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COURT FILE NUMBER

2503 16860

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANT/PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS/RESPONDENTS

CALIBER CONTROL SYSTEMS LTD.,  
FLODELL ENTERPRISES LTD., SITE  
RESOURCES LTD. previously known as SITE  
RESOURCES INC., JORDAN FLODELL AND  
DENEÉ FLODELL

DOCUMENT

**AMENDED ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

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Lawyer's

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Lawyer's

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File No.: 240413.6

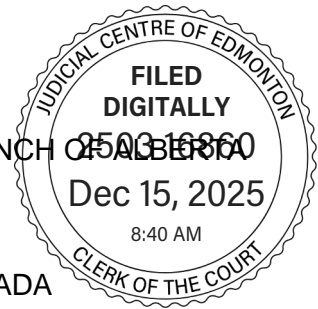
**DATE ON WHICH ORDER WAS PRONOUNCED: November 27, 2025**

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

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable J. Mah**

**AMENDED ORDER**

UPON the application of BDO Canada Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of of Caliber Control Systems Ltd. ("Caliber") and Flodell Enterprises Ltd. ("Flodell"; collectively the "Companies"), granted September 20, 2025 and filed September 5, 2025; AND UPON reviewing the First Report to the Court of the Receiver, dated November 13, 2025 (the "**First Report**"); and the Confidential Supplement to the First Report dated November 13, 2025 (the "**Confidential Supplement**"); AND UPON being advised that parties on the service list with an interest in these proceedings were served with notice of the Application in this matter; AND



UPON hearing the submissions of counsel for the Receiver and any other counsel or interested parties present; AND Upon noting the Consent of counsel for the Royal Bank of Canada;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application and all materials in support 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 actions, conduct and activities of the Receiver as described in the first Report are hereby approved.
3. The Receiver's Statement of Receipts and Disbursements as set out in the First Report is hereby approved without the necessity of a formal passing of accounts.
4. The Real Estate Purchase Contract (the "**Purchase Contract**") with Chasekey Holdings Ltd. ("**Chasekey**") of the following Lands the land, buildings, accepted tenancies, fixtures, and specific chattels, municipally described as 108, 11360 - 255 Street in Parkland County in the Province of Alberta, T7X 6C9 and legally described as:

CONDOMINIUM PLAN 1120663  
UNIT 24  
AND 499 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON  
PROPERTY  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**");

is hereby approved.

5. The Receiver is hereby authorized and directed to conclude the transaction contemplated by the Purchase Contract on the terms as set out in the Purchase Contract and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein.
6. All of Flodell's right, title and interest, in and to the Lands, is hereby vested in Chasekey without further instrument of transfer or assignment, absolutely and forever, free and clear of and from any and all claims by, through, or under Flodell, and any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of Flodell whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "**Claims**"), excepting only the Permitted Encumbrances (as defined in the Order), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in

their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the “**Claimants**”), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with notice of this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceeding.

7. Upon delivery of a Receiver’s certificate to Chasekey substantially in the form set out in **Schedule “A”** hereto (the “**Receiver’s Closing Certificate**”), all of the Flodell’s right, title and interest in and to the Lands shall vest absolutely in the name of Chasekey 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);
  - (d) any leases, written or unwritten, made with Caliber for the Lands or any part thereof, if any; and
  - (e) those Claims listed in **Schedule “B”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “C”** (collectively, “**Permitted Encumbrances**”)),

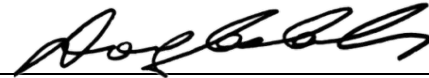
and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Lands are hereby expunged, discharged and terminated as against the Lands.

8. 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 Chasekey or its nominee, clear title to the Lands subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) the Registrar of Land Titles (“**Land Titles Registrar**”) for the Lands shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title No. 122 266 446
  - (ii) issue a new Certificate of Title for the Lands in the name of Chasekey or its nominee, as may be advised by counsel;
  - (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"**; and
  - (iv) discharge and expunge the Encumbrances listed in **Schedule "B"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
9. 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 Sale Agreement. 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.
10. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Lands is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
11. 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 Flodell and not in its personal capacity.
12. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Lands (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Lands 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 Lands and may be asserted against the net proceeds from sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands 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 Lands 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.

13. Upon completion of the Transaction, Flodell and all persons who claim by, through or under Flodell 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 Lands, and to the extent that any such persons or entities remain in the possession or control of any of the Lands, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Lands, they shall forthwith deliver possession thereof to Chasekey.
14. Chasekey shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by Flodell, or any person claiming by, through or against Flodell.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
16. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser.
17. Division 4 of Part 6 of the Rules of Court does not apply to this Application, and the Confidential Supplement to the First Report (the "**Confidential Supplement**") does not have to be filed with the Clerk of the Court until the sale of the Lands have been completed, or until further Order of the Court.
18. The actions, conduct and activities of the Receiver as described in the First Report are hereby approved.
19. The interim distribution to RBC proposed by the Receiver as described in the First Report is hereby approved.

20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by Facsimile, electronic mail, personal delivery or courier, and by posting a copy of this Order on the Receiver's website, and service on any other person is hereby dispensed with. 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

Amended Order Consented  
to this \_\_\_\_ day of December,  
2025 by MLT Aikins LLP

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per: Dana Nowak

Amended Order Consented  
to this 11<sup>th</sup> day of December,  
2025 by Bryan & Company LLP



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per: Soheel S. Hussein

20. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by Facsimile, electronic mail, personal delivery or courier, and by posting a copy of this Order on the Receiver's website, and service on any other person is hereby dispensed with. 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

Amended Order Consented  
to this 12 day of December,  
2025 by MLT Aikins LLP



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per: Dana Nowak

Amended Order Consented  
to this \_\_\_\_ day of December,  
2025 by Bryan & Company LLP

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per: Soheel S. Hussein

**SCHEDULE "A"**  
**Form of Receiver's Certificate**

COURT FILE NUMBER	2503 16860
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	CALIBER CONTROL SYSTEMS LTD., FLODELL ENTERPRISES LTD., SITE RESOURCES LTD. PREVIOUSLY KNOWN AS SITE RESOURCES INC., JORDAN FLODELL AND DENEÉ FLODELL
DOCUMENT	<b>RECEIVER'S CERTIFICATE</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MILLER THOMSON LLP Barristers and Solicitors 2700 Commerce Place 10155 – 102 Street Edmonton, AB, T5J 4G8
	Lawyer's Name: Terrence M. Warner
	Lawyer's Email: twarner@millerthomson.com
	File No.: 240413.6

## RECITALS

Pursuant to an Order of the Honourable Justice M. J. Lema of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated September 4, 2025, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Caliber Control Systems Ltd. ("**Caliber**") and Flodell Enterprises Ltd. ("**Flodell**"), together with Caliber being the "**Debtors**";

Pursuant to an Order of the Court dated November 27<sup>th</sup>, 2025, the Court approved the sale transaction (the "**Transaction**") contemplated by The Real Estate Purchase Contract (the "**Purchase Contract** ") with Chasekey Holdings Ltd. ("**Chasekey**") of the following Lands the land, buildings, accepted tenancies, fixtures, and specific chattels, municipally described as 108, 11360 - 255 Street in Parkland County in the Province of Alberta, T7X 6C9 and legally described as:

CONDOMINIUM PLAN 1120663 UNIT 24 AND 499 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands");

and provided for the vesting in Chasekey all of Flodell's right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands upon the delivery by the Receiver to Chasekey of a certificate confirming (i) the payment by Chasekey of the Purchase Price for the Lands; (ii) that the conditions to Closing as set out in the Purchase Contract have been satisfied or waived by the Receiver and Chasekey; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. Chasekey has paid and the Receiver has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and Chasekey; 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 and manager of the undertakings, property and assets of Caliber Control Systems Ltd. and Flodell Enterprises Ltd. and not in its personal capacity or corporate capacity.**

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

**Name:**

**Title:**

**Schedule "B"**

**Encumbrances**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Document Type</b>	<b>Party To</b>
122 266 447	16/08/2012	MORTGAGE	ROYAL BANK OF CANADA

**Leases**

All leases and subleases, oral or written, express or implied, formal or informal, expressed as a lease or offer to lease, for the Lands or any portion of them, between Flodell Enterprises Ltd., as Landlord and Caliber Control Systems Ltd. or any person purporting to act as its agent, tenant, and any person, that is now extant or in force in relation thereto.\*

**Schedule "C"**

**Permitted Encumbrances**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Document Type</b>	<b>Party To</b>
022 042 267	04/02/2002	RESTRICTIVE COVENANT	
022 121 125	11/04/2002	CAVEAT RE : RESTRICTIVE COVENANT	
022 121 226	11/04/2002	UTILITY RIGHT OF WAY	PARKLAND COUNTY
042 102 666	11/03/2004	RESTRICTIVE COVENANT	
072 118 603	01/03/2007	UTILITY RIGHT OF WAY	PARKLAND COUNTY
072 190 847	04/04/2007	CAVEAT RE : RIGHT OF WAY AGREEMENT	CEDAR CREEK ENERGY LTD
072 706 480	04/12/2007	UTILITY RIGHT OF WAY	ATCO GAS AND PIPELINES LTD.
112 375 079	22/11/2011	EASEMENT	