

COURT/ESTATE FILE NUMBER

24-3278321

COURT

COURT OF KING'S BENCH OF ALBERTA  
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE

EDMONTON

FILING PARTY

BDO CANADA LIMITED/  
BDO CANADA LIMITÉE

DOCUMENT

FORM 40

IN THE MATTER OF THE PROPOSAL OF  
1255261 ALBERTA LTD.



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ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT

**PROPOSAL TRUSTEE:**

BDO Canada Limited/BDO Canada Limitée  
920 – 10130 – 103 Street NW  
Edmonton AB T5J 3N9

Attention: David Lewis  
Phone: 780-441-2155  
Facsimile: 780-424-3222  
Email: dlewis@bdo.ca

**COUNSEL:**

OGILVIE LLP  
Barristers & Solicitors  
2800, 10220 – 103 Avenue  
Edmonton AB T5J 0K4

Attention: Susy Trace  
Phone: 780.429.6246  
Fax: 780.429.4453  
Email: strace@ogilvielaw.com  
File No.: 73178.1 ST

District of: Alberta  
 Division No. 01 - Edmonton  
 Court No. 24-3278321  
 Estate No. 24-3278321

**FORM 40**  
**Report of Trustee on Proposal**  
 (Section 59(1) and paragraph 58(d) of the Act)  
 In the Matter of the Proposal of  
 1255261 Alberta Ltd.  
 of the Hamlet of Nisku, in the Province of Alberta

We, BDO Canada Limited / BDO Canada Limitée, the trustee acting in the proposal of 1255261 Alberta Ltd., hereby report to the Court as follows:

1. That a proposal was filed with us on the 23rd day of October 2025 a copy of which is attached and marked as Exhibit "A", and that we filed a copy of the proposal with the official receiver on the 30th day of October 2025.
2. That on the 27th day of October 2025, we gave notice to the debtor, to the division office and to every known creditor affected by the proposal, whose names and addresses are shown in Exhibit "B" to this report, of the calling of a meeting of creditors to be held on the 6th day of November 2025 to consider the proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibits "C1", "C2" and "C3", respectively.
4. That prior to the meeting of creditors we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
5. That the meeting of creditors was held on the 6th day of November 2025, and was presided over by OSB or other appointed person.
6. That the proposal was accepted by the required majority of creditors.
7. That a copy of the minutes of the meeting is attached and marked as Exhibit "D".
8. That we are of the opinion that:
  - (a) the assets of the debtor and their fair realizable value are as follows:

Property Name	Estimated \$	Realizable \$
Furniture - Office furnitures, equipment, computers and software	265,000.00	0.00
Motor Vehicles - Automobile - . . . . .	420,000.00	0.00
<b>Total Property Value:</b>	<b>685,000.00</b>	<b>0.00</b>

- (b) the liabilities of the debtor are as follows:

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Abrasive Blast & Paint Inc.	0.00	0.00	0.00	0.00	95,867.42	0.00

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 1255261 Alberta Ltd.  
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Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
ABSA	0.00	0.00	0.00	0.00	58.50	58.50
Action Transportation Group	0.00	0.00	0.00	0.00	439.57	439.57
Advanced Bending Technologies	0.00	0.00	0.00	0.00	25,000.00	0.00
Apex Utilities Inc.	0.00	0.00	0.00	0.00	188.93	188.93
APL MACHINE TOOL LTD	0.00	0.00	0.00	0.00	2,195.65	2,195.65
Bell Mobility c/o FCT Default Solutions	0.00	0.00	0.00	0.00	450.98	450.98
Berja Meter & Controls Ltd.	0.00	0.00	0.00	0.00	779.10	779.10
Canadian Springs	0.00	0.00	0.00	0.00	1.00	1.00
Carry Steel	0.00	0.00	0.00	0.00	737.10	0.00
Challenger Fleet Management Services Ltd	0.00	0.00	0.00	0.00	19,339.82	-229.55
Chinook Fuels Ltd	0.00	0.00	0.00	0.00	1,131.09	1,131.09
CRA - Tax - Prairies - 843651126	0.00	0.00	0.00	0.00	1.00	1.00
Custom Cellular	0.00	0.00	0.00	0.00	200.00	200.00
CWB Group - Industry Services	0.00	0.00	0.00	0.00	307.13	307.13
D Jean Enterprise Ltd	0.00	0.00	0.00	0.00	48,957.30	0.00
Driving Force Inc.	0.00	0.00	0.00	0.00	1.00	1.00
Enverus Canada Inc.	0.00	0.00	0.00	0.00	129.95	129.95
Epcor	0.00	0.00	0.00	0.00	1,024.56	1,024.56
FieldCap	0.00	0.00	0.00	0.00	5,775.00	0.00
Firehawk Services Ltd.	0.00	0.00	0.00	0.00	80,955.00	0.00
General Crane Service & Supply Ltd	0.00	0.00	0.00	0.00	10,351.99	0.00
GT Metal Products Ltd.	0.00	0.00	0.00	0.00	201,909.20	0.00
Heartland Coatings Ltd.	0.00	0.00	0.00	0.00	383.25	383.25
ISN Software	0.00	0.00	0.00	0.00	3,832.50	3,832.50

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In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Kova Engineering LTD.	0.00	0.00	0.00	0.00	530.25	530.25
Leduc County	0.00	0.00	0.00	0.00	473.18	473.18
Linde Canada Inc	0.00	0.00	0.00	0.00	5,205.21	5,205.21
Miguel Morales	0.00	0.00	0.00	0.00	2,100.00	2,100.00
Ministry of Finance - Saskatchewan	0.00	0.00	0.00	0.00	791.89	791.89
Monaco Enterprises Limited	0.00	0.00	0.00	0.00	1.00	1.00
Overdrive Well Services Ltd	0.00	0.00	0.00	0.00	36,036.00	36,036.00
Park Derochie Inc.	0.00	0.00	0.00	0.00	3,465.00	0.00
Ricoh Canada Inc. - 735114685	0.00	0.00	0.00	0.00	732.60	732.60
Ricoh Canada Inc. - 735115866	0.00	0.00	0.00	0.00	421.95	421.95
RJ MACLEAN	0.00	0.00	0.00	0.00	436,216.24	-113,968.17
Rogers Business - 030-9215-2754	0.00	0.00	0.00	0.00	678.84	678.84
Russel Metals Inc.	0.00	0.00	0.00	0.00	23,331.00	0.00
Saskatchewan WCB	0.00	0.00	0.00	0.00	1.00	-260.40
SS Quality Systems INC	0.00	0.00	0.00	0.00	2,205.00	2,205.00
SureHire	0.00	0.00	0.00	0.00	658.75	658.75
Swift Oilfield Supply Inc	0.00	0.00	0.00	0.00	21,989.19	-19,097.50
Tax and Revenue Administration	0.00	0.00	0.00	0.00	1.00	1.00
Telus - 221832955 6	0.00	0.00	0.00	0.00	353.67	353.67
Telus Business Connect - 34489586	0.00	0.00	0.00	0.00	3,111.32	3,111.32
Telus Mobility Services - 31745909	0.00	0.00	0.00	0.00	2,752.77	2,752.77
Thorne & Thorne	0.00	0.00	0.00	0.00	798.91	798.91
TriQuest NDT	0.00	0.00	0.00	0.00	12,891.59	12,891.59
True Works Inc.	842,841.28	842,841.28	0.00	0.00	0.00	0.00

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 of the Hamlet of Nisku, in the Province of Alberta

Creditor Name	Secured \$		Preferred \$		Unsecured \$	
	SOA	Discrepancies	SOA	Discrepancies	SOA	Discrepancies
Van Leeuwen Pipe and Tube (Canada) Inc.	0.00	0.00	0.00	0.00	6,033.85	6,033.85
ViCan Technology Ltd.	0.00	0.00	0.00	0.00	1,470.00	1,470.00
Victory Equipment Rental	0.00	0.00	0.00	0.00	15.20	15.20
Viking CIP	0.00	0.00	0.00	0.00	104,223.00	104,223.00
WCB Workers Compensation Board of Alberta - 4303079	0.00	0.00	0.00	0.00	1.00	1.00
WeldWorld Gas & Supply Ltd	0.00	0.00	0.00	0.00	6,747.77	6,747.77
Yellow Pages	0.00	0.00	0.00	0.00	1,426.40	1,426.40
<b>Total :</b>	<b>842,841.28</b>	<b>842,841.28</b>	<b>0.00</b>	<b>0.00</b>	<b>1,174,680.62</b>	<b>67,229.74</b>

9. That we are also of the opinion that:

(a) the causes of the insolvency of the debtor are as follows:

Business failure

Other

The business had a significant customer who would not pay its bill for the work completed by the Company. As such, the Company was unable to pay its bills related to this project. In addition, the bank the Company was using pulled its financing due to the customer not paying the Company.

(b) the conduct of the debtor is subject to censure in the following respects:

Not application

(c) the following facts, mentioned in section 173 of the Act, may be proved against the debtor:

10. That we are further of the opinion that the debtor's proposal is an advantageous one for the creditors, for the following reasons:

Proposal allows the unsecured creditors to receive approximately \$0.20 on the dollar. In a bankruptcy, the unsecured creditors would not receive any payment on their debt.

11. That we forwarded a copy of this report to the official receiver on this day.

District of: Alberta  
Division No. 01 - Edmonton  
Court No. 24-3278321  
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In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

Dated at the City of Edmonton in the Province of Alberta, this 6th day of November 2025.

BDO Canada Limited / BDO Canada Limitée - Licensed  
Insolvency Trustee



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920 - 10130 103 Street NW  
Edmonton AB T5J 3N9  
Phone: (780) 424-3434

District of: Alberta  
 Division No. 01 - Edmonton  
 Court No. 24-3278321  
 Estate No. 24-3278321

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 1255261 Alberta Ltd.  
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List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Abrasive Blast & Paint Inc.	1207 16 Ave Nisku AB T9E 0A8		95,867.42
Action Transportation Group	P.O. Box 92038 Meadowbrook RPO Edmonton AB T6T 1N1		439.57
Advanced Bending Technologies	27372 Gloucester Way Langley BC V4W 4A1		25,000.00
APL MACHINE TOOL LTD	6311 -76 Avenue Bay # 6 Edmonton AB T6B 0A7		2,195.65
Bell Mobility c/o FCT Default Solutions	PO Box 2514, Stn B London ON N6A 4G9		450.98
Berja Meter & Controls Ltd.	831 - 77 Ave NW Edmonton AB T6P 1S9		779.10
Carry Steel	5815 - 75th Street Edmonton AB T6E 0T3		737.10
Challenger Fleet Management Services Ltd.	c/o Rackel & Company LLP Suite 100, 10230 142 Street Edmonton AB T5N 3Y6		19,339.82
Chinook Fuels Ltd	160 MacKay Crescent Fort McMurray AB T9H 4W8		1,131.09
CWB Group - Industry Services	#T46035 PO Box 46035 Postal Station A Toronto ON M5W 4K9		307.13
D Jean Enterprise Ltd	Box 145 Chard AB T0P 1G0		48,957.30
Epcor	PO Box 500 Edmonton AB T5J 3Y3		1,024.56
FieldCap	#314-30 Springborough Blvd. Calgary AB T3H 0N9		5,775.00
Firehawk Services Ltd.	160 Mountain Avens Crescent Fort McMurray AB T9K 0J6		80,955.00
General Crane Service & Supply Ltd	505 22 Ave Nisku AB T9E 1P4		10,351.99
GT Metal Products Ltd.	5616 Gateway Blvd NW Edmonton AB T6H 2H5		201,909.20
Heartland Coatings Ltd.	PO Box 3301 Fort Saskatchewan AB T8L 2T3		383.25
ISN Software	c/o Lockbox 310390 PO Box 578, Stn M Calgary AB T2P 2J2		3,832.50

