

COURT FILE NUMBER	2203-18590	Clerk's stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF/DEFENDANT BY COUNTERCLAIM	1823741 ALBERTA LTD.	<i>Tg ent</i>
DEFENDANT BY COUNTERCLAIM	MICHAEL JAMES GANSER	
DEFENDANT/PLAINTIFF BY COUNTERCLAIM	MARK EDMUND HALDANE	
APPLICANT	BDO CANADA LIMITED	
DOCUMENT	<b>APPLICATION FOR APPROVAL OF SALE, AUCTION AGREEMENT, CLAIM PROCESS, FEES AND ACTIVITIES OF RECEIVER</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Stikeman Elliott LLP Barristers & Solicitors 4200 Bankers Hall West 888-3rd Street SW Calgary, AB T2P 5C5  Karen Fellowes, K.C. / Isis R. Tse  Tel: (403) 724-9469 / (403) 724-9488 Fax: (403) 266-9034  Email: kfellowes@stikeman.com / itse@stikeman.com  File No.: 149533-1003	

**NOTICE TO RESPONDENT(S):**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

Date:	November 4, 2025
Time:	11: 00 am
Where:	Calgary Courts Centre, via Webex
Before Whom:	The Honourable Justice Neilson

Go to the end of this document to see what else you can do and when you must do it.

### Remedy claimed or sought:

1. BDO Canada Limited (“**BDO**” or the “**Receiver**”) is the court-appointed receiver and manager over all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof of 1823741 Alberta Ltd. (“**182**”) and 1872806 Alberta Ltd. (“**187**” and collectively with 182, the “**Debtors**” and each respectively a “**Debtor**”) and other property (collectively, the “**Property**”), pursuant to a receivership order granted by the Court of King’s Bench of Alberta (the “**Receivership Order**”) dated October 15, 2024 (the “**Receivership Date**”).
2. In this Application, the Receiver seeks from this Honourable Court:
  - a. An Order substantially in the form attached hereto as Schedule “A”, which seeks, among other things, orders:
    - i. Approving the asset purchase agreement (the “**Asset Purchase Agreement**”) between the Receiver and 2211824 Alberta Ltd. and 1578646 Alberta Ltd. (collectively, the “**Purchaser**”), and the transaction contemplated thereby (the “**Proposed Transaction**”), as set out in the Second Report of the Receiver, dated October 28, 2025 (the “**Second Report**”);
    - ii. Vesting in the Purchaser all of the Receiver’s right, title, and interest in and to the Purchased Assets, as defined in the Asset Purchase Agreement and paragraph 2 of the Receivership Order;
  - b. An Order which seeks sealing of the Confidential Supplement to the Second Report (the “**Confidential Supplement**”), in a form set out as Schedule “B” to this application;

- c. An Order substantially in the form attached hereto as Schedule “C”, which seeks, among other things, orders:
- i. Approving the auction and liquidation services agreement (the “**Auction Agreement**”) between the Receiver and McDougall Auctioneers Ltd. (the “**Auctioneer**”), as set out in the Second Report, and authorizing the Auctioneer to conduct an auction in accordance with the terms of the Auction Agreement;
  - ii. Approving the Proposed Distribution, as set out in the Second Report;
  - iii. Approving the Receiver’s actions, conduct, and activities as set out in the Second Report;
  - iv. Approving the professional fees and disbursements of the Receiver and the Receiver’s legal counsel, Stikeman Elliott LLP, as set out in the Second Report and fee affidavit of Kevin Meyler, without the necessity of a formal passing of their accounts.
- d. An Order substantially in the form attached hereto as Schedule “D”, which seeks, among other things, orders:
- i. Approving the proposed Claims Processes as set out in the Second Report.
- e. Such further and other relief as this Honourable Court deems just and appropriate.

**Grounds for making this application:**

***Approval of Sale and Vesting Order***

3. The Receiver was appointed as the receiver and manager of the Debtors and other property, pursuant to the Receivership Order.
4. By the Order of the Honourable Justice M.J. Lema of this Court, the sales process proposed by the Receiver, as set out in the First Report and Supplemental Report (the “**SISP**”), was approved on July 21, 2025.
5. The Receiver ran the SISP for the Property as described in the Second Report.

