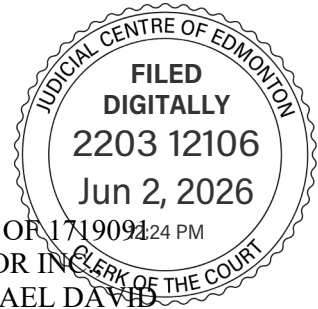


Clerk's Stamp

COURT FILE NUMBER 2203-12106
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PROCEEDNG IN THE MATTER OF THE RECEIVERSHIP OF 1719091 ALBERTA LTD., CLEARWATER RADIATOR INC.,
EDGEWOOD PRODUCTS INC. AND MICHAEL DAVID COE
PLAINTIFF ATB FINANCIAL
DEFENDANTS MICHAEL DAVID COE, 1719091 ALBERTA LTD.,
EDGEWOOD PRODUCTS INC. AND CLEARWATER
RADIATOR INC.
DOCUMENT **FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED
JUNE 1, 2026**



RECEIVER

BDO Canada Limited
620, 903 – 8th Avenue S.W.
Calgary, AB T2P 0P7

Attention: Kevin Meyler / Lorry Fritsche
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**FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED
JUNE 1, 2026**

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INTRODUCTION

1. On October 17, 2024, ATB Financial (“**ATB**”) sought and obtained an Order (the “**Receivership Order**”) from the Court of King’s Bench of Alberta (the “**Court**”) appointing BDO Canada Limited as Receiver and Manager (the “**Receiver**”) of all the assets, undertakings and property of 1719091 Alberta Ltd. (“**171**” or the “**Company**”).
2. On October 4, 2024, Ms. Yan Fong filed an Affidavit (the “**Fong Affidavit**”) in support of the application for the appointment of a Receiver.
3. Prior to the granting of the Receivership Order, the Court granted other orders in connection with these proceedings, including, *inter alia*, the following:
 - (a) An order (the “**Substitutional Service Order**”) for substitutional service granted on January 18, 2023, ordering that ATB shall be at liberty to serve all subsequent notices, orders and other documents arising out of the action on the Defendants (as defined therein) by sending them by electronic mail to mike@edgewoodproducts.ca, and such shall be deemed good and sufficient service and deemed received 1 day after compliance with this paragraph;
 - (b) A Judicial Listing order granted on June 12, 2023 by the Honourable Judge L. Smart in respect of the lands owned by 171;
 - (c) An Order requiring the Defendants to provide access to the Lands (defined below) for the purposes of the Judicial Listing, on certain terms as set out in the Order (the “**Listing Access Order**”) granted by Justice P. B. Michalyszyn on May 14, 2024; and
 - (d) A *Grepe v Loam* order (the “**Vexatious Litigant Order**”) granted on July 30, 2024 by Associate Chief Justice K. G. Nielsen which ordered, *inter alia*:
 - (i) the defendants are each prohibited from commencing any applications, appeals or other processes in this Action without an Order granting leave to do so;
 - (ii) to obtain leave to commence a proceeding as required by Paragraph 2 of the Vexatious Litigant Order, the defendants or either of them, shall first submit an application in this action to the Chief Justice or Associate Chief Justice of the Alberta Court of King’s Bench, or their designate; and

- (iii) the defendants shall not be entitled to submit a leave application without first paying to the Clerk of the Court, to the credit of this action, the sum of \$10,000 in respect of each leave application being submitted.

Original Receivership Stay Application

4. On October 21, 2024, Mr. Michael David Coe (“**Mr. Coe**”) filed, *inter alia*, an application for an emergency injunction order to cease or stay the Receivership Order (the “**Original Receivership Stay Application**”).
5. On October 23, 2024, noting that ATB was not served with notice of the Original Receivership Stay Application, the Court granted an Order (the “**Original Receivership Stay Application Adjournment Order**”) adjourning the Original Receivership Stay Application and requiring that Mr. Coe serve a copy of the application on counsel to ATB.
6. On October 24, 2024, the Court granted an Order, *inter alia*, declaring the Original Receivership Stay Application a nullity as Mr. Coe had not complied with the Vexatious Litigant Order.

Appeal of Vexatious Litigant Order and Receivership Order

7. On July 14, 2025, Mr. Coe filed materials with respect to a court application (the “**Appeals Application**”) seeking an order, *inter alia*:
- (a) Granting leave to appeal the Vexatious Litigant Order;
 - (b) Declaring that the Vexatious Litigant Order and the receivership proceedings are void *ab initio*;
 - (c) Staying all receivership actions, enforcement measures and sales proceedings in the proceedings; and
 - (d) Granting interim declaratory and compensatory relief in the amount of \$750,000, without prejudice to future claims for full damages in excess of \$12 million.

Receiver’s Position on the Appeals Application

8. The Receiver took no position on the Applications and Appeals before the Court as (i) the Vexatious Litigant Order predated the Receiver’s involvement, and (ii) the Receiver is indifferent as to whether or not the Receivership Order ought to have been granted. However, the Receiver provided a report containing similar facts as outlined in this report pertaining to the status of the file as at that time (the “**Court of Appeal Report**”) for the

benefit of the Court and the parties, to advise the Court of the potential prejudice to the Receiver if the Receivership Order was stayed or set aside.

9. To comply with the rules of the Court of Appeal, the Court of Appeal Report was submitted via an Affidavit of a representative of the Receiver, sworn on August 20, 2025, copy of which is attached herein as **Appendix “A”**.

Ruling of the Court of Appeal on Appeal of Vexatious Litigant Order and Receivership Order

10. On August 26, 2025, the Court of Appeal issued its decision (the “**Appeals Decision**”) dismissing the application to extend the time to appeal, a copy of which is attached hereto as **Appendix “B”**. In its decision, the Court of Appeal commented that as the applications to extend the time to appeal were dismissed, the applications for permission to appeal and for stays of the orders pending appeal need not be determined.

Appeal of the Review of Single Judge Decision of the Court of Appeal

11. On October 17, 2025, Mr. Coe filed, *inter alia*, an application (the “**Court of Appeal Single Judge Appeal Application**”) for Permission to Appeal and for review of the single-judge decision of Justice Feth, a copy of which is attached hereto as **Appendix “C”**.

Receiver’s Position on Single Judge Appeal Application

12. The Receiver did not formally take a position on the appeal of the Single Judge Appeal Application.

Ruling of the Court of Appeal on the Single Judge Appeal Application

13. On September 24, 2025, the Court of Appeal issued a decision (the “**Single Judge Appeal Decision**”) dismissing the Court of Appeal Single Judge Appeal Application. A copy of the September 2025 Court of Appeal decision is attached hereto as **Appendix “D”**.

PURPOSE

14. The purpose of the First Report is to provide this Honourable Court with:
 - (a) Background pertaining to the Company, including its identified material asset;
 - (b) A summary of the material activities of the Receiver subsequent to the granting of the Receivership Order;
 - (c) A summary of certain notable interactions with Mr. Coe;
 - (d) A summary of the Receiver’s understanding of the seizure affected by

Stewart Belland & Assoc. Inc. on behalf of ATB;

- (e) An update on the sales and marketing process leading to the Receiver entering into an Agreement of Purchase and Sale (the “**1598 AB APS**”) with 1598768 Alberta Ltd. (“**1598 AB**”), conditional on the receipt of the approval of this Honourable Court, as more fully described below;
- (f) The Receiver’s Interim Statements of Receipts and Disbursements as at May 29, 2026;
- (g) Details of the Receiver and its counsel’s current professional fees and disbursements as well as estimate to completion; and
- (h) The Receiver’s recommendations in respect of the foregoing, as applicable and in support of the Receiver’s Application to this Honourable Court seeking:
 - (i) a Sale Approval and Vesting Order in respect of the Lands;
 - (ii) a Restricted Court Access Order sealing the Confidential Supplement (defined below) on the Court file; and
 - (iii) an Order discharging the Receiver which includes:
 - (A) approval of the activities, fees and disbursements of the Receiver, including the legal fees of the Receiver;
 - (B) approval of the interim statement of receipts and disbursements of the Receiver;
 - (C) approval of a proposed distribution to ATB;
 - (D) approval of the destruction of the books and records of the Company;
 - (E) approval of the revival of the Company; and
 - (F) such other relief as may be necessary.

15. Concurrent with the filing of this First Report, the Receiver will issue a confidential supplement (the “**Confidential Supplement**”) detailing confidential and commercially sensitive information with respect to the sales process and the Receiver’s comments with respect to its expectations of value, both of which would have a material effect on any

subsequent transaction for the Lands in the event the transaction contemplated by the 1598 AB APS does not close. As a result, the Receiver will be seeking an order sealing the Confidential Supplement until the Receiver files a certificate confirming that the transaction with 1598 AB has closed, if this Court so grants such requested relief.

16. Unless otherwise indicated, capitalized terms not defined in this First Report are as defined in the Fong Affidavit or the Receivership Order, as applicable. All references to currency are in Canadian dollars unless otherwise noted.
17. In the course of summarizing excerpts from referenced correspondence exchanged in these proceedings for the benefit of the Court, the Receiver has not reproduced the punctuation in such exchanges precisely and notes its understanding that punctuation nuances, or perhaps misuse, may be intentional in certain forms of pseudo legal correspondence.
18. This First Report, together with other information and filings regarding these proceedings, will be posted on the Receiver's website at: <https://www.bdo.ca/1719091>.

TERMS OF REFERENCE

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

BACKGROUND

21. A corporate search of the Corporate Registration System of the Government of Alberta dated October 1, 2024 (the “**Corporate Search**”) illustrates that Mr. Coe is listed as the sole director and owner of 100% of the voting shares of 171. The Corporate Search indicates that the Company was incorporated on December 18, 2012.
22. While the Receiver has been unable to obtain the books and records of the Company, it understands from the Fong Affidavit that the Company's substantial asset is the land and approximately 10,000 square foot building located at the municipal address of 9 Gateway

Drive in Rocky Mountain House (Clearwater County), Alberta and legally described as follows:

PLAN 1224449
BLOCK 2
LOT 12
EXCEPTON THEREOUT ALL MINES AND MINERALS
AREA: 0.853 HECTARES (2.11 ACRES) MORE OR LESS (the “**Lands**”)

23. Ms. Fong affirms in the Fong Affidavit that based on an appraisal contained in an Affidavit of Value filed in these proceedings, that to the best of her knowledge:
- (a) The Defendants or parties connected to the Defendants, were tenants upon the Lands, and operate a licensed cannabis production facility; and
 - (b) There were currently growing cannabis crops upon the Lands.
24. Accordingly, Paragraph 3 of the Receivership Order provided that the Property shall specifically not include, and the Receiver shall not take possession of, nor be deemed to take possession of, any of the Debtor’s Assets, or any assets located upon or within the buildings located upon the Lands, for which any permit or license is issued or may be issued in accordance or connection with the following or similar legislation (collectively, the “**Controlled Substances Legislation**”):
- (a) the *Excise Tax Act*, 2001, SC 2002, c. 22;
 - (b) the *Cannabis Act*, SC 2018, c C 16;
 - (c) the *Gaming Liquor and Cannabis Act*, RSA 2000 c G-1;
 - (d) the *Cannabis Control (Saskatchewan) Act*, SS 2018, c C-2.111; and
 - (e) the *Ontario Cannabis Retail Corporation Act*, 2017, SO 2017 c 26, Sch 1,
- which shall include any controlled substances subject to the Controlled Substances Legislation and the Receiver shall not be deemed to be in possession of any Property within the meaning of the Controlled Substances Legislation (collectively, the “**Excluded Assets**”).
25. Paragraph 4 of the Receivership Order authorizes and directs the Receiver to enter into any contracts or agreements with accredited third party service providers (each a “**Destruction Contractor**”) pertaining to the licensed destruction of the Excluded Assets.

26. Paragraph 5 of the Receivership Order approves the protocol for the destruction of the Excluded Assets, as set out in any contract or agreement between the Receiver and a Destruction Contractor.

ACTIVITIES OF THE RECEIVER

27. Subsequent to the granting of the Receivership Order, the Receiver has, *inter alia*:
- (a) In accordance with the terms of the Receivership Order, attended to the Lands to take possession and control of the Property of the Company, including the changing of locks to the Lands;
 - (b) Issuing the Receiver's Notice and Statement of Receiver;
 - (c) Arranged for onsite security coverage for the Lands with personnel positioned at the exterior of the Lands until such time as the Excluded Assets that were not protected in a vault were destroyed by a Destruction Contractor;
 - (d) Following the destruction of the Excluded Assets that were not protected in a secure vault, arranged for periodic attendance by the Receiver's agents to perform walk throughs of certain areas of the Lands in accordance with the vacancy restrictions of the Receiver's insurance policy;
 - (e) Requested the books and records of the Company, including copies of any applicable lease for the Lands between the Company as landlord and Edgewood Products or any other operating entity as tenant;
 - (f) Arranged for insurance coverage of the Lands;
 - (g) Arranged for alarm monitoring coverage for the Lands;
 - (h) Arranged for new utility accounts in the name of the Receiver;
 - (i) Entered into an agreement with a Destruction Contractor and arranged for the destruction of the Excluded Assets following consultation and correspondence with each of Canada Revenue Agency and Health Canada;
 - (j) Completed repairs and maintenance to the Lands as required, including servicing of the septic field prior to the winter season;
 - (k) Responded to incidents at the Lands on December 27, 2024, January 2, 2025 and January 22, 2025, as the front entrance gate locks and chain link fence were damaged by unknown persons and padlocks to the entry gate were replaced with

new locks. Representatives of the Receiver had to use bolt cutters to remove the new locks and remove other bolts which limited access;

- (l) Held discussions with a proposed listing agent to ascertain potential market value on an “as is” basis and potential marketing approach, eventually entering into a listing agreement with NAI Commercial Real Estate Inc. (“NAI”);
- (m) Held discussions with the Royal Canadian Mounted Police (“RCMP”) as it pertains to allegations made by Mr. Coe against representatives of the Receiver;
- (n) Liasing with NAI Commercial with respect to conducting the sales process, evaluating offers and culminating in the finalization of the 1598 AB APS;
- (o) Received and considered, together with legal counsel, an extensive amount of correspondence from Mr. Coe, which contained *inter alia*, allegations of trespassing and purporting to hold the Receiver and its agents liable for administering its mandate pursuant to the Receivership Order; and
- (p) Communicated with affected stakeholders, including *inter alia*, representatives of the Company and ATB.

