

**THE KING'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c.B-3, AS AMENDED AND SECTION 55 OF *THE KING'S BENCH ACT*, C.C.S.M. c.C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant,

-and-

KROMAR PRINTING LTD.

Respondent.

**SECOND REPORT OF BDO CANADA LIMITED,
IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
KROMAR PRINTING LTD.**

November 21, 2025

RECEIVER

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INTRODUCTION

1. On November 30, 2023 (the “**Date of Receivership**”), Business Development Bank of Canada (“**BDC**” or the “**Applicant**”) made an application to the Court of King’s Bench for Manitoba (the “**Court**”) seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the “**BIA**”) and section 55 of the *King’s Bench Act*, C.C.S.M. c. C280, to appoint Deloitte Restructuring Inc. (“**Deloitte**”) as receiver, without security, of all the assets, undertakings, and properties (the “**Property**”) of Kromar Printing Ltd. (“**Kromar**” or the “**Company**”) acquired for or used in relation to the business carried on by the Company. On December 1, 2023, the Honourable Justice C. Martin signed an order (the “**Receivership Order**”) appointing Deloitte as receiver in respect of the Property.
2. On December 22, 2023, the Court granted an order (the “**December 22, 2023 Order**”), substituting BDO Canada Limited (“**BDO**”) in place of Deloitte as the receiver (the “**Receiver**”). All references to the Receiver prior to the December 22, 2023 Order refer to Deloitte, and all references to the Receiver after the granting of the December 22, 2023 Order refer to BDO.
3. On February 11, 2025, the Court granted an order (the “**Ancillary Order**”) approving, amongst other relief, the sealing of the confidential report of the Receiver dated February 7, 2025 (the “**Confidential Report**”), increasing the Receiver’s Borrowings Charge to \$800,000, and approving the reported actions and activities of the Receiver, inclusive of the Receiver’s interim statement of receipts and disbursements, as detailed in the Receiver’s first report dated February 7, 2025 (the “**First Report**”).
4. On March 17, 2025, the Court granted an order (the “**SAVO**”) approving, amongst other relief, the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated July 11, 2024, and the amending agreement dated February 18, 2025 (collectively, the “**Sale Agreement**”), between the Receiver and Nawoc Holdings Ltd. (“**Nawoc**” or the “**Purchaser**”), and the sealing of the second confidential report of the Receiver dated March 7, 2025 (the “**Second Confidential Report**”).

5. A copy of the Receivership Order and the December 22, 2023 Order were attached as Appendices A and B, respectively, to the First Report, and a copy of the Ancillary Order was attached as Appendix A to the supplement to the First Report of the Receiver dated March 7, 2025. Attached hereto as **Appendix A** is copy of the SAVO. All of the Court Orders and other information regarding the receivership proceedings can be accessed on the Receiver's website at <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/kromarprinting>.
6. This report constitutes the second report of the Receiver (the "**Second Report**") and is being filed to inform the Court as to the activities of the Receiver since the filing of the First Report.
7. Furthermore, this Second Report, along with the Confidential Supplement to the Second Report dated November 21, 2025 (the "**Third Confidential Supplement**") are being filed in support of the Receiver's motion to this Honourable Court on November 26, 2025, seeking the following:
 - (a) approval of the Second Report and the reported actions of the Receiver since the filing of the First Report in respect of administering these receivership proceedings, including the approval of the Receiver's Interim Statement of Receipts and Disbursements for the period November 30, 2023 to November 17, 2025;
 - (b) approval of an increase in the Receiver's Borrowings Charge;
 - (c) approval of the fees and disbursements of the Receiver and its legal counsel; and
 - (d) an Order sealing the Third Confidential Supplement in the Court file given the commercial sensitivity of the information detailed therein.

TERMS OF REFERENCE

8. In preparing this Second Report, the Receiver has relied upon unaudited financial information, the books and records of the Company, and discussions with former management of the Company, interested parties, and the stakeholders of the Company.

9. The financial information of the Company has not been audited, reviewed or otherwise verified by the Receiver 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 Second Report may not disclose all significant matters about the Company. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Second Report.
10. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.
11. Capitalized terms used in this Second Report but not defined herein are as defined in the Receivership Order, the Ancillary Order, the SAVO, and the various other reports filed by the Receiver in these proceedings.

ACTIVITIES OF THE RECEIVER

12. Since the Date of the First Report, the Receiver has undertaken the following activities with respect to the Property:
 - (a) monitored the removal of various assets from the premises, which included arranging for the appropriate disposal of certain hazardous materials;
 - (b) facilitated ongoing environmental testing with Pinchin Ltd. (the "**Environmental Consultant**") in respect of the Phase II environmental site assessment (the "**Phase II ESA**");
 - (c) corresponded with BDC, the Purchaser, and the Environmental Consultant as various phases of the Phase II ESA work was being completed and the testing

results were received;

- (d) attended to various onsite maintenance matters at the premise;
- (e) completed statutory interim reporting requirements under the BIA; and
- (f) prepared, reviewed, and finalized this Second Report and the Third Confidential Supplement.

TRANSACTION UPDATE

13. As detailed in the First Report, one of the conditions set out in Section 4.1(b)(i) of the Sale Agreement detailed that the Receiver was responsible for obtaining the Phase II ESA (to be addressed to both the Receiver and the Purchaser).
14. On January 17, 2025, the Receiver engaged the Environmental Consultant to commence the Phase II ESA with the following initial scope of work (the “**Initial Phase II Scope of Work**”):
 - (a) retain the services of an independent contractor and public utility services to identify the locations of buried and overhead utility services prior to any drilling/excavation activities;
 - (b) drill up to fourteen (14) boreholes (i.e. monitoring well locations) at the site to assess soil and groundwater quality and to provide information on site-specific geological and hydrological characteristics;
 - (c) field screen soil samples for visual and olfactory evidence of impacts and for the presence of petroleum/volatile organic compound (“**VOC**”) derived vapours;
 - (d) submit up to two (2) most apparent “worst case” soil samples, based on the field screening methodologies, from each of the boreholes for chemical analysis;
 - (e) monitor the groundwater levels and for the presence of non-aqueous phase liquid within the newly installed groundwater monitoring wells;

- (f) collect representative groundwater samples from twelve (12) newly installed groundwater monitoring wells for laboratory analyses;
 - (g) submit soil and groundwater samples to Bureau Veritas Laboratories (“**BV Labs**”), a laboratory accredited by the Standards Council of Canada and the Canadian Association for Laboratory Accreditation;
 - (h) evaluate the soil and groundwater analytical results by comparison to the applicable regulatory criteria; and
 - (i) prepare a factual report for the site documenting the findings of the assessment and recommendations (if any) related to subsurface impacts.
15. On March 20, 2025, the Environmental Consultant issued its draft findings report (the “**March 20, 2025 Phase II ESA Report**”) detailing the results of the Initial Phase II Scope of Work. Based on certain soil and groundwater exceedances (as measured against soil¹ and groundwater² quality guidelines), the Environmental Consultant recommended that additional subsurface investigation be completed at the site to delineate the extent of the soil and groundwater impacts at certain of the borehole/monitoring wells (the “**Second Phase II Scope of Work**”). The draft March 20, 2025 Phase II ESA Report was provided to the Purchaser on March 20, 2025 for its review and consideration, and a call with the Receiver, the Purchaser, and the Environmental Consultant was arranged for March 21, 2025 to further discuss same. The final March 20, 2025 Phase II ESA Report was issued to the Receiver on May 16, 2025 (although dated March 20, 2025), and is attached as Appendix A to the Third Confidential Supplement.

¹ Soil quality was assessed based on the Canadian Council of Ministers of the Environment (CCME) “Environmental Quality Guidelines”, the CCME “Canada-Wide Standards for Petroleum Hydrocarbons in Soil”, the Ontario Ministry of the Environment, Conservation and Parks (MECP) standards specified by the MECP document entitled “Soil, Ground water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act”, dated April 15, 2011 and the Alberta Environment and Protected Areas (EPA) guidelines specified by the EPA document entitled “Alberta Tier 1 Soil and Groundwater Remediation Guidelines”, dated June 27, 2024 for commercial land use, fine-grained soils, excluding the protection of livestock watering and aquatic life.

² Groundwater quality was assessed based on the MECP Standards for all types of property use, fine-grained soils and EPA Groundwater Guidelines for commercial land use, fine-grained soils, excluding the protection of potable water, livestock watering and aquatic life (hereafter referred to as the Groundwater Quality Guidelines).