6. The SISP undertaken by the Receiver was fair and reasonable in the circumstances because the SISP was conducted efficiently, with integrity, and provided sufficient exposure of the Property to the market.
7. As a result of the SISP, the Receiver negotiated and entered into the Asset Purchase Agreement on October 28, 2025. The material terms of the Asset Purchase Agreement are further particularized in the Second Report and the Confidential Supplement. The Receiver seeks a sealing order with respect to the Confidential Supplement in order to preserve the marketability of the Property should the Proposed Transaction not close.
8. The Receiver is of the view that the Asset Purchase Agreement and Proposed Transaction should be approved because, among other things:
  - a. The Asset Purchase Agreement is fair and reasonable;
  - b. The sales process was conducted in a fair and transparent, Court-approved manner;
  - c. The purchase price under the Asset Purchase Agreement, in conjunction with the net minimum guarantee under the Auction Agreement, result in the highest possible gross sale proceeds in accordance with the SISP.

***Temporary Sealing the Confidential Supplement to the Second Report by way of Sealing Order***

9. The Confidential Supplement to the Second Report contains confidential and commercially sensitive financial information of the results of the Receiver's administration of the SISP.
10. Temporarily sealing of the Confidential Supplement is necessary to prevent serious risk to recovery interests of the estate and its stakeholders, as reasonable alternative measures will not prevent the risk.
11. The salutary effects of temporarily sealing the Confidential Supplement outweigh its deleterious effects..

***Approval of Auction***

12. After completing the marketing process in accordance with the SISP, the Receiver negotiated the Auction Agreement (in conjunction with the Asset Purchase Agreement) for the sale of certain assets excluded in the Proposed Transaction (the "**Excluded Assets**"). In order to best monetize the Excluded Assets, the Receiver has engaged the Auctioneer to conduct to the Auction pursuant

to, and in accordance with, the Auction Agreement, which is subject to this Honourable Court's approval.

13. The Receiver submits that the proposed Auction as outlined in the Auction Agreement is fair and reasonable in the circumstances, as such process will maximize available recovery for the benefit of the Debtors' estate.

#### ***Approval of Proposed Distribution***

14. Should this Honourable Court approve the Proposed Transaction and Auction Agreement, the Receiver anticipates having sufficient available net proceeds to fully satisfy the claims of proven secured creditors. However, given the uncertainty surrounding the amount of post-receivership obligations from operations as outlined in the Second Report, the Receiver is seeking the Court's approval to repay the secured indebtedness owed to the Business Development Bank of Canada ("**BDC**") in full, however proposes to issue an interim distribution to BDC in the amount of \$1,150,000 following the conclusion of the transactions, with the balance to be withheld and remitted to BDC pending the completion of the Post- Receivership Claims Process. Accordingly, the Receiver submits that the Proposed Distribution as defined in the Second Report is appropriate in the circumstances.

#### ***Approval of Actions, Activities, Conduct, and Fees***

15. The activities of the Receiver and its legal counsel are described in detail in the Second Report filed in this proceeding, and the fees of the Receiver and its legal counsel are described in the Affidavit of Kevin Meyler in the Confidential Supplement.
16. The Receiver submits that its actions, activities, conduct, fees, and disbursements, and those of its legal counsel were appropriate and necessary for the administration of the receivership and ought to be approved by this Honourable Court.

#### ***Approval of Claims Processes***

17. As set out in the Second Report, the Receiver is proposing the Court's approval of the following Claims Processes to quantify claims against the estate for the post-receivership and pre-receivership periods:
  - a. Post-receivership claims, in relation to expenses for third party operations conducted on a site within the Receiver's control ("**Post Receivership Claims**");

- b. Pre-receivership claims (“**Pre-Receivership Claims**”), to be conducted in the event that there are sufficient funds in the estate to administer a claims process for the unsecured creditors
- 18. The Receiver has prepared the proposed Claims Processes to adjudicate post filing and pre-filing claims as described in the Second Report.
- 19. The Receiver submits that the form of Claims Process proposed is fair, reasonable, and appropriate in the circumstances.