NOTABLE INTERACTIONS WITH MR. COE

Initial attendance at the Lands

- 28. Subsequent to the Receivership Order being granted, the Receiver attended at the Lands in order to administer its mandate. Upon arrival, the Receiver noted a sign on the fencing with a phone number to call for yard access. Upon calling this number, the Receiver spoke with an individual to introduce the Receiver and advise of the Receivership Order. However, the individual answering the posted phone number responded indicating that we had reached “Michael Coe the man and not the corporation” prior to being disconnected on several occasions. The Representative of the Receiver advised in a subsequent email to the email address on the Substitutional Service Order that it was contacting Mr. Coe in his capacity as director and sole shareholder based on a search of the Corporate Search registration system.
- 29. Following these discussions, and upon the arrival of a locksmith, the Receiver gained access to the yard. Upon entering the yard and tripping an audible alarm, an unidentified third party (subsequently determined not to be Mr. Coe) attended the site, maintained a presence outside of the exterior fence, and verbally accused the Receiver of wrongdoing and advised that the

Receiver needed to leave. When the Receiver attempted to engage with this person to present them with a copy of the Receivership Order, this person raised spurious issues concerning the Receivership Order including that it was not a legitimate Order and that the Honourable Justice Armstrong was not authorized to grant such an Order.

30. Given the continuing verbal accusations and aggressive tenor of this party, the representatives of the Receiver returned to their vehicle and contacted the RCMP as permitted by Paragraph 8 of the Receivership Order. The Receiver's goal was to have the RCMP attend to keep the peace and allow the Receiver to execute its powers and duties as set out in the Receivership Order.
31. Subsequently Mr. Coe arrived at the Lands. He also raised several concerns with respect to the Receivership Order, including the jurisdiction of the Courts to grant such an Order over private property. Mr. Coe also challenged the jurisdiction of the RCMP.
32. Following discussions between Mr. Coe, his wife, the RCMP, and the Receiver, Mr. Coe and his wife left the Lands and the Receiver took steps to execute its mandate.

Mr. Coe comments on validity of Receivership Order

33. Throughout these proceedings, Mr. Coe has communicated his views and positions to the Receiver and its counsel as to the validity of the Receivership Order. These views and positions are substantially similar to the arguments advanced by Mr. Coe in the Original Receivership Stay Application.

Initial interactions with Mr. Coe and request for documents

34. On the evening of October 17, 2024, Mr. Coe's wife contacted the Receiver on the day of its appointment advising that:

“I know that you were just doing your job, I hope that you understand that we have been given that advice by our council. I'm asking if you please let us get the products out that we have for sale. There was a shipment to leave tomorrow. Please let us in to take care of plants until we can get order amended. . .”
(the “**Shipping Correspondence**”)

35. The Receiver responded on the morning of October 18, 2024 indicating that it would be available for a discussion to obtain more information on the shipment so that the debtor and Receiver could work together to facilitate delivery and that following such initial discussion, further discussions and correspondence could take place regarding what a go-forward

working arrangement might look like. A copy of this Shipping Correspondence is attached as Appendix “A” to the Court of Appeal Report.

36. In facilitating this request, on October 18, 2024, the Receiver provided interim access to the Lands to Mr. Coe, his spouse and individuals understood to be employees of a related party (collectively, “**Edgewood Personnel**”), although to be able to continue such access, the Receiver requested through counsel, *inter alia*, the following documents:

(a) A lease agreement between Edgewood Products and 1719091 Alberta Ltd.;

(b) A copy of insurance pertaining to the property of 1719091 Alberta Ltd.;

37. In the course of discussions, Mr. Coe advised representatives of the Receiver that there was a lease in place and that the building was insured, but that he was not in a position to provide the requested documentation until the return of his bookkeeper, on or around November 9, 2024.

38. The Receiver requested these documents on numerous occasions while Edgewood Personnel continued to attend to the Lands. Ultimately, on November 13, 2024, having not received the requested documentation, the Receiver advised Mr. Coe through counsel (the “**November 13 Correspondence**”) that it was no longer allowing access to the Lands and that it would be taking steps to ready the Lands for sale as set out in the Receivership Order, which included entering into a contract with a Destruction Contractor for the licensed destruction of the Excluded Assets.

39. The November 13 Correspondence advised that the Receiver might reconsider its position if the Receiver’s previous requests were complied with, and that access to the Lands was contingent upon payment of a suitable market-based rent and evidence that satisfactory financial arrangements had been made for the continued services to the Property including utilities and electricity. A copy of the November 13 Correspondence, without Appendices, is attached as Appendix “B” to the Court of Appeal Report.

40. As the Receiver did not receive a satisfactory response to the November 13 Correspondence, the Receiver proceeded with entering into a contract with a Destruction Contractor for the licensed destruction of the Excluded Assets as discussed herein.

Activities during attendance for retrieval of personal affects

41. On or around November 26 and 27, 2024, the Receiver was contacted by Mr. Coe and Mr. Coe’s spouse who advised that employees, or former employees, needed access to the Lands

to obtain personal items, including medication.

42. In response, the Receiver arranged to provide access to the employees on the morning of November 28, 2024. The attendees included Mr. Coe and his wife. Mr. Coe and his wife initially left the premises at approximately 12:30, advising that Mr. Coe would return in the afternoon. The Receiver agreed to allow Mr. Coe to reattend if he could come back in 30-45 minutes, to which Mr. Coe advised that he would be back shortly.
43. Mr. Coe ultimately returned at approximately 2:20 pm and entered the premises. The Receiver reiterated to Mr. Coe that it had intended on being on site only until 2:30 pm but would stay until 3:00 pm to accommodate Mr. Coe. Subsequently Mr. Coe entered a locked office area on the upper floor to which the Receiver did not have access.
44. Having not heard from Mr. Coe, at approximately 3:00 pm, and at approximately 30-minute intervals thereafter, until 4:30 pm, representatives of the Receiver knocked on the locked office door to advise that the permitted time had lapsed and that the Receiver required Mr. Coe to leave the premises. No response was received from Mr. Coe.
45. A second representative of the Receiver attempted to contact Mr. Coe via phone, with no response received. As a result, an email communication (the “**Receiver Access Correspondence**”), attached as Appendix “C” to the Court of Appeal Report, was sent to Mr. Coe, requesting that Mr. Coe leave the premises or that the Receiver would contact the RCMP for assistance. The Receiver notes that Mr. Coe had been sending emails over the course of the afternoon.
46. At approximately 5:15 pm the Receiver contacted the RCMP to advise of the above situation, and that the Receiver had not heard from Mr. Coe. The Receiver requested RCMP assistance in both performing a wellness check on Mr. Coe and assisting in having Mr. Coe removed from the Lands.
47. At approximately 6:05 pm RCMP attended to the Lands and held discussions with representatives of the Receiver as to whether Mr. Coe’s refusal to leave was considered trespassing. This conversation ended abruptly when the RCMP received an urgent call which required their immediate attention.
48. During the intervening period representatives of the Receiver periodically monitored the security system and observed that Mr. Coe appeared to remain upstairs. However, at approximately 6:50 pm, the security system (which was accessible from the upstairs office) was de-activated. At this time representatives of the Receiver again knocked on the locked

door to ask Mr. Coe to leave.

49. At approximately 11:00 pm representatives of the Receiver left the building to sit in their vehicles in the parking lot for safety reasons rather than remain in the building overnight. The building's security system allowed these representatives to remotely monitor movement throughout the building. Following their exiting the building, the alarm sensors detected movement throughout the building, appearing to indicate that Mr. Coe was moving throughout both the upstairs and downstairs portions of the building.
50. Given the uncertainty as to whether the RCMP would assist with the removal of Mr. Coe, the Receiver and its legal counsel commenced preparing an emergency court application to remedy this situation.
51. The next day, at approximately 5:30 pm on November 29, 2024, RCMP contacted the Receiver and advised that they would attend the building in an attempt to have Mr. Coe vacate. At approximately 5:45 pm the RCMP again contacted the Receiver indicating that Mr. Coe had contacted the RCMP and while the Receiver was not privy to the discussions held, it understands that in the course of those discussions Mr. Coe agreed to exit the premises.
52. At approximately 6:30 pm., Mr. Coe left the building. Following Mr. Coe's departure representatives of the Receiver toured the property and noted that the front door lock appeared to be jammed with an object and the utility room lock was also damaged. The Receiver subsequently engaged a locksmith to address both items with external security remaining onsite until such repairs were complete.

Accusations of Trespass and Purported Fee Schedule

53. On certain occasions, Mr. Coe alleged that the Receiver's activities constituted trespassing and also purported to hold representatives of the Receiver personally liable to a fee schedule including, *inter alia*:
 - (a) One Hundred Thousand Dollars Canadian Currency of Account plus for each second of demandant's private property time which is directly or indirectly consumed by any of the following described acts/events, or attempts thereat against the demandant, a man and/or his private property; Ten Dollar (\$10.00) lawful Canadian currency of account for each of certain stipulated occurrences, including, *inter alia*

- (i) Attempts to regulate, control or impede the disposition of demandments private property;
- (ii) Attempting to or communicating any unsupported false claim against demandant with the intention of forcing compliance with private for profit fictional corporation, private corporate Court's or Judges' Orders, Rules, Policy and/or regulations by way of threats, duress or coercion; and
- (iii) Collecting or attempting to collect fines, fees, costs, alleged debts and/or any assessments against demandant or his private property on behalf of a private for profit corporation, including but not limited to private for profit courts which are not supported by an affidavit made by a man/woman claiming to be an injured party, or creditor, sworn/affirmed before a Notary Public, under penalty of perjury, and full personal unlimited liability as true, correct, certain complete and not made or meant to be misleading.

54. An example of such position and purported fee schedule (the “**Trespass Allegations and Purported Fee Schedule**”) is attached as **Appendix “E”**.

Notice of Equitable Solution and correspondence regarding payout of ATB and Receivership Costs

55. On November 25, 2025, Mr. Coe wrote to representatives of the Receiver and its legal counsel, and legal counsel to ATB advising that he had an equitable solution for all parties that should satisfy all parties, and ensure no prejudice to anyone individually or corporate from previous proceedings. Mr. Coe advised that he honourably and respectfully requested a private call to discuss.

56. On December 1, 2025, legal counsel to ATB responded to Mr. Coe advising that ATB was not prepared to consider a settlement in this matter, and would not engaged in any discussions in that regard. Counsel to ATB also noted that Mr. Coe could repay the ATB loans in full, inclusive of interest and costs, at any time, but subject to Mr. Coe also working with the Receiver to have its fees and disbursements also paid in full.

57. Mr. Coe responded on December 5, 2025 requesting that legal counsel to ATB provide full outstanding liability of the ATB loans for payment, and full outstanding fees and disbursements of the receiver for payment. Mr. Coe sent subsequent correspondence on December 9, 2025, advising that he had agreed to ATB's offer sent December 1, 2025 to pay ATB loans in full with interest and costs, and agreed to pay the receiver its fees and costs in full.

58. On December 13, 2025, Mr. Coe sent an email (“**Dec 13 25 Coe Correspondence**”) advising that “It has come to my attention the shop property is listed for sale in the local paper. I have formally agreed to the offer put forth December 1, 2025 to pay all liabilities in full plus costs to ATB Financial and the receiver. I have kindly asked for the formal detailed presentments on December 5, 2025 and again on December 9, 2025 to be able to issue payments in full”. A copy of the December 13 25 Coe Correspondence, including the above email trail is attached as **Appendix ”F”**.
59. On December 17, 2025, counsel to ATB wrote to Mr. Coe providing the requested figures, with, *inter alia*, a summary noting that upon receipt of certified funds in the amount of \$2,845,676.46...plus applicable per diem interest, into their trust account, the Receiver would take steps to seek its discharge from the Court. ATB’s counsel also confirmed that until the certified funds were received in their trust account, the Receiver will continue to liquidate the debtor’s property and will continue with other receivership activities. A copy of this correspondence (the “**Dec 17 25 ATB Correspondence**”) is attached as **Appendix ”G”**.
60. Between December 17, 2025 and December 19, 2025, Mr. Coe and counsel to ATB exchanged various emails with respect to the form and supporting documentation with respect to the payout values as provided to Mr. Coe.
61. On December 19, 2025, revised payout documentation was provided by ATB and the Receiver to Mr. Coe. Copies of such correspondence are attached hereto as **Appendices “H”** and “**I**” respectively.
62. On January 19, 2026, Mr. Coe correspondence with the Receiver, its counsel and counsel to ATB confirm that he had accepted the presentments provided by ATB Financial and the Receiver and stating that all accounts would be settled by January 31, 2026.
63. On January 20, 2026, counsel to the Receiver corresponded with Mr. Coe (the “**Payout Logistics Correspondence**”), a copy of which is attached as **Appendix “J”** to clarify logistics concerning aspects of the payments to be made, including *inter alia* in an effort to accommodate the process:
- (a) When will the payments be made;
 - (b) Who will make the payments;
 - (c) Will the funds be coming from another financial institution;

- (d) To whom will the payments be made:
- (e) How will the payments be made:
 - (i) If the intent was to wire the funds, offering to provide the necessary wire information;
 - (ii) If the intent was to pay by bank draft(s), requesting clarity on where the bank draft(s) would be delivered;
 - (iii) If the intent was to pay by some other method, counsel request that Mr. Coe advise of the particulars to allow an assessment whether such method was acceptable, and to make arrangements to accommodate the funds.

64. On January 20, 2026, Mr. Coe sent two emails (the “**Jan 20 26 Coe Correspondence**”) to representatives of the Receiver, its counsel and counsel to ATB, as follows and attached as **Appendix “K”**:

Email sent at approximately 4:34 pm

- (i) Responding to the Receiver’s counsel’s request for payment logistics enquiring whether his previous email reflected that (*sic*); and
- (ii) Advising that all accounts would be settled on or before January 31, 2026, and payment will be provided to the parties indicated on the presentments;

Email sent at approximately 4:58 pm

Advising that he would be unavailable from January 21, 2026 through February 2, 2026 and would not be responding to emails or calls during that time, but that he would respond to emails on February 3, 2026.

65. The Receiver confirms that as of the date of this First Report, it has not received payment from Mr. Coe and understands, based on discussions with representatives of ATB and their counsel, that ATB has similarly not received payment of such funds.

Certain other correspondence sent by Mr. Coe

66. While not necessarily an exhaustive listing, Mr. Coe has sent various other correspondence to the Court and various individuals associated with the Court, the judiciary, representatives of the Receiver’s office, and representatives of legal counsel to ATB’s office, including, *inter alia*:

- (a) Notice of Inquiry and Urgent Notice for Intervention, attached, without attachments

as Appendix “L”;

- (b) Notice of and Repentance of Sins for Cause, attached as Appendix “M”; and
- (c) Non-Negotiable Notice of Acceptance, which is attached as Appendix “N”.