16. On March 26, 2025, the Receiver entered into a further agreement with the Environmental Consultant to complete the Second Phase II Scope of Work, which included the following:
- (a) retain the services of an independent contractor and public utility services to identify the locations of buried and overhead utility services prior to any drilling/excavation activities;
 - (b) drill up to thirteen (13) boreholes (i.e. monitoring well locations) within the vicinity of previously identified impacts to assess soil and groundwater quality and to provide site-specific geological and hydrological characteristics;
 - (c) field screen soil samples for visual and olfactory evidence of impacts and for the presence of petroleum/VOC derived vapours;
 - (d) submit one (1) most apparent “worst case” soil sample, based on the field screening methodologies, from each of the boreholes for chemical analysis;
 - (e) monitor the groundwater levels and for the presence of non-aqueous phase liquid within the newly installed groundwater monitoring wells;
 - (f) collect representative groundwater samples from the newly installed groundwater monitoring wells for laboratory analysis;
 - (g) submit soil and groundwater samples to BV Labs;
 - (h) evaluate the soil and groundwater analytical results by comparison to the applicable regulatory criteria; and
 - (i) prepare a factual report for the site documenting the findings of the assessment and recommendations (if any) related to subsurface impacts.
17. On June 6, 2025, the Environmental Consultant provided the Receiver with certain schematic drawings (the “**Schematic Drawings**”) detailing the preliminary results from the Second Phase II Scope of Work, which again suggested that certain soil and groundwater exceedances were present. On June 9, 2025, a further call was arranged with the Receiver,

the Purchaser, and the Environmental Consultant to discuss the Schematic Drawings and the results of the Second Phase II Scope of Work. As a result of the discussion, two (2) further scopes of work were determined to be appropriate for the Environmental Consultant to undertake:

- (a) Remediation/Management Alternatives and Cost Estimate Report (the “**Cost Estimate Scope of Work**”); and
- (b) Indoor Soil Vapour Sampling (the “**Air Quality Scope of Work**”).

18. On June 25, 2025, the Receiver entered into two (2) further agreements with the Environmental Consultant to complete (i) the Cost Estimate Scope of Work, which included the following:

- (a) review of existing and available site data to develop a sufficient understanding of the site subsurface conditions;
- (b) identify any relevant data gaps in relation to the potential source and the lateral and vertical extents of contaminants at the site;
- (c) develop remedial and/or contaminant management approaches based on the current understanding of the site conditions;
- (d) generate cost estimates (with a cost contingency of +50%/-30%) for each of the remedial/management approaches deemed applicable to the site; and
- (e) attend one conference call to discuss the findings and present the findings in a written report;

and (ii) the Air Quality Scope of Work, which included the following:

- (f) providing notice to building occupants prior to the sampling date, to ensure interfering activities are minimized;
- (g) cover and seal any openings in the concrete slab floor created during previous intrusive investigations;

- (h) pre-screening of the interior of the building using a photoionization detector to determine the presence of potential interfering sources of vapours;
 - (i) collect up to twelve (12) representative indoor soil vapour samples over an eight (8) hour sampling period (representing a typical workday) throughout the site for laboratory (BV Labs) analysis;
 - (j) submit one (1) duplicate sample, one (1) ambient (outdoor) air sample, and a trip blank as references for quality assurance/quality control purposes;
 - (k) analyze the test results to assess whether subsurface soil and/or groundwater impacts are migrating into indoor air at concentrations that present a human health risk; and
 - (l) prepare a written report detailing the findings and recommendations.
19. The Receiver was provided with the following reporting based on the various scopes of work undertaken by the Environmental Consultant:
- (a) March 20, 2025 Phase II ESA Report;
 - (b) August 8, 2025 – Supplemental Phase II ESA Report for the Second Phase II Scope of Work (the “**August 8, 2025 Supplemental Phase II Report**”);
 - (c) September 2, 2025 – Indoor Soil Vapour Sampling Report; and
 - (d) September 26, 2025 – Remedial Options Evaluation and Cost Estimate Letter.
20. The various Environmental Consultant reporting is more fully discussed in the Third Confidential Supplement, and copies of the reporting have been attached thereto as follows:
- (a) Appendix A – March 20, 2025 Phase II ESA Report;
 - (b) Appendix B – August 8, 2025 Supplemental Phase II Report;
 - (c) Appendix F – September 26, 2025 Remedial Options and Cost Estimate Letter; and

(d) Appendix G – September 2, 2025 Indoor Soil Vapour Sampling Report.

21. As the Phase II ESA work remains ongoing, the Transaction has not yet closed. The Receiver continues to correspond with the Purchaser on a regular basis as testing results are available, and as at the date of this Second Report, the Purchaser remains interested in closing the Transaction pending completion of the Phase II ESA work.

BUILDING MATTERS

Heating Solution

22. As detailed in the First Report, the Purchaser was to provide a supplementary deposit to form part of the First Deposit (as defined in the Sale Agreement), all of which was to be used to fund the completion of the heating system installation for the building (the “**Heating Solution**”). As at the date of this Second Report, the Heating Solution has been completed, and Access Property Development Inc. has been paid in full by the Receiver for the Heating Solution scope of work.

Equipment / Asset Removal

23. As detailed in the First Report, 5139776 Manitoba Ltd. (“**5139 MB Ltd.**”) was retained by the Receiver to dispose of the equipment/assets (the “**Assets**”) onsite at no cost to the receivership estate. Any Assets that were deemed more valuable than salvage prices by 5139 MB Ltd. were to be sold by McDougall Auctioneers Ltd. (“**McDougall**”), with sharing of proceeds amongst McDougall, 5139 MB Ltd., and the Receiver.
24. Given the age, condition, and nature of the Assets, 5139 MB Ltd. determined that it was best positioned to sell certain of the remaining Assets, and McDougall was not involved with auctioning same. 5139 MB Ltd. provided the Receiver with reporting evidencing that approximately \$79,350 was realized from the sale of Assets deemed “more valuable than salvage”, and approximately \$93,720 was realized from salvaged scrap metal and miscellaneous materials. In accordance with the terms of the agreement between the Receiver and 5139 MB Ltd. dated August 1, 2024 (attached as Appendix K to the First Report), the allocation of proceeds from Assets deemed “more valuable than salvage” was

to be:

- (a) 12% to McDougall;
- (b) 44% to the Receiver; and
- (c) 44% to 5139 MB Ltd.

As McDougall was not involved with the realization process, 5139 MB Ltd. and the Receiver agreed to split the proceeds equally. As at the date of this Second Report, the Receiver has made payment arrangements with 5139 MB Ltd. to have \$39,675 (50% of \$79,350) paid to the receiver on or before December 15, 2025.

Chemical Removal

25. As detailed in the First Report, as at the Date of Receivership, there were a number of solvents and inks (the “**Hazardous Materials**”) stored onsite. Since the filing of the First Report, with further assistance from a certified third-party disposal company, the Receiver completed the removal of the residual Hazardous Materials from the site in accordance with environmental regulations.

PRIORITY CREDITOR CLAIMS

26. As detailed in the First Report, on May 11, 2024, the Receiver received a written opinion (the “**Security Opinion**”) from its independent legal counsel, Pitblado LLP (“**Pitblado**”), opining that, subject to customary assumptions and qualifications, BDC’s security (i.e. *The Personal Property Security Act* (Manitoba) registrations and *The Real Property Act* (Manitoba) registrations) is valid and enforceable. The Security Opinion did not provide any commentary in respect of priorities, and as such, on October 7, 2025, a further written opinion (the “**Priorities Opinion**”) was provided by Pitblado. The ranking of priorities detailed in the Priorities Opinion, excluding the first priority Receiver’s Charge and Receiver’s Borrowings Charge as provided for in the Receivership Order, is summarized in the table below:

Claim	Notes (A)	Type of Claim Under the BIA	Property Subject to Claim	Priority Over Current Assets	Priority Over Real Property
BDC Mortgage Debt Claim (prescribed security interest)	(B)	Secured	Land and buildings		1
Subordinated Mortgage Debt Claims (prescribed security interest)	(C)	Secured	Land and buildings		2
CRA Source Deduction Claim	(D)	Priority Secured	All Property except amount of prescribed security interest	1	3
WEPP Priority Claim		Priority Secured	Current assets	2	
Retail Sales Tax Trust Claim		Unsecured	All Property	3	4
BDC Mortgage Debt Claim Balance		Secured	Land and buildings		5
Property Tax Claim		Secured	Real property		6
Subordinated Mortgage Debt Claims Balances		Secured	Land and buildings		7
WEPP Claim Balance		Priority Unsecured	Unsecured Property		8
WEPP Claim Balance		Unsecured	Unsecured Property	4	9
Retail Sales Tax Claim Balance		Unsecured	Unsecured Property	4	9

Notes:

- (A) The Priorities Opinion assumes Kromar Printing Ltd. will be assigned into bankruptcy prior to distribution of any net sale proceeds of the Property.
- (B) BDC has a registered Mortgage Debt Claim of \$3,712,500. BDC has estimated that it has a prescribed security interest of approximately \$1,300,000 that arose prior to CRA's deemed trust claim in respect of unremitted payroll source deductions.
- (C) Jaycap Financial Ltd. ("Jaycap") has a registered Mortgage Debt Claim of \$2,100,000. Jaycap may have a prescribed security interest in the full amount of its Mortgage Debt Claim that arose prior to CRA's deemed trust claim in respect of unremitted payroll source deductions.
- (D) CRA has a deemed trust claim in respect of unremitted payroll source deductions of \$1,203,286.

27. As the Transaction has not yet closed, the Receiver is not in a position to recommend any distribution to creditors at this time. Further details in support of any proposed distribution will be provided in a subsequent Receiver's report.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

28. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The Receiver is of the view that the primary party of interest is BDC given that they hold a priority interest over all of the Property of the Company. BDC has been served with this Second Report and has been provided with all invoices of the Receiver within these proceedings.
29. Attached as **Appendix B** is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period December 19, 2024 to November 13, 2025. The Receiver's accounts total \$141,876 in fees and disbursements, inclusive of GST. As at the date of this Second Report, \$60,002 (inclusive of GST) remains unpaid (the "**Outstanding Receiver Fees**").
30. The fees charged by the Receiver are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by the Receiver in these

proceedings for invoices issued to date is \$462 per hour. The rates charged by the Receiver are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.

31. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
32. Attached as **Appendix C** is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period January 14, 2025 to September 21, 2025. The accounts total \$103,305 in fees and disbursements inclusive of RST and GST. As at the date of this Second Report, \$30,310 (inclusive of RST and GST) remains unpaid (the "**Outstanding Legal Fees**").
33. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.
34. Copies of the invoices of the Receiver's legal counsel, which outline the dates the work was completed, the description of the work completed, the length of time taken to complete the work, and the names and rates of the individuals who completed the work, can be made available to the Court upon request.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

35. The Receiver has prepared an Interim Statement of Receipts and Disbursements for the period November 30, 2023 to November 17, 2025 for the Company, a copy of which is attached hereto as **Appendix D**. Total receipts were \$1,304,721 (inclusive of the Receiver's borrowings) and total disbursements were \$1,221,037, resulting in \$83,684 being held in trust by the Receiver.
36. As at the date of this Second Report, in accordance with paragraph 22 of the Receivership Order and paragraph 4 of the Ancillary Order, the Receiver borrowed \$800,000 from the

Court authorized Borrowing Facility to fund the receivership proceedings. With the support of BDC, the Receiver is requesting an increase in the Receiver's Borrowings Charge of \$300,000, increasing same to an aggregate of \$1,100,000. The increase in the Receiver's Borrowings Charge is necessary given the:

- (a) ongoing Phase II ESA work;
- (b) ongoing holding costs (maintenance, utilities, insurance, etc.) of the Property;
- (c) Outstanding Receiver Fees and the Outstanding Legal Fees; and
- (d) ongoing costs of the receivership proceedings, inclusive of professional fees.

A detailed schedule in support of the requested increase in the Receiver's Borrowings Charge is attached as Appendix H to the Third Confidential Supplement.

APPROVALS SOUGHT

37. For the reasons outlined above, the Receiver respectfully requests that the Court provide an Order:
- (a) approving the Second Report and the reported actions of the Receiver detailed therein in respect of administering these receivership proceedings, including approving the Receiver's Interim Statement of Receipts and Disbursements for the period November 30, 2023 to November 17, 2025;
 - (b) approving of an increase in the Receiver's Borrowings Charge;
 - (c) approving the fees and disbursements of the Receiver and its legal counsel for the period December 19, 2024 to November 13, 2025, and January 14, 2025 to September 21, 2025, respectively;
 - (d) sealing the Third Confidential Supplement in the Court file; and
 - (e) granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 21st day of November 2025.

BDO CANADA LIMITED

In its capacity as Receiver of
Kromar Printing Ltd.
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A – March 17, 2025 Sale Approval and Vesting Order

File No. CI 23-01-43791

THE KING'S BENCH

Winnipeg Centre

IN THE MATTER OF:

THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY
ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION
55 OF *THE KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

KROMAR PRINTING LTD.

Respondent

ANCILLARY ORDER

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(File No. 68556/1)

THE KING'S BENCH

Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 55 OF *THE KING'S BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE MR.) TUESDAY, THE 11th
)
JUSTICE MARTIN) DAY OF FEBRUARY, 2025

B E T W E E N:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and -

KROMAR PRINTING LTD.

Respondent

ANCILLARY ORDER

THIS MOTION, made by BDO CANADA LIMITED in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of all the undertakings, properties and assets of the Respondent KROMAR PRINTING LTD. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale and amending agreement (the "**Sale Agreement**") between the Receiver and NAWOC HOLDINGS LTD. (the "**Purchaser**") dated July 11, 2024 as amended, and appended to the First Report of the Receiver dated February 7, 2025 (the "**First Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), and for an order to amend paragraph 22 of the Order of the Honourable Mr. Justice Martin dated

November 30, 2023 (the “**Receivership Order**”) to increase the Receiver’s Borrowings Charge and for other ancillary relief, was heard this day at The Law Courts, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report and Confidential Supplement to the First Report dated February 7, 2025 (the “**Confidential Report**”), the Affidavit of Lori Matson sworn November 23, 2023, and on hearing the submissions of counsel for the Receiver, the Applicant, the Respondent, Canada Revenue Agency and JayCap Financial Ltd., no one appearing for any other person on the service list, although properly served as appears from the Affidavits of Service of Chantale DeBlois sworn February 10, 2025, filed:

1. THIS COURT ORDERS that time for service of the Notice of Motion is hereby abridged and validated such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Motion for approval of the Sale Agreement and a Vesting Order is hereby adjourned, to be heard by the Honourable Mr. Justice Martin on Monday, March 17, 2025 at 2:00 p.m.

3. THIS COURT ORDERS that the Confidential Report shall be sealed, kept confidential and shall not form part of the public record, and shall remain in a sealed envelope and/or be stored electronically with this Court on an encrypted basis, limiting access only to the Registrar of this Court and the Presiding Judge, except:

(a) by further Order of this Court;

(b) upon the date on which the Receiver files the Receiver’s Certificate with the Court, certifying that the Transaction has closed to the satisfaction of the Receiver;

whichever shall first occur, whereupon the Confidential Report shall form part of the public record and shall no longer be sealed.

4. THIS COURT ORDERS that paragraph 22 of the Receivership Order is hereby amended to increase the Receiver’s Borrowings Charge from \$500,000.00 to an amount not exceeding \$800,000.00.

5. THIS COURT ORDERS that the First Report, the Confidential Report, the activities of the Receiver described therein, the Interim Statements of Receipts and Disbursements and the Sale Process are hereby approved, and the interim fees and disbursements of the Receiver and its counsel, as set out in the First Report are hereby authorized and approved, without the necessity of a formal passing of accounts.

February 11, 2025

G.L. Chartier Digitally signed by G.L.
Chartier
Date: 2025.03.03 15:23:09
-06'00'

J.

I, CATHERINE HOWDEN OF THE FIRM PITBLADO LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENT AS TO FORM OF COUNSEL FOR THE APPLICANT, JJ BURNELL OF MLT AIKINS LLP, COUNSEL FOR THE RESPONDENT, THOMAS FROHLINGER OF PKF LAWYERS, COUNSEL FOR HIS MAJESTY THE KING (CANADA REVENUE AGENCY), PENNY PIPER OF THE DEPARTMENT OF JUSTICE (CANADA), AND COUNSEL FOR JAYCAP FINANCIAL LTD., KALEV ANNIKO OF FILLMORE RILEY LLP, AS DIRECTED BY THE HONOURABLE JUSTICE MARTIN

Appendix B – Fees and Disbursements of the Receiver

KROMAR PRINTING LTD.

**SUMMARY OF RECEIVER FEES AND DISBURSEMENTS
BDO CANADA LIMITED**

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
27-Feb-25	CINV3290476	\$ 48,380	\$ -	\$ 2,419	\$ 50,799	98.1
3-Jun-25	CINV3445764	29,595	-	1,480	31,075	63.9
2-Sep-25	CINV3580600	33,410	-	1,671	35,081	69.9
17-Nov-25	CINV3673830	23,735	-	1,187	24,922	51.6
Total		\$ 135,120	\$ -	\$ 6,756	\$ 141,876	283.5



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BDO Canada Limited
201 Portage Ave, 26th Floor
Winnipeg, MB R3B 3K6

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Business Development Bank of Canada
Business Restructuring
81 Bay Street, Unit 3700
Toronto, ON M5J 0E7

Attention: Lori Matson, Director Business Restructuring

Date	Invoice
February 27, 2025	CINV3290476 CUS0079408

RE: Kromar Printing Ltd. - Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	\$ 48,380.00
GST/HST (5%) 101518124RT0001	2,419.00
TOTAL	<u>\$ 50,799.00</u>

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	52.7	550.00	28,985.00
J. Parisi, Partner	1.4	550.00	770.00
J. Fritz, Sr. Manager	38.9	450.00	17,505.00
T. Montesano, Sr. Associate	1.0	300.00	300.00
L. Demchuck, Technician	4.1	200.00	820.00
Total	<u>98.1</u>		<u>\$ 48,380.00</u>