**Material or evidence to be relied on:**

- 20. The Receiver’s Second Report, filed herewith.
- 21. The Confidential Supplement to the Receiver’s Second Report, filed herewith.
- 22. The pleadings, affidavits, and other materials previously filed in these proceedings.
- 23. Such further and other evidence or material as counsel may advise and this Honourable Court may permit.

**Applicable Rules:**

- 24. Alberta Rules of Court, Alta Reg 124/2010.

**Applicable Acts and Regulations:**

- 25. *Judicature Act*, RSA 2000, c J-2.
- 26. *Business Corporations Act*, RSA 2000, c B-9.
- 27. *Personal Property Security Act*, RSA 2000, c P-7.

**Any irregularity complained of or objection relied on:**

- 28. None.

**How the application is proposed to be heard or considered:**

- 29. Via WebEx on the Commercial List.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

# SCHEDULE "A"

COURT FILE NUMBER COURT 2203-18590 COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF/DEFENDANT BY 1823741 ALBERTA LTD.  
COUNTERCLAIM DEFENDANT BY MICHAEL JAMES GANSER  
COUNTERCLAIM DEFENDANT/PLAINTIFF BY MARK EDMUND HALDANE  
COUNTERCLAIM APPLICANT BDO CANADA LIMITED

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **STIKEMAN ELLIOTT LLP**  
4200 Bankers Hall West  
888 – 3<sup>rd</sup> Street S.W.  
Calgary, AB T2P 5C5

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File No.: 149533-1003

**Counsel for the Applicant BDO Canada Limited**

**UPON THE APPLICATION** of BDO Canada Limited (the "**Applicant**" or "**BDO**") in its capacity as Receiver (the "**Receiver**") of 1823741 Alberta Ltd. and 1872806 Alberta Ltd. (each, a "**Debtor**" and collectively, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement between the Receiver and 2211824 Alberta Ltd. and 1578646 Alberta Ltd. (collectively, the "**Purchaser**") dated October 28, 2025 (the "**APA**"), and appended as the Confidential Supplement to the Second Report of the Receiver. (the "**Second Report**"), vesting in the Purchaser all of the Applicant's right, title and interest in and to the assets described in the APA (the "**Purchased Assets**");

**AND UPON READING** the Order of Justice Lema, dated October 15, 2024 (the "**Receivership Order**"); the Order of Justice Lema, dated July 21, 2025 (the "**SISP Order**"), the Second Report;

the application of the Applicant and supporting materials (the "**Application**"); and the Affidavit of Service of Jessica Watts, filed herewith;

**AND UPON HEARING** submissions by counsel for the Receiver, and any other counsel or other interested parties present; and no one appearing for any other person on the service list, although properly served as it appears from the Affidavit of Service, filed;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this Application is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application and time for service of this Application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The Transaction is hereby approved and execution of the APA by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant may deem necessary. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Assets to the Purchaser.

**VESTING OF PROPERTY**

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Vendor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto, shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the Builders' Lien Act (Alberta) or Prompt Payment and Construction Lien Act (Alberta);

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("Land Titles Registrar") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
  - (i) cancel existing Certificates of Title No. **151 253 085** for those lands and premises municipally described as 4 – 32532 Range Road 42, Mountain View County, Alberta, and legally described as:

PLAN 0611068  
 BLOCK 1  
 LOT 1  
 EXCEPTING THEREOUT ALL MINES AND MINERALS  
 AREA: 3.227 HECTARES (7.97 ACRES) MORE OR LESS

(the "**Lands**");

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 2211824 Alberta Ltd. and 1578646 Alberta Ltd.;
    - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "C", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "C".
  - (c) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Vendor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the APA, other than any required approval by the Energy Regulator referenced in paragraph 3 above.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing

Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity.

8. For the purposes of determining the nature and priority of Claims, net proceeds, from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the APA or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtors.
10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title

representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.