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 1255261 Alberta Ltd.  
 of the Hamlet of Nisku, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Kova Engineering LTD.	4404 94 Street NW Edmonton AB T6E 6T7		530.25
Leduc County	101, 1101 5 St. Nisku AB T9E 2X3		473.18
Linde Canada Inc	PO BOX 2531 STN M Calgary AB T2P 0S6		5,205.21
Miguel Morales	415 Songhurst Pl. Leduc AB T9E 0P7		2,100.00
Ministry of Finance - Saskatchewan Collection Enforcement Department	PO Box 200 Regina SK S4P 2Z6		791.89
Overdrive Well Services Ltd	P.O. Box 522 St. Walburg SK S0M 2T0		36,036.00
Park Derochie Inc.	11835 28 St. NE Edmonton AB T6S 1C8		3,465.00
Ricoh Canada Inc.	C/O T46053 PO Box 46053, STN A Toronto ON M5W 4K9	735114685	732.60
Ricoh Canada Inc.	C/O T46053 PO Box 46053, STN A Toronto ON M5W 4K9	735115866	421.95
RJ MACLEAN	Unit # 115 1-Goertz Avenue Stony Plain AB T7Z 0H6		436,216.24
Rogers Business	PO Box 2468 Stn Main Calgary AB T2P 4Y2	030-9215-2754	678.84
Russel Metals Inc.	7016-99 STREET NW Edmonton AB T6E 3R3		23,331.00
SS Quality Systems INC	1943 120 St. SW Edmonton AB T6W 0A8		2,205.00
SureHire	213 625 Parsons Rd. SW Edmonton AB T6X 0N9		658.75
Swift Oilfield Supply Inc	C/O Reynolds Mirth Richards & Farmer LLP 1800, 10220 103 Avenue NW Edmonton AB T5J 0K4		21,989.19
Telus	PO BOX 7575 Vancouver BC V6B 8N9	221832955 6	353.67
Telus Business Connect	PO Box 8950 Stn Vancouver BC V6B 3C3	34489586	3,111.32

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 In the Matter of the Proposal of  
 1255261 Alberta Ltd.  
 of the Hamlet of Nisku, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Telus Mobility Services c/o General Credit Services Inc.	Insolvency Management Services (IMS) Box 3780, VMPO Vancouver BC V6B 3Z1	31745909	2,752.77
Thorne & Thorne	9906 Sutherland St. Fort McMurray AB T9H 1V4		798.91
TriQuest NDT	7425 107 Ave. SE Calgary AB T2C 5N6		12,891.59
True Works Inc.	8520 104 Street NW Edmonton AB T6E 4G4		842,841.28
Van Leeuwen Pipe and Tube (Canada) Inc.	2875 64 Ave Edmonton AB T6P 1R1		6,033.85
ViCan Technology Ltd.	9948 81 Ave. Edmonton AB T6E 1W6		1,470.00
Viking CIP	960 Boulder Blvd Stony Plain AB T7Z 0E6		104,223.00
WeldWorld Gas & Supply Ltd	7506 - 42 St Leduc AB T9E 0R8		6,747.77
Yellow Pages	Case Postale 11788 Succursale Centre Ville Montreal QC H3C 0C2		1,426.40
<b>Total</b>			2,016,922.32

**Exhibit A – Proposal**

District of Alberta  
Division No. 01-Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

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**IN THE MATTER OF THE DIVISION I PROPOSAL OF**  
**1255261 ALBERTA LTD.**  
**DIVISION I PROPOSAL**  
*(Section 50 of the Bankruptcy and Insolvency Act)*

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**TABLE OF CONTENTS**


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	<u>Page</u>
<b>Contents</b>	
<b>Article I. DEFINITIONS.....</b>	<b>3</b>
<b>Article II. INSOLVENT PERSON .....</b>	<b>4</b>
<b>Article III. PURPOSE AND EFFECT OF PROPOSAL .....</b>	<b>4</b>
<b>Article IV. MEETING OF CREDITORS.....</b>	<b>5</b>
<b>Article V. ADMINISTRATION OF THE PROPOSAL .....</b>	<b>5</b>
<b>Article VI. SECURITY IN SUPPORT OF PROPOSAL.....</b>	<b>6</b>
<b>Article VII. DEFAULT BY INSOLVENT PERSON IN PERFORMANCE OF PROPOSAL</b>	<b>6</b>
<b>Article VIII. DEFINITION OF CREDITOR CLAIMS .....</b>	<b>6</b>
<b>Article IX. AFFECTING CANADA REVENUE AGENCY (“CRA”).....</b>	<b>7</b>
<b>Article X. ARRANGEMENTS AFFECTING CERTAIN CREDITORS.....</b>	<b>8</b>
<b>Article XI. ARRANGEMENTS AFFECTING CERTAIN CROWN CLAIMS .....</b>	<b>9</b>
<b>Article XII. ARRANGEMENTS AFFECTING SECURED CREDITORS .....</b>	<b>9</b>
<b>Article XIII. ARRANGEMENTS AFFECTING EMPLOYEES AND FORMER EMPLOYEES</b>	<b>10</b>
<b>Article XIV. ARRANGEMENTS AFFECTING DIRECTOR’S LIABILITIES.....</b>	<b>10</b>
<b>Article XV. ARRANGEMENTS AFFECTING PREFERRED CREDITORS .....</b>	<b>10</b>
<b>Article XVI. ARRANGEMENTS AFFECTING UNSECURED CREDITORS .....</b>	<b>10</b>
<b>Article XVII. VALUATION OF CLAIMS, VOTING AND APPLICABLE DATES..</b>	<b>12</b>
<b>Article XVIII. MODIFICATIONS AND AMENDMENTS .....</b>	<b>13</b>
<b>Article XIX. NOTICE.....</b>	<b>13</b>

District of Alberta  
Division No. 01-Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

**Form 35**

**IN THE MATTER OF THE DIVISION I PROPOSAL OF**

**1255261 ALBERTA LTD.**

**AN INSOLVENT PERSON**

**DIVISION I PROPOSAL**

*(Section 50 of the Bankruptcy and Insolvency Act)*

**Article I. DEFINITIONS**

**1.1 Definitions**

In this Proposal, the following words and phrases shall have the following respective meanings:

- a) **“Acceptance”** means the acceptance of the Proposal by the Creditors and the ratification of the Proposal by the Court;
- b) **“Act”** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- c) **“Certain Crown Claims”** means those Creditors defined in Article 7.2 hereof;
- d) **“Claims”** has the meaning ascribed thereto in the Act;
- e) **“Court”** means the Court of King’s Bench of Alberta in Bankruptcy and Insolvency;
- f) **“Creditor”** or **“Creditors”** means the creditors of 1255261 Alberta Ltd. affected by the Proposal but specifically excluding True Works Inc.;
- g) **“Director’s Liability”** means the liability of the directors of 1255261 Alberta Ltd. in regard to those claims against 1255261 Alberta Ltd. defined in Article 7.5 hereof in respect of which the directors of 1255261 Alberta Ltd. are liable in their capacity as a director of 1255261 Alberta Ltd.;
- h) **“Insolvent Person”** means 1255261 Alberta Ltd. formerly known as On Site Projects Ltd.;
- i) **“Meeting of Creditors”** means the meeting of Creditors scheduled to consider and vote on the Proposal;
- j) **“Notice of Meeting”** means the notice of the Meeting of Creditors forwarded to the Creditors;
- k) **“Preferred Creditors”** means all those Creditors of 1255261 Alberta Ltd. defined in Article 7.7 hereof;

- l) **“Proposal”** means the series of steps and arrangements contemplated herein, by which the debts and obligations owing by 1255261 Alberta Ltd. to the Creditors will be dealt with pursuant to Division I of Part III of the Act;
- m) **“Proposal Fund”** shall mean the fund of money paid by 1255261 Alberta Ltd. to the Trustee, by way of the liquidation of all of its assets, for the purpose of distribution to the Creditors of 1255261 Alberta Ltd. in accordance with the terms of this proposal. For greater clarity, the Proposal Fund shall be made up of the remaining net liquidation proceeds after payment is made to the Trustee pursuant to Article 5.4 and to True Works Inc. as outlined herein in Article 12;
- n) **“Proposed Implementation Date”** means the date that rights and obligations under the Proposal become effective and is the latest date upon which each of the following events has occurred:
  - i. the approval of the Proposal by the requisite majority in number and in value of the Creditors required under Division I of Part III of the Act has been obtained; and,
  - ii. an Order of the Court approving the Proposal has been obtained and the appeal period from such Order has expired or, if any appeal is taken from such Order, a final Order dismissing such appeal has been obtained;
- o) **“Proposal Valuation Date”** means September 25, 2025;
- p) **“Secured Creditors”** means those Creditors defined in Article 7.3 hereof;
- q) **“1255261 Alberta Ltd.”** means 1255261 Alberta Ltd.;
- r) **“Termination Date”** means the date upon which the claims of all Creditors have been satisfied in accordance with the Proposal or otherwise satisfied;
- s) **“Trustee”** means BDO Canada Limited, licensed insolvency trustee under the Proposal;
- t) **“Unsecured Creditors”** means those Creditors defined in Article 7.8 hereof;
- u) **“Valued Claim”** means the claim of a creditor as of the Proposal Valuation Date which has been valued by the Trustee; and
- v) **“Wage Claims”** means the claims advanced against 1255261 Alberta Ltd. by those Creditors defined in Article 7.4 hereof;

## **Article II. INSOLVENT PERSON**

- 2.1 1255261 Alberta Ltd., the Insolvent Person, hereby submits the following Proposal pursuant to the Act.

## **Article III. PURPOSE AND EFFECT OF PROPOSAL**

- 3.1 The purpose of the Proposal is to allow the Insolvent Person the opportunity to offer a compromise to its Creditors of their claims against the Insolvent Person.

- 3.2 The Insolvent Person wishes to permit the Creditors to achieve a recovery on their claims against the Insolvent Person which is superior to that which the Creditors are expected to achieve in the event that the Insolvent Person was to become bankrupt.
- 3.3 The Proposal will become effective on the Proposal Implementation Date, on which date the claims of the Creditors will be compromised in accordance with the terms hereof.

#### **Article IV. MEETING OF CREDITORS**

- 4.1 The Creditors shall be given formal notice to attend a Meeting of Creditors as outlined in the Notice of Meeting.