DESTRUCTION OF EXCLUDED ASSETS

- 67. As described above, the Receivership Order authorized and directed the Receiver to enter into any contracts or agreements with accredited third-party service providers pertaining to the licensed destruction of the Excluded Assets.
- 68. Following correspondence with each of Health Canada and Canada Revenue Agency, the Receiver entered into a contract with Green Team Solutions Inc. to administer the destruction of the Excluded Assets, including:
 - (a) Identification, counting, transporting and destruction of Excluded Assets from the Lands in accordance with all applicable rules, legislation and regulations and provision of evidencing such destruction; and
 - (b) Liasing with representatives of Canada Revenue Agency, Health Canada, the Receiver and other stakeholders as required.

SEIZURE BY ATB FINANCIAL

- 69. While the Receiver was appointed over the assets of 171, being the owner of the Lands, the Receiver understands from a review of the Fong Affidavit that Clearwater Radiator Inc. and Edgewood Products Inc. (“**Edgewood**”) are also customers and/or debtors of ATB.
- 70. The Receiver further understands from a search of the Personal Property Registry System that Servus Credit Union Ltd. (“**Servus**”) may also hold a security interest in certain of the assets of Edgewood.
- 71. On January 29, 2025, Stewart Belland & Assoc. Inc. seized the personal property of Edgewood (“**Chattels**”) inside the Lands pursuant to the security interest of ATB. A copy of the Warrant and Notice of Seizure documenting the seizure is attached as **Appendix “O”**.
- 72. As described below, the 1598 AB APS stipulates that the Receiver does not have the right to sell the Chattels and to the extent that 1598 AB submitted a bid to purchase the Chattels which is accepted by ATB and Servus, or a bailiff acting on their behalf, the Chattels will need to be acquired by 1598 AB pursuant to a separate transaction with ATB and Servus, or a bailiff acting on their behalf.

SALES PROCESS AND LISTING AGREEMENT

73. Paragraph 7 (k) and (l) of the Receivership Order provides the Receiver with the authority:
- (a) To market any or all the Property, including advertising and soliciting offers in respect of the Property or any parts or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate; and
 - (b) To sell, convey, transfer, lease or assign the Property or any part of parts thereof out of the ordinary course of business:
 - (i) Without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - (ii) With the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the proceeding clause.
74. The Receiver held discussion with an experienced listing agent to ascertain potential market value on an “as is” basis and potential marketing approach as the Lands were formerly utilized as a cannabis growing facility.
75. On November 20, 2025, in consultation with ATB, the Receiver entered into a listing agreement with NAI and listed the Lands for sale.
76. NAI commenced its marketing and sales process, the non-commercially sensitive of which includes the following:
- (a) Listing the Lands on the MLS Listing of Realtor.ca, NAI local and global websites and Moody’s;
 - (b) Listing and posting a marketing brochure for the Lands on CoStar and LoopNet;
 - (c) Listing and posting a market brochure for the Lands on Spacelist;
 - (d) Given the property’s existing greenhouse/warehouse configuration and supporting infrastructure, targeted owner/operators seeking general office/warehouse space, as well as agricultural and cannabis related users; and
 - (e) conducted multiple property tours and fielded inquiries from a range of prospective operators.

PROPOSED TERMS OF THE 1598 AB APS

77. Based on the marketing efforts and discussions with ATB, and for the reasons set out in the Confidential Supplement to the First Report, the Receiver (as “Vendor”) and 1598 AB entered into the 1598 AB APS with, *inter alia*, the following material, non-commercially sensitive terms:
- (a) The Property referred to as the Lands as defined above;
 - (b) The Property is sold on a strictly “as is, where is” basis;
 - (c) First deposit of \$150,000 upon signing the 1598 AB APS which has been received by the Vendor’s legal counsel;
 - (d) Second deposit of \$200,000 upon Court approval of the 1598 AB APS;
 - (e) Purchase Price – [Redacted, but will be provided to the Court in the Confidential Supplement];
 - (f) Proposed commission of 3.5% of the Purchase Price plus GST to NAI upon closing;
and
 - (g) Closing date of 30 days following Court approval of the 1598 AB APS.
78. A copy of the 1598 AB APS with the commercially sensitive details redacted is attached as **Appendix “P”**.

Receiver comments on the Sales Process and 1598 AB APS

79. Based on the terms of the 1598 AB APS, the current economic condition, uniqueness of the Property, and feedback from NAI relating to comparable sales, as outlined in the Confidential Supplemental to the First Report, the Receiver believes that the terms and value of the 1598 AB APS are fair and reasonable in the circumstances for *inter alia*, the following reasons:
- (a) The sales process was robust and was conducted efficiently, with integrity and provided sufficient exposure of the Assets to the market;
 - (b) Based on the sales process, it is uncertain that further efforts would yield a more favourable outcome, which is supported by the additional confidential details included in the Confidential Supplement; and
 - (c) The sales process was conducted efficiently with integrity and good faith and there has been no unfairness in the sales process conducted, or in the negotiations of the

1598 AB APS.

80. In the Receiver's view, the sales process undertaken to date by NAI has been extensive and widely exposed the Property to the market in accordance with industry standards.
81. The Receiver has been in frequent contact with ATB, the first ranking secured creditor and financier of the Receiver's Borrowings during the course of these proceedings. The Receiver understands that, notwithstanding the deficiency ATB is forecast to incur, ATB is supportive of the 1598 AB APS in the circumstances.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

82. The Receiver has provided as **Appendix "Q"** an interim statement of receipts and disbursements for the period ending May 29, 2026 (the "**Interim May 29 2026 SRD**"), illustrating that the Receiver is holding approximately \$9,831 with the following comments:
- (a) Pursuant to the Receivership Order, the Receiver has received approximately \$375,000 in funding from ATB pursuant to four Receiver's Certificates which amount is secured by fixed and specific charge (the "**Receiver's Borrowing Charge**") in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise in favour of any Person, but subordinate in priority to the Receiver's Charge, and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
 - (b) Material expenditures made by the Receiver include:
 - (i) Approximately \$90,870 in costs paid to the Destruction Contractor for services and out of pocket costs incurred with respect to the destruction of the Excluded Assets;
 - (ii) Approximately \$67,042 pertaining to security and property inspectors; and
 - (iii) Approximately \$63,860 with respect to insurance on the Lands.

CORPORATE STATUS

83. Based on a corporate search dated October 1, 2024 attached as Appendix "**R**", the Receiver understands that the Company was struck from the corporate registry on June 2, 2024.
84. While the Receiver understands that such corporate status is not necessarily fatal to any of the current relief sought by the Receiver, in its experience it may impact the ability of the Receiver to have Canada Revenue Agency release any income tax or Goods and Services

Tax refunds.

85. As a result, the Receiver is seeking Court approval for the revival of the corporate status of the Company.

PROFESSIONAL FEES

86. The Receiver has incurred, but not paid, professional fees in the amount of approximately \$260,166 (inclusive of GST on disbursements only) from the commencement of these proceedings through to April 30, 2026 (“**Receiver Fees**”). The Receiver has deferred issuing a billing throughout the proceedings given ongoing liquidity constraints in the estate in an effort to meet ongoing operating costs without a further draw of Receiver Borrowings.
87. The Receiver’s legal counsel has incurred professional fees and disbursements of approximately \$129,594 plus GST from the commencement of these proceedings through to April 30, 2026. To date legal counsel has been paid \$60,571 with approximately \$69,023 remaining outstanding (“**Legal Counsel Fees**”).
88. The Receiver and its Counsel estimate additional profession fees to conclude the administration, including the closing of the 1598 AB APS, are \$50,000 and \$75,000 respectively. Accordingly, with the outstanding Receiver Fees and Legal Counsel Fees and estimates to completion, the Receiver estimates the total professional fees remaining to be paid in the amount of \$310,166 for the Receiver and \$144,023 for the Receiver’s counsel (collectively, the “**Professional Fees Holdback**”).
89. The Receiver believes that the foregoing fees are appropriate and reasonable in the circumstances giving, *inter alia*:
- (a) The approximately 18-month period of the receivership proceedings thus far, including the destruction of the Excluded Assets and the interactions with Mr. Coe;
 - (b) The process undertaken with respect to the selection of NAI as Listing Agent, together with the activities undertaken to date with respect to receivership and sale process as described herein; and
 - (c) The Receiver notes that its estimate to completion is in excess of what would normally be withheld for a standard real estate receivership but submits that such amounts are appropriate and reasonable in the circumstances given the potential time incurred in future dealings with Mr. Coe, as illustrated herein.

PROPOSED DISTRIBUTION

90. The Receiver has appended to the Confidential Supplement a forecast statement of receipts of disbursements reflecting the forecast proceeds from the 1598 AB APS (on the respectful assumption the Court grants such requested relief), together with payment of forecast operational costs and the Professional Fees Holdback arriving at the residual proceeds of the receivership estate (the “**Distributable Proceeds**”).
91. Independent legal counsel to the Receiver has reviewed ATB’s security confirmed it to be valid and enforceable (subject to customary qualifications and assumptions contained therein). ATB is the secured creditor over the Property of 171. The Receiver is not aware of any other secured or priority creditor who would rank in priority to ATB.
92. ATB has provided a payout statement, attached as Appendix “S”, illustrating that it is owed a total of approximately \$2,511,781 on account of both its original indebtedness and amounts advanced under Receiver Certificates, noting that ATB advises that \$25,000 of Receiver Borrowings is included in the cost and expenses account (account 872-41539683200) versus the Receiver’s Borrowings indebtedness (account 760-48477007200), with no resulting impact to the overall indebtedness (collectively the “**ATB Indebtedness**”).
93. The Receiver is proposing to distribute the Distributable Proceeds to ATB on account of the ATB Indebtedness (“**Proposed Distribution**”).
94. While the Receiver is not anticipating any material further recoveries, in order to avoid unnecessary costs of another Court application, it seeks Court approval to distribute any further funds that come into its possession directly to ATB on account of its security interest, up to the amount of the ATB Indebtedness, without the need for further Court order.

DESTRUCTION OF BOOKS AND RECORDS

95. The Receiver is holding minimal books and records of 171. Therefore, the Receiver is proposing that it keep these records for a period of 30 days from the date a copy of the related order is posted to the Receiver’s website, for any Defendant to claim possession and take transfer at the cost of such party, after which the Receiver shall be entitled to destroy any of the books and records remaining in its possession or control.

TEMPORARY SEALING ORDER

96. In the event the 1598 AB APS does not close, the Lands may be subject to further marketing and the Receiver's ability to obtain the highest and best price possible in the circumstances would be severely compromised due to the confidential and commercially sensitive information being in the public domain. Disclosure of the information contained in the Confidential Supplement would cause irreparable prejudice to the creditors and other stakeholders of the Company.
97. As a result, the Receiver will be seeking a further order sealing the Confidential Supplement until the earlier of:
- (a) The Receiver filing a certificate confirming that the transaction has closed, if this Court so grants such requested relief;
 - (b) June 30, 2027; or
 - (c) Such further order of the Court.

DISCHARGE OF THE RECEIVER

98. Following the issuance of the Proposed Distribution, in the event that the Court approves the relief being sought, the Receiver will have substantially completed its administration of the receivership with primarily administrative tasks remaining.
99. As a result, the Receiver is seeking the Court's approval for its discharge as Receiver of 171 and termination of the proceedings upon the filing of a discharge certificate with the Court.

RECOMMENDATIONS

100. The Receiver is respectfully seeking and recommending this Honourable Court grant an Order to:
- (a) Approve the sale contemplated in the 1598 AB APS included in the Receiver's Confidential Supplement to the First Report and vesting of the Purchased Assets therein to the Purchaser;
 - (b) Approve the Receiver's activities as outlined herein;
 - (c) Approve the Receiver's Interim May 2026 SRD;
 - (d) Approve the Receiver and its Counsel's fees, together with the Professional Fees Holdback;

- (e) Approve the revival of the Company;
- (f) Approved the Proposed Distribution;
- (g) Approve the destruction of the Books and Records;
- (h) Approve the requested Sealing Relief; and
- (i) Approve the discharge of the Receiver.

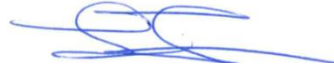
All of which is respectfully submitted this 1ST day of June, 2026.

BDO Canada Limited
Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity

Per:



Kevin Meyler, CPA, CIRP, LIT
Senior Vice President



Lorry Fritsche
Manager

APPENDIX “A”

Distributed to Duty Judge

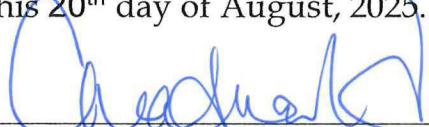
COURT OF APPEAL FILE NUMBER	2503-0135AC
TRIAL COURT FILE NUMBER	2203 12106
COURT	COURT OF APPEAL OF ALBERTA
REGISTRY OFFICE	EDMONTON
PLAINTIFFS / APPLICANTS	MICHAEL DAVID COE, 1719091 ALBERTA LTD., EDGEWOOD PRODUCTS INC., AND CLEARWATER RADIATOR INC.
STATUS ON APPEAL	APPLICANT
STATUS ON APPLICATION	
DEFENDANT / RESPONDENT	ATB FINANCIAL
STATUS ON APPEAL	RESPONDENT
STATUS ON APPLICATION	
DOCUMENT	AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:	RECEIVER BDO Canada Limited 110, 5800 – 2 nd Street SW Calgary, AB T2H 0H2 Attention: Kevin Meyler Phone: (403) 536-8526 Fax: (403) 640-0591 Email: kmeyler@bdo.ca
	RECEIVER'S COUNSEL Burnet, Duckworth & Palmer LLP 2400, 525 – 8 th Avenue S.W. Calgary AB T2P 1G1 Attention: David LeGeyt Phone: (403) 260-0210 Email: dlegeyt@bdplaw.com




I, Kevin Meyler, of Calgary, Alberta, **SWEAR AND SAY THAT:**

1. I am a Senior Vice President of BDO Canada Limited, the court appointed Receiver and Manager of 1719091 Alberta Ltd (the "Receiver").
2. Attached hereto and marked as **Exhibit "A"** is a copy of the First Report of the Receiver filed in these proceedings on July 25, 2025 (the "**First Report**").
3. I am the author of portions of the First Report. The other portions of the First Report were authored by other personnel of the Receiver.
4. To the best of my knowledge, and subject to the qualifications and limitations expressed therein, the First Report is true and accurate in all material respects.
5. I make this affidavit in connection with the submission of the First Report of the Receiver in the Court of Appeal of Alberta action 2503-0135AC and for no improper purpose.

SWORN BEFORE ME at the City of)
 Calgary, in the Province of Alberta,)
 this 20th day of August, 2025.)



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



Kevin Meyler

Carla MacDonal Exp
 Oct 9, 2026

THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF
KEVIN MEYLER

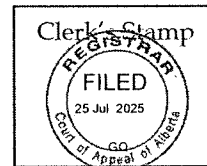
SWORN BEFORE ME THIS
20TH DAY OF AUGUST, 2025.