Date	Staff	Comments	Hours
19-Dec-24	J. Fritz	Building maintenance correspondence.	0.2
19-Dec-24	L. Demchuk	Request stop payments and void cheques; prepare cheque requisition and wire payment request; process payables; print and courier cheques; scan support to file.	1.0
24-Dec-24	J. Fritz	City correspondence re: remediation.	0.4
27-Dec-24	B. Warga	Correspondence to/from Pitblado re: Amending Agreement.	0.1
30-Dec-24	B. Warga	Correspondence to BDC re: R&D and invoicing.	0.2
30-Dec-24	J. Fritz	Review of R&D.	0.2
2-Jan-25	B. Warga	Attendance at Kromar re: building matters.	0.6
6-Jan-25	J. Fritz	Correspondence to Pinchin re: environmental assessment and Clean Energy re: heating status; review of Amending Agreement; correspondence with counsel.	0.7
6-Jan-25	L. Demchuk	Process payable; print cheque and scan support to file.	0.2
7-Jan-25	B. Warga	Call with Pitblado re: Amending Agreement.	0.5
7-Jan-25	J. Fritz	Correspondence with counsel; payable compilation.	0.8
8-Jan-25	B. Warga	Call with City of Winnipeg re: open orders and status of proceedings; correspondence to/from Pitblado re: CRA debt.	0.7
8-Jan-25	J. Fritz	Correspondence with counsel; call with City of Winnipeg re: remediation matters.	0.6
8-Jan-25	L. Demchuk	Draft cheque requisition; enter and process payables; print cheques and scan support to file; mail cheques.	0.5
10-Jan-25	B. Warga	Review of disbursements; review of R&D; discussion of file matters with J. Fritz.	0.3
10-Jan-25	J. Fritz	Payable compilation and payment request.	0.2
13-Jan-25	L. Demchuk	Draft payable requisition; process deposit.	0.2
14-Jan-25	J. Fritz	Correspondence with environmental consultant and contractor.	0.3
15-Jan-25	B. Warga	Call with Pitblado re: Court hearing and APA; call with Pitblado, MLTA, and BDC re: APA and additional borrowings; drafting of First Report; review of Pinchin proposal and discussion with J. Fritz re: same.	3.6
15-Jan-25	J. Fritz	Correspondence with counsel; correspondence with appointing creditor and counsel re: Amending Agreement; environmental consultant proposal review and correspondence.	1.3
16-Jan-25	B. Warga	Drafting of First Report; correspondence with C. Howden re: Court hearing.	3.1



Date	Staff	Comments	Hours
16-Jan-25	J. Fritz	Correspondence with environmental consultant and prospective purchaser re: Phase II ESA; contractor payment correspondence; Court reporting matters.	0.9
16-Jan-25	L. Demchuk	Banking matters; correspondence with J. Fritz re: cheque issued via courier in December.	0.2
16-Jan-25	T. Montesano	Update WEPP tracking schedule; send request to Service Canada for detailed statement.	0.4
17-Jan-25	B. Warga	Call with Pitblado re: APA Amending Agreement; drafting of First Report.	3.2
17-Jan-25	J. Fritz	Correspondence with counsel; Amending Agreement review; environmental consultant correspondence re: Phase II ESA.	0.9
17-Jan-25	L. Demchuk	Process payables.	0.2
18-Jan-25	B. Warga	Drafting of First Report.	1.5
20-Jan-25	B. Warga	Drafting of First Report; drafting of Confidential Supplement.	4.3
20-Jan-25	J. Fritz	Compilation of payables. QBO access.	0.3
20-Jan-25	L. Demchuk	Process payables; print and mail cheques; scan support to file.	0.3
21-Jan-25	B. Warga	Discussions with J. Fritz re: reporting matters.	0.6
21-Jan-25	J. Fritz	Court reporting matters.	4.3
21-Jan-25	L. Demchuk	Process payables.	0.2
22-Jan-25	B. Warga	Updates to First Report and Confidential Supplement; correspondence with Pitblado re: same; call with Pitblado re: APA Amendment.	1.2
22-Jan-25	J. Fritz	Court reporting matters.	0.3
22-Jan-25	L. Demchuk	Print and mail cheques; scan support to file.	0.3
24-Jan-25	B. Warga	Correspondence to/from Pitblado re: APA Addendum; provision of Reports to J. Parisi for QAR.	0.8
24-Jan-25	J. Fritz	Court reporting; utility correspondence and payment arrangements.	0.5
25-Jan-25	B. Warga	Updates to First and Confidential Reports.	2.0
25-Jan-25	J. Fritz	Court reporting matters.	2.7
25-Jan-25	J. Parisi	Review First Report of Receiver and Confidential Supplement.	1.4
27-Jan-25	B. Warga	Review and finalization of First and Confidential Reports; correspondence to/from Pitblado re: APA Addendum; discussions with J. Fritz re: file matters.	2.7
27-Jan-25	J. Fritz	Site attendance re: meeting with environmental consultant; correspondence with counsel; pending hearing matters; GST filing.	2.4



Date	Staff	Comments	Hours
28-Jan-25	B. Warga	Review and edits to motion materials; calls with Pitblado re: same and APA Addendum; call with Purchaser re: APA Addendum.	3.1
28-Jan-25	J. Fritz	Site attendance re: environmental remediation; correspondence with counsel; Purchaser correspondence re: addendum and intending closing adjustments.	3.3
28-Jan-25	L. Demchuk	Draft cheque requisition.	0.1
29-Jan-25	B. Warga	Review of motion materials; calls with Pitblado re: same; updates to First Report and Confidential Supplement; provision of draft reporting to counsel to BDC.	3.1
29-Jan-25	J. Fritz	Onsite attendance and meeting with environmental consultant; equipment removal and environmental consultant logistics; Purchaser correspondence re: environmental matters.	1.9
29-Jan-25	L. Demchuk	Process payable; correspondence with J. Fritz, C. Casco, and G. Arenas.	0.3
30-Jan-25	B. Warga	Call with Pinchin and Purchaser re: environmental site work; updates to First Report and Confidential Supplement.	2.4
30-Jan-25	J. Fritz	Site attendance re: environmental status review; call with Purchaser and environmental consultant re: bore hole methodology.	0.9
31-Jan-25	B. Warga	Finalization of First and Confidential Reports; provision of same to counsel for filing/service; call with counsel re: APA Amending Agreement and Court hearing adjournment matters.	3.1
31-Jan-25	J. Fritz	Correspondence with counsel; Court reporting matters; site attendance re: environmental and contractor matters.	2.2
31-Jan-25	L. Demchuk	Draft cheque requisition; record and process payable; print and scan cheque for mailing.	0.3
3-Feb-25	B. Warga	Correspondence to/from Pitblado re: file matters and CRA correspondence; review of CRA correspondence.	0.5
3-Feb-25	J. Fritz	Correspondence with counsel.	0.4
4-Feb-25	B. Warga	Correspondence to/from Pitblado re: APA Amendment; review of update correspondence to BDC.	0.7
4-Feb-25	J. Fritz	Appointing creditor update re: equipment status; correspondence with counsel.	0.6
5-Feb-25	B. Warga	Calls and e-mail correspondence with Pitblado re: APA Amending Agreement; finalization and execution of same.	1.3
5-Feb-25	J. Fritz	Correspondence with counsel; correspondence with equipment purchaser re: status.	0.4
6-Feb-25	B. Warga	Calls with Pitblado re: APA Amending Agreement and Court hearing; correspondence to Purchaser.	1.1
6-Feb-25	J. Fritz	Call with CRA re: file status.	0.2



Date	Staff	Comments	Hours
7-Feb-25	B. Warga	Discussions with Pitblado re: Court and APA Amendment; finalization of First Report and Confidential Supplement.	2.8
7-Feb-25	J. Fritz	Report finalization; payables administration.	1.3
10-Feb-25	B. Warga	Review of e-mail correspondence from Purchaser's counsel; call with Pitblado re: same; call with Purchaser re: same and Court hearing.	1.1
10-Feb-25	J. Fritz	Website update; Purchaser correspondence re: onsite logistics.	0.4
10-Feb-25	L. Demchuk	Draft cheque requisition; record and process payables; print and mail cheques; scan support to file.	0.3
11-Feb-25	B. Warga	Attendance at Court hearing; discussion with J. Fritz re: building matters; correspondence to/from Pitblado re: Court hearing.	2.2
11-Feb-25	J. Fritz	Onsite attendance re: heating solution and Purchaser review; equipment purchaser meeting; B. Warga update.	3.2
12-Feb-25	B. Warga	Attendance onsite at Kromar re: building matters; correspondence to/from Pitblado re: Amending Agreement; review of draft order; review of correspondence re: e-waste disposal.	1.8
12-Feb-25	J. Fritz	Onsite attendance re: building matters and environmental consultant meeting; draft of e-waste agreement.	2.2
12-Feb-25	T. Montesano	Receive WEPP detailed statement from Service Canada; update and reconcile WEPP tracking sheet; send same to B. Warga.	0.6
13-Feb-25	B. Warga	Correspondence to BDC re: APA Amending Agreement; discussions with J. Fritz re: building matters.	0.7
13-Feb-25	J. Fritz	Onsite attendance re: equipment and building matters.	0.4
14-Feb-25	J. Fritz	Onsite attendance re: equipment and heating contractor matters.	0.3
18-Feb-25	B. Warga	Call with Pitblado re: bankruptcy timing; review and execution of APA Amending Agreement; correspondence to/from Pitblado re: same.	0.7
18-Feb-25	J. Fritz	Attendance onsite re: equipment and building matters.	0.3
19-Feb-25	B. Warga	Correspondence to/from Pitblado re: APA Amending Agreement; drafting of Receiver's Certificate; correspondence to/from BDC re: same.	0.6
20-Feb-25	B. Warga	Drafting of Second Confidential Supplement.	1.2
20-Feb-25	J. Fritz	Life insurance correspondence.	0.2
21-Feb-25	B. Warga	Discussion of file matters with J. Fritz.	0.2
21-Feb-25	J. Fritz	Onsite attendance re: equipment matters; review of G. Kopec reporting.	1.9
23-Feb-25	J. Fritz	GST filing.	0.4