#### **Article V. ADMINISTRATION OF THE PROPOSAL**

- 5.1 The Creditors, with the consent of the Insolvent Person, may include such additional provisions or terms in the Proposal with respect to the supervision of the affairs of the Insolvent Person as they may deem advisable.
- 5.2 The Creditors may appoint one or more, but no more than five, inspectors of the Proposal of the Insolvent Person.
- 5.3 The Proposal shall be terminated upon the date on which the claims of all Creditors have been satisfied pursuant to the terms of the Proposal, or upon the bankruptcy of the Insolvent Person, or upon default under the terms of the Proposal by the Insolvent Person.
- 5.4 Professional Fees of the Trustee shall be paid in priority to the claims of all Creditors. The Trustee's fees and expenses will be calculated as follows:
- a) 10 per cent of the monies distributed to the Creditors and to True Works Inc. under the Proposal, payable on the distribution of the monies;
  - b) The fee for filing a Division I Proposal;
  - c) The fee payable as the Superintendent's levy for distribution;
  - d) The fee payable to the registrar; and,
  - e) The amount of applicable federal and provincial taxes for goods and services.
- 5.5 The Professional Fees shall be submitted to the Court for approval and taxation with the Trustee's Final Statement of Receipts and Disbursements pursuant to the *BIA*. Notwithstanding the requirement for taxation of the Professional Fees at the end of the administration of the Proposal, the Trustee will be at liberty to draw the Professional Fees on a monthly basis at the discretion of the Trustee (if required) in order to cover the costs of administration of this Proposal.

## **Article VI. SECURITY IN SUPPORT OF PROPOSAL**

- 6.1 Pursuant to Section 59.3 of the Act, upon approval of this proposal by the Creditors, the Insolvent Person shall pay the deposit given from the auction company of 25% of the net minimum guarantee to the Trustee to serve as reasonable security in support of this proposal.

## **Article VII. DEFAULT BY INSOLVENT PERSON IN PERFORMANCE OF PROPOSAL**

- 7.1 The Insolvent Person shall be in default of its obligations under the Proposal in the event that:
- a) it has not paid the full amount of the Proposal Fund to the Trustee on or before the date specified in Article 16 hereof for such payment to be made; or
  - b) the Insolvent Person shall have failed to comply with the requirements of Articles 9.3, 9.4 or 9.5 hereof on or before the dates therein specified.
- 7.2 Where default is made in the performance of any provision of the Proposal and the default is not remedied by the Insolvent Person or waived by the Inspectors, or in the absence of inspectors, by the Trustee or a majority of the Creditors as defined in dollar value of proven claims, within thirty (30) days immediately following the default, the Trustee shall so inform all of the Creditors and the Official Receiver in the manner prescribed pursuant to the Act.
- 7.3 In the absence of inspectors, the Trustee shall have the power to extend the time for the making of any payment required to be made pursuant to this Proposal.

## **Article VIII. DEFINITION OF CREDITOR CLAIMS**

- 8.1 The claims of Creditors shall have the respective definitions provided in this Article 8.
- 8.2 “Certain Crown Claims” shall mean any claim of His Majesty in the Right of Canada or a Province or Territory of all amounts of a kind that could be subject to a demand under:
- a) subsection 224(1.2) of the *Income Tax Act*;
  - b) any provision of the *Canada Pension Plan* or the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act*; and,
  - c) any substantially similar provincial or territorial legislation that has a similar purpose to the subsection 224(1.2) of the *Income Tax Act*.
- 8.3 “Secured Creditor” means a person holding a mortgage, hypothec, pledge, charge, security interest or lien on or against the property of the Insolvent Person or any part of that property as security for a debt due or accruing due to the person from the Insolvent Person, or a person whose claim is based on, or secured by, a negotiable instrument held as collateral security and in respect of which the Insolvent Person is only indirectly or secondarily liable.

- 8.4 **“Wage Claim”** includes any claim of employees and former employees of 1255261 Alberta Ltd. for amounts equal to the amounts that such employees may be qualified to receive pursuant to subsection 136(1)(d) of the Act as at the time of the filing of the Notice of Intention (September 25, 2025) or of filing the Proposal.
- 8.5 **“Director’s Liability Claims”** includes any claim for obligations of the Insolvent Person where the claim extends to the directors of the Insolvent Person and such directors are by law personally liable in their legal capacity as director of the Insolvent Person for:
- a) Certain Crown Claims as defined in Article 8.2 hereof;
  - b) Wage Claims as defined in Article 8.4 hereof;
  - c) Goods and Services Tax (“GST”) claims as defined pursuant to the *Excise Tax Act*;
  - d) WCB premiums as directed under any Provincial or Territorial Workers’ Compensation Act; and,
  - e) Any claim respecting any environmental contamination or condition under any federal, provincial or territorial environmental act.
- 8.6 For greater certainty, **“Director’s Liability Claims”** excludes any claims that relate to obligations arising out of contractual obligations or claims that are based on allegations of misrepresentation or wrongful or oppressive conduct.
- 8.7 **“Preferred Creditor”** includes any creditor with a claim defined pursuant to subsection 136(1) of the Act. However, **“Preferred Creditor”** shall exclude any person advancing a Wage Claim.
- 8.8 **“Unsecured Creditor”** includes all persons to whom the Insolvent Person owes any obligations of any nature and kind whatsoever, whether due or not due for payment at the time of the filing of the Notice of Intention (September 25, 2025) and including contingent or unliquidated claims arising out of any transactions entered into by the Insolvent Person prior to the time of the filing of the Notice of Intention, save and except for the claims of Secured Creditors, Wage Claims, Certain Crown Claims and the claims of Preferred Creditors.

#### **Article IX. AFFECTING CANADA REVENUE AGENCY (“CRA”)**

- 9.1 All of the Insolvent Person’s outstanding goods and services taxes (GST), including interest and penalty charges thereon, accruing due or payable for the current fiscal year up to and including the day preceding the filing of the Notice of Intention shall be included in this Proposal. Any adjustments, assessments or reassessments (if any) made by CRA for claims filed by the Insolvent Person prior to the date of the Notice of Intention in relation to GST shall be considered an adjustment, assessment or reassessment in relation to the pre-proposal period.
- 9.2 No further interest or penalties shall accrue, or be applied, as against all pre-filing amounts of Crown Claims Indebtedness owed to the CRA by the Insolvent Person.
- 9.3 The Insolvent Person shall comply with the *Income Tax Act* and the *Excise Tax Act* and all other applicable tax related matters including, but not necessarily limited to, the filing of all pertinent statutory returns on or before the date upon which the returns become due and the payment of all monies for income tax, GST and source deductions, including the employer’s portion where application, on or before the date upon which the payments become due. The sole responsibility

for monitoring the compliance with this provision rests with CRA and should the Insolvent Person complete the monetary component of this proposal and the Trustee has not been advised by CRA that the Insolvent Person is not compliant, the Trustee will be at liberty to issue the Certificate of Full Performance of Proposal to the Insolvent Person.

- 9.4 The Insolvent Person shall, commencing no later than thirty (30) days following Court approval of the Proposal, file GST returns with CRA on a monthly basis on or before the 15<sup>th</sup> day of the following month and shall remit any balance payable upon filing the said GST returns. The monthly filing of GST returns and the monthly payment of any and all amounts due upon filing the GST return shall continue for the complete term of the Proposal. If the Insolvent Person has an existing requirement to file GST returns on a quarterly basis with CRA rather than a monthly basis, references in this provision to monthly should be understood to be quarterly in accordance with the existing requirements between CRA and the Insolvent Person. The sole responsibility for monitoring the compliance with this provision rests with CRA and should the Insolvent Person complete the monetary component of this proposal and the Trustee has not been advised by CRA that the Insolvent Person is not compliant, the Trustee will be at liberty to issue the Certificate of Full Performance of Proposal to the Insolvent Person.
- 9.5 The Insolvent Person shall, commencing no later than thirty (30) days following Court approval of the Proposal, file Employer Remittance Forms for all employee source deductions, which shall include the employer's portion where applicable, for Income Tax, Canada Pension Plan and Employment Insurance for all employees of the Insolvent Person on a monthly basis on or before the 15<sup>th</sup> day of the following month and shall remit all payments upon filing the said Employer Remittance Form. The monthly filing of the Employer Remittance Form and the monthly remittance of all amounts owing for source deductions including the employer's portion, where applicable, shall continue for the complete term of the Proposal. The sole responsibility for monitoring the compliance with this provision rests with CRA and should the Insolvent Person complete the monetary component of this proposal and the Trustee has not been advised by CRA that the Insolvent Person is not compliant, the Trustee will be at liberty to issue the Certificate of Full Performance of Proposal to the Insolvent Person.
- 9.6 CRA shall apply as a credit all remittances for GST and source deductions made by the Insolvent Person following the time of the filing of the Notice of Intention to the Insolvent Person's respective post Proposal tax accounts, with the exception of any one or more payments identified by the Insolvent Person as being payment of Certain Crown Claims as defined in Article 8.2 herein.
- 9.7 For greater certainty, CRA shall have no right of set off for any indebtedness of the Insolvent Person at the time of filing the Notice of Intention or filing the Proposal against any remittances made by the Insolvent Person or any federal, provincial or territorial income tax or GST refunds payable to the Insolvent Person for the period following the time of the filing of the Notice of Intention.

## **Article X. ARRANGEMENTS AFFECTING CERTAIN CREDITORS**

- 10.1 Any indebtedness incurred by the Insolvent Person for the provision of goods, services, supplies, or any other considerations subsequent to the filing of the Notice of Intention and prior to the approval of the Proposal by the Court shall be paid in full in the ordinary course of business from proceeds realized in relation to the business operations in priority only to the claims of the Unsecured Creditors as defined in Article 8.8 herein, existing at the time of the filing of the Notice of Intention.

- 10.2 Creditors dealing with the Insolvent Person following the time of the filing of the Notice of Intention shall have no right for set-off.

#### **Article XI. ARRANGEMENTS AFFECTING CERTAIN CROWN CLAIMS**

- 11.1 The claims defined in Article 8.2 hereof, comprised of all amounts outstanding at the time of the filing of the Notice of Intention or of filing the Proposal, shall be paid in full within six (6) months following Court approval of the Proposal or in an extended period of time if approved by His Majesty in Right of Canada as represented by CRA from proceeds realized in relation to the business operations in subordination to the Trustee's fees and disbursements.
- 11.2 The Insolvent Person shall remit payment directly to CRA for claims defined in Articles 8.2, hereof.