A Commissioner for Oaths in and for the
Province of Alberta



Carle MacDonald
Commissioner for Oaths in and for Alberta
My appointment expires: October 9, 2026

COURT OF APPEAL FILE NUMBER 2503-0135AC
TRIAL COURT FILE NUMBER 2203 12106
COURT COURT OF APPEAL OF ALBERTA
REGISTRY OFFICE EDMONTON
PLAINTIFFS / APPLICANTS MICHAEL DAVID COE, 1719091
ALBERTA LTD., EDGEWOOD PRODUCTS
INC., AND CLEARWATER RADIATOR
INC.



STATUS ON APPEAL APPLICANT
STATUS ON APPLICATION
DEFENDANT / RESPONDENT ATB FINANCIAL
STATUS ON APPEAL RESPONDENT
STATUS ON APPLICATION

DOCUMENT **FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED
JULY 25, 2025**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **RECEIVER**
BDO Canada Limited
110, 5800 - 2nd Street SW
Calgary, AB T2H 0H2
Attention: Kevin Meyler / Lorry Fritsche
Phone: (403) 536-8526 / (403) 205-5748
Fax: (403) 640-0591
Email: kmeyler@bdo.ca /
lfritsche@bdo.ca

RECEIVER'S COUNSEL
Burnet, Duckworth & Palmer LLP
2400, 525 - 8th Avenue S.W.
Calgary AB T2P 1G1
Attention: David LeGeyt
Phone: (403) 260-0210
Email: dlegeyt@bdplaw.com

**FIRST REPORT OF THE RECEIVER
BDO CANADA LIMITED
JULY 25, 2025**

I N D E X

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PURPOSE 5
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November 13 Correspondence B
Receiver Access Correspondence C
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INTRODUCTION

1. On October 17, 2024, ATB Financial (“**ATB**”) sought and obtained an Order (the “**Receivership Order**”) from the Court of King’s Bench of Alberta (the “**Court**”) appointing BDO Canada Limited as Receiver and Manager (the “**Receiver**”) of all the assets, undertakings and property of 1719091 Alberta Ltd. (“**171**” or the “**Company**”). The Receiver has been in possession of 171 and its assets since October 17, 2024.
2. On October 4, 2024, Ms. Yan Fong filed an Affidavit (the “**Fong Affidavit**”) in support of the application for the appointment of a Receiver.
3. Prior to the granting of the Receivership Order, the Court granted other orders in connection with these proceedings, including, *inter alia*, those as referenced herein:
 - (a) An order for substitutional service granted on January 18, 2023, ordering that ATB shall be at liberty to serve all subsequent notices, orders and other documents arising out of the action on the Defendants by sending them by electronic mail to mike@edgewoodproducts.ca, and such shall be deemed good and sufficient service and deemed received 1 day after compliance with this paragraph;
 - (b) A Judicial Listing order (the “**Judicial Listing Order**”) granted on June 12, 2023 by the Honourable Judge L. Smart in respect of the lands owned by 171;

- (c) An Order requiring the Defendants to provide access to the Lands for the purposes of the Judicial Listing, on certain terms as set out in the Order (the “**Listing Access Order**”) granted by Justice P. B. Michalyshyn on May 14, 2024; and
- (d) A *Grepe v. Loam* order (the “**Vexatious Litigant Order**”) granted on July 30, 2024 by Associate Chief Justice K. G. Nielsen.

Original Receivership Stay Application

- 4. On October 21, 2024, Mr. Michael David Coe (“**Mr. Coe**”) filed, *inter alia*, an application for an emergency injunction order to cease or stay the Receivership Order (the “**Original Receivership Stay Application**”) as well as an Affidavit in support of such application.
- 5. On October 23, 2024, noting that ATB Financial was not served with notice of the Original Receivership Stay Application, the Court granted an Order (the “**Original Receivership Stay Application Adjournment Order**”) adjourning the Original Receivership Stay Application and requiring that Mr. Coe serve a copy of the application on counsel to ATB Financial.
- 6. On October 24, 2024, the Court granted an Order, *inter alia*, declaring the Original Receivership Stay Application a nullity as Mr. Coe had not complied with the Vexatious Litigant Order.

Appeal of Vexatious Litigant Order and Receivership Order

- 7. On July 14, 2025, Mr. Coe filed, *inter alia*, the following materials:
 - (a) An application seeking an order:
 - (i) Granting leave to appeal the Vexatious Litigant Order;

- (ii) Declaring that the Vexatious Litigant Order and the receivership proceedings are void *ab initio*; and
- (iii) Granting interim declaratory and compensatory relief in the amount of \$750,000, without prejudice to future claims for full damages in excess of \$12 million.

Receiver's Position

8. The Receiver takes no position on the Applications and Appeals before the Court as (i) the Vexatious Litigant Order predated the Receiver's involvement, and (ii) the Receiver is indifferent as to whether or not the Receivership Order ought to have been granted. However, the Receiver provides this report (the "**First Report**") for the benefit of the Court and the parties, for the purposes set out below, and to advise the Court of the potential prejudice to the Receiver if the Receivership Order is stayed or set aside.

PURPOSE

9. The purpose of the First Report is to provide this Honourable Court with:
- (a) A summary of the material activities of the Receiver subsequent to the granting of the Receivership Order;
 - (b) A summary of certain notable interactions with Mr. Coe;
 - (c) A summary of the Receiver's understanding of the seizure affected by Stewart Belland & Assoc. Inc. on behalf of ATB;
 - (d) The Receiver's Interim Statements of Receipts and Disbursements as at July 18, 2025;

- (e) Details of the Receiver and its counsel's current professional fees and disbursements; and
 - (f) The Receiver's comments with respect to the potential implications of the Receivership Order being stayed or voided.
10. Unless otherwise indicated, capitalized terms not defined in this First Report are as defined in the Fong Affidavit or the Receivership Order, as applicable. All references to currency are in Canadian dollars unless otherwise noted.
11. This First Report, together with other information and filings regarding these proceedings, will be posted on the Receiver's website at: <https://www.bdo.ca/1719091>.

TERMS OF REFERENCE

12. In preparing this First Report, the Receiver has relied upon unaudited financial information contained in the limited books and records of the Company, and discussions with key stakeholders of the Company, including, *inter alia*, directors of the Company and representatives of ATB, among other sources of information (the "**Information**"). The Receiver has not performed an audit, review or other verification of such Information. Accordingly, the Receiver does not express an opinion or any other form of assurance on the Information presented herein.
13. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party because of the circulation, publication, reproduction or use of the First Report.

14. This First Report is intended to provide information relevant to this Appeal Action and is not intended to be a fulsome update to the Court with respect to the status of the Receivership Proceedings. Such a comprehensive and fulsome update will be provided in connection with a further application in the within proceedings.

BACKGROUND

15. A corporate search of the Corporate Registration System of the Government of Alberta dated October 1, 2024 (the "**Corporate Search**") illustrates that Mr. Coe is listed as the sole director and owner of 100% of the voting shares of 171. The Corporate Search indicates that the Company was incorporated on December 18, 2012 and has been struck for a failure to file annual returns.
16. The Company's substantial asset is understood to be the land and approximately 10,000 square foot building located at the municipal address of 9 Gateway Drive in Rocky Mountain House (Clearwater County), Alberta and legally described as follows:

PLAN 1224449
BLOCK 2
LOT 12
EXCEPTON THEREOUT ALL MINES AND MINERALS
AREA: 0.853 HECTARES (2.11 ACRES) MORE OR LESS
(the "**Lands**")
17. Ms. Fong affirms in the Fong Affidavit that based on an appraisal contained in an Affidavit of Value filed in these proceedings, that to the best of her knowledge:
 - (a) The Defendants or parties connected to the Defendants, were

tenants upon the Lands, and operate a licensed cannabis production facility; and

(b) There were currently growing cannabis crops upon the Lands.

18. Accordingly, Paragraph 3 of the Receivership Order provided that the Property shall specifically not include, and the Receiver shall not take possession of, nor be deemed to take possession of, any of the Debtor's Assets, or any assets located upon or within the buildings located upon the Lands, for which any permit or license is issued or may be issued in accordance or connection with the following or similar legislation (collectively, the "**Controlled Substances Legislation**"):

(a) The Excise Tax Act, 2001, SC 2002, c. 22;

(b) The Cannabis Act, SC 2018, c C 16;

(c) The Gaming Liquor and Cannabis Act, RSA 2000 c G-1;

(d) The Cannabis Control (Saskatchewan) Act, SS 2018, c C-2.111;
and

(e) The Ontario Cannabis Retail Corporation Act, 2017, SO 2017
c 26, Sch 1,

which shall include any controlled substances subject to the Controlled Substances Legislation and the Receiver shall not be deemed to be in possession of any Property within the meaning of the Controlled Substances Legislation (collectively, the "**Excluded Assets**").

19. Paragraph 4 of the Receivership Order authorizes and directs the Receiver to enter into any contracts or agreements with accredited third party service providers (each a “**Destruction Contractor**”) pertaining to the licensed destruction of the Excluded Assets.
20. Paragraph 5 of the Receivership Order approves the protocol for the destruction of the Excluded Assets, as set out in any contract or agreement between the Receiver and a Destruction Contractor.

ACTIVITIES OF THE RECEIVER

21. Subsequent to the granting of the Receivership Order, the Receiver has, *inter alia*:
 - (a) Attended to the Lands to take possession and control of the Property of the Company, including the changing of locks to the Lands;
 - (b) Arranged for onsite security coverage for the Lands with personnel positioned at the exterior of the Lands until such time as the Excluded Assets that were not protected in a vault were destroyed by a Destruction Contractor;
 - (c) Following the destruction of the Excluded Assets that were not protected in a secure vault, arranged for periodic attendance by the Receiver’s agents to perform walk throughs of certain areas of the Lands in accordance with the vacancy restrictions of the Receiver’s insurance policy;

- (d) Requested the books and records of the Company, including copies of any applicable lease for the Lands between the Company as landlord and Edgewood Products or any other operating entity as tenant;
- (e) Arranged for insurance coverage of the Lands;
- (f) Arranged for alarm monitoring coverage for the Lands;
- (g) Arranged for new utility accounts in the name of the Receiver;
- (h) Entered into an agreement with a Destruction Contractor and arranged for the destruction of the Excluded Assets following consultation and correspondence with each of Canada Revenue Agency and Health Canada;
- (i) Completed repairs and maintenance to the Lands as required, including servicing of the septic field prior to the winter season;
- (j) Held discussions with a proposed listing agent to ascertain potential market value on an "as is" basis and potential marketing approach;
- (k) Facilitated tours and discussions with industrial cleaning and HVAC companies to consider cleaning of the facility to ready the Lands for marketing and sale;
- (l) Received and considered, together with legal counsel, an extensive amount of correspondence from Mr. Coe, including *inter alia*, allegations of trespassing and purporting to hold the Receiver and its agents liable for administering its mandate pursuant to the Receivership Order; and

- (m) Communicated with affected stakeholders, including *inter alia*, representatives of the Company and ATB Financial.

NOTABLE INTERACTIONS WITH MR. COE

Initial attendance at the Lands

22. Subsequent to the Receivership Order being granted, the Receiver attended at the Lands in order to administer its mandate. Upon arrival the Receiver noted a sign on the fencing with a phone number to call for yard access. Upon calling this number, the Receiver spoke with an individual to introduce the Receiver and advise of the Receivership Order. However, the individual responded indicating that we had reached "Michael Coe the man and not the corporation" prior to being disconnected on several occasions. The Representative of the Receiver advised in a subsequent email that it was contacting Mr. Coe in his capacity as director and sole shareholder based on a search of the Corporate Search registration system.
23. Following these discussions, and upon the arrival of a locksmith, the Receiver gained access to the yard. Upon entering the yard and tripping an audible alarm, an unidentified third party (subsequently determined not to be Mr. Coe) attended the site, maintained a presence outside of the exterior fence, and verbally accused the Receiver of wrongdoing and advised that the Receiver needed to leave. When the Receiver attempted to engage with this person to present them with a copy of the Receivership Order, this person raised spurious issues concerning the Receivership Order including that it was not a legitimate Order and that the Honourable Justice Armstrong was not

authorized to grant such an Order.

24. Given the continuing verbal accusations and aggressive tenor of this party, the representatives of the Receiver returned to their vehicle and contacted the Royal Canadian Mounted Police (“RCMP”) as permitted by Paragraph 8 of the Receivership Order. The Receiver’s goal was to have the RCMP attend to keep the peace and allow the Receiver to execute its powers and duties as set out in the Receivership Order.
25. Subsequently Mr. Coe arrived at the Lands. He also raised several concerns with respect to the Receivership Order, including the jurisdiction of the Courts to grant such an Order over private property. Mr. Coe also challenged the jurisdiction of the RCMP.
26. Following discussions between Mr. Coe, his wife, the RCMP, and the Receiver, Mr. Coe and his wife ultimately left the Lands and the Receiver took steps to execute its mandate.

Mr. Coe comments on validity of Receivership Order

27. Throughout these proceedings, Mr. Coe has communicated his views and positions to the Receiver and its counsel as to the validity of the Receivership Order. These views and positions are substantially similar to the arguments advanced by Mr. Coe in this Appeal.

Initial interactions with Mr. Coe and request for documents

28. On the evening of October 17, 2024, Mr. Coe’s wife contacted the Receiver on the day of its appointment advising that:

“I know that you were just doing your job, I hope that you understand that we have been given that advice by our council. I’m asking if you please let us get the products out that we have

for sale. There was a shipment to leave tomorrow. Please let us in to take care of plants until we can get order amended (the "Shipping Correspondence")

29. The Receiver responded on the morning of October 18, 2024 indicating that it would be available for a discussion to obtain more information on the shipment so that the debtor and Receiver could work together to facilitate delivery and that following such initial discussion, further discussions and correspondence could take place regarding what a go-forward working arrangement might look like. A copy of this Shipping Correspondence is attached as **Appendix "A"**.
30. In facilitating this request, on October 18, 2024, the Receiver provided interim access to the Lands to Mr. Coe, his spouse and individuals understood to be employees of a related party (collectively, "Edgewood Personnel"), although to be able to continue such access, the Receiver requested through counsel, *inter alia*, the following documents:
 - (a) A lease agreement between Edgewood Products and 1719091 Alberta Ltd.;
 - (b) A copy of insurance pertaining to the property of 1719091 Alberta Ltd.;
31. In the course of discussions, Mr. Coe advised representatives of the Receiver that there was a lease in place and that the building was insured, but that he was not in a position to provide the requested documentation until the return of his bookkeeper, on or around November 9, 2025.