Date	Staff	Comments	Hours
24-Feb-25	B. Warga	Discussions with J. Fritz re: building matters and equipment sales reconciliation from G. Kopec.	0.7
24-Feb-25	J. Fritz	Environmental correspondence; equipment matters.	0.4
25-Feb-25	J. Fritz	Onsite attendance re: building matters; contractor correspondence.	1.0



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Business Development Bank of Canada
Business Restructuring
81 Bay Street, Unit 3700
Toronto, ON M5J 0E7

Attention: Mathieu Richard, Director Business Restructuring

Date	Invoice
June 3, 2025	CINV3445764 CUS0079408

RE: Kromar Printing Ltd. - Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	\$ 29,595.00
GST/HST (5%) 101518124RT0001	1,479.75
TOTAL	\$ 31,074.75

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	21.6	550.00	11,880.00
J. Brown, Partner	0.1	550.00	55.00
J. Parisi, Partner	0.4	550.00	220.00
J. Fritz, Sr. Manager	36.2	450.00	16,290.00
Z. Klassen, Sr. Associate	0.3	300.00	90.00
L. Demchuck, Technician	5.3	200.00	1,060.00
Total	63.9		\$ 29,595.00

Ways to pay:

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

GST No. 101518124RT0001



Staff	Date	Comments	Hours
B. Warga	2025-02-26	Correspondence to/from BDC re: EFT; billing; discussions with J. Fritz re: building matters.	1.1
J. Fritz	2025-02-26	Site visit re: heating and environmental matters; life insurance enquiry; payables correspondence.	1.3
L. Demchuk	2025-02-26	Banking matters; correspondence with Versabank re: incoming wire payment.	0.2
B. Warga	2025-02-27	Correspondence with Pitblado re: file matters; drafting of Supplement to the First Report and the Second Confidential Supplement.	1.4
J. Fritz	2025-02-27	Onsite attendance re: building matters.	0.9
L. Demchuk	2025-02-27	Correspondence re: banking matters; record receipt in Ascend; draft payable approval.	0.3
B. Warga	2025-02-28	Discussion of building matters with J. Fritz; correspondence to City of Winnipeg re: property taxes; review of life insurance correspondence.	0.7
J. Fritz	2025-02-28	Onsite attendance re: contractor meeting; equipment discussion; property tax and life insurance correspondence; draft equipment schedule.	1.5
L. Demchuk	2025-02-28	Process payables; print cheques and mail; scan support to file.	0.3
B. Warga	2025-03-03	Update correspondence to BDC; edits to Supplement to the First Report and Second Confidential Supplement.	1.2
J. Fritz	2025-03-03	Site attendance re: building matters; contractor meeting; appointing creditor update; environmental consultant correspondence.	1.4
J. Fritz	2025-03-04	Correspondence with G. Kopec re: equipment matters.	0.3
B. Warga	2025-03-05	Finalization of reporting and provision to J. Parisi for QAR.	0.3
J. Parisi	2025-03-05	Review and provide comments on Supplemental Report and Confidential Supplement.	0.4
J. Fritz	2025-03-06	Building maintenance matters; Court reporting finalization.	1.1
L. Demchuk	2025-03-06	Draft cheque requisition; correspondence with J. Fritz.	0.2
B. Warga	2025-03-07	Finalization of reporting for Court filing; review of correspondence to/from Pinchin re: Phase II work.	0.8
J. Fritz	2025-03-07	Environmental consultant correspondence re: access logistics and reporting timelines; life insurance review and correspondence with broker.	0.8
L. Demchuk	2025-03-07	Draft cheque requisition for approval.	0.1
B. Warga	2025-03-10	Review of correspondence to/from Pinchin re: environmental assessment; review of draft order.	0.7

Staff	Date	Comments	Hours
J. Fritz	2025-03-10	Environmental consultant correspondence; building maintenance logistics; broker correspondence re: life insurance.	0.7
L. Demchuk	2025-03-10	Print and mail cheques; scan support to file.	0.2
B. Warga	2025-03-11	Call with Pinchin re: Phase II update; correspondence to/from Pitblado re: Court materials.	0.7
J. Fritz	2025-03-11	Building maintenance matters; environmental consultant call re: current status.	0.8
B. Warga	2025-03-12	Correspondence to/from J. Fritz re: file matters; call with C. Howden re: draft order amendments.	0.6
J. Fritz	2025-03-12	Building maintenance correspondence and disbursement administration.	0.6
B. Warga	2025-03-13	Review of correspondence to/from Pitblado re: hearing; drafting of Second Supplement to the First Report.	0.5
J. Fritz	2025-03-13	Site attendance and correspondence re: building maintenance matters; life insurance correspondence.	1.1
L. Demchuk	2025-03-13	Draft cheque requisition and record payables in Ascend for processing.	0.3
B. Warga	2025-03-14	Correspondence to/from BDC re: file status; drafting of Second Supplemental Report; correspondence to/from Pitblado re: same.	2.4
J. Fritz	2025-03-14	Appointing creditor correspondence; Court reporting matters; website updates.	1.4
L. Demchuk	2025-03-14	Print and mail cheques; scan support to file.	0.2
B. Warga	2025-03-17	Preparation for Court hearing; attendance at Court hearing; correspondence to/from Pitblado re: City of Winnipeg taxes.	1.3
J. Fritz	2025-03-17	Correspondence with environmental consultant; website posting matters; life insurance correspondence.	0.6
B. Warga	2025-03-18	Review of correspondence to/from BDC re: life insurance renewal; review of correspondence to/from broker re: same.	0.3
J. Fritz	2025-03-18	Correspondence with broker; payment logistics; BDC update re: life insurance correspondence; building maintenance matters.	0.7
L. Demchuk	2025-03-18	Draft cheque requisition for approval; correspondence with J. Fritz and T. Hanson re: banking matters and payable processing.	0.4
J. Fritz	2025-03-19	Correspondence with contractor and purchaser re: building heating solution matters; environmental consultant correspondence.	0.5
B. Warga	2025-03-20	Review of draft Phase II reporting; call with Pinchin re: same; correspondence to BDC re: same.	1.1
J. Fritz	2025-03-20	Building maintenance matters; life insurance correspondence re: information request follow-up; call with environmental consultant re: status and update; purchaser correspondence re: environmental update.	1.3

Staff	Date	Comments	Hours
B. Warga	2025-03-21	Call with purchaser re: environmental report; call with purchaser's environmental expert and Pinchin; correspondence to/from BDC re: meeting to discuss same.	1.2
J. Fritz	2025-03-21	Utility correspondence; purchaser correspondence re: draft environmental report; environmental consultant and purchaser call re: draft report review.	1.2
L. Demchuk	2025-03-21	Banking matters; correspondence with Versabank, J. Fritz, and B. Warga re: incoming wire payment.	0.3
J. Fritz	2025-03-24	Payable compilation and request for payment.	0.3
B. Warga	2025-03-26	Call with BDC re: environmental status update; prep for same.	0.8
J. Fritz	2025-03-26	Appointing creditor update re: environmental and file status; environmental consultant proposal review and correspondence; correspondence with purchaser re: building maintenance matters and environmental proposal.	1.6
B. Warga	2025-03-28	Review of correspondence re: life insurance.	0.2
J. Fritz	2025-03-31	Creditor enquiry; payables logistics.	0.2
L. Demchuk	2025-03-31	Draft payable requisition.	0.2
J. Fritz	2025-04-01	Building maintenance matters.	0.2
L. Demchuk	2025-04-01	Print and mail cheques; scan support to file.	0.2
J. Fritz	2025-04-02	Correspondence re: building maintenance matters.	0.2
J. Fritz	2025-04-03	Correspondence with purchaser re: building.	0.3
J. Brown	2025-04-06	Review bank reconciliation.	0.1
J. Fritz	2025-04-07	R. Cohen hours and payable request.	0.3
J. Fritz	2025-04-08	Building maintenance correspondence; locksmith correspondence; purchaser correspondence re: site access and building matters; correspondence with environmental consultant.	0.5
L. Demchuk	2025-04-08	Draft cheque requisition.	0.1
Z. Klassen	2025-04-08	Compilation and filing of GST return.	0.1
B. Warga	2025-04-09	Discussion of file matters with J. Fritz.	0.5
J. Fritz	2025-04-09	Building maintenance and insurance correspondence.	0.2
L. Demchuk	2025-04-09	Process payables; print and mail cheques; scan support to file.	0.3
J. Fritz	2025-04-10	Onsite attendance re: equipment and purchaser attendance; insurance correspondence; building matters and payables.	2.2
L. Demchuk	2025-04-10	Draft cheque requisition for approval; record and process payables; print and mail cheque; scan support to file.	0.3
B. Warga	2025-04-11	Review of various correspondence re: building matters.	0.7