#### **Article XII. ARRANGEMENTS AFFECTING SECURED CREDITORS**

- 12.1 The sole Secured Creditor of the Insolvent Person, True Works Inc., is a non-arm's length party and, as such, will not be voting on the within Proposal and this within Proposal will not be made to it as a Secured Creditor. However, the Proposal made to the Unsecured Creditors as outlined in Article 16 is contingent on True Works Inc. agreeing to the following:
- i) *The Insolvent Person proposes to compromise its secured indebtedness with True Works Inc. as follows:*
    - a. Firstly, the Insolvent Person shall liquidate all of its assets, and from the net proceeds of such liquidation (the "Liquidation Proceeds"), True Works Inc. shall receive 60% of all utilities, insurance, rent and legal fees and other holdings costs incurred on behalf of the Insolvent Person incurred by True Works Inc. in preserving the assets of the Insolvent Person since March 1, 2025 (the "Holding Costs") to a maximum amount of \$120,000.00; and
    - b. Secondly, following payment of the Holding Costs to True Works Inc., the Insolvent Person shall pay to True Works Inc. an amount equal to 50% of the remaining Liquidation Proceeds (following payment of the Trustee's costs in accordance with Articles 5.4 and 16.6) up to a maximum amount of the proven claim of True Works Inc.; and
    - c. After the payment of the amounts set out in 12.1(i)(a)-(b), all remaining Liquidation Proceeds shall form the Proposal Fund.
  - ii) *True Works Inc. is required to prove to the Trustee the amounts owing by the Insolvent Person in respect of its secured claim, and the Insolvent Person is required to report the lump sum payments made to True Works Inc. as contemplated in Articles 12.1(i)(a)-(b) above, as they are made to enable the Trustee to monitor the amount outstanding at any given time. Once True Works Inc. is paid in full in accordance with Article 12.1 (i)(a)-(b) of the Proposal, no further payments will be due by the Insolvent Person to True Works Inc. in respect of its secured loan balance.*
- 12.2 The cooperation of True Works Inc. with the within Proposal, and its agreement to reduce its secured claim as detailed above in Article 12.1(i) above, is predicated on the Creditors, as part of

this Proposal, waiving their right to challenge the security of True Works Inc. as against the Insolvent Person.

### **Article XIII. ARRANGEMENTS AFFECTING EMPLOYEES AND FORMER EMPLOYEES**

- 13.1 The claims defined in Article 8.5 hereof of all amounts outstanding at the time of the filing of the Notice of Intention or of filing the Proposal, together with all amounts accrued due for services rendered after that date and before Court approval of the Proposal, shall be paid in full immediately following Court approval of the Proposal from proceeds realized in relation to business operations and in priority to the claims of all other Creditors, however, payment to wage claimants shall be subordinate to payment of the Trustee's fees and disbursements.
- 13.2 For greater certainty, the payment of the claims defined in Article 8.5 hereof shall be the sole responsibility of the Insolvent Person and the claims shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.
- 13.3 The Insolvent Person is not aware of any indebtedness to employees or former employees as defined in Article 8.5 hereof.

### **Article XIV. ARRANGEMENTS AFFECTING DIRECTOR'S LIABILITIES**

- 14.1 Upon the full performance of its terms of the Proposal, the directors of the Insolvent Person shall be released from all claims (including contingent claims and claims as defined in Article 8.5 hereof) that arose prior to the filing of the Notice of Intention or of filing the Proposal, but the directors of the Insolvent Person shall not be released from claims that relate to obligations arising out of contractual obligations or claims that are based on allegations of misrepresentation or wrongful or oppressive conduct.

### **Article XV. ARRANGEMENTS AFFECTING PREFERRED CREDITORS**

- 15.1 That the funds available for distribution in this Proposal shall be distributed to the Preferred Creditors (as defined in Article 8.7 hereof) in priority only to the Unsecured Creditors and the distribution of dividends to the Preferred Creditors shall be subordinate to payment of the Trustee's fees and disbursements.
- 15.2 The Insolvent Person is not aware of any indebtedness to Preferred Creditors as defined in Article 8.7 hereof.

### **Article XVI. ARRANGEMENTS AFFECTING UNSECURED CREDITORS**

- 16.1 Upon completion of the obligations of the Insolvent Person pursuant to the terms of this Proposal, all claims against the Insolvent Person, whether at law or in equity, shall be fully satisfied.
- 16.2 The Insolvent Person hereby offers to pay the following for distribution among Unsecured Creditors:

- i) **The Insolvent Person shall pay the Unsecured Creditors the amount of the Proposal Fund; and,**
  - ii) **The auction and sale of the property of the Insolvent Person shall be conducted by McDougall Auctioneers Ltd. and will take place on or before November 27, 2025 (the "Auction"), with the net auction proceeds (the "Auction Proceeds") to form part of the Liquidation Proceeds and to be distributed to the creditors as outlined herein. This is subject to court approval with an application to be heard on November 17, 2025, or as soon as possible thereafter, for approval the sale of the assets.**
- 16.3 The Liquidation Proceeds shall be delivered to the Trustee no later than January 31, 2026 for distribution to the proven creditors.**
- 16.4 The Insolvent Person reserves the right to payout this Proposal at any time without penalty.**
- 16.5 The Trustee shall distribute dividends, where applicable firstly to the Preferred Creditors as defined in Article 8.7 hereof, in priority only to the Unsecured Creditors, and finally the Unsecured Creditors as defined in Articles 8.8 on or before March 31, 2026, provided sufficient funds are available.**
- 16.6 The Trustee's fees and disbursements shall be paid in priority to the claims of all Creditors defined in Articles 8.2, 8.7 and 8.8 hereof and the claim of True Works Inc. (net of payment of the Holding Costs). The Trustee's fees shall be calculated in accordance with the time spent by the Trustee and its staff at the Trustee's standard rates for the individuals involved. All disbursements will be accumulated as incurred. For greater certainty, the Trustee's fees shall be paid from the Liquidation Proceeds prior to calculating each of True Works Inc.'s and the Unsecured Creditors shares of the Liquidation Proceeds.**
- 16.7 The Trustee's fees and disbursements shall be submitted to the Court for approval and taxation with the Trustee's Final Statement of Receipts and Disbursements pursuant to the Act. Notwithstanding the requirement for taxation of Trustee's fees at the end of the administration of this proposal, the Trustee will be at liberty to draw his fees and disbursements on a monthly basis at the discretion of the Trustee (if required) in order to cover the costs of administration of the proposal.**
- 16.8 Effective as of the Proposal Implementation Date, the Insolvent Person and each and every present and former shareholder, officer, director, employee, auditor, financial advisor, legal counsel and agent of the Insolvent Person and the Trustee (collectively "the Released Parties" and individually a "Released party") will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature that any of the Creditors may be entitled to assert (including any and all claims in respect of potential statutory liabilities of the former, present and future directors and officers of the Insolvent Person), whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Proposal Valuation Date relating to, arising out of or in connection with the Claims or the business and affairs of the Insolvent Person.**
- 16.9 Upon the Insolvent Person performing its obligations under the Proposal, the Trustee shall provide the Insolvent Person with a Certificate of Full Performance of the Proposal pursuant to section 65.3 of the BIA.**

- 16.10 Upon issuance by the Trustee to the Insolvent Person of a Certificate of Full Performance of the Proposal, the Insolvent Person will be released from all debts and liabilities, present or future, to which the Insolvent Person was subject on the Proposal Valuation Date, or to which the Insolvent Person has or may become subject after the Proposal Valuation Date by reason of any obligation incurred or any act or omission which occurred on or before the Proposal Valuation date (save and except for Claims against the Insolvent Person under section 178 of the Act), including claims against the Insolvent Person for indemnity and all unliquidated or contingent claims arising out of any transaction entered into by the Insolvent Person on or prior to the Proposal Valuation Date, regardless of whether or not a proof of claim was filed with the Trustee in respect of any such claim.
- 16.11 As required by section 60(2) of the Act, all monies payable under the Proposal shall be paid by the Insolvent Person to the Trustee, and shall thereafter be distributed by the Trustee in accordance with the Proposal and the Act.

## **Article XVII. VALUATION OF CLAIMS, VOTING AND APPLICABLE DATES**

- 17.1 The Claims of all Creditors who have proven claims against the Insolvent Person shall be valued as at the Valuation Date by the Trustee, at or before the Meeting of Creditors.
- 17.2 Proofs of claim, proxies and voting letters intended to be used at the Meeting of Creditors must be lodged with the Trustee prior to the Meeting of Creditors.
- 17.3 Creditors may vote their claims by either returning a properly completed voting letter to the Trustee prior to the Meeting of Creditors, or by attending at the Meeting of Creditors and voting in person or by proxy.
- 17.4 Pursuant to section 50(1.2) of the Act, and for the purposes of the Proposal, the Insolvent Person hereby makes this proposal to the Creditors and the Insolvent Person hereby designates such parties to whom it is making the Proposal into the following class of Creditors more particularly described below, namely:
- a) **Class One - Unsecured Creditors:** All Creditors with unsecured Claims against the Insolvent Person for debts and liabilities, present or future, including all Creditors claiming any one or more of the following types of debts or liabilities:
    - i. debts or liabilities to which the Insolvent Person was subject on the Proposal Valuation Date;
    - ii. debts or liabilities to which the Insolvent Person may in future become subject by reason of any obligation incurred by it or on its behalf on or before the Proposal Valuation Date;
    - iii. debts or liabilities arising from claims against the Insolvent Person for indemnity; and
    - iv. debts or liabilities arising from all unliquidated or contingent claims related to any act or omission of the Insolvent Person which occurred, or any transaction entered into by the Insolvent Person, on or before the Proposal Valuation Date.

## **Article XVIII. MODIFICATIONS AND AMENDMENTS**

- 18.1 The Trustee, with the approval of the Court and without notice to the Creditors, may agree to any modification or amendment to the Proposal after the Creditors have voted on the Proposal, including without limiting the generality of the foregoing, any extension of time for carrying out the terms of the Proposal or for taking any steps or proceedings hereunder, other than any mediation or amendments which would materially adversely affect the rights of any creditors.

## **Article XIX. NOTICE**

- 19.1 Unless otherwise indicated, any notice required or permitted to be given pursuant to the Proposal shall be sufficiently given or made if delivered, faxed, emailed or mailed by prepaid postage as follows:

To the Insolvent Person:

**1255261 Alberta Ltd.**  
9906 Sutherland Street  
Fort McMurray, AB T9H 1V4  
Email: [darin.kres@onsiteprojects.ca](mailto:darin.kres@onsiteprojects.ca)

Copy to Counsel for the Insolvent Person:

**Witten LLP**  
Barristers & Solicitors  
2500, 10303 Jasper Avenue NW  
Edmonton, AB T5J 3N6  
Attention: Bren R. Cargill  
Phone: (780) 701-3776  
Facsimile: (780) 429-2559  
Email: [bcargill@wittenlaw.com](mailto:bcargill@wittenlaw.com)

To the Trustee:

**BDO Canada Limited**  
920, 10130 103 Street  
Edmonton, AB T5J 3N9  
Attention: David Lewis  
Phone: (780) 441-2155  
Facsimile: (780) 424-3222  
Email: [dlewis@bdo.ca](mailto:dlewis@bdo.ca)

To the Creditors:


At their last known address according to the Insolvent Person or such other addresses as any of the foregoing may designate from time to time.

Any notice delivered as aforesaid shall be deemed to have been received when delivered, if delivered on a day other than Saturday, Sunday or statutory holiday, and otherwise on the next following business day. Any notice mailed as aforesaid shall be deemed to have been received on the 7<sup>th</sup> business day following the day on which such notice is mailed.

Dated at the City of Edmonton, in the Province of Alberta, this 23<sup>rd</sup> day of October 2025.