#### **MISCELLANEOUS MATTERS**

15. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtors, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtors; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/182and187>

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of King's Bench of Alberta

## SCHEDULE "A"

### Form of Receiver's Certificate

COURT FILE NUMBER COURT	2203-18590 COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF/DEFENDANT BY COUNTERCLAIM	1823741 ALBERTA LTD.
DEFENDANT BY COUNTERCLAIM	MICHAEL JAMES GANSER
DEFENDANT/PLAINTIFF BY COUNTERCLAIM APPLICANT	MARK EDMUND HALDANE BDO CANADA LIMITED
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>STIKEMAN ELLIOTT LLP</b> 4200 Bankers Hall West 888 – 3 <sup>rd</sup> Street S.W. Calgary, AB T2P 5C5  Karen Fellowes, K.C. / Isis R. Tse Tel: (403) 724-9469 / (403) 724-9488 Fax: (403) 266-9034 Email: kfellowes@stikeman.com / itse@stikeman.com File No.: 149533-1003

**Counsel for the Applicant BDO Canada Limited**

### RECITALS

- A. Pursuant to an Order of the Honourable Justice Lema of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated October 15, 2024 (the "**Receivership Order**"), BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 1823741 Alberta Ltd. ("**182**") and 1872806 Alberta Ltd. ("**187**" and collectively with 182, the "**Debtors**" and each respectively a "**Debtor**") and all property listed in Schedule A and paragraph 2 of the Receivership Order;

- B. Pursuant to an Order of the Court dated November 4, 2025, the Court approved the agreement of purchase and sale made as of October 28, 2025 (the “**Asset Purchase Agreement**”) between the Receiver and 2211824 Alberta Ltd. and 1578646 Alberta Ltd. (collectively, the “**Purchasers**”) and provided for the vesting in the Purchasers of the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 8 of the APA have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the APA.

**THE RECEIVER CERTIFIES** the following:

1. The Purchasers (or their nominee) have paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement;
2. The conditions to Closing as set out in section 8 of the APA have been satisfied or waived by the Receiver and the Purchasers (or their nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**BDO Canada Limited**, in its capacity as Receiver of the undertakings, property and assets of 1823741 Alberta Ltd. and 1872806 Alberta Ltd., and not in its personal capacity.

**Per:** \_\_\_\_\_

**Name:**

**Title:**

## **SCHEDULE “B”**

### **Purchased Assets**

All capitalized terms not otherwise defined herein, Schedule and Section references shall bear the meanings given them in the asset purchase agreement (the “**APA**”) between the Receiver and Purchaser dated October 24, 2025, as amended.

All of the Vendor’s right, title and interest in and to all of the Vendor’s Purchased Assets, as defined in Schedule A of the APA, whether real or personal, tangible or intangible, of every kind and description and wheresoever situate, excluding the Excluded Assets, as defined in Schedule G of the APA.

## **SCHEDULE "C"**

### **Permitted Encumbrances**

751 056 163 – Utility Right of Way

981 120 779 – Caveat

061 133 952 – Caveat

071 295 087 – Caveat

# SCHEDULE "B"

COURT FILE NUMBER 2203-18590  
COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF/DEFENDANT 1823741 ALBERTA LTD.  
BY COUNTERCLAIM  
DEFENDANT BY MICHAEL JAMES GANSER  
COUNTERCLAIM  
DEFENDANT/PLAINTIFF MARK EDMUND HALDANE  
BY COUNTERCLAIM

APPLICANT BDO CANADA LIMITED

DOCUMENT **SEALING ORDER**

ADDRESS FOR **STIKEMAN ELLIOTT LLP**  
SERVICE AND 4200 Bankers Hall West  
CONTACT 888 – 3<sup>rd</sup> Street S.W.  
INFORMATION OF Calgary, AB T2P 5C5  
PARTY FILING THIS  
DOCUMENT

Karen Fellowes, K.C. / Isis R. Tse  
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Fax: (403) 266-9034  
Email: kfellowes@stikeman.com / itse@stikeman.com  
File No.: 149533-1003

**Counsel for the Applicant BDO Canada Limited**

**DATE ON WHICH ORDER WAS PRONOUNCED:** November 4, 2025

**NAME OF JUDGE WHO MADE THIS ORDER:** The Hon. Justice Neilson

**LOCATION OF HEARING:** Edmonton, Alberta via Webex

**UPON THE APPLICATION** BDO Canada Limited (the "**Applicant**" or "**BDO**"); **AND UPON** reading the Application of BDO, the Second Report of BDO in its capacity as Receiver of 1823741 Alberta Ltd. and 1872806 Alberta Ltd. (in such capacity, the "**Receiver**") (the "**Second Report**") and the Confidential Supplement to the Second Report (the "**Confidential Supplement**");