32. The Receiver requested these documents on numerous occasions while Edgewood Personnel continued to attend to the Lands.
33. Ultimately, on November 13, 2024, having not received the requested documentation, the Receiver advised Mr. Coe through counsel (the “**November 13 Correspondence**”) that it was no longer allowing access to the Lands and that it would be taking steps to ready the Lands for sale as set out in the Receivership Order, which included entering into a contract with a Destruction Contractor for the licensed destruction of the Excluded Assets.
34. The November 13 Correspondence advised that the Receiver might reconsider its position if the Receiver’s previous requests were complied with, and that access to the Lands was contingent upon payment of a suitable market-based rent and evidence that satisfactory financial arrangements had been made for the continued services to the Property including utilities and electricity. A copy of the November 13 Correspondence, without Appendices, is attached hereto as **Appendix “B”**.
35. As the Receiver did not receive a satisfactory response to the November 13 Correspondence, the Receiver proceeded with entering into a contract with a Destruction Contractor for the licensed destruction of the Excluded Assets.

Activities during attendance for retrieval of personal affects

36. On or around November 26 and 27, 2024, the Receiver was contacted by Mr. Coe and Mr. Coe’s spouse who advised that employees, or former employees, needed access to the Lands to obtain personal

items, including medication.

37. In response the Receiver arranged to provide access to the employees on the morning of November 28, 2024. The attendees included Mr. Coe and his wife. Mr. Coe and his wife left the premises at approximately 12:30, advising that Mr. Coe would return in the afternoon. The Receiver agreed to allow Mr. Coe to reattend if he could come back in 30-45 minutes, to which Mr. Coe advised that he would be back shortly.
38. Mr. Coe ultimately returned at approximately 2:20 pm and entered the premises. The Receiver reiterated to Mr. Coe that it had intended on being on site only until 2:30 pm but would stay until 3:00 pm to accommodate Mr. Coe. Subsequently Mr. Coe entered a locked office area on the upper floor which the Receiver did not have access.
39. Having not heard from Mr. Coe, at approximately 3:00 pm, and at approximately 30-minute intervals thereafter, until 4:30 pm, representatives of the Receiver knocked on the locked office door to advise that the permitted time was up and that the Receiver required Mr. Coe to leave the premises. No response was received from Mr. Coe.

40. A second representative of the Receiver attempted to contact Mr. Coe via phone, with no response received. As a result, an email communication (the "**Receiver Access Correspondence**"), attached as **Appendix "C"**, was sent to Mr. Coe, requesting that Mr. Coe leave the premises or that the Receiver would contact the RCMP for assistance. The Receiver notes that Mr. Coe had been sending emails over the course of the afternoon.
41. At approximately 5:15 pm the Receiver contacted the RCMP to advise of the above situation, and that the Receiver had not heard from Mr. Coe. The Receiver requested RCMP assistance in both performing a wellness check on Mr. Coe and assisting in having Mr. Coe removed from the Lands.
42. At approximately 6:05 pm RCMP attended to the Lands and held discussions with representatives of the Receiver as to whether Mr. Coe's refusal to leave was considered trespassing. This conversation ended abruptly when the RCMP received an urgent call which required their immediate attention.
43. During the intervening period representatives of the Receiver periodically monitored the security system and observed that Mr. Coe appeared to remain upstairs. However, at approximately 6:50 pm, the security system (which was accessible from the upstairs office) was deactivated. At this time representatives of the Receiver again knocked on the locked door to ask Mr. Coe to leave.

44. At approximately 11:00 pm representatives of the Receiver left the building to sit in their vehicles for safety reasons rather than remain in the building overnight. The building's security system allowed these representatives to remotely monitor movement throughout the building. Following their exiting the building, the alarm sensors detected movement throughout the building appearing to indicate that Mr. Coe was moving throughout both the upstairs and downstairs portions of the building.
45. Given the uncertainty as to whether the RCMP would assist with the removal of Mr. Coe, the Receiver and its legal counsel commenced preparing an emergency court application to remedy this situation.
46. The next day, at approximately 5:30 pm on November 29, 2024, RCMP contacted the Receiver and advised that they would attend the building in an attempt to have Mr. Coe vacate. At approximately 5:45 pm the RCMP again contacted the Receiver indicating that Mr. Coe had contacted the RCMP and while the Receiver was not privy to the discussions held, it understands that in the course of those discussions Mr. Coe agreed to exit the premises.
47. At approximately 6:30 pm., Mr. Coe left the building. Following Mr. Coe's departure representatives of the Receiver toured the property and noted that the front door lock appeared to be jammed with an object and the utility room lock was also damaged. The Receiver subsequently engaged a locksmith to address both items and external security remained onsite until such repairs were complete.

SEIZURE BY ATB FINANCIAL

48. On January 29, 2025, Stewart Belland & Assoc. Inc. seized the personal property inside the Lands pursuant to the security interest of ATB Financial.

INTERIM SRD AND RECEIVER'S BORROWING CHARGE

49. The Receiver has provided as **Appendix "D"** an interim statement of receipts and disbursements (the "**Interim SRD**"), illustrating that the Receiver is holding approximately \$8,388 as of July 18, 2025 with the following comments:
- (a) Pursuant to the Receivership Order, the Receiver has received approximately \$225,000 in funding from ATB pursuant to four Receiver's Certificates which amount is secured by fixed and specific charge (the "**Receiver's Borrowing Charge**") in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise in favour of any Person, but subordinate in priority to the Receiver's Charge, and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
 - (b) Material expenditures made by the Receiver include:
 - (i) Approximately \$75,948 in costs paid to the Destruction Contractor for services and out of pocket costs incurred with respect to the destruction of the Excluded Assets noting that certain amounts remain outstanding to the Destruction Contractor;
 - (ii) Approximately \$56,323 pertaining to security and

property inspectors; and

- (iii) Approximately \$31,930 with respect to insurance on the Lands.

PROFESSIONAL FEES AND RECEIVER'S CHARGE

- 50. As of June 30, 2025, the Receiver has professional fees incurred but unpaid in the amount of approximately \$204,463 in fees and approximately \$16,513 in disbursements while its counsel has unpaid amounts of approximately \$84,518.
- 51. Paragraph 23 of the Receivership Order provides that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges and shall be entitled to the benefits of and are granted a charge (the "Receiver's Charge") on the Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of the Receivership Order in these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

RECEIVER'S COMMENTS IF THE RECEIVERSHIP PROCEEDINGS ARE VOIDED

- 52. As outlined above, pursuant to the authorization and direction contained in the Receivership Order, the Receiver has engaged the services of a Destruction Contractor to complete the destruction of the

Excluded Assets, materially negating any ability to reinstate the cannabis business as though the Receivership Order had not been granted.

53. Given the existence of each of the Judicial Listing Order and the Listing Access Order, in the event the Receivership Order was vacated or voided, the Lands would revert to being listed for sale pursuant to a different judicial process.
54. In addition to the above, the Receiver has administered its mandate as authorized and directed by the Courts in accordance with the Receivership Order in good faith, incurring a significant amount of professional costs and third party liabilities. The Receiver would be prejudiced if the Receivership Order were set aside and the Receiver's Charge vacated unless the amounts secured by the Receiver's Charge were paid in full.

All of which is respectfully submitted this 25th day of July, 2025.

BDO Canada Limited

Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity

Per:



Kevin Meyler, CPA, CIRP, LIT
Senior Vice President

Per:



Lorry Fritsche
Manager

APPENDIX "A"
SHIPPING CORRESPONDENCE

Meyler, Kevin

From: Meyler, Kevin
Sent: October 18, 2024 9:14 AM
To: Carmen Coe
Cc: dlegeyt@bdplaw.com
Subject: RE: [EXT] Products from building

Importance: High

Hi Carmen,

Thank you for your note.

Would you be available for a discussion this morning to provide more information on today's planned shipment so that we can work together to facilitate delivery. After this initial discussion, we can have further discussions and correspondence on what a go-forward working arrangement might look like.

Please let us know your availability for such a discussion at your earliest convenience and a phone number at which you can be reached.

Thanks, Kevin.

From: Carmen Coe
Sent: October 17, 2024 5:54 PM
To: Meyler, Kevin <kmeyler@bdo.ca>
Subject: [EXT] Products from building

You don't often get email from 72gvpsvvan@gmail.com. [Learn why this is important](#)

I know you were just doing your job,, I hope that you will understand that we have been given that advice by our council.

I'm asking if you please let us get the products out that we have for sale. There was a shipment to leave tomorrow.

Please let us in to take care of plants until we can get order amended.

I beg of you,, this is what we have to carry is on.

Thankyou for the consideration

APPENDIX "B"
NOVEMBER 13 CORRESPONDENCE

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Angel Donor
Direct Phone: (403) 260-9462
Our File: 74432-8

November 13, 2024

VIA EMAIL (mike@edgewoodproducts.ca)

Michael David Coe
9 Gateway Drive
Rocky Mountain House, AB T4T 2A3

**Re: ATB Financial v. 1719091 Alberta Ltd., Clearwater Radiator Inc.,
Edgewood Products Inc. and Michael David Coe
Court File No.: 2203-12106 (the "Action")**

As you know, we act for the Receiver in the Action.

We write further to our letter of October 18, 2024, a copy of which is attached for your ease of reference (the "**October 18 Letter**"). Capitalized terms used but not defined herein are given the meaning ascribed to them in the October 18 Letter.

We have not received any response to the October 18 Letter, and you have failed to comply with the demands contained in the October 18 Letter, and you are thereby in violation of the Receivership Order. Without limiting the generality of the foregoing:

1. You have failed to deliver the Property and the books and records of the Debtor to the Receiver;
2. You have failed to agree to the Receiver's terms upon which the Receiver will allow you to access the Lands, including the term that you will vacate the Lands and leave them in broom swept condition by no later than November 1, 2024;
3. You have failed to provide a Lease in respect of the Lands or otherwise establish that you have any right to enter the Lands. If there is a Lease in respect of the Lands the Receiver reserves its rights to disclaim and terminate such Lease in accordance with the Receivership Order; and
4. You have failed to provide any policies of insurance in respect of the Lands. The Receiver repeats its demand that you provide such documents to the Receiver in accordance with the Receivership Order.

As a result of the foregoing failures to comply with the October 18 Letter and the Receivership Order, the Receiver will no longer allow you, or any other person, to access the Lands for any purpose whatsoever, and the Receiver will take steps to ready the Land for sale as set out in the Receivership

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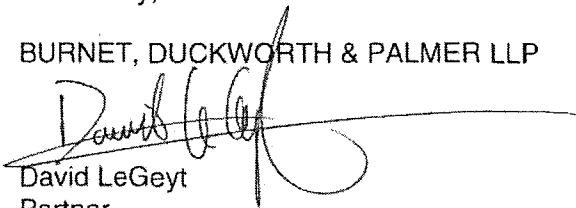
Order, including but not limited to entering into a contract with a Destruction Contractor pertaining to the licensed destruction of the Excluded Assets, both as defined in the Receivership Order, which is again enclosed for your ease of reference.

Be advised that the Receiver may reconsider its position as set out in this letter if you promptly and fully comply with the October 18 Letter and the Receivership Order. Should the Receiver subsequently agree to allow you to access the Lands, such access will be contingent upon receipt of a suitable market based rent, as well as evidence that satisfactory financial arrangements have been made for the continued services to the Property, including but not limited to the cost of utilities and electricity.

Finally, you have recently emailed documents entitled "Notice of Default" and "Fee Schedule" to legal counsel to ATB, and copied our client. These are all pseudo-legal documents, they are of no force or effect, and they are not binding on the Receiver.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

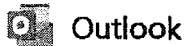


David LeGeyt
Partner
DLG:amd

Enclosure

cc: Kevin Meyler, BDO (via email)

APPENDIX "C"
RECEIVER ACCESS CORRESPONDENCE



RE: Access today - Retrieval of staff personal belongings

From Meyler, Kevin <kmeyler@bdo.ca>

Date Thu 11/28/2024 4:20 PM

To mike@edgewoodproducts.ca <mike@edgewoodproducts.ca>

Cc dlegeyt@bdplaw.com <dlegeyt@bdplaw.com>; Fritsche, Lorry <lfritsche@bdo.ca>

Mike,

I understand that you are still onsite and that representatives of the Receiver have knocked in an attempt to reach you without acknowledgement.

As you are aware, we had originally agreed to provide temporary access to remove your personal belongings of your staff which was indicated included medication, which we understand has been completed. We also provided you with access to remove certain of your personal belongings, leave and return for what we understood was to be a second retrieval of personal belongings. As Lorry indicated below, representatives of the Receiver agreed to be onsite until 2:30.

It is now after 4 pm and I understand that you are in an office upstairs and not responding to representatives of the Receiver attempts to contact you as continuing occupancy is not authorized by the Receiver. We require that you vacate the premises by 4:30 pm or we will be forced to consider contacting the RCMP for assistance.

We are in receipt of your emails of 3:49 and 3:41, have forwarded them to the Receiver's independent legal counsel for their review.

Regards,

BDO Canada Limited

Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity.

Per:

Kevin Meyler
Senior Vice President - National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

110, 5800 - 2nd Street SW
Calgary, AB T2H 0H2
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

From: Fritsche, Lorry
Sent: November 28, 2024 2:03 PM
To: Meyler, Kevin <kmeyler@bdo.ca>; Mike Coe <mike@edgewoodproducts.ca>
Cc: dlegeyt@bdplaw.com
Subject: Re: Access today - Retrieval of staff personal belongings

Hello Mike,

Further to your initial site visit today at approximately 11:00 am, we discussed that you would be back within 30-45 minutes which would have been about 1 pm.

It is now 2 pm but we will remain on site until 2:30 to hopefully catch you. If you are not here at that time, we will need to reschedule another time for you to pick up your personal items.

Best regards,

Lorry Fritsche

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From: Meyler, Kevin <kmeyler@bdo.ca>
Sent: Thursday, November 28, 2024 10:17:12 AM
To: Mike Coe <mike@edgewoodproducts.ca>
Cc: dlegeyt@bdplaw.com <dlegeyt@bdplaw.com>; Fritsche, Lorry <lfritsche@bdo.ca>
Subject: Access today - Retrieval of staff personal belongings

Mike,

Access today at 11 is being provided for the sole purpose of allowing your staff to retrieve personal items such as medication based on your request. As we advised, and based on your request, we will provide access to 2 staff at a time for such purpose, but would anticipate that total receiver attendance at the premises would not exceed 1 hour.

With respect to the provision of the lease, we had previously requested the books and records of 1719091 Alberta Ltd. ("171 AB") be provide to the Receiver, as required pursuant to Paragraphs 10 and 11 of the Receivership Order. During the period of your various attendances at the facility, you indicated that you were unable to access the lease at the premises as you required the assistance of your bookkeeper who was scheduled to return on, or around, November 9, 2024. With respect to your enquiry on a listing of assets of 171 AB as per your request below, would be included in this request for the books and records, although we note your subsequent email stating that 171 AB does not own or have any rights to any property, items or otherwise located inside the building or outside the building.