  
\_\_\_\_\_  
Witness

**1255261 Alberta Ltd.**  
Per: Darin Kresanoski

  
\_\_\_\_\_

**Exhibit B – Notice of the Creditors Meeting**



Tel: 780 424 3434  
Fax: 780 424 3222  
www.bdo.ca

BDO Canada Limited  
920, 10130 103 Street NW  
Edmonton, AB T5J 3N9

October 24, 2025

Division No.: 01 - Edmonton  
Court No.: 24-3278321  
Estate No.: 24-327831

TO ALL KNOWN CREDITORS OF 1255261 ALBERTA LTD., formerly known as ON SITE PROJECTS LTD.

Please be advised that the 1255261 Alberta Ltd. ("On Site") has lodged with the Trustee a proposal (the "Proposal") under the Bankruptcy and Insolvency Act ("BIA").

As required by Section 51(1) of the BIA, enclosed are the following documents:

- Notice of Hearing of Application for Court Approval of Proposal
- Certificate of Filing of a Proposal
- The Proposal
- The Trustee's Report on the Proposal
- Statement of Affairs
- Proof of Claim Form
- Proxy Form
- Voting Letter

A general meeting of creditors to consider the Proposal will be held at 9:00AM on November 6, 2025. Please note that the meeting of creditors will be via conference call. Should you wish to attend, you must file your proof of claim form with all supporting documentation prior to the scheduled meeting, at which time you may request the conference details required to attend.

In order to record your vote on the Proposal, a properly proven claim must be filed with the Trustee prior to the meeting of creditors. You may file your proof of claim, proxy form, and voting letter with the Trustee by e-mail ([ldemchuk@bdo.ca](mailto:ldemchuk@bdo.ca)), fax (780-424-3222), or regular mail. We encourage you to file these documents with our office as soon as possible to allow sufficient time for review prior to the meeting. We will reach out where corrections, changes, or additional information is required.

Creditors of any class who are qualified to vote may, by resolution, accept the Proposal as made, or as altered or modified at the meeting of creditors. If so accepted and if approved by the Court, the Proposal is binding on all creditors.

If you have any questions for Management, please contact them directly using your existing contact information. If you have any questions regarding the Proposal process, please do not hesitate to contact our office.

Yours truly,  
**BDO Canada Limited**  
In its Capacity as Proposal Trustee for  
**1255261 Alberta Ltd.**  
And not in its personal capacity

Per:

David Lewis, CPA, CIRP, LIT  
Senior Vice President

District of: Alberta  
Division No. 01 - Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

FORM 40.1  
Notice of Hearing of Application for Court Approval of Proposal  
(Paragraph 58(b) of the Act)

In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

In The Court of King's Bench of Alberta, in Bankruptcy and Insolvency.

In the matter of the proposal of 1255261 Alberta Ltd., a debtor.

Take notice that an application will be made to the court, at Law Courts Building 1A Sir Winston Churchill Square, Edmonton, Alberta, on the 19th day of November 2025, at 3:30 PM, to approve the proposal of 1255261 Alberta Ltd., accepted by the creditors at a meeting held on the 6th day of November 2025.

Dated at the City of Edmonton in the Province of Alberta, this 24th day of October 2025.

BDO Canada Limited / BDO Canada Limitée - Licensed  
Insolvency Trustee



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920 - 10130 103 Street NW  
Edmonton AB T5J 3N9  
Phone: (780) 424-3434



Industry Canada  
Office of the Superintendent  
of Bankruptcy Canada

Industrie Canada  
Bureau du surintendant  
des faillites Canada

District of: Alberta  
Division No.: 01 - Edmonton  
Court No.: 24-3278321  
Estate No.: 24-3278321

In the Matter of the Proposal of:

**1255261 Alberta Ltd.**

Debtor

**BDO CANADA LIMITED / BDO CANADA LIMITÉE**  
Licensed Insolvency Trustee

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Date of Proposal:	October 23, 2025	Security:	\$
Meeting of Creditors:	November 06, 2025, 09:00 (833) 215-3238,,926214185# ,, Alberta Canada,		
Chair:	Trustee		

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CERTIFICATE OF FILING OF A PROPOSAL - Section 62

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that:

- a proposal in respect of the aforementioned debtor was filed under section 62 of the *Bankruptcy and Insolvency Act*.

The aforementioned trustee is required:

- to provide to me, without delay, security in the aforementioned amount; and
- to send to all creditors, at least ten days prior to the meeting, a notice of a meeting of creditors, which will be held at the aforementioned time and place.

Date: October 24, 2025, 10:46

E-File/Dépôt Electronique

Official Receiver

Canada Place Building, 9700 Jasper Avenue NW, Suite 725, Edmonton, Alberta, Canada, T5J4C3, (877)376-9902

**Canada**

**Exhibit C1 – Statement of assets and liabilities**

District of: Alberta  
 Division No. 01 - Edmonton  
 Court No. 24-3278321  
 Estate No. 24-3278321

Original  Amended

-- Form 78 --  
 Statement of Affairs (Corporate Proposal)  
 (Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)  
 In the Matter of the Proposal of  
 1255261 Alberta Ltd.  
 of the Hamlet of Nisku, in the Province of Alberta

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 25th day of September 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases..

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

- |   |   |   |  |  |
|---|---|---|--|--|
| <input type="checkbox"/> Negative market conditions;      | <input type="checkbox"/> Foreign Exchange Fluctuations;           | <input checked="" type="checkbox"/> Economic Downturn;          | <input type="checkbox"/> Poor Financial Performance; | <input type="checkbox"/> Legal Matters (Provide details);  |
| <input type="checkbox"/> Lack of Working Capital/Funding; | <input type="checkbox"/> Competition;                             | <input type="checkbox"/> Legislated or Regulatory Restrictions; | <input type="checkbox"/> Natural Disaster;           | <input type="checkbox"/> Increased Cost of Doing Business; |
| <input type="checkbox"/> Overhead Increasing;             | <input type="checkbox"/> Faulty Infrastructure or Business Model; | <input type="checkbox"/> Unsuccessful Marketing Initiatives;    | <input type="checkbox"/> Personal Issues;            | <input type="checkbox"/> Poor Management;                  |
| <input type="checkbox"/> Faulty Accounting;               | <input type="checkbox"/> Tax Liabilities;                         | <input type="checkbox"/> Labour;                                | <input type="checkbox"/> Other (Please specify).     |  |

Provide relevant details:

ASSETS <small>(totals from the list of assets as stated and estimated by bankrupt/debtor)</small>	LIABILITIES <small>(totals from the list of liabilities as stated and estimated by bankrupt/debtor)</small>
1. Cash on hand <span style="float: right;">0.00</span>	1. Secured creditors <span style="float: right;">685,000.00</span>
2. Deposits in financial institutions <span style="float: right;">0.00</span>	2. Preferred creditors, securities, and priorities <span style="float: right;">0.00</span>
3. Accounts receivable and other receivables	3. Unsecured creditors <span style="float: right;">1,332,521.90</span>
Total amount <span style="float: right;">0.00</span>	4. Contingent, trust claims or other liabilities estimated to be provable for <span style="float: right;">0.00</span>
Estimated realizable value <span style="float: right;">0.00</span>	<hr/>
4. Inventory <span style="float: right;">0.00</span>	Total liabilities <span style="float: right;">2,017,521.90</span>
5. Trade fixtures, etc. <span style="float: right;">0.00</span>	<hr/>
6. Livestock <span style="float: right;">0.00</span>	Surplus <span style="float: right;">1,332,521.90</span>
7. Machinery and equipment <span style="float: right;">0.00</span>	<hr/>
8. Real property or immovables <span style="float: right;">0.00</span>	
9. Furniture <span style="float: right;">265,000.00</span>	
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.) <span style="float: right;">0.00</span>	
11. Vehicles <span style="float: right;">420,000.00</span>	
12. Securities (shares, bonds, debentures, etc.) <span style="float: right;">0.00</span>	
13. Other property <span style="float: right;">0.00</span>	
<hr/>	
Total of lines 1 to 13 <span style="float: right;">685,000.00</span>	
If debtor is a corporation, add:	
Amount of subscribed capital <span style="float: right;">100.00</span>	
Amount paid on capital <span style="float: right;">100.00</span>	
<hr/>	
Balance subscribed and unpaid <span style="float: right;">0.00</span>	
Estimated to produce <span style="float: right;">0.00</span>	
<hr/>	
Total assets <span style="float: right;">685,000.00</span>	
<hr/>	
Deficiency <span style="float: right;">-1,332,521.90</span>	
<hr/>	
Total value of assets located outside Canada included in lines 1 to 13 <span style="float: right;">0.00</span>	

List of Assets

Arrange by Nature of asset and number consecutively

No.	Nature of asset <sup>1</sup>	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification)
201	Furniture	n/a	<input type="checkbox"/>	Furniture - Office furnitures, equipment, computers and software	100.00	265,000.00	265,000.00	0.00	<input type="checkbox"/>
801	Vehicles	n/a	<input type="checkbox"/>	- - -	100.00	420,000.00	420,000.00	0.00	<input type="checkbox"/>
<b>Total</b>						<b>685,000.00</b>	<b>685,000.00</b>		

<sup>1</sup> Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Livestock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.

  
 Darin Kresanoski

22-Oct-2025  
 Date

**Exhibit C2 – List of Creditors**

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/P nonies	Contingent, trust claims or other liabilities	Total amount of claim				
1	Abrasive Blast & Paint Inc.	1207 16 Ave Nisku AB T9E 0A8	Accounts payable			95,867.42	0.00	0.00	0.00	95,867.42			0.00	<input type="checkbox"/>
2	ABSA	9410 20 Avenue Edmonton AB T6N 0A4	Accounts payable			58.50	0.00	0.00	0.00	58.50			0.00	<input type="checkbox"/>
3	Action Transportation Group	P.O. Box 92038 Meadowbrook RPO Edmonton AB T6T 1N1	Accounts payable			439.57	0.00	0.00	0.00	439.57			0.00	<input type="checkbox"/>
4	Advanced Bending Technologies	27372 Gloucester Way Langley BC V4W 4A1	Accounts payable			25,000.00	0.00	0.00	0.00	25,000.00			0.00	<input type="checkbox"/>
5	Apex Utilities Inc.	PO Box 2597 STN Main Calgary AB T2P 0C8	Accounts payable			188.93	0.00	0.00	0.00	188.93			0.00	<input type="checkbox"/>
6	APL MACHINE TOOL LTD	6311 -76 Avenue Bay # 6 Edmonton AB T6B 0A7	Accounts payable			2,195.65	0.00	0.00	0.00	2,195.65			0.00	<input type="checkbox"/>
7	Bell Mobility c/o FCT Default Solutions	PO Box 2514, Stn B London ON N6A 4G9	Other	N/A		450.98	0.00	0.00	0.00	450.98			0.00	<input type="checkbox"/>
8	Berja Meter & Controls Ltd.	831 - 77 Ave NW Edmonton AB T6P 1S9	Accounts payable			779.10	0.00	0.00	0.00	779.10			0.00	<input type="checkbox"/>
9	Canadian Springs	PO Box 4514 Stn A Toronto ON M5W 4L7	Accounts payable			1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
10	Carry Steel	5815 - 75th Street Edmonton AB T6E 0T3	Accounts payable			737.10	0.00	0.00	0.00	737.10			0.00	<input type="checkbox"/>