**AND UPON** hearing the submissions of counsel for the Applicant and any other parties present:

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this Application and supporting materials (the “**Application**”) is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application and time for service of this Application is abridged to that actually given.
2. The Confidential Supplement shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the Alberta *Rules of Court*, until the filing of a Receiver’s Certificate confirming the closing of the Transaction contemplated in the Asset Purchase Agreement between the Applicant and 2211824 Alberta Ltd. and 1578646 Alberta Ltd (collectively, the “**Purchasers**”) and the Auction contemplated in the Auction Agreement (as defined and attached to the Second Report and Confidential Supplement).
3. The Clerk of this Honourable Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause in these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY  
BDO CANADA LIMITED THE CONFIDENTIAL MATERIALS ARE  
SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HON.  
JUSTICE NEILSON ON NOVEMBER 4, 2025.

4. Service of this Order shall be deemed good and sufficient by:
  - (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the Application for this Order;
    - (iii) any other parties attending or represented at the Application for this Order;
    - (iv) the Purchaser or the Purchaser’s solicitors; and
  - (b) posting a copy of this Order on the Receiver's website at:

<https://www.bdo.ca/182and187>

and service on any other person is hereby dispensed with.

5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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Justice of the Court of King's Bench of Alberta

# SCHEDULE "C"

COURT FILE NUMBER 2203-18590 Clerk's stamp  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF/DEFENDANT 1823741 ALBERTA LTD.  
BY  
COUNTERCLAIM  
DEFENDANT BY MICHAEL JAMES GANSER  
COUNTERCLAIM  
DEFENDANT/PLAINTIFF MARK EDMUND HALDANE  
BY  
COUNTERCLAIM  
APPLICANT BDO CANADA LIMITED  
DOCUMENT **ORDER (APPROVING AUCTION, PROPOSED DISTRIBUTION, AND FEES AND ACTIVITIES OF RECEIVER)**  
ADDRESS FOR SERVICE **STIKEMAN ELLIOTT LLP**  
AND CONTACT Barristers & Solicitors  
INFORMATION OF 4200 Bankers Hall West  
PARTY FILING 888-3rd Street SW  
THIS DOCUMENT Calgary, AB T2P 5C5  
Karen Fellowes, K.C. / Isis R. Tse  
Tel: (403) 724-9469 / (403) 724-9488  
Fax: (403) 266-9034  
Email: kfellowes@stikeman.com / itse@stikeman.com  
File No.: 149533-1003

**DATE ON WHICH ORDER WAS PRONOUNCED:** November 4, 2025  
**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta  
**JUSTICE WHO MADE THIS ORDER:** The Honourable Justice Neilson

**UPON** the application of BDO Canada Limited (the "**Receiver**") as Court Appointed Receiver and Manager in respect of 1823741 Alberta Ltd. ("**182**") and 1872806 Alberta Ltd. ("**187**" and collectively with 182, the "**Debtors**"), **AND UPON** READING the Second Report of the Receiver, filed (the "**Second Report**") and the Confidential Supplement to the Second Report (the "**Confidential Supplement**"), **AND UPON** hearing counsel for the Receiver, **AND UPON** hearing counsel for Mark Haldane, and any other interested parties

appearing at the application;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the "**Order**") together with all supporting materials is hereby deemed good and sufficient and this application is properly returnable today.

**AUCTION**

2. The Auction Agreement between the Receiver and McDougall Auctioneers Ltd. (the "**Auctioneer**"), as set out in the Second Report, is approved.
3. The Auctioneer is authorized to conduct the auction in accordance with the terms of the Auction Agreement.

**PROPOSED DISTRIBUTION**

4. The Receiver is authorized to make distributions to the parties as set out in the Proposed Distribution in the Second Report.