Accordingly, notwithstanding the obligation to provide the books and records to the Receiver, the purpose of today's attendance is to solely related to your staff being permitted to remove personal belongings and other than this sole exception, the terms of our counsel's correspondence dated November 13, 2024 (re-attached herein) concerning the fact that the Receiver will no longer allow access to the premises remains intact.

Regards,

BDO Canada Limited
Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity.

Per:

Kevin Meyler
Senior Vice President – National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

110, 5800 – 2nd Street SW
Calgary, AB T2H 0H2
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

II Before you print think about the environment/Avant d'imprimer, pensez à l'environnement

-----Original Message-----

From: Meyler, Kevin
Sent: November 27, 2024 11:20 AM
To: 'Mike Coe' <mike@edgewoodproducts.ca>
Subject: RE: [EXT]

Tomorrow at 11 works, we'll allow two individuals access to the premises at a time to retrieve their personal items based on your request.

We were referring to the fact that the items that we understand they will be retrieving will be easily identifiable as belonging to the individual staff members (such as personal family photos, cell phone, prescription medication, etc.) versus the item being a potential asset of 1719091 Alberta Ltd. given that we still do not have the books and records.

Thanks,

-----Original Message-----

From: Mike Coe
Sent: November 27, 2024 10:43 AM
To: Meyler, Kevin <kmeyler@bdo.ca>
Subject: Re: [EXT]

Tomorrow @11 am works for All , the previous Authorized entry list provided will be the Authorized list for access.

I do not understand photos of personal private property to identify?

We can discuss on site .

> On Nov 27, 2024, at 9:33 AM, Meyler, Kevin <kmeyler@bdo.ca> wrote:

>

> Mike,

>

> We can work to provide access to the staff at 1 this afternoon if that works. Please advise which employees will be in attendance.

>

> We will require a high level listing of the personal belongs. To the extent the items being claimed are very clearly personal belongings (i.e. identifiable prescription medication, photos, etc.) we do not anticipate an issue, but to the extent that it is not clearly identifiable as personal belongings, we reserve the right to review for a claim of ownership prior to releasing items.

>

> Please confirm if 1 works for their attendance as the Receiver will not have representatives on site all day.

>

> Thanks, Kevin.

>

> -----Original Message-----

> From: Mike Coe

> Sent: November 27, 2024 8:13 AM

> To: Meyler, Kevin <kmeyler@bdo.ca>

> Subject: [EXT]

>

> Kevin , My staff has personal belongings they want to pick up at the facility. What time can they access and pick up their belongings?

>

> Also their is medication that is required.

>

>

>

>

> The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

>

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APPENDIX "D"
INTERIM SRD

**In the Matter of the Receivership of 1719091 Alberta Ltd.
Interim Statement of Receipts and Disbursements
For the period October 17, 2024 to July 18, 2025**

Receipts

Receiver's Borrowings	225,000
Interest earned	674
	<u>225,674</u>

Disbursements

Destruction Contractor expenses	75,948
Security and property inspectors	56,323
Insurance	31,930
Consulting	29,512
Utilities and security system	12,979
GST (net)	8,400
Repairs and Maintenance	1,536
Locksmith charges	497
Filing Fees	80
Bank charges	79
	<u>217,285</u>

Net receipts

8,389

APPENDIX “B”

In the Court of Appeal of Alberta

Citation: ATB Financial v 1719091 Alberta Ltd, 2025 ABCA 291

Date: 20250826
Docket: 2503-0135AC
Registry: Edmonton

Between:

ATB Financial

Respondent

- and -

**1719091 Alberta Ltd, Clearwater Radiator Inc, Edgewood Products Inc,
and Michael David Coe**

Applicants

**Reasons for Decision
of the Honourable Justice Kevin Feth**

Applications to Extend Time for Permission to Appeal
Applications for Permission to Appeal
Applications for Stays

**Reasons for Decision
of the Honourable Justice Kevin Feth**

Overview

[1] The applicants, Michael David Coe, 1719091 Alberta Ltd, Clearwater Radiator Inc, and Edgewood Products Inc, seek extensions of time to appeal two orders: an order restricting the applicants from initiating steps in the lower court action and an order granting a receivership over 1719091 Alberta Ltd. If the applications to extend the time to appeal are granted, the applicants also seek permission to appeal the orders (if permission is required) and a stay of the orders pending appeal.

[2] For the reasons to follow, both applications to extend the time to appeal are dismissed. Accordingly, the applications for permission to appeal and for stays of the orders pending appeal need not be determined.

Background

[3] Mr Coe is the owner of 1719091 Alberta Ltd, Clearwater Radiator Inc, and Edgewood Products Inc. 1719091 Alberta Ltd borrowed money from ATB Financial. The debt was secured against industrial real property (“Industrial Property”) and was guaranteed by Clearwater Radiator Inc, Edgewood Products Inc, and Mr Coe personally.

[4] 1719091 Alberta Ltd fell into arrears on the debt repayment. On August 9, 2022, ATB Financial commenced the action below against the applicants seeking to collect on the debt. The applicants were noted in default on November 8, 2022.

[5] On December 16, 2022, the court below granted ATB Financial a consent judgment against the applicants in the amount of \$1,464,241.94 plus interest. The consent judgment was not appealed.

[6] ATB Financial then took steps to foreclose on and sell the Industrial Property. On January 9, 2023, ATB Financial filed an application for a redemption order, an affidavit of value, an affidavit of default, and a certificate of title (“Application Materials”). The application was returnable on January 23, 2023.

[7] On January 13, 2023, ATB Financial served the applicants with the Application Materials by email.

[8] On January 18, 2023, the court below granted an order that deemed service of the Application Materials good and sufficient, and that allowed ATB Financial to substitutionally

serve the applicants by email with all subsequent notices, orders, and other documents for the action (“Substitutional Service Order”). The Substitutional Service Order was not appealed.

[9] On January 23, 2023, the court below granted a redemption order setting a deadline to repay the debt, failing which the property would be offered for sale.

[10] Mr Coe sought to pay off the debt by sending ATB Financial two documents. The first was styled as a “money order” that purported to transfer \$1,732,986 to ATB Financial. The document listed the Canada Revenue Agency as the source of the funds, Mr Coe’s social insurance number as the “issuer”, and Mr Coe’s birth documentation number as the “acceptor”. The second document claimed to transfer \$1,949,609 to ATB Financial as “payment” with much the same information as the first. Neither document was a method of payment acceptable to ATB Financial.

[11] In rejecting both forms of purported payment, ATB Financial asserted that Mr Coe was engaging in Organized Pseudolegal Commercial Argument (OPCA) strategies, which are contrivances to avoid payment. Some OPCA strategies allege that governments operate secret bank accounts linked to birth documentation that can be accessed to pay debts through special documents and declarations: see *Meads v Meads*, 2012 ABQB 571 [*Meads*].

[12] On March 24, 2023, Mr Coe purported to make another payment by sending to ATB Financial a “promissory note” from Vanessa Amy Landry. She promised to pay the debt at a rate of \$200 per month. Ms Landry is known to the court as someone who previously collaborated with a Freeman-on-the-Land OPCA promoter in a mortgage elimination money-for-nothing scheme in which she claimed to pay very large mortgage debts with one ounce of silver: *Scotia Mortgage Corporation v Landry*, 2018 ABQB 856. ATB Financial also rejected this purported payment as another OPCA strategy.

[13] In May 2023, Mr Coe applied to unwind the foreclosure process and cancel the debt, relying on arguments characterized by ATB Financial as OPCA litigant behaviour. The application was adjourned to special chambers and later dismissed.

[14] On June 13, 2023, the court below granted an order listing the Industrial Property for sale. The applicants were uncooperative in the sale process.

[15] Two applications followed, resulting in the orders the applicants seek to appeal.

[16] First, ATB Financial applied to have the applicants declared vexatious litigants and to impose court access restrictions pursuant to ss 23-23.1 of the *Judicature Act*, RSA 2000, c J-2 because the applicants’ litigation conduct demonstrated an abuse of process. The application proceeded on a documents-only basis. The court below sent the applicants a letter on May 21,

2024, informing them of the application, explaining the procedural requirements, and providing an opportunity to file materials and respond to the materials submitted by ATB Financial. The applicants did not engage with that process.

[17] On July 30, 2024, Associate Chief Justice K. Nielsen concluded that the applicants are not “vexatious litigants” as contemplated by ss 23-23.1 of the *Judicature Act*, but had engaged in litigation misconduct in the action. He found that Mr Coe is “a participant in a broader OPCA-based enterprise or endeavor with a financial basis and objective: to use pseudolaw non-law to get money, eliminate debt, and/or frustrate debt collection”: *ATB Financial v 1719091 Alberta Ltd*, 2024 ABKB 461 at para 27 (*Restricted Access Reasons*). Utilizing the court’s inherent jurisdiction to control its own proceedings, the Associate Chief Justice granted an order prohibiting the applicants from commencing any applications, appeals, or other processes in the action unless leave was given by him or his designate. If the applicants applied for leave, they were required to post \$10,000 with the Clerk of the Court as cash security [“Restricted Access Order”].

[18] Second, ATB Financial applied to appoint a receiver/manager over all the current and future assets of 1719091 Alberta Ltd pursuant to s 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 [“Act”]. On October 17, 2024, Justice R. Armstrong granted an order appointing BDO Canada Limited as the receiver and manager for 1719091 Alberta Ltd and deeming service of the notice of application on the applicants as good and sufficient [“Receivership Order”].

[19] On October 21, 2024, Mr Coe applied in the court below for an emergency injunction staying the Receivership Order and prohibiting its enforcement. The court declared the application a nullity because Mr Coe did not follow the prerequisites to filing outlined in the Restricted Access Order.

[20] On April 22, 2025, Mr Coe filed a further application in the court below for leave to “appeal” the Receivership Order. This application was also struck for failure to comply with the prerequisites in the Restricted Access Order.

[21] On July 14, 2025, the applicants filed the present applications in this Court.

Preliminary issue

[22] Mr Coe brings these applications in his personal capacity and on behalf of 1719091 Alberta Ltd, Clearwater Radiator Inc, and Edgewood Products Inc. He is not a lawyer and therefore cannot represent a corporation in any action or proceeding before a court or judge, even if he is an owner of the corporation: s 106 of the *Legal Profession Act*, RSA 2000, c L-8. However, Rule 2.23(4) of the *Alberta Rules of Court*, Alta Reg 124/2010 [Rules] gives the court a discretion to grant a right

of audience to any agent, who is not a lawyer, to speak on behalf of a corporation: *Vuong Van Tai Holding v Alberta (Minister of Justice and Solicitor General)*, 2020 ABCA 169 at para 15.

[23] ATB Financial did not object to Mr Coe speaking on behalf of the corporate applicants. Similarly, BDO Canada Limited, as the receiver and manager for 1719091 Alberta Ltd, did not object to Mr Coe appearing as agent for that company. I therefore granted Mr Coe a limited right of audience for these applications to speak on behalf of the corporate applicants.

Application for an extension of time to appeal

[24] A notice of appeal must be filed within one month after the date of the decision being appealed, unless an enactment provides otherwise or the nature of the appeal first requires permission to appeal: Rule 14.8(2)(a). Where permission to appeal is required, the application for permission to appeal must be filed and served within the time periods mentioned in subrule (2)(a): Rule 14.8(3). Deadlines to initiate an appeal are short due to the importance of finality in litigation: *Li v Morgan*, 2020 ABCA 186 at para 4.

[25] Rule 14.37(2)(c) allows a single appeal judge to extend the time to appeal. The test to extend the time was described in *Sohal v Brar*, 1998 ABCA 375 at para 1, referring to the factors set out in *Cairns v Cairns*, [1931] 4 DLR 819 at 826, 26 Alta LR 69 (SC (AD)) [*Cairns*]. The applicants must:

- (a) show a *bona fide* intention to appeal while the right to appeal existed, and that the failure to appeal was by reason of some special circumstance which serves to excuse or justify the failure;
- (b) account for the delay and show that the respondent has not been so seriously prejudiced as to make it unjust to disturb the judgment, having regard for the positions of both parties;
- (c) show that they have not taken the benefits of the judgment from which the appeal is sought; and
- (d) show that the appeal would have a reasonable chance of success if allowed to proceed.

[26] The decision to extend the time to appeal is discretionary; not all the *Cairns* factors must be met to grant the extension: *Attila Dogan Construction and Installation Co Inc v AMEC Americas Limited*, 2015 ABCA 206 at para 5. This test is “premised on the importance of the finality of judgments”: *R v Canto*, 2015 ABCA 306 at para 21, [2015] 11 WWR 354. The overriding question is whether the interests of justice are served by granting an extension: *Wandler v Crandall*, 2017 ABCA 115 at para 14.

[27] For an order or decision granted under the *Bankruptcy and Insolvency Act*, section 31 of the *Bankruptcy and Insolvency General Rules*, CRC, c 368 requires a notice of appeal to be filed within 10 days after the date of the order or decision being appealed. Section 187(11) of the *Act* provides that the court may extend time limits as it sees fit. The *Cairns* test applies to an application for an extension of time under the *Act*: *Alberta Treasury Branches v Conserve Oil Ist Corporation*, 2016 ABCA 87 at paras 21-22, leave to appeal to SCC refused, 37025 (13 October 2016).

Analysis

The Restricted Access Order

[28] As the Restricted Access Order was granted on July 30, 2024, the applicants were required to file a notice of appeal by August 30, 2024. However, the application to extend the time to appeal was filed on July 14, 2025, more than ten months after the deadline.

[29] The applicants provide no evidence that they, or Mr Coe in particular, had a *bona fide* intention to appeal the Restricted Access Order within one month of it being decided. Prior to this application, the applicants took no steps at either level of court to dispute that Order.

[30] The applicants have not shown special circumstances excusing or justifying the delay. Mr Coe deposes that he believed permission to take a step and posting \$10,000 as security were necessary to initiate an appeal to this Court. However, the Restricted Access Order clearly states that the applicants are prohibited from initiating steps in the Court of King's Bench action, absent leave of that court; nothing in the Order bars access to this Court. The applicants do not explain how the Order was confusing, and offer no evidence of reasonable diligence, for example, by seeking timely legal advice from a lawyer or clarification from the court below about the meaning of the Order. Mr Coe deposes that he eventually obtained legal advice and then immediately prepared and submitted this application, but no reason is given for the long delay before obtaining that advice.

[31] Moreover, Mr Coe's stated belief that he thought permission to take a step was required is contradicted by his own actions. Months before filing these applications, he attempted to take steps in the underlying action to stay and then "appeal" the Receivership Order. He did not interpret the Restricted Access Order as impeding his efforts to file those applications (although he did not comply with the prerequisites to advancing new applications).