  
Dan Kresanoski

22-Oct-2025  
Date

FORM 78 -- Continued

List of Liabilities

No	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/P notes	Contingent, trust claims or other liabilities	Total amount of claim				
11	Challenger Fleet Management Services Ltd.	16635 111 Ave. NW Edmonton AB T5M 2S4	Accounts payable			19,339.82	0.00	0.00	0.00	19,339.82			0.00	<input type="checkbox"/>
12	Chinook Fuels Ltd	160 MacKay Crescent Fort McMurray AB T9H 4W8	Accounts payable			1,131.09	0.00	0.00	0.00	1,131.09			0.00	<input type="checkbox"/>
13	CRA - Tax - Prairies	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1	Corporate taxes	N/A		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
14	Custom Cellular	10304 100 St. Grande Prairie AB T8V 2M1	Accounts payable			200.00	0.00	0.00	0.00	200.00			0.00	<input type="checkbox"/>
15	CWB Group - Industry Services	#T46035 PO Box 46035 Postal Station A Toronto ON M5W 4K9	Accounts payable			307.13	0.00	0.00	0.00	307.13			0.00	<input type="checkbox"/>
16	D Jean Enterprise Ltd	Box 145 Chard AB T0P 1G0	Accounts payable			48,957.30	0.00	0.00	0.00	48,957.30			0.00	<input type="checkbox"/>
17	Driving Force Inc.	11025 184 Street NW Edmonton AB T5S 0A6	Accounts payable			1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
18	Enverus Canada Inc.	P.O. Box 12216, Station A Toronto ON M5W 0K5	Accounts payable			129.95	0.00	0.00	0.00	129.95			0.00	<input type="checkbox"/>
19	Epcor	PO Box 500 Edmonton AB T5J 3Y3	Accounts payable			1,024.56	0.00	0.00	0.00	1,024.56			0.00	<input type="checkbox"/>

  
 Darin Kresanoski

22-Oct-2025  
 Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/P notes	Contingent, trust claims or other liabilities	Total amount of claim				
20	FieldCap	#314-30 Springborough Blvd. Calgary AB T3H 0N9	Accounts payable			5,775.00	0.00	0.00	0.00	5,775.00			0.00	<input type="checkbox"/>
21	Firehawk Services Ltd.	160 Mountain Avens Crescent Fort McMurray AB T9K 0J6	Accounts payable			80,955.00	0.00	0.00	0.00	80,955.00			0.00	<input type="checkbox"/>
22	General Crane Service & Supply Ltd	505 22 Ave Nisku AB T9E 1P4	Accounts payable			10,351.99	0.00	0.00	0.00	10,351.99			0.00	<input type="checkbox"/>
23	GT Metal Products Ltd.	5616 Gateway Blvd NW Edmonton AB T6H 2H5	Accounts payable			201,909.20	0.00	0.00	0.00	201,909.20			0.00	<input type="checkbox"/>
24	Heartland Coatings Ltd.	PO Box 3301 Fort Saskatchewan AB T8L 2T3	Accounts payable			383.25	0.00	0.00	0.00	383.25			0.00	<input type="checkbox"/>
25	ISN Software	c/o Lockbox 310390 PO Box 578, Str M Calgary AB T2P 2J2	Accounts payable			3,832.50	0.00	0.00	0.00	3,832.50			0.00	<input type="checkbox"/>
26	Kova Engineering LTD.	4404 94 Street NW Edmonton AB T6E 6T7	Accounts payable			530.25	0.00	0.00	0.00	530.25			0.00	<input type="checkbox"/>
27	Leduc County	101, 1101 5 St. Nisku AB T9E 2X3	Accounts payable			473.18	0.00	0.00	0.00	473.18			0.00	<input type="checkbox"/>
28	Linde Canada Inc	PO BOX 2531 STN M Calgary AB T2P 0S6	Accounts payable			5,205.21	0.00	0.00	0.00	5,205.21			0.00	<input type="checkbox"/>
29	Miguel Morales	415 Songhurst Pl. Leduc AB T9E 0P7	Accounts payable			2,100.00	0.00	0.00	0.00	2,100.00			0.00	<input type="checkbox"/>

  
 Danni Kresanowski

22-Oct-2025  
 Date

FORM 78 - Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
30	Ministry of Finance - Saskatchewan Attn: Collection Enforcement Department	PO Box 200 Regina SK S4P 2Z6	Other	N/A		791.89	0.00	0.00	0.00	791.89			0.00	<input type="checkbox"/>
31	Monaco Enterprises Limited	23-26029 TWP RD 512 23 White Tail Way Parkland County AB T7Y 1B2	Owed rent			1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
32	Overdrive Well Services Ltd	P.O. Box 522 St. Walburg SK S0M 2T0	Accounts payable			36,036.00	0.00	0.00	0.00	36,036.00			0.00	<input type="checkbox"/>
33	Park Derochie Inc.	11835 28 St. NE Edmonton AB T6S 1C8	Accounts payable			3,465.00	0.00	0.00	0.00	3,465.00			0.00	<input type="checkbox"/>
34	Ricoh Canada Inc.	C/O T46053 PO Box 46053, STN A Toronto ON M5W 4K9	Accounts payable			732.60	0.00	0.00	0.00	732.60			0.00	<input type="checkbox"/>
35	Ricoh Canada Inc.	C/O T46053 PO Box 46053, STN A Toronto ON M5W 4K9	Accounts payable			421.95	0.00	0.00	0.00	421.95			0.00	<input type="checkbox"/>
36	RJ MACLEAN	Unit # 115 1-Goertz Avenue Stony Plain AB T7Z 0H6	Accounts payable			436,216.24	0.00	0.00	0.00	436,216.24			0.00	<input type="checkbox"/>
37	Rogers Business	PO Box 2468 Stn Main Calgary AB T2P 4Y2	Accounts payable			678.84	0.00	0.00	0.00	678.84			0.00	<input type="checkbox"/>

  
Dana Kresanowski

22-Oct-2025  
Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/P notes	Contingent, trust claims or other liabilities	Total amount of claim				
38	Russel Metals Inc.	7016-99 STREET NW Edmonton AB T6E 3R3	Accounts payable			23,331.00	0.00	0.00	0.00	23,331.00			0.00	<input type="checkbox"/>
39	Saskatchewan WCB	200-1881 Scarth Street Regina SK S4P 4L1	Other	N/A		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
40	SS Quality Systems INC	1943 120 St. SW Edmonton AB T6W 0A8	Accounts payable			2,205.00	0.00	0.00	0.00	2,205.00			0.00	<input type="checkbox"/>
41	SureHire	213 625 Parsons Rd. SW Edmonton AB T6X 0N9	Accounts payable			658.75	0.00	0.00	0.00	658.75			0.00	<input type="checkbox"/>
42	Swift Oilfield Supply Inc	Unit 200, 920-36 AVE Nisku AB T9E 1C6	Accounts payable			21,989.19	0.00	0.00	0.00	21,989.19			0.00	<input type="checkbox"/>
43	Tax and Revenue Administration Attn: Colleen Adair, Alberta Finance and Enterprise	9811 109th Street 6th Floor Edmonton AB T5K 2L5	Other	N/A		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
44	Telus	PO BOX 7575 Vancouver BC V6B 6N9	Accounts payable			353.67	0.00	0.00	0.00	353.67			0.00	<input type="checkbox"/>
45	Telus Business Connect	PO Box 8950 Stn Vancouver BC V6B 3C3	Accounts payable			3,111.32	0.00	0.00	0.00	3,111.32			0.00	<input type="checkbox"/>
46	Telus Mobility Services Attn: c/o General Credit Services Inc.	Insolvency Management Services (IMS) Box 3780, VMP O Vancouver BC V6B 3Z1	Other	N/A		2,752.77	0.00	0.00	0.00	2,752.77			0.00	<input type="checkbox"/>

  
Dan Kresanowski

22-Oct-2025  
Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
47	Thorne & Thorne	9906 Sutherland St. Fort McMurray AB T9H 1V4	Accounts payable			798.91	0.00	0.00	0.00	798.91			0.00	<input type="checkbox"/>
48	TriQuest NDT	7425 107 Ave. SE Calgary AB T2C 5N6	Accounts payable			12,891.59	0.00	0.00	0.00	12,891.59			0.00	<input type="checkbox"/>
49	True Works Inc.	8520 104 Street NW Edmonton AB T6E 4G4	General Security Agreement		17-Mar-2023	157,841.28	685,000.00	0.00	0.00	842,841.28	201,801		-157,841.28	<input type="checkbox"/>
50	Van Leeuwen Pipe and Tube (Canada) Inc.	2875 64 Ave Edmonton AB T6P 1R1	Accounts payable			6,033.85	0.00	0.00	0.00	6,033.85			0.00	<input type="checkbox"/>
51	ViCan Technology Ltd.	9948 81 Ave. Edmonton AB T6E 1W6	Accounts payable			1,470.00	0.00	0.00	0.00	1,470.00			0.00	<input type="checkbox"/>
52	Victory Equipment Rental	13204 146 St. Edmonton AB T5L 4W8	Accounts payable			15.20	0.00	0.00	0.00	15.20			0.00	<input type="checkbox"/>
53	Viking CIP	960 Boulder Blvd Stony Plain AB T7Z 0E6	Accounts payable			104,223.00	0.00	0.00	0.00	104,223.00			0.00	<input type="checkbox"/>
54	WCB Workers Compensation Board of Alberta Attn: Collection Department	PO Box 2415 Edmonton AB T5J 2S5	Other	N/A		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
55	WeldWorld Gas & Supply Ltd	7506 - 42 St Leduc AB T9E 0R8	Accounts payable			6,747.77	0.00	0.00	0.00	6,747.77			0.00	<input type="checkbox"/>

  
 Darin Kresanoski

22-Oct-2025  
 Date

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/P notes	Contingent, trust claims or other liabilities	Total amount of claim				
56	Yellow Pages	Case Postale 11788 Succursale Centre Ville Montreal QC H3C 0C2	Accounts payable			1,426.40	0.00	0.00	0.00	1,426.40			0.00	<input type="checkbox"/>
<b>Total</b>						<b>1,332,521.90</b>	<b>685,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,017,521.90</b>				

<sup>2</sup> Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

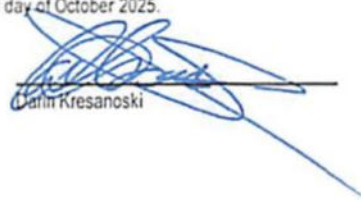
<sup>3</sup> Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

I, Darin Kresanoski, of the Hamlet of Ardrossan in the Province of Alberta, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 22nd day of October 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED) before me at the Hamlet of Sherwood Park in the Province of Alberta, on this 22nd day of October 2025.



