott re: other assets.	2.0
	2026-02-12	TCW accountant re: emails/payables; reiew correspondence received from insurance company; email to supplier re: email issues.	0.9
	2026-02-13	Attendance at Servus re: deposit; email to supplier re: email exchange; TCW with accountant and discussion with B. Scott re: email exchange; email to former operations manager re: supplier cylinders.	0.5
	2026-02-17	Email to purchaser re: supplier/operatiing costs; email to B. Scott re: same.	0.6
	2026-02-18	Update draft correspondence to the directors; email to Telus re: transfer of telephone line; email with purchaser re: same.	0.9
	2026-02-19	Email to credit card processing company re: closing account; email to purchaser re: supplier.	0.3
	2026-02-20	Emails with accountant re: suppliers/WCB; email to B. Scott and WCB re: WCB refund; email to Helcim re: payment processing account; email to company re: equipment rental.	0.4
	2026-02-23	Prepare and send correspondence to Servus re: closing operating account; review correspondence received from CRA re: GST; email to supplier re: cyclinders; email to accountant re: payables/WCB; review claims process payments; prepare interim statement of receipts and disbursements.	2.7
	2026-02-25	Prepare draft court report and fee affidavit; email to purchaser re: supplier equipment; email to accountant re: supplier payments; email to WCB re: credit on account.	5.5
	2026-02-26	Review invoices for payment; email to supplier re: invoice.	0.5
	2026-02-27	Review invoices for payment; email to accountant re: operating account; email to Servus re: operating account; email to B. Scott re: draft court report/payables.	0.9
TOTAL			210.3

Laura Demchuk

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Time details (October 1, 2025 - February 28, 2026)

Name	Date	Description	Hours
	2025-10-08	Correspondence with L Fritsche re payables.	0.1
	2025-10-15	Process payables; email to D Lewis.	0.1
	2025-10-20	Print payables and scan support for file.	0.2
	2025-10-22	Record and process payables; record and post CAFTs and bill payments.	1.2
	2025-10-24	Mail cheques.	0.1
	2025-11-06	Correspondence with Postmedia, B Scott, L Fritsche, and S Singh re newspaper ads;	1.0
	2025-11-07	Correspondence with J Teuling of The Albertan re newspaper ad and corrections;	0.8
	2025-11-13	Save newspaper tear sheet to file.	0.1
	2025-11-18	Correspondence with L Fritsche re newspaper ads published.	0.1
	2025-11-26	Correspondence with L Fritsche re banking matters.	0.1
	2025-12-11	Draft payable requisition for approval.	0.1
	2025-12-12	Banking matters.	0.1
	2025-12-15	Banking matters.	0.1
	2025-12-18	Process payables; correspondence with M Kozlowski re banking matters.	0.2
	2025-12-19	Print cheques and scan support to file; mail cheques.	0.2
	2025-12-22	Banking matters; prepare courier.	0.1
	2026-01-13	Correspondence with L Fritsche; banking matters.	0.2
	2026-02-03	Record payables for processing.	0.2
	2026-02-04	Correspondence with D Lewis and M Kozlowski re payables processing; print and mail cheques; scan support to file.	0.3
	2026-02-06	Save banking support to file.	0.1
	2026-02-12	Banking matters.	0.1
TOTAL			5.5

1823741 Alberta Ltd. & 1872806 Alberta Ltd.
Disbursement details

Date	Description	Amount
2025-10-10	Milage: Travel to/from Sundre	\$ 173.33
2025-11-04	General Supplies: Always Affordable - Keys cut for Sundre premise	21.00
2025-11-05	Milage: Travel to/from Sundre	173.33
2025-11-05	General Supplies: Home Depot - Storage boxes for books and records	79.96
2025-11-12	Milage: Travel to/from Sundre	173.33
2026-01-12	Software: Accounting software	1,259.00
TOTAL		\$ 1,879.95