[32] Mr Coe also claims that his status as a self-represented litigant caused the delay. The applicants were provided with measured guidance from the Associate Chief Justice to "consult with a lawyer ... prior to seeking leave to take steps" in the action: *Restricted Access Reasons* at

para 40; see also *Goldstick Estates (Re)*, 2019 ABCA 508 at para 55. The applicants had the benefit of legal counsel early in the action. They do not assert an inability to access legal advice about pursuing an appeal. Moreover, deadlines under the *Rules* apply equally to self-represented and represented litigants: Rules 1.1(2) and 1.2; *Municipal District of Foothills No 31 v Alston*, 2023 ABCA 46 at para 3 [*Alston*].

[33] ATB Financial concedes that an appeal of the Restricted Access Order will not unduly burden the action or prejudice it, so long as the operation of the Order is not stayed. However, I accept that finality will be compromised, and that an appeal risks the continuation of an abuse of process by the applicants through meritless OPCA arguments raised in the proposed appeal.

[34] The applicants have not taken any benefit from the Restricted Access Order.

[35] The remaining consideration is whether the proposed appeal has a reasonable chance of success. This is a low standard. The applicants must demonstrate their position is arguable, “not certainty [of success] or even likely victory”, and that the appeal has some merit; it is not frivolous or hopeless: *Balisky v Balisky*, 2019 ABCA 404 at para 26; *Andres v Andres*, 2023 ABCA 42 at para 28.

[36] The burden is more difficult to meet where the proposed ground of appeal is subject to a deferential standard of appellate review: *Berro v Berro*, 2001 ABCA 157 at para 17; *Carbone v McMahon*, 2015 ABCA 263 at para 7. Deference is afforded to case management orders, such as the Restricted Access Order in this case, unless the exercise of discretion was unreasonable: *Lymer v Jonsson*, 2018 ABCA 36 at para 19; *Jonsson v Lymer*, 2020 ABCA 167 at para 18 [*Jonsson*].

[37] The applicants’ proposed grounds of appeal have no arguable merit. First, the applicants claim that the Restricted Access Order is invalid because it lacks certain “authentication symbols”, including an “Alberta Signature”, a visible Alberta Coat of Arms, “cryptographic signature, digital watermark, electronic seal, or QR verification”, and “secure metadata confirming the identity or authority of the issuing party”. Further, the applicants claim the Order has no “visible chain of lawful custody”. However, these “symbols” are not requirements of court orders in the Court of King’s Bench and no “visible chain of lawful custody” is required. Similar arguments have been properly rejected as OPCA strategies: *Meads* at para 349.

[38] Second, the applicants assert that the Restricted Access Order was granted without notice or reasons. However, the court below sent a letter to the applicants at their address for service informing them of the application, the procedural requirements, and inviting submissions. Mr Coe has not deposed that he did not receive this letter. The applicants did not respond. As for reasons, the Associate Chief Justice provided a detailed explanation in the *Restricted Access Reasons*.

[39] Third, Mr Coe contends that the Restricted Access Order violates his rights under ss 7 and 15(1) of the *Charter of Rights and Freedoms*. The Restricted Access Order was granted under the court's inherent jurisdiction to control its process, rather than the vexatious litigation provisions of the *Judicature Act*: see *Restricted Access Reasons* at para 5. The *Charter* applies to government actions, not court orders: *RWDSU v Dolphin Delivery Ltd*, 1986 CanLII 5 (SCC) at para 36, [1986] 2 SCR 573. No arguable *Charter* violation arises.

[40] Fourth, Mr Coe alleges contraventions of his rights under several sections of the *Alberta Bill of Rights*, RSA 2000, c A-14. However, section 0.2 of the *Alberta Bill of Rights* states the "Act applies to the Legislature and government of Alberta in respect of all matters within the authority of the Legislature of Alberta". The *Alberta Bill of Rights* does not apply to superior court orders exercising the court's inherent jurisdiction.

[41] Finally, and for clarity, the applicants have not raised an allegation that the \$10,000 security requirement imposed by the Restricted Access Order creates an insurmountable financial barrier to court access. As this Court cautioned in *Jonsson* at para 67, prerequisites to commencing or continuing proceedings must be sensitive to the circumstances of the affected parties so as not to create insurmountable preconditions to accessing the courts. Here, Mr Coe has not provided material information about his personal financial circumstances nor asserted an inability to pay. Further, the action is in an advanced stage and the applicants have not identified any potential applications that might be barred by the Restricted Access Order. No arguable prejudice arises.

[42] In summary, the applicants have not shown that their proposed appeal has a reasonable chance of success.

[43] Having considered the *Cairns* factors, I conclude that the interests of justice are not served by granting the applicants an extension of time to appeal the Restricted Access Order.

The Receivership Order

[44] As the Receivership Order was granted on October 17, 2024, section 31 of the *Bankruptcy and Insolvency General Rules* required that the appeal of the Receivership Order be initiated by October 27, 2024. However, the application to extend the time to appeal was filed on July 14, 2025, almost nine months after the deadline.

[45] Turning to the *Cairns* factors, Mr Coe applied in the court below for an emergency injunction on October 21, 2024 to stay the Receivership Order. That application established the applicants' *bona fide* intention to appeal the Receivership Order while the right existed, even though the wrong process was engaged. However, that application was declared a nullity on October 24, 2024 because the applicants did not comply with the Restricted Access Order.

[46] Six months later, on April 22, 2025, Mr Coe filed a purported “appeal” of the Receivership Order in the court below. That application was struck on April 29, 2025 for not complying with the Restricted Access Order. The applicants delayed a further 2 ½ months before filing the application to extend time to appeal in this Court.

[47] The applicants have not provided an adequate explanation for the long delay. No special circumstances have been demonstrated excusing or justifying the failure to file the application in this Court within the 10 day time limit outlined in the *Bankruptcy and Insolvency General Rules*. The plain wording of the Restricted Access Order did not bar access to this Court. The applicants were responsible for pursuing an appeal within the time limits. As explained earlier, Mr Coe’s status as a self-represented litigant and any lack of familiarity with the appeal process are not sufficient excuses. The applicants eventually obtained legal advice about filing an appeal in this Court but offer no explanation for the delay in obtaining that advice.

[48] ATB Financial asserts significant prejudice if the application to extend time to appeal the Receivership Order is granted. Section 195 of the *Bankruptcy and Insolvency Act* provides for an automatic stay of proceedings upon the filing of a notice of appeal. The receiver/manager has liquidated the business of 1719091 Alberta Ltd, which involved the production and sale of cannabis, and has arranged for the destruction of the cannabis as a controlled substance. The receiver/manager has taken control of the Industrial Property and has listed the property for sale to substantially satisfy the debt owed to ATB Financial. A stay of the receivership would interfere with the timely and economical liquidation of the property. ATB Financial asserts that the forced sale will probably not recover all the outstanding debt, so any delay, added expense or loss of property value will prejudice ATB Financial’s recovery. The property appraisals and estimated receiver fees in evidence satisfy me that the forced sale will probably result in sale proceeds that are insufficient to fully extinguish the debt. I find that delay will likely cause additional expense and prejudice ATB Financial’s recovery.

[49] The parties disagree about the applicants taking any benefit from the Receivership Order. Maximizing the return on the liquidation of the Industrial Property ultimately benefits the applicants by enhancing the payment against the debt. However, the applicants consider the liquidation of the property as prejudicial to their long-term commercial interests. This factor cannot be resolved on the material before me. However, in balancing the *Cairns* factors, I find that it is not determinative of the outcome of this application.

[50] The remaining factor is whether the proposed appeal has a reasonable chance of success. The appointment of a receiver is a discretionary remedy: *Saskatchewan (Attorney General) v Lemare Lake Logging Ltd*, 2015 SCC 53 at para 47; [2015] 3 S.C.R. 419. The decision is afforded significant deference on appeal absent “an error of law, or the granting of the remedy is wholly unreasonable in the circumstances”: *BG International Limited v Canadian Superior Energy Inc*,

2009 ABCA 127 at para 6; *7451190 Manitoba Ltd v CWB Maxium Financial Inc et al*, 2019 MBCA 95 at para 28.

[51] The proposed grounds of appeal have no arguable merit sufficient to overcome this stringent standard. First, the applicants argue that the Receivership Order was granted without notice or reasons. However, prior to granting the Receivership Order, Justice Armstrong confirmed that the applicants were served in accordance with the Substitutional Service Order. They did not appear. As for reasons, Justice Armstrong acknowledged the direction from this Court that receivership orders “should not be lightly granted, and that a judge needs to explore whether there are other remedies short of receivership that could serve to protect the interests of, in this case, the... creditors.” He was satisfied that “ATB has already taken steps to engage other remedies that would be short out (sic) of receivership, and that specifically was the application for a sale... of the premises to realize on security” but “through no fault of ATB’s, [the attempted sale] was an abject failure, due primarily to the non-cooperation of the [applicants] and their unwillingness to obey orders of this court.” He concluded that “other remedies short of receivership have been explored ... and are simply not going to work in the circumstances of this case, given the conduct of the... debtors.” He expressly balanced the rights and conduct of the parties and concluded that the applicants were “engaged in active attempts to thwart the legitimate attempts of ATB to recover on the security”, “actively flouting the authority of this court” and taking steps that “jeopardize the realization of the security by the creditor.”

[52] Second, Mr Coe contends the Receivership Order violated his fundamental rights under the *Alberta Bill of Rights* and section 1(a) of the *Canadian Bill of Rights*, SC 1960, c 44. The Receivership Order was granted pursuant to a federal statute, the *Bankruptcy and Insolvency Act*, so the *Alberta Bill of Rights* does not apply. Section 1(a) of the *Canadian Bill of Rights* provides individuals in Canada with protections over their right to the enjoyment of property. However, as s 1(a) states, this right is not unconditional and can be deprived by due process of law. Mr Coe has not established an arguable basis for his bald claim that the *Canadian Bill of Rights* was violated.

[53] Third, the applicants contend ATB Financial “securitized” the loan and that the court below dismissed evidence of this securitization when granting the Receivership Order. This is a recognized OPCA argument: *Bonville v President’s Choice Financial*, 2024 ABKB 483 at para 24. Such arguments have been repeatedly rejected by the Canadian courts: *Royal Bank of Canada v Courtoreille*, 2024 ABKB 302 at para 7. The lower court was not required to respond to this claim: *The Toronto Dominion Bank v Manah*, 2025 ABCA 201 at para 20.

[54] Fourth, the applicants argue the Receivership Order was granted after 1719091 Alberta Ltd was dissolved, so the Order should be of no force and effect. However, ATB Financial commenced the action prior to the dissolution of the corporation. The Receivership Order was granted within that action. Section 227(2)(a) of the *Business Corporations Act*, RSA 2000, c B-9, provides that a

civil action commenced by or against a corporation before its dissolution may be continued as if it had not been dissolved.

[55] Finally, the applicants submit the Receivership Order proceedings were filed in the wrong judicial centre because they were filed in Calgary rather than Edmonton, with the latter being the closest judicial centre. No objection to the venue was raised before Justice Armstrong. In addition, the applicants have not provided evidence that the venue for the proceedings prejudiced their ability to participate. In any event, the choice of venue did not deprive the court below of jurisdiction: Rule 3.6(2).

[56] In conclusion, having considered the *Cairns* factors, I find the applicants have not shown special circumstances excusing or justifying the significant delay. The delay is likely prejudicial to finality and ATB Financial's recovery of the debt. The applicants have no reasonable chance of success on appeal. Accordingly, I conclude that the interests of justice are not served by granting the applicants an extension of time to appeal the Receivership Order.

Conclusion

[57] The applications to extend time to appeal the Restricted Access Order and the Receivership Order are dismissed. As an extension for time to appeal has not been granted, there is no need to consider the applications for permission to appeal and a stay of the orders.

Costs

[58] Unless otherwise ordered, the successful party in an application before this Court is entitled to a costs award against the unsuccessful party: Rule 14.88(1).

[59] ATB Financial seeks full indemnity costs, pursuant to the terms of the security instrument and guarantees that the applicants entered into with ATB Financial. The security instrument confirms that the borrower, 1719091 Alberta Ltd, shall indemnify the lender for legal expenses on a solicitor and own client, full indemnity basis. The other applicants guaranteed that scale of indemnification.

[60] During submissions on costs, Mr Coe maintained his position that the security instrument is not valid and enforceable. However, I have found no merit in that assertion. He also requested that I exercise my discretion to award no costs in the event that the applications were unsuccessful, based on his status as a self-represented litigant.

[61] All litigants are required to pursue their claims in a timely and cost-effective way that promotes fair and just resolutions. Parties to litigation must refrain from filing applications or

taking proceedings that do not advance that purpose. Moreover, publicly funded court resources must be used effectively. These foundational principles apply whether a litigant is self-represented or represented by a lawyer: Rules 1.1(2) and 1.2; *Alston* at para 3.

[62] No principled reason is presented to deny ATB Financial the measure of costs specified in the terms of the security instrument. The record suggests that ATB Financial has been efficient in responding to these applications. The applicants shall pay costs on a solicitor and own client (full indemnity) basis, subject to and payable after assessment.

[63] The Court will prepare the Order. Rule 9.4(2)(c) is invoked.

Application heard on July 30, 2025

Memorandum filed at Edmonton, Alberta
this 26 day of August, 2025




_____ Feth J.A.

Appearances:

T.L.F. Gusa

K.P. Letwin

for the Respondent

Applicant M.D. Coe

Applicants 1719091 Alberta Ltd, Edgewood Products Inc
and Clearwater Radiator Inc (limited audience)

D. LeGeyt

for the Receiver, BDO Canada Limited

APPENDIX “C”

COURT OF APPEAL OF ALBERTA

Form AP-3
[Rule 14.53]

COURT OF APPEAL FILE NUMBER: 2503 - 0135AC

TRIAL COURT FILE NUMBER: 2203 12106

REGISTRY OFFICE: Edmonton

PLAINTIFF/APPLICANT: MICHAEL DAVID COE,
1719091 ALBERTA LTD.,
EDGEWOOD PRODUCTS
INC., CLEARWATER
RADIATOR INC.

STATUS ON APPEAL: Applicant

STATUS ON APPLICATION:

DEFENDANT/RESPONDENT: ATB FINANCIAL and BDO
CANADA LTD.