David Lewis, Commissioner of Oaths  
For the Province of Alberta  
Expires March 21, 2027



Darin Kresanoski

**Exhibit C3 – Proof of Claim, Proxy and voting letter**

District of: Alberta  
Division No. 01 - Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

**FORM 31**  
**Proof of Claim**

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8),  
102(2), 124(2), 128(1), and paragraphs 51(1)(a) and 66.14(h) of the Act)

In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and email address (a mailing address must be provided in all cases):

Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contact person name or position: \_\_\_\_\_  
Telephone number for contact person: \_\_\_\_\_

In the matter of the proposal of 1255261 Alberta Ltd. of the Hamlet of Nisku in the Province of Alberta and the claim of \_\_\_\_\_, creditor,

I, \_\_\_\_\_ (name of creditor or representative of the creditor), of \_\_\_\_\_ (city and province), do hereby certify:

1. That I am a creditor of the above named debtor (or that I am \_\_\_\_\_ (state position or title) of \_\_\_\_\_, (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 25th day of September 2025, and still is, indebted to the creditor in the sum of \$ \_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of proposal.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the \_\_\_\_ day of \_\_\_\_\_, and that the last payment, if any, on this debt by the debtor to the creditor was made on the \_\_\_\_ day of \_\_\_\_\_, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the \_\_\_\_ day of \_\_\_\_\_, as follows:

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

A. Unsecured claim of \$ \_\_\_\_\_

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:

(Check appropriate description)

Regarding the amount of \$ \_\_\_\_\_, I do not claim a right to a priority.

District of Alberta  
Division No. 01 - Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

FORM 31 --- Continued  
In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(e) of the Act.
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(f) of the Act.
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(a) of the Act.
- Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

- B. Claim of Lessor for disclaimer of a lease of \$ \_\_\_\_\_**

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based)

- C. Secured claim of \$ \_\_\_\_\_**

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, the particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

- D. Claim by Farmer, Fisherman or Aquaculturist of \$ \_\_\_\_\_**

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_

(Attach a copy of sales agreement and delivery receipts)

- E. Claim by Wage Earner of \$ \_\_\_\_\_**

That I make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_.

That I make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_.

- F. Claim by Pension Plan for unpaid amount of \$ \_\_\_\_\_**

That I make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_.

That I make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_.

- G. Claim against Director of \$ \_\_\_\_\_**

(To be completed when a proposal provides for the compromise of claims against directors)

That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based)

- H. Claim of a Customer of a Bankrupt Securities Firm of \$ \_\_\_\_\_**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:

(Give full particulars of the claim, including the calculations upon which the claim is based)

District of Alberta  
Division No. 01 - Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

FORM 31 — Concluded  
In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:  
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

- Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

**Warning:** Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of creditor or representative

District of: Alberta  
Division No. 01 - Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

**FORM 36**

**Proxy**

(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

I, \_\_\_\_\_, of \_\_\_\_\_, a creditor in the above matter, hereby  
appoint \_\_\_\_\_, of \_\_\_\_\_, to  
be my proxyholder in the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without)  
power to appoint another proxyholder in his or her place.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Witness  
\_\_\_\_\_

\_\_\_\_\_  
Individual Creditor  
\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:  
BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

920 - 10130 103 Street NW  
Edmonton AB T5J 3N9  
Fax: (877) 454-0158  
E-mail: claims@bdo.ca

District of: Alberta  
Division No. 01- Edmonton  
Court No. 24-3278321  
Estate No. 24-3278321

FORM 37

Voting Letter  
(Paragraph 51(1)(f) of the Act)  
In the Matter of the Proposal of  
1255261 Alberta Ltd.  
of the Hamlet of Nisku, in the Province of Alberta

I, \_\_\_\_\_, creditor (or I, \_\_\_\_\_,  
representative of \_\_\_\_\_, creditor), of \_\_\_\_\_, a creditor in  
the above matter for the sum of \$ \_\_\_\_\_, hereby request the trustee acting with respect to the  
proposal of 1255261 Alberta Ltd., to record my vote \_\_\_\_\_ (for or against) the acceptance of the  
proposal as made on the 23rd day of October 2025.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Per

Return To:  
BDO Canada Limited / BDO Canada Limitée - Licensed Insolvency Trustee

\_\_\_\_\_  
920 - 10130 103 Street NW  
Edmonton AB T5J 3N9  
Fax: (877) 454-0158  
E-mail: claims@bdo.ca

**Exhibit D – Meeting Minutes**

**Court of King's Bench of Alberta**  
**Minutes of the First Meeting of Creditors**

In the Matter of the Division I Proposal of  
1255261 Alberta Ltd.  
Trustee appointed by Official Receiver

Province of Alberta  
District No.: 1 - Edmonton  
Estate No.: 24-3278321  
BDO Canada Limited

Location of meeting:  
Via Conference Call

Chairperson of meeting: David Lewis  
Date of meeting: November 6, 2025  
Time of meeting: 9:00 am

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**I. Present**

See attached attendance list.

**II. Quorum**

The Chairman examined the Proof of Claim and Proof of Notice of the meeting, and the meeting was duly convened.

There was a legally constituted quorum.

**III. The Chairperson called the meeting to order pursuant to Section 105(1) of *The Bankruptcy and Insolvency Act* for the purpose of affirming that appointment of the Licensed Insolvency Trustee.**

**IV. The following documents were tabled.**

- Statement of Affairs
- Proposal
- Trustee's Report on the Proposal
- Proof of "Service of Notice" of the meeting

**V. Notice of Meeting**

The Creditors moved to dispense with the reading of the Notice of Meeting.

Moved: Jennifer Mitchell (Russel Metals Inc.)

Seconded: Abrasive Blast & Paint Inc. (by proxy)

Motion carried

**VI. Trustee Affirmation**

The Creditors affirmed the appointment of BDO Canada Limited in its functions as Trustee in the subject proposal.

Moved: Jennifer Mitchell (Russel Metals Inc.)

Second: Stewart Ross (D Jean Enterprises Ltd.)

Motion carried

## **VI. Discussion of the Trustee's Report and Question Period**

None.

## **VII. Voting**

See voting summary. Proposal passes.

## **VIII. Inspector Nomination**

Jennifer Mitchell (Russel Metals Inc.) volunteers to act as Inspector and is deemed appointed.

## **IX. Meeting Summary**

There being no further business brought before the meeting, the meeting is terminated at 9:08am.

Moved: Stewart Ross (D Jean Enterprises Ltd.)

Seconded: Abrasive Blast & Paint Inc. (by proxy)

Motion carried

## **X. Appendices**

Attendance List

Proxy Holders List

Voting Summary

Trustee's Report on the Proposal



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Chairperson

## Attendance List

<b>Date:</b>	November 6, 2025
<b>Time:</b>	9:00 AM

<b>Debtor:</b>	1255261 Alberta Ltd.
<b>Signature:</b>	VIA TELEPHONE
<b>Estate No.:</b>	24-3278321

<b>BDO Canada Limited, Trustee Or Representative</b>	
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<b>Creditors Present or Represented:</b>		
<b>Name</b>	<b>Representing</b>	<b>Amount of Proven Claim</b>
David Lewis	BDO Canada Limited	
Laura Demchuk	BDO Canada Limited	
Darin Kresanoski	Director of 1255261 Alberta Ltd.	
Susy Trace	Counsel for BDO Canada Limited	
Bren Cargill	Counsel for 1255261 Alberta Ltd.	
Alex Mosaico	Counsel for True Works Ltd.	
Jennifer Mitchell	Russel Metals Inc.	\$23,331.00
Stewart Ross	D Jean Enterprises Ltd.	\$48,957.30
BDO Canada Limited	Abrasive Blast & Paint Ltd. (by proxy)	\$95,867.42

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**Proxy Holders**

**Estate Name:** 1255261 Alberta Ltd.  
**Estate Number:** 24-3278321  
**File Name:** 1255261 Alberta Ltd.

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<i>Creditor Name</i>	<i>Address</i>	<i>POC?</i>	<i>Total Liability</i>			<i>Proxy Holder</i>			
			<i>SOA \$</i>	<i>Filed \$</i>	<i>Voting \$</i>	<i>Name</i>	<i>Address</i>	<i>Telephone</i>	<i>E-mail</i>
Abrasive Blast & Paint Inc.	1207 16 Ave Nisku AB T9E 0A8	Yes	95,867.42	95,867.42	95,867.42	BDO Canada Limited	920 - 10130 103 Street NW Edmonton AB T5J 3N9	(780) 424-3434	
D Jean Enterprise Ltd	Box 145 Chard AB T0P 1G0	Yes	48,957.30	48,957.30	48,957.30	Stewart Ross	Box 145 Chard AB T0P 1G0	(780) 627-0432	lead@djeanent.com
Firehawk Services Ltd.	160 Mountain Avens Crescent Fort McMurray AB T9K 0J6	Yes	80,955.00	80,955.00	80,955.00	Jamie Miller	160 Moutain Avens Crescent Fort McMurray AB T9K 0J6	( ) - -	jamiemiller@firehawk kservices.ca
Russel Metals Inc.	7016-99 STREET NW Edmonton AB T6E 3R3	Yes	23,331.00	23,331.00	23,331.00	Jennifer Mitchell	7016 - 99 St NW Edmonton AB T6E 3R3	( ) - -	edmontoncredit@rus selmetals.com

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District of Alberta  
 Division No. 01 - Edmonton  
 Court No. 24-3278321  
 Estate No. 24-3278321

**Voting Summary**

In the Matter of the Proposal of  
 1255261 Alberta Ltd.  
 of the Hamlet of Nisku, in the Province of Alberta

Insolvency Date: 25-Sep-2025  
 Estate Number: 24-3278321

**Result of Voting**

Class	Total #		Dollar Value of Claims		Percentage by Votes		Percentage by Value		Result		
	Votes	Yes	No	Yes	No	Yes	No	Yes	No	By Votes	By Value
	10	10	0	1,032,495.08	0.00	100.00	0.00	100.00	0.00	App.	App.

**List of creditors**

Class	Creditor Name	Type	Account #	\$ Admitted for Voting	Voted By	Vote
	Abrasive Blast & Paint Inc.	U		95,867.42	Letter	For
	Advanced Bending Technologies	U		25,000.00		
	Carry Steel	U		737.10		
	Challenger Fleet Management Services Ltd.	U		19,569.37	Letter	For
	D Jean Enterprise Ltd	U		48,957.30		
	FieldCap	U		5,775.00	Letter	For
	Firehawk Services Ltd.	U		80,955.00	Letter	For
	General Crane Service & Supply Ltd	U		10,351.99	Letter	For
	GT Metal Products Ltd.	U		201,909.20	Letter	For
	Park Derochie Inc.	U		3,465.00	Letter	For
	RJ MACLEAN	U		550,184.41	Letter	For
	Russel Metals Inc.	U		23,331.00	Letter	For
	Saskatchewan WCB	U		261.40		
	Swift Oilfield Supply Inc	U		41,086.69	Letter	For

\* Some or all of secured amount shown has been excluded from voting

District of: Alberta  
Division No.: 01 - Edmonton  
Estate No: 24-3278321  
Court No: 24-3278321

**REPORT OF THE PROPOSAL TRUSTEE**  
**IN THE MATTER OF THE PROPOSAL OF**  
**1255261 ALBERTA LTD.**  
**OF THE CITY OF EDMONTON, IN THE PROVINCE OF ALBERTA**

**SECTION A - BACKGROUND & TERMS OF REFERENCE**

1255261 Alberta Ltd. (previously known as On Site Projects Ltd.) (the “Debtor” or the “Company”) was incorporated in Alberta on July 13, 2006. The shares of the Company are 100% owned by True Works Inc. (“True”) and the sole director of the Company is Darin Kresanoski (the “Director”).