Staff	Date	Comments	Hours
J. Fritz	2025-04-11	Correspondence with contractors and R. Cohen re: building maintenance matters.	0.5
J. Fritz	2025-04-12	Building maintenance matters; correspondence with R. Cohen and service providers.	0.3
B. Warga	2025-04-14	Correspondence to/from J. Fritz re: building matters.	0.3
J. Fritz	2025-04-14	Building maintenance correspondence.	0.6
B. Warga	2025-04-15	Discussion of file matters with J. Fritz re: building issues and finalization of G. Kopec's involvement.	0.4
J. Fritz	2025-04-15	Building maintenance matters; G. Kopec correspondence re: equipment.	0.4
B. Warga	2025-04-16	Review of e-mail correspondence re: building matters.	0.3
J. Fritz	2025-04-16	Building maintenance, contractor, and R. Cohen correspondence.	0.5
B. Warga	2025-04-17	Discussion of building matters with J. Fritz.	0.3
J. Fritz	2025-04-17	Contractor and R. Cohen correspondence re: building maintenance matters.	0.3
J. Fritz	2025-04-21	Building maintenance and payables matters.	0.3
L. Demchuk	2025-04-22	Draft payable requisition; record and process payables; print and mail cheques; scan support to file.	0.4
J. Fritz	2025-04-23	Equipment removal correspondence.	0.2
L. Demchuk	2025-04-24	Banking matters; correspondence with T. Foote and J. Fritz re: same.	0.2
B. Warga	2025-04-25	Meeting on site to tour the premises and meet with G. Kopec.	1.6
J. Fritz	2025-04-25	Onsite attendance re: building and equipment matters; meeting with G. Kopec; contractor correspondence.	1.4
J. Fritz	2025-04-30	Environmental assessment correspondence; equipment matters correspondence.	0.3
B. Warga	2025-05-01	Discussions with J. Fritz re: premises, G. Kopec, and equipment proceeds.	0.3
J. Fritz	2025-05-01	Onsite meeting with G. Kopec re: equipment matters.	2.3
B. Warga	2025-05-02	Updates to R&D; correspondence to L. Demchuk re: disbursements; review of Clean Energy repair invoices.	0.5
B. Warga	2025-05-05	Review of correspondence to/from Pitblado; correspondence with J. Fritz re: on-site matters; disbursement approval.	0.2
J. Fritz	2025-05-05	Site attendance re: environmental assessment and alarm matters; correspondence with counsel.	0.9
L. Demchuk	2025-05-05	Draft payable requisition for approval.	0.1

Staff	Date	Comments	Hours
B. Warga	2025-05-06	Updates to asset sale schedule and correspondence to G. Kopec; discussion of file matters with J. Fritz.	0.4
J. Fritz	2025-05-06	Environmental correspondence; G. Kopec correspondence and schedule finalization re: equipment matters.	0.4
L. Demchuk	2025-05-06	Process payable; print and mail cheque; scan support to file.	0.3
B. Warga	2025-05-07	Correspondence to/from BDC re: Pinchin update; discussion of building matters with J. Fritz.	0.6
J. Fritz	2025-05-07	Appointing creditor correspondence and environmental consultant matters.	0.3
J. Fritz	2025-05-09	Building maintenance matters.	0.2
J. Fritz	2025-05-12	Payables review and requests; building maintenance correspondence.	0.5
L. Demchuk	2025-05-12	Draft payable requisition for approval.	0.1
Z. Klassen	2025-05-13	Compile GST return.	0.1
B. Warga	2025-05-14	Review of correspondence to/from Pinchin re: Phase II reporting.	0.2
J. Fritz	2025-05-14	Environmental consultant correspondence; correspondence with chemical disposal contractor.	0.4
J. Fritz	2025-05-15	Site attendance re: chemical disposal and building maintenance matters; correspondence with R. Cohen re: building maintenance matters; call with environmental consultant re: reporting.	1.8
L. Demchuk	2025-05-15	Record and process payables; print and mail cheques; scan support to file.	0.3
Z. Klassen	2025-05-15	File GST return.	0.1
J. Fritz	2025-05-16	Building maintenance matters.	0.3
J. Fritz	2025-05-20	Onsite attendance re: chemical disposal meeting; building maintenance matters.	1.2
L. Demchuk	2025-05-20	Draft payable requisition for approval.	0.1
J. Fritz	2025-05-21	Building maintenance/environmental consultant correspondence.	0.3
L. Demchuk	2025-05-21	Process payable; print and mail cheque; scan support to file.	0.2
J. Fritz	2025-05-26	Contractor time compilation; correspondence with contractor re: billing.	0.3
J. Fritz	2025-05-27	Building maintenance matters.	0.2
J. Fritz	2025-05-30	Building maintenance matters; payables.	0.1



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Business Development Bank of Canada
Business Restructuring
81 Bay Street, Unit 3700
Toronto, ON M5J 0E7

Attention: Mathieu Richard, Director Business Restructuring

Date	Invoice
September 2, 2025	CINV3580600 CUS0079408

RE: Kromar Printing Ltd. - Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	\$ 33,410.00
GST/HST (5%) 101518124RT0001	1,670.50
TOTAL	\$ 35,080.50

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	29.2	550.00	16,060.00
J. Fritz, Sr. Manager	36.6	450.00	16,470.00
Z. Klassen, Sr. Associate	0.6	300.00	180.00
L. Demchuck, Technician	3.5	200.00	700.00
Total	69.9		\$ 33,410.00

Ways to pay:

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

GST No. 101518124RT0001



Staff	Date	Comments	Hours
B. Warga	2025-06-02	Discussion of file matters with J. Fritz re: environmental update; billing; review of 246(2) reporting.	0.6
J. Fritz	2025-06-02	Statutory reporting (246(2) Report); correspondence with Environmental Consultant; building payables.	1.3
J. Fritz	2025-06-03	Correspondence with Environmental Consultant; building maintenance matters.	0.3
B. Warga	2025-06-06	Call with Environmental Consultant re: Phase II testing results; discussion of file matters with J. Fritz.	0.8
J. Fritz	2025-06-06	Correspondence with Environmental Consultant; review of data with B. Warga.	0.8
B. Warga	2025-06-09	E-mail correspondence to/from Environmental Consultant re: Phase II testing; call with Environmental Consultant and Purchaser re: Phase II testing results; updates to R&D and forecast.	2.1
J. Fritz	2025-06-09	Correspondence with Environmental Consultant; correspondence with Prospective Purchaser; legal counsel correspondence; B. Warga file matters review.	1.6
B. Warga	2025-06-10	Call with Pitblado re: environmental findings; call with Pitblado and MLTA re: same; updates to NRV analysis.	1.6
J. Fritz	2025-06-10	Correspondence with counsel; correspondence with counsel and appointing creditor's counsel re: sale transaction matters; building maintenance matters.	1.8
B. Warga	2025-06-11	Correspondence to/from BDC re: meeting; correspondence to/from Environmental Consultant re: remediation and air quality quotes.	0.6
J. Fritz	2025-06-11	Correspondence with counsel; Environmental Consultant correspondence.	0.3
B. Warga	2025-06-12	Updates to draft NRV analysis; e-mail correspondence to BDC and provision of pdf files re: environmental testing.	0.4
J. Fritz	2025-06-12	Building maintenance matters; site visit with Prospective Purchaser; Environmental Consultant information requests.	2.1
B. Warga	2025-06-13	Call with BDC and counsel re: environmental update and prep for same; preparation of Receiver's borrowing certificate; review of correspondence from Pitblado re: CSR Act.	1.5
J. Fritz	2025-06-13	Call with appointing creditor and counsels re: file and real property sale matters; borrowing certificate logistics.	0.8
J. Fritz	2025-06-16	Building maintenance matters; correspondence with R. Cohen and Protelec.	0.4
B. Warga	2025-06-17	Correspondence to Environmental Consultant re: air quality quote.	0.2
Z. Klassen	2025-06-17	Compile and file May 2025 GST return.	0.2
L. Demchuk	2025-06-18	Draft payable requisition.	0.1

Staff	Date	Comments	Hours
B. Warga	2025-06-19	Review of Environmental Consultant proposal; correspondence to BDC re: same; discussion of file matters with J. Fritz.	1.2
J. Fritz	2025-06-19	Review of Environmental Consultant proposals and correspondence to appointing creditor.	0.4
L. Demchuk	2025-06-19	Record and process payable in Ascend.	0.2
B. Warga	2025-06-20	Review of Environmental Consultant proposals; correspondence to/from Environmental Consultant re: amendments to same.	0.6
B. Warga	2025-06-23	Correspondence to/from BDC re: environmental matters; call with Purchaser re: environmental matters and Environmental Consultant's additional scope of work.	0.7
J. Fritz	2025-06-23	Building maintenance and payables matters.	0.4
L. Demchuk	2025-06-23	Correspondence with B. Warga re: banking matters; record and post receipt in Ascend.	0.2
B. Warga	2025-06-24	Correspondence with Environmental Consultant re: proposals; correspondence to/from J. Fritz re: on-site matters and disbursements.	0.3
L. Demchuk	2025-06-24	Draft payable requisition.	0.1
J. Fritz	2025-06-25	Environmental agreement review; execution and circulation of same; building maintenance correspondence.	0.6
L. Demchuk	2025-06-25	Record and process deposit.	0.2
L. Demchuk	2025-06-26	Record payables for processing.	0.1
L. Demchuk	2025-06-27	Print and mail cheques; scan support to file.	0.2
B. Warga	2025-06-30	Correspondence to/from BDC and creditor re: enquiry.	0.2
B. Warga	2025-07-02	Updates to R&D; correspondence to/from BDC; disbursement request.	0.5
J. Fritz	2025-07-03	Deposit processing; building maintenance matters and supplier payments.	0.4
L. Demchuk	2025-07-03	Process deposit; draft payable requisition; record and process payables; correspondence with J. Fritz re: legal invoice.	0.4
L. Demchuk	2025-07-04	Trust accounting.	0.1
B. Warga	2025-07-07	Disbursement approval; call with interested stakeholder; review of e-mail correspondence re: environmental testing.	0.4
L. Demchuk	2025-07-07	Void and reissue payable in Ascend; print and mail cheques; scan support to file.	0.3
J. Fritz	2025-07-14	Building maintenance matters; Environmental Consultant correspondence; chemical removal agreement review and correspondence; payable requests.	1.6
L. Demchuk	2025-07-14	Draft payable requisition; record and process payables.	0.2