STATUS ON APPEAL: Respondents

STATUS ON APPLICATION:

DOCUMENT: **APPLICATION FOR PERMISSION TO APPEAL
(Rule 14.5(1)(a))
And ALTERNATIVE APPLICATION FOR REVIEW
OF A SINGLE – JUDGE DECISION (Rule 14.36)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT: Michael David Coe
Box9, Site1, RR3
Rocky Mountain House, Alberta
T4T 2A3
403-847-8370

and

CONTACT INFORMATION OF ALL OTHER PARTIES: ATB FINANCIAL and BDO CANADA LTD

ATB FINANCIAL Counsel;
Tom Gusa; tom.gusa@dentons.com
Kurtis Letwin; kurtis.letwin@dentons.com

BDO CANADA LTD., Counsel;
David LeGeyt; dlegeyt@bdplaw.com

NOTICE TO RESPONDENT(S): ATB FINANCIAL and BDO CANADA LTD.,

WARNING

If you do not come to Court on the date and time shown below either in person or by your lawyer, the Court may give the applicant what it wants in your absence. You will be bound by any order that the Court makes. If you intend to rely on other evidence or a memorandum in support of your position when the application is heard or considered, you must file and serve those documents in compliance with the Rules. (Rule 14.41 and 14.43)

NOTICE TO RESPONDENT(S):

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:

Time:

Where:

Before:

single judge of the court (Rule 14.37)
panel of the court (Rule 14.38)

Nature of Application and Relief Sought:

TO: The Honourable Chief Justice and the Justices of the Court of Appeal of Alberta

THE APPLICANTS APPLY for the relief set out below and rely on the grounds set out in the accompanying Memorandum of Argument and Affidavit.

RELIEF SOUGHT

1. An order granting permission to appeal the Reasons and Order of the single appeal judge (Justice Feth) dated August 26, 2025 (2025 ABCA 291) to a three-Justice panel of this Court.
2. In the alternative, an order pursuant to Rule 14.36 that the Decision of Justice Feth dated August 26, 2025 be reviewed by a panel of three Justices and set aside and remitted for rehearing.
3. An order striking or excluding from the appeal record any materials improperly placed on the record or relied upon by the single judge, including but not limited to:
 - a. BDO receiver reports and other unsworn materials that were not sworn or affirmed as affidavit evidence at the King's Bench hearings;
 - b. the sworn affidavit of the Receiver filed August 20, 2025, which was filed after the hearing and after the judge's oral deadline and was relied upon by the Decision without recorded leave to admit late evidence;
 - c. registry correspondence from the Court of King's Bench concerning publication-ban status that contains admitted error and contaminated the record.
4. An order staying any enforcement, sale or transfer of property effected under the Receivership pending determination of this Application and any subsequent appeal and, pending final determination, an order suspending the \$10,000 security/leave condition imposed by the July 30, 2024 Order (Nielsen J.) or otherwise varying that condition to permit this appeal to proceed.
5. Costs and such further relief as this Honourable Court deems just.

GROUND

6. The Decision of Justice Feth contains palpable and overriding errors of law and jurisdiction and multiple breaches of procedural fairness and natural justice, including but not limited to:
 - a. reliance on unsworn receiver reports and unsworn materials as if they constituted

admissible evidence contrary to Rule 13.18(3) and *Canada (Attorney General) v. Lameman*, 2008 SCC 14;

b. acceptance and reliance on a sworn affidavit of the Receiver filed on August 20, 2025 (weeks after the hearing and after an oral deadline), without a recorded judicial grant of leave to accept late evidence or to permit the Applicant to respond, contrary to Rule 14.15(3) and principles of procedural fairness;

c. failure to require proof of proper service and actual notice where service was effected by email only and the Applicant discovered notices in his junk email folder, contrary to Rule 11.21 and the jurisprudence requiring actual awareness in receivership matters (*Mountain View Farms Ltd. v. Stephens*, 2014 ABQB 724);

d. dismissal of probative documentary evidence (including Bloomberg securitization evidence) going to ATB's ownership/standing as "OPCA" without analysis or lower-court finding, amounting to denial of natural justice and improper stigmatization of legitimate jurisdictional arguments (*Cardinal v. Director of Kent Institution*, [1985] 2 S.C.R. 643; *Meads v. Meads*, 2012 ABQB 571);

e. affirmation of a \$10,000 security/leave condition that operates as a de facto denial of appellate access without statutory authority or the formal procedure for vexatious-litigant sanctions under the Judicature Act, RSA 2000, c J-2, ss. 23.1–23.3, and contrary to the principle that access to justice must not be rendered illusory (*Trial Lawyers Association of British Columbia v. British Columbia (Attorney General)*, 2014 SCC 59);

f. permitting registry or court-generated materials and the court's own knowledge to supplement the record and raise issues outside the four corners of the parties' submissions without notice or opportunity to respond (*R. v. Mian*, 2014 SCC 54);

g. misapplication of the balancing of prejudice test by finding speculative commercial prejudice to ATB and BDO decisive while ignoring actual, irreversible prejudice to the Applicant — loss of property, business and livelihood — thereby committing a palpable and overriding error.

MATERIAL TO BE RELIED UPON

7. Reasons for Decision of Justice Feth dated August 26, 2025.

8. Affidavit of Michael David Coe sworn September 12, 2025 and the exhibits thereto,

including:

- a. Receiver reports and records from the King's Bench proceedings;
 - b. Bloomberg and other documentary evidence indicating securitization/assignment of the loan alleged by ATB;
 - c. the sworn affidavit of Kevin Meyler filed August 20, 2025;
 - d. registry correspondence regarding publication-ban status and the Court of Appeal Registry's explanatory emails;
 - e. transcripts and notes of hearings at King's Bench and the Court of Appeal.
9. Alberta Rules of Court, relevant statutory provisions including the Judicature Act and Bills of Exchange Act, and authorities referenced in the accompanying Memorandum of Argument.

ADDRESS FOR SERVICE

10. Applicant: Michael David Coe (self-represented)

[Address for Service on File]

Box9, Site1, RR3

Rocky Mountain House, Alberta

T4T 2A3

Email: Mike@edgewoodproducts.ca

Tel: 403-847-8370

DATED at Clearwater County, Alberta, this ~~18~~¹⁷ day of September 2025.

Michael David Coe

Applicant / Self-Represented

APPENDIX “D”

In the Court of Appeal of Alberta

Citation: ATB Financial v 1719091 Alberta Ltd, 2025 ABCA 338

Date: 20251017
Docket: 2503-0135AC
Registry: Edmonton

Between:

ATB Financial

Respondent

- and -

**1719091 Alberta Ltd., Clearwater Radiator Inc., Edgewood Products Inc.,
and Michael David Coe**

Applicants

**Reasons for Decision
of the Honourable Justice Kevin Feth**

Application for Permission to Appeal Decision

**Reasons for Decision
of the Honourable Justice Kevin Feth**

Overview

[1] The applicants, Michael David Coe, 1719091 Alberta Ltd, Clearwater Radiator Inc, and Edgewood Products Inc, seek permission to appeal my decision denying them extensions of time to appeal an order restricting them from initiating steps in the lower court action and an order granting a receivership over 1719091 Alberta Ltd: *ATB Financial v 1719091 Alberta Ltd*, 2025 ABCA 291 (“Decision”).

[2] For the reasons below, the application is dismissed.

Background

[3] The procedural history of this matter is set out in the Decision and does not need to be recanvassed in detail. Briefly, Mr Coe owns 1719091 Alberta Ltd, Clearwater Radiator Inc, and Edgewood Products Inc. 1719091 Alberta Ltd borrowed money from ATB Financial, with the debt secured against industrial real property (“Industrial Property”). The debt was also guaranteed by Clearwater Radiator Ltd, Edgewood Products Inc, and Mr. Coe personally. 1719091 Alberta Ltd fell into arrears on its repayment and ATB Financial was granted a consent judgment against the applicants in the amount of \$1,464,241.94 plus interest. ATB Financial began the process to foreclose on and sell the Industrial Property.

[4] ATB Financial obtained a redemption order setting a deadline for the debt to be repaid, failing which the Industrial Property would be sold. The applicants purported to pay the debt through Organized Pseudolegal Commercial Argument (OPCA) strategies, being contrivances to avoid payment. ATB Financial did not accept those steps as legitimate methods of payment.

[5] Given the non-payment, the court below granted an order allowing the Industrial Property to be sold. The applicants were uncooperative with the process, leading to two applications by ATB Financial.

[6] The first was to have the applicants declared vexatious litigants and to impose court access restrictions on them. While the vexatious litigation application was unsuccessful, an order was granted prohibiting the applicants from commencing any application, action, or appeal in the Court of King’s Bench without leave from the Associate Chief or his designate (“Restricted Access Order”). The applicants must post \$10,000 with the Clerk of the Court as a cash security where leave is sought.

[7] The second was to appoint a receiver/manager over the assets of 1719091 Alberta Ltd, which was granted (“Receivership Order”).

[8] Mr Coe applied in the court below for an emergency injunction staying the Receivership Order and prohibiting its enforcement. The court declared the application a nullity because Mr Coe did not comply with the prerequisites to filing outlined in the Restricted Access Order. He also filed a further application in the court below for leave to “appeal” the Receivership Order. That application was also struck for failing to follow the prerequisites in the Restricted Access Order.

[9] The applicants then applied to this Court seeking: an extension of time to appeal the Restricted Access and Receivership Orders, permission to appeal the Orders, and a stay of enforcement of the Orders pending appeal. I dismissed the application for extensions of time because the applicants did not demonstrate special circumstances excusing or justifying their significant delay in commencing their appeals, the delay is likely prejudicial to finality and ATB Financial’s recovery of the debt, and the applicants have no reasonable chance of success on appeal.

[10] The decision to exercise my discretion by not allowing the extensions of time made any consideration of the requests for permission to appeal and a stay of the orders unnecessary.

Test for permission to appeal a decision of a single appeal judge

[11] This application for permission to appeal to a three-member panel from a decision of a single appeal judge comes before me pursuant to Rules 14.5(1)(a) and 14.5(2) of the *Alberta Rules of Court*, Alta Reg 124/2010. Permission must be obtained from the same judge who made the decision that is to be appealed: Rule 14.5(2).

[12] Permission to appeal a decision of a single judge of the Court of Appeal is granted only in rare instances. It is an “extraordinary exercise” of judicial authority, and the applicants must demonstrate “compelling reason to require the applicant and respondent to reargue and three judges of the Court of Appeal to decide an issue” (emphasis in original): *Ouellette et al v Law Society of Alberta*, 2021 ABCA 283 at paras 9, 14. Permission will not be granted where the applicants merely seek a rehearing of the same arguments that were previously rejected.

[13] The test for determining whether permission should be granted to appeal a single appeal judge’s decision was set out in *Al-Ghamdi v Alberta*, 2016 ABCA 403 at para 10 [*Al-Ghamdi*]. The burden is on the applicants to show that the order of the single judge being reviewed either:

- 1) raises a question of general importance that, on its own, is deserving of panel review;
- 2) rests on a reviewable and material issue of law that is worthy of panel review;
- 3) involves an unreasonable exercise of discretion that had a meaningful effect on the outcome of the decision, and the outcome is worthy of panel review; or

- 4) rests on a palpable and overriding error of important facts, which affects the order and makes it worthy of panel review.

[14] This is not an exhaustive list, and other factors may be considered such as whether conflicting decisions exist on the point, the standard of review to be applied, or “other good reasons” that would justify full panel review: *Alberta Health Services v Wang*, 2017 ABCA 261 at para 5 [*Alberta Health*]. Here, the application for permission to appeal must derive from the order denying the applicants’ extension of time applications, and not from a previous decision or order. Discretionary decisions, such as this one, are less likely to result in permission to appeal, particularly where “timing or logistics are the issue”: *Carbone v Whidden*, 2015 ABCA 177 at para 30; *Can v Alberta Securities Commission*, 2023 ABCA 47 at para 14.

Analysis

[15] The applicants’ submissions do not expressly address the factors outlined in *Al-Ghamdi* or *Alberta Health*. They briefly argue the merits of several proposed grounds for appeal but do not address the balance of the factors underlying my exercise of discretion in refusing their request for extensions of time, including their failure to demonstrate special circumstances excusing or justifying their significant delay in commencing their appeals and likely prejudice to ATB Financial. As the Decision involved an exercise of discretion, it would be owed deference on appeal.

[16] As for the merits of the proposed grounds of appeal, no argument is presented or evidence identified of a serious issue justifying additional review by a full panel of the Court of Appeal. The applicants largely reiterate the same arguments advanced in support of the initial application for extensions of time. My previous reasons are not fully repeated here.

Issue 1: Reliance on unsworn materials and late evidence

[17] The applicants’ primary new argument is that I relied on a report from the receiver for 1719091 Alberta Ltd that was unsworn and therefore inadmissible evidence. The receiver swore and filed an affidavit a few weeks after the previous application hearing attesting to the accuracy of the report’s contents. The applicants assert that I imposed a deadline for the receiver to provide the affidavit by the end of the hearing date, but he failed to comply. The applicants also complain that they were provided with no opportunity to respond to the report’s contents.

[18] The receiver provided an unsworn report to this Court and the parties in advance of the previous hearing before me. Such reports are routinely provided by receivers in the Court of King’s Bench, without being supported by an affidavit, because receivers are typically appointed as officers of the court and their information is generally considered reliable. Here, paragraph 33 of the Receivership Order stated: “unless otherwise ordered by this Court, the Receiver will report to

the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.”

[19] At the hearing, the applicants raised a technical objection that the report was not sworn evidence, and no order of this Court permitted the report to be received as evidence in an unsworn form. The objection was resolved through the receiver’s agreement to provide an affidavit in this Court attesting to the accuracy of the report’s contents. The applicants expressly confirmed that such an affidavit would fully address their concerns. No other objection was raised about the report. The applicants did not contest the contents or seek an adjournment to file further evidence. Contrary to the applicants’ current assertion, no filing deadline was imposed for the receiver’s affidavit. The affidavit was filed before the Decision was released.

[20] I find that the applicants suffered no prejudice. Reliance on the report was consistent with the applicants’ acknowledgments before me. Further, even now, they do not identify any inaccuracies in the report. No procedural or substantive unfairness arose. There is no reviewable and material issue of law, or question of general importance that is worthy of panel review.

Issue 2: Dismissal of securitization evidence as OPCA without analysis

[21] The applicants contend that documentary evidence was previously submitted showing that ATB Financial assigned, “securitized” or sold the loan. They argue that ATB no longer held the debt and therefore had no standing to seek remedies for the non-payment. The applicants object to this argument being characterized as an OPCA strategy.

[22] As noted in paragraph 53 of the Decision, similar arguments about loan securitization have been recognized repeatedly by the courts as OPCA strategies. The argument is frivolous. No basis is shown for rearguing the issue before a full panel of the Court of Appeal.

Issue 3: Defective email service and the requirement of actual notice

[23] The applicants argue service was not effective. They claim that they did not consent to email service and were not made aware of the legal action against them until the Orders were made.

[24] As noted in paragraph 51 of the Decision, a substitutional service