The Company is a contractor providing maintenance, construction, project management, and related services in Alberta and Saskatchewan, primarily to the oil and gas industry. The Company experienced financial difficulties as a result of a material client failing to pay its account on time or in full. As a result, the Debtor’s bank terminated its relationship with the Company, and the Company ceased operations on February 28, 2025.

On September 25, 2025, the Company filed a Notice of Intention to Make a Proposal (the “NOI”) pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “BIA”). BDO Canada Limited (“BDO” or the “Trustee”) consented to act as the Licensed Insolvency Trustee.

In preparing this report (the “Report”), BDO has relied upon financial information of the Company, and discussions with the Director.

The financial information of the Company has not been audited, reviewed, or otherwise verified by the Trustee as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Report may not disclose all significant matters about the Company. Additionally, none of our procedures were intended to disclose defalcations or other irregularities. Accordingly, the Trustee does not express an opinion or provide any other form of assurance on the financial or other information presented herein. The Trustee may refine or alter its observations as further information is obtained or brought to its attention after the date of this Report.

The Trustee assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction, or use of this Report. Any use which any party makes of this Report, or any reliance or decisions to be made on this Report, is the sole responsibility of such party.

All dollar amounts identified in this Report are expressed in or converted to Canadian dollars.

Capitalized terms used in this Report shall bear the meanings ascribed to them in the proposal filed by the Debtor on October 23, 2025 (the “Proposal”), unless otherwise noted.

## **SECTION B - SUMMARY OF THE PROPOSAL**

The Company's Proposal proposes to compromise its secured indebtedness with True as follows:

- a) Firstly, the Company shall liquidate all of its assets, and from the net proceeds of such liquidation (the "Liquidation Proceeds"), True shall receive 60% of all utilities, insurance, rent, and legal fees incurred on behalf of the Company, along with any other holdings costs incurred by True in preserving the assets of the Company since March 1, 2025 (collectively, the "Holding Costs"), to a maximum amount of \$120,000; and
- b) Secondly, following payment of the Holding Costs to True, the Company shall pay to True an additional amount equal to 50% of the remaining Liquidation Proceeds (following payment of the Trustee's Remuneration as defined below), up to a maximum amount of True's proven claim.

After the payment of the amounts set out in paragraphs (a) and (b) above, all remaining Liquidation Proceeds shall form the "Proposal Fund".

The Company's Proposal proposes to pay the Unsecured Creditors their respective pro-rata entitlement of the Proposal Fund based on the proven claims.

In order to liquidate all of the assets of the Company, an auction sale (the "Auction") of the property will be conducted by McDougall Auctioneers Ltd. ("McDougall") on or before November 27, 2025, with the net auction proceeds being distributed to the creditors as outlined herein and detailed in the Proposal. The Auction remains subject to court approval, with an application to be heard on November 19, 2025 to approve the sale of the assets.

Based on the aggregate debts disclosed by the Company, the Proposal is expected to provide Unsecured Creditors with an approximate return on their debts of 20% (see detailed analysis under Section H below). Additionally,

- a) All payments made to the Company's Unsecured Creditors would be subject to a 5% levy, pursuant to the provisions of the BIA, payable to the Office of the Superintendent of Bankruptcy (the "OSB");
- b) The professional fees owing to the Trustee, and its legal counsel if any, are to be paid in priority to the claims of all Creditors; and
- c) The terms of the Proposal are conditional on being accepted by the requisite number of eligible voting Creditors, and approval by the Court.

The sections that follow detail the Company's assets, liabilities, and the Trustee's estimate of net asset realizations, all of which were considered in formulating the terms of the Proposal.

**SECTION C - IDENTIFICATION AND EVALUATION OF ASSETS**

According to the Trustee’s review of the Company’s internal financial statements for the period ended July 28, 2025 (the “Financial Statements”), the Company’s assets and estimated realizable values (in a bankruptcy) are summarized in the table below:

Evaluation of Assets	Estimated Book Value	Bankruptcy
<b>Assets:</b>		
Accounts receivable	\$ 6,048	\$ -
Prepays/deposits	25,465	-
Automotive	113,734	475,000
Furniture and equipment	6,440	5,000
Leasehold improvements	1,613	-
Machinery and equipment	60,703	205,000
	<u>\$ 214,002</u>	<u>685,000</u>
<b>Less estimated costs of realization:</b>		
Occupation costs		23,550
Trustee fees and disbursements		50,000
Legal fees and disbursements		10,000
		<u>83,550</u>
Estimated net realizations:		<u>\$ 601,450</u>

The estimated realizations of the Company’s assets are based on the net minimum guarantee auction proposal submitted by McDougall, which has been accepted by the Company. The estimated realizations may vary compared to actual results depending on the success of the Auction.

**SECTION D - CREDITOR CLAIMS**

According to the Trustee’s review of the Financial Statements and discussions with the Director, the Company’s Creditors are comprised of the following:

Creditor Summary	Approx. No.	Balance
CRA deemed trust	-	\$ -
Secured creditors	1	842,841
Preferred creditors	-	-
Unsecured creditors	55	1,174,681
Deferred creditors	-	-
	<u>56</u>	<u>2,017,522</u>

The Trustee is not aware of any material discrepancies between the amounts contained within the books and records of the Company and the expected claims to be filed by the Creditors. Any discrepancies will be investigated by the Trustee.

## **SECTION E - CONDUCT OF THE DEBTOR**

In the Trustee's view, the Company and its Director have acted and continue to act in good faith and with due diligence. The Trustee is also not aware of any offences under the BIA having been committed during the Proposal Period.

At this time, the Trustee is not aware of any fraudulent conveyances, preferences, or transfers at undervalue made by the Company, or any legal proceedings that the Company may be party to.

Based on discussions with a Creditor, a concern was raised over a potential preference payment to True. As such, the Trustee has investigated this matter and is reporting to the Creditors the following information regarding the intercompany transactions as between the Company and True.

On October 31, 2020, True provided an initial injection of \$700,950 to the Company. This injection was gradually being repaid by the Company until February of 2022, when the balance started to fluctuate with various additional injections and repayments.

On March 14, 2023, in order to continue funding operations, the Company and True entered into a security agreement. The security agreement secured the repayment of all present or future indebtedness of the Company to True. At the time of entering into the security agreement, True was owed approximately \$1.04 million. On March 17, 2023, True's security interest was registered in the Personal Property Registry.

Based on a review of the Company's records and discussions with the Director, funds were provided to ensure that the Company's cash flow needs would be met. The Company would receive loans from True to pay various operating expenses and then the Company would repay as much as possible back to True, operating similar to a "revolving" line of credit for the Company.

True continued to provide funding after the security agreement was entered into by the Company, as evidenced by the outstanding balance owing to True having increased to approximately \$2.83M in June 2023. Since the inception of the loan in October 2020, approximately \$3.9 million was advanced by True and approximately \$3.2 million was repaid to True. In addition, since operations have ceased, True has continued to fund ongoing Holding Costs, resulting in an aggregate balance owing to True of approximately \$842,000.

Based on the information provided and reviewed, the Trustee is of the position that this is not a preference. The Trustee is seeking an independent legal opinion in respect of the security granted by the Company to True, which will be completed prior to the Creditor's meeting.

## **SECTION F - THIRD-PARTY DEPOSITS, GUARANTEES OR RETAINER**

The Trustee has received a retainer from the Company in the amount of \$25,000. If the Proposal is approved by the Creditors and the Court, the Trustee will refund the retainer to the Company for including in the Proposal Fund.

## **SECTION G - REMUNERATION OF THE TRUSTEE**

The Trustees' fees and expenses are to be paid in priority to the claims of all Creditors and will be calculated as follows:

- a) Ten (10) per cent of the monies distributed to the Company's Creditors (inclusive of amounts distributed to True);
- b) The statutory fee for filing the Proposal;

- c) The levy payable to the OSB upon distribution;
- d) The fee payable to the Court; and
- e) The amount of applicable federal and provincial taxes for goods and services.

#### SECTION H - STATEMENT OF ESTIMATED REALIZATIONS

The Trustee estimates the net distribution to the Creditors under the Proposal and a potential bankruptcy scenario as follows (based on the McDougall net minimum guarantee auction proposal):

Statement of Estimated Realizations	Estimated Book Value	Bankruptcy	Proposal
<b>Assets:</b>			
Accounts receivable	6,048	\$ -	\$ -
Prepays/deposits	25,465	-	-
Automotive	113,734	475,000	-
Furniture and equipment	6,440	5,000	-
Leasehold improvements	1,613	-	-
Machinery and equipment	60,703	205,000	-
McDougall Net Minimum Guarantee:			685,000
	214,002	685,000	685,000
<b>Less estimated costs of realization under a bankruptcy scenario:</b>			
Occupation costs		47,100	-
Trustee fees and disbursements		52,500	-
Legal fees and disbursements		10,500	-
		110,100	-
Estimated net realizations:		574,900	685,000
<b>Less:</b>			
Payment of Holding Costs to True Works Inc.		-	120,000
		601,450	565,000
Payment of Trustee's Remuneration		-	59,325
		601,450	505,675
True Works Inc. secured claim under bankruptcy scenario		842,841	-
True Works Inc. secured claim under Proposal scenario		-	252,838
		(241,391)	252,838
Levy to OSB @ 5%:		-	12,642
Net available for distribution to Unsecured Creditors:		-	240,196
Total Unsecured Creditor claims		\$ 1,174,681	\$ 1,174,681
Dividend yield		0%	20%

In its preparation of the above analysis, the Trustee made the following assumptions:

- a) In a bankruptcy scenario, the Trustee would require the use of the Company's premises for two (2) months to arrange for moving the assets to an auctioneer's premises. Occupation costs for the period are estimated to include rent (\$35,000), utilities (\$6,200) and insurance (\$5,900). When compared to the proposal where True is paying the costs.

As detailed in the table above, if the Company were to file an assignment in bankruptcy, the Trustee estimates that the asset realizations would not be sufficient to satisfy the claim of True, and there would be no distribution available to the Company's Unsecured Creditors.

#### **SECTION I - RECOMMENDATION**

It is the opinion of the Trustee that the Proposal is in the best interest of the Creditors as it results in a greater dividend than would be realized in a bankruptcy scenario. If the Proposal is rejected and the Company is deemed bankrupt, the Trustee has estimated that the Unsecured Creditors would receive no distribution in a bankruptcy, as compared to approximately 20% under the Proposal.

Accordingly, the Trustee recommends that the Creditors support the Company's Proposal. Furthermore, the Trustee intends to vote on any proxies received, naming the Trustee as the proxy holder, in favour of the Proposal.

Dated at Edmonton, Alberta, the 24<sup>th</sup> day of October 2025.

#### **BDO CANADA LIMITED**

Acting in its capacity as Licensed Insolvency Trustee for the  
Proposal of 1255261 Alberta Ltd.  
and not in its personal capacity

Per:



David Lewis, CPA, CIRP, LIT  
*Senior Vice-President*