**APPROVAL OF PROFESSIONAL FEES AND ACTIONS OF THE RECEIVER**

5. The professional fees and disbursements of the Receiver and the Receiver's legal counsel, Stikeman Elliot LLP, as set out in the Second Report and the Second Affidavit of Kevin Meyler in the Confidential Supplement, are hereby approved without the necessity of a formal passing of their accounts.
6. The Receiver's activities as set out in the Second Report and the Statement of Receipts and Disbursements as attached to the Second Report, are hereby ratified and approved.

**MISCELLANEOUS**

7. This Order must be served only upon those interested parties attending or represented at the within Application. Service of this Order may be effected by facsimile, electronic mail, personal delivery, or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

8. Service of this Order on any party not attending this Application is hereby dispensed with.

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Justice of the Court of King's Bench of Alberta

# SCHEDULE "D"

COURT FILE NUMBER	2203-18590	Clerk's stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF/DEFENDANT BY COUNTERCLAIM	1823741 ALBERTA LTD.	
DEFENDANT BY COUNTERCLAIM	MICHAEL JAMES GANSER	
DEFENDANT/PLAINTIFF BY COUNTERCLAIM	MARK EDMUND HALDANE	
APPLICANT	BDO CANADA LIMITED	
DOCUMENT	<b>ORDER (APPROVING CLAIM PROCESSES)</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<b>STIKEMAN ELLIOTT LLP</b> Barristers & Solicitors 4200 Bankers Hall West 888-3rd Street SW Calgary, AB T2P 5C5  Karen Fellowes, K.C. / Isis R. Tse  Tel: (403) 724-9469 / (403) 724-9488 Fax: (403) 266-9034  Email: kfellowes@stikeman.com / itse@stikeman.com  File No.: 149533-1003	

**DATE ON WHICH ORDER WAS PRONOUNCED:** November 4, 2025

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**JUSTICE WHO MADE THIS ORDER:** The Honourable Justice Neilson

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

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

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

**DEFINITIONS**

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

hereto as Schedule “G”;

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

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

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

#### **NOTICE TO PRE-RECEIVERSHIP CLAIMANTS**

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

#### **DEADLINE FOR FILING A PRE-RECEIVERSHIP PROOF OF CLAIM**

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

**NOTICE TO POST-RECEIVERSHIP CLAIMANTS**

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

**DEADLINE FOR FILING A POST-RECEIVERSHIP PROOF OF CLAIM**

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

**DETERMINATION OF CLAIMS**

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

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

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

#### **APPROVAL OF CLAIMS PROCESS**

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

#### **NOTICE OF TRANSFERS**

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

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

#### **GENERAL**

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

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

**To the Receiver:**

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

Attention: Breanne Scott and Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca)

**With a copy to:**

Stikeman Elliott LLP  
Bankers Hall, 4200 3 St SW West 888,  
Calgary, AB  
T2P 5C5  
Attention: Karen Fellowes and Isis Tse

Email: [kfellowes@stikeman.com](mailto:kfellowes@stikeman.com) and [itse@stikeman.com](mailto:itse@stikeman.com)

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

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

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

## SCHEDULE "A"

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

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#### NOTICE LETTER TO PRE-RECEIVERSHIP CLAIMANTS REGARDING CLAIMS PROCEDURE

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

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

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

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

#### I. SUBMISSION OF PROOF OF CLAIM

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

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

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

**To the Receiver:**

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

Attention: Breanne Scott / Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca)

**With a copy to:**

STIKEMAN ELLIOTT LLP

4300 - , 888 3<sup>rd</sup> Street SW  
Calgary, AB T2P 5C5

Attention: Karen Fellowes and Isis Tse

Email: [kfellowes@stikeman.com](mailto:kfellowes@stikeman.com) and [itse@stikeman.com](mailto:itse@stikeman.com)

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

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

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

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

## SCHEDULE "B"

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

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#### NOTICE LETTER TO POST-RECEIVERSHIP CLAIMANTS REGARDING CLAIMS PROCEDURE

---

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

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

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

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

#### **I. SUBMISSION OF PROOF OF CLAIM**

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

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

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

:

**To the Receiver:**

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

Attention: Breanne Scott / Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca)

**With a copy to:**

STIKEMAN ELLIOTT LLP  
4300, 888 3<sup>rd</sup> Street SW

Calgary, AB T2P 5C5

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

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

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

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

---

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

**SCHEDULE "C"**

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

---

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

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

**I. PARTICULARS OF CLAIMANT**

1. Full Legal Name of Claimant:

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

2. Attention (Contact Person): \_\_\_\_\_

3. Email Address: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Fax Number: \_\_\_\_\_

6. Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you acquired this Claim by assignment?

Yes:  No:

*(If yes, attach documents evidencing assignment)*

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

**II. PROOF OF CLAIM**

1. I \_\_\_\_\_  
*(Name of Claimant or authorized representative of the Claimant)*

\_\_\_\_\_ do hereby certify:  
*(City and Province)*

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

the Claimant; **or**

□ \_\_\_\_\_ of  
(State Position or Title, if applicable)

\_\_\_\_\_  
(Name of Claimant or authorized representative of the Claimant)

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

### III. PROOF OF CLAIM

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

### IV. PARTICULARS OF CLAIM

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

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

### VI. FILING OF CLAIM

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

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

**To the Receiver:**

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

Attention: Breanne Scott and Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca)

**With a copy to:**

STIKEMAN ELLIOTT LLP

4300, 888 3<sup>rd</sup> Street SW

Calgary, AB T2P 5C5

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

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

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

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Claimant

**SCHEDULE "D"**

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

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

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

**II. PARTICULARS OF CLAIMANT**

1. Full Legal Name of Claimant:

\_\_\_\_\_ (the "**Claimant**")

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

2. Attention (Contact Person): \_\_\_\_\_

3. Email Address: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Fax Number: \_\_\_\_\_

6. Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you acquired this Claim by assignment?

Yes:  No:

*(If yes, attach documents evidencing assignment)*

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

**IV. PROOF OF CLAIM**

2. I \_\_\_\_\_  
*(Name of Claimant or authorized representative of the Claimant)*

\_\_\_\_\_ do hereby certify:  
*(City and Province)*

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

the Claimant; **or**

\_\_\_\_\_ of

(State Position or Title, if applicable)

\_\_\_\_\_  
(Name of Claimant or authorized representative of the Claimant)

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

**V. PROOF OF CLAIM**

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

**IV. PARTICULARS OF CLAIM**

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

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

**VI. FILING OF CLAIM**

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

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

**To the Receiver:**

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

Attention: Breanne Scott and Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca)

**With a copy to:**

STIKEMAN ELLIOTT LLP

4300, 888 3<sup>rd</sup> Street SW

Calgary, AB T2P 5C5

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

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

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

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Claimant

## SCHEDULE "E"

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

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#### INSTRUCTION LETTER

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#### I. CLAIMS PROCEDURE

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

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

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

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

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

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

#### II. CLAIMANTS SUBMITTING A PROOF OF CLAIM

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

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

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

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

**To the Receiver:**

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

Attention: Breanne Scott and Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca).

**With a copy to:**

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

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

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

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

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

**VI. RECEIVER CONTACT INFORMATION**

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

DATED at Calgary, Alberta this \_\_\_\_\_ day of September, 2025.

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



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

Attention: Breanne Scott and Lorry Fritsche

Email: [brscott@bdo.ca](mailto:brscott@bdo.ca) and [lfritsche@bdo.ca](mailto:lfritsche@bdo.ca)

**With a copy to:**

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

Attention: Karen Fellowes and Isis Tse

Email: [kfellowes@stikeman.com](mailto:kfellowes@stikeman.com) and [itse@stikeman.com](mailto:itse@stikeman.com)

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_..

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

**SCHEDULE "G"**

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

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**NOTICE OF DISPUTE**

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**Reference #:**

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

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

**I. PARTICULARS OF CLAIMANT**

1. Full Legal Name of Claimant:

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

2. Attention (Contact Person): \_\_\_\_\_

3. Email Address: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Fax Number: \_\_\_\_\_

6. Full Mailing Address of the Claimant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you acquired this Claim by assignment?

Yes:  No:

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

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

**II. REASONS FOR DISPUTE**

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