Staff	Date	Comments	Hours
L. Demchuk	2025-07-15	Process payables; print and mail cheques; scan support to file.	0.2
B. Warga	2025-07-18	Creditor call and correspondence; e-mail to/from Purchaser re: Phase II reporting.	0.2
B. Warga	2025-07-21	Review of correspondence re: life insurance.	0.1
J. Fritz	2025-07-21	Building maintenance and repair matters; life insurance correspondence.	0.5
Z. Klassen	2025-07-21	Compile and file June 2025 GST return.	0.2
J. Fritz	2025-07-22	Correspondence with life insurance broker; CRA correspondence.	1.3
J. Fritz	2025-07-24	Building maintenance correspondence.	0.5
L. Demchuk	2025-07-28	Print and mail cheques; scan support to file.	0.2
J. Fritz	2025-07-29	Building maintenance matters; payables correspondence; Environmental Consultant correspondence.	0.5
B. Warga	2025-07-30	Review of Environmental Consultant correspondence re: air quality testing status; correspondence to/from BDC re: same.	0.2
J. Fritz	2025-07-30	Building maintenance and utility matters.	0.4
L. Demchuk	2025-07-31	Draft payment requisition; record and process payables; correspondence with T. Hanson re: banking matters.	0.3
B. Warga	2025-08-06	Call to Purchaser re: heating solution; discussion of same with J. Fritz.	0.3
J. Fritz	2025-08-06	Agreement review re: Purchaser; Environmental Consultant correspondence; building maintenance matters.	0.8
B. Warga	2025-08-07	Review of Environmental Consultant draft reporting re: remediation; correspondence to/from J. Fritz re: same; correspondence to/from Purchaser re: heating solution invoicing.	1.0
J. Fritz	2025-08-07	Environmental Consultant correspondence and report review; correspondence with counsel; correspondence with Prospective Purchaser re: heating solution matters and billing review; building maintenance items.	3.6
B. Warga	2025-08-11	Review of correspondence to Purchaser re: invoicing and Phase II ESA results; review of remediation quote from Environmental Consultant; call with Environmental Consultant re: same and air quality / soil vapor testing results.	1.2
J. Fritz	2025-08-11	Purchaser correspondence; environmental report review; correspondence with Environmental Consultant re: remediation; building maintenance and payables matters; forecast expense review.	2.6
B. Warga	2025-08-12	Review of Environmental Consultant reporting; update call with MLTA and Pitblado re: same; review of R&D and estimated costs.	1.1
J. Fritz	2025-08-12	Building maintenance correspondence; correspondence with appointing creditor's counsel re: building sale matters.	0.8

Staff	Date	Comments	Hours
J. Fritz	2025-08-13	Building matters re: city water upgrade contractor coordination; Environmental Consultant correspondence.	0.6
L. Demchuk	2025-08-13	Draft payable requisition; record and process payables; print and mail cheques; scan support to file.	0.3
B. Warga	2025-08-14	Correspondence to/from Environmental Consultant re: environmental updates.	0.3
J. Fritz	2025-08-14	Building maintenance matters; onsite attendance re: alarm.	0.4
B. Warga	2025-08-15	Call with Environmental Consultant re: environmental update.	1.0
J. Fritz	2025-08-15	Onsite attendance re: chemical removal and water upgrade matters; correspondence with Environmental Consultant re: review of results and recommendations.	3.9
B. Warga	2025-08-18	Environmental update correspondence to BDC.	0.9
B. Warga	2025-08-19	Environmental update call with BDC, MLTA, and Pitblado; correspondence to/from Purchaser re: update call.	1.6
J. Fritz	2025-08-19	Call with appointing creditor re: update.	0.8
Z. Klassen	2025-08-19	Prepare and file July 2025 GST return.	0.2
B. Warga	2025-08-20	Environmental update call with Purchaser/Environmental Consultant; call with Environmental Consultant; updates to R&D and NRV analysis; call with legal counsel.	2.4
J. Fritz	2025-08-20	Correspondence with Prospective Purchaser, counsel, and Environmental Consultant; building maintenance matters.	3.0
B. Warga	2025-08-21	Drafting of Receiver's Second Report; creditor correspondence; correspondence to G. Kopec re: sale proceeds.	1.9
B. Warga	2025-08-25	Draft correspondence to City of Winnipeg re: property status.	0.3
J. Fritz	2025-08-25	NRV review; payables and building maintenance matters; city correspondence re: remediation.	1.4
B. Warga	2025-08-26	Drafting of Second Report; review of environmental reporting matters.	1.3
J. Fritz	2025-08-26	CRA response re: taxpayer relief enquiry.	0.2
B. Warga	2025-08-27	Asset realization matters and discussion of same with J. Fritz.	0.1
J. Fritz	2025-08-27	Personal property purchaser correspondence.	0.6
B. Warga	2025-08-28	Correspondence to Pitblado re: priorities; drafting of Second Report and Confidential Supplement; review of correspondence to Purchaser.	3.6
J. Fritz	2025-08-28	Building maintenance and payable matters; Purchaser correspondence; heating solution invoice review; CRA correspondence; Court reporting matters.	1.9



Staff	Date	Comments	Hours
L. Demchuk	2025-08-28	Draft payable requisition; record and process payables; print and mail cheques; scan support to file.	0.4



Tel: 204 956 7200
www.bdo.ca

BDO Canada Limited
201 Portage Ave, 26th Floor
Winnipeg, MB R3B 3K6

Strictly Private & Confidential

Business Development Bank of Canada
Business Restructuring
81 Bay Street, Unit 3700
Toronto, ON M5J 0E7

Attention: Mathieu Richard, Director Business Restructuring

Date	Invoice
November 17, 2025	CINV3673830 CUS0079408

RE: Kromar Printing Ltd. - Receivership

TO OUR FEE FOR PROFESSIONAL SERVICES for the work performed in accordance with the Court Appointed Receivership proceedings in the above noted matter.

Our Fee	\$ 23,735.00
GST/HST (5%) 101518124RT0001	1,186.75
TOTAL	\$ 24,921.75

Summary of Time Charges:

	Hours	Rate	Amount
B. Warga, Partner	22.3	550.00	12,265.00
J. Fritz, Sr. Manager	20.8	450.00	9,360.00
Z. Klassen, Sr. Associate	4.1	300.00	1,230.00
L. Demchuck, Technician	4.4	200.00	880.00
Total	51.6		\$ 23,735.00

Ways to pay:

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

GST No. 101518124RT0001



Staff	Date	Comments	Hours
B. Warga	2025-09-02	Interim billing; review of various file correspondence re: building matters.	0.3
B. Warga	2025-09-03	Drafting of Third Confidential Supplement and Second Report.	4.1
J. Fritz	2025-09-03	Building maintenance matters; G. Kopec correspondence re: equipment; Environmental Consultant correspondence.	0.7
Z. Klassen	2025-09-03	Financial statement preparation for corporate tax return.	1.4
B. Warga	2025-09-04	Call with Pitblado re: priorities review; review of air quality reporting from Environmental Consultant.	1.1
J. Fritz	2025-09-04	Correspondence with CRA re: renewed online access request and deemed trust details; review of prescribed security interest criteria; environmental reporting review and identification of items outstanding.	2.1
L. Demchuk	2025-09-04	Trust accounting.	0.1
B. Warga	2025-09-05	Discussion of file matters with J. Fritz (i.e. equipment sale and environmental matters).	0.5
J. Fritz	2025-09-05	G. Kopec correspondence re: equipment agreement; Environmental Consultant correspondence re: air quality; CRA correspondence re: deemed trust claim detail.	1.0
Z. Klassen	2025-09-05	Financial statement review/preparation for corporate tax return.	1.8
J. Fritz	2025-09-08	Correspondence with G. Kopec re: equipment payment.	0.2
B. Warga	2025-09-09	Correspondence to Pitblado re: priority call with MLTA.	0.1
B. Warga	2025-09-10	Update correspondence to BDC; correspondence to/from Purchaser re: deposit.	0.9
J. Fritz	2025-09-10	Direction re: G. Kopec mailing; G. Kopec correspondence.	0.2
L. Demchuk	2025-09-10	Trust accounting; correspondence with B. Warga and J. Fritz.	0.1
B. Warga	2025-09-11	Update call with MLTA and Pitblado re: additional borrowings and priorities.	0.7
L. Demchuk	2025-09-11	Correspondence with B. Warga and Versabank re: incoming wire payment; trust accounting.	0.2
L. Demchuk	2025-09-12	Record and post incoming wire payment; correspondence with B. Warga and J. Fritz re same.	0.1
J. Fritz	2025-09-15	Building maintenance matters.	0.3
L. Demchuk	2025-09-15	Draft payable requisition; record payables for processing; print and mail cheques; scan support to file.	0.3
J. Fritz	2025-09-16	Building maintenance matters; prospective purchaser requests; review of deemed trust and prescribed security interest matters.	0.9
L. Demchuk	2025-09-18	Trust accounting.	0.1
Z. Klassen	2025-09-19	Compile August 2025 GST return.	0.1



Staff	Date	Comments	Hours
B. Warga	2025-09-20	Correspondence to Environmental Consultant re: scope three drilling quote.	0.1
J. Fritz	2025-09-20	Site attendance re: alarm; alarm company correspondence; building maintenance matters.	0.8
J. Fritz	2025-09-21	Building maintenance matters.	0.2
J. Fritz	2025-09-22	Building maintenance matters: correspondence with contractor; R. Cohen direction.	0.3
Z. Klassen	2025-09-22	File August 2025 GST return.	0.1
J. Fritz	2025-09-23	Building maintenance and contractor logistics.	0.2
B. Warga	2025-09-25	Correspondence to Environmental Consultant re: Phase II ESA scope of work extension.	0.1
L. Demchuk	2025-09-25	Record receipts and generate deposit slip.	0.1
L. Demchuk	2025-09-26	Trust accounting.	0.1
J. Fritz	2025-09-29	Building maintenance and payables matters; correspondence with counsel; Environmental Consultant correspondence.	0.7
L. Demchuk	2025-09-29	Draft payable requisition and record payables in Ascend.	0.2
B. Warga	2025-09-30	Correspondence to Environmental Consultant re: additional phase II scope of work.	0.1
B. Warga	2025-10-01	Correspondence to/from Purchaser re: file matters.	0.1
J. Fritz	2025-10-01	Building maintenance matters; correspondence with counsel.	0.3
B. Warga	2025-10-02	Review of correspondence from Environmental Consultant re: Phase II drilling additional scope.	0.2
J. Fritz	2025-10-02	Building maintenance matters; correspondence with counsel.	0.2
B. Warga	2025-10-03	Updates to R&D and estimated ongoing receivership costs; update correspondence to BDC; call with Purchaser re: environmental matters; correspondence to Pitblado re: trust funds.	1.6
L. Demchuk	2025-10-03	Email to Versabank re: incoming wire payment; correspondence with J. Fritz and B. Warga; print cheques and scan support to file.	0.3
L. Demchuk	2025-10-06	Trust accounting; correspondence with J. Fritz and B. Warga re: incoming wire; correspondence with T. Einarson of Pitblado.	0.3
B. Warga	2025-10-07	Correspondence to/from BDC re: file matters; review of priority opinion and CRA claim.	0.8
L. Demchuk	2025-10-07	Phone call and conversation with T. Einarson (Pitblado) re: wire instructions and processing payment to estate.	0.2
B. Warga	2025-10-09	Call with BDC; preparation for same; meeting with Pitblado re: deposit funds.	1.9
J. Fritz	2025-10-09	Site attendance re: alarm matters; building maintenance correspondence; appointing creditor correspondence.	1.9

Staff	Date	Comments	Hours
B. Warga	2025-10-10	Review of correspondence from J. Fritz re: CRA; deposit of trust funds.	0.4
J. Fritz	2025-10-10	Building maintenance matters; CRA correspondence and information requests re: deemed trust claim; appointing creditor correspondence re: loan advance and payment details.	1.1
J. Fritz	2025-10-14	Building maintenance and payable matters.	0.7
B. Warga	2025-10-15	Correspondence to/from BDC re: priority table; correspondence to Access Property Management re: wire; internal wire processing matters.	0.5
L. Demchuk	2025-10-15	Draft payable requisition and wire request for approval and processing; correspondence with Versabank re: deposit to account; record and post wire payment in Ascend.	0.5
J. Fritz	2025-10-16	Building maintenance matters.	0.3
L. Demchuk	2025-10-16	Record receipt and process deposit in Ascend; save support to server.	0.2
L. Demchuk	2025-10-16	Trust accounting.	0.2
J. Fritz	2025-10-17	Building maintenance matters.	0.2
Z. Klassen	2025-10-17	Compile September 2025 GST return; correspondence re: file matters.	0.3
L. Demchuk	2025-10-20	Record and process payables.	0.2
J. Fritz	2025-10-21	Correspondence with CRA re: origination of deemed trust claim and supporting document review/request.	0.4
J. Fritz	2025-10-22	Building maintenance and utility correspondence.	0.3
L. Demchuk	2025-10-22	Trust accounting.	0.1
L. Demchuk	2025-10-22	Prepare and send courier.	0.1
L. Demchuk	2025-10-23	Draft payable requisition; record and process payable; print cheque and scan support to file.	0.3
Z. Klassen	2025-10-23	Review sales/revenue; correspondence/direction re: sales	0.3
B. Warga	2025-10-24	Calls with BDC re: file matters and strategy moving forward; call with Purchaser; call with Pitblado.	1.5
J. Fritz	2025-10-24	Correspondence with appointing secured creditor; correspondence with prospective purchaser; disbursement analysis.	1.9
B. Warga	2025-10-27	Call with BDC re: file matters; updates to Second Report and Confidential Supplement.	3.1
J. Fritz	2025-10-27	Correspondence with appointing creditor; onsite attendance and correspondence re: building maintenance matters.	1.4
J. Fritz	2025-10-28	Onsite attendance and contractor correspondence re: building maintenance matters.	0.6



Staff	Date	Comments	Hours
Z. Klassen	2025-10-28	File September 2025 GST return.	0.1
B. Warga	2025-10-29	Calls with Purchaser; call with BDC; discussion of options with J. Fritz.	1.6
J. Fritz	2025-10-29	Correspondence with appointing creditor; prospective purchaser correspondence; building maintenance matters.	1.3
L. Demchuk	2025-10-30	Draft payable requisition for approval; record payables for processing.	0.1
B. Warga	2025-10-31	Call with Pitblado re: priorities.	0.3
J. Fritz	2025-10-31	Correspondence with counsel.	0.4
L. Demchuk	2025-10-31	Print and mail cheques; scan support to file.	0.2
B. Warga	2025-11-04	Call with Pitblado re: file matters and Court hearing; correspondence with Purchaser re: update.	0.4
J. Fritz	2025-11-04	Correspondence with counsel.	0.5
J. Fritz	2025-11-05	Environmental Consultant correspondence.	0.2
B. Warga	2025-11-06	Call with Environmental Consultant re: environmental matters.	0.9
J. Fritz	2025-11-06	Environmental Consultant correspondence.	0.9
B. Warga	2025-11-07	Call with Purchaser re: transaction; call with legal counsel re: same.	0.5
J. Fritz	2025-11-07	Correspondence with counsel.	0.3
J. Fritz	2025-11-12	Building maintenance/payable matters.	0.3
B. Warga	2025-11-13	Calls with legal counsel re: transaction matters, call with Purchaser legal counsel, and Court hearing.	0.5
L. Demchuk	2025-11-13	Record and process payables; print and mail cheques; scan support to server.	0.4

Appendix C – Fees and Disbursements of the Receiver’s Legal Counsel

KROMAR PRINTING LTD.

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
PITBLADO LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
11-Mar-25	546173	\$ 50,861	\$ 322	\$ 2,552	\$ 3,560	\$ 57,294	102.2
04-Jul-25	550901	13,913	113	701	974	15,701	26.5
01-Oct-25	554535	26,790	291	1,354	1,875	30,310	63.9
Total		\$ 91,563	\$ 725	\$ 4,607	\$ 6,409	\$ 103,305	192.6

Appendix D – Interim Statement of Receipts and Disbursements for the period November 30, 2023 to November 17, 2025

KROMAR PRINTING LTD.
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period November 30, 2023 to November 17, 2025

	<u>Amount</u>	<u>Notes</u>
Receipts		
Cash on hand	\$ 201	
Accounts receivable	151,328	
GST refund	6,561	
GST collections	1,776	
Insurance proceeds	33,164	
Interest	5,413	
Miscellaneous receipts	532	
Receiver's borrowings	800,000	
Sale of assets	305,745	
Total Receipts	1,304,721	
Disbursements		
Appraisal fees	6,500	
Bank fees	48	
Casual labour	23,207	
Chemical disposal	15,263	
Customer flow through payments	4,061	1
Environmental	76,360	
Equipment lease	5,291	
Filing fees	151	
GST on disbursements	25,193	
GST on Receiver fees and disbursements	13,470	
GST on legal fees and disbursements	6,499	
Insurance	200,726	
Legal fees and disbursements	130,432	2
License renewal	1,732	
Payroll processing	185	
PST on disbursements	10,994	
PST on legal fees and disbursements	9,009	
Receiver fees and disbursements	269,404	3
Repairs and maintenance	275,406	
Security	3,864	
Utilities	143,245	
Total Disbursements	1,221,037	
Excess of Receipts over Disbursements - Funds Held in Trust as at November 17, 2025	\$ 83,684	

Notes:

- 1) Flow through payments to suppliers in order to complete pending customer orders.
- 2) Excludes legal fees and disbursements subsequent to April 30, 2025.
- 3) Excludes Receiver's fees and disbursements subsequent to May 30, 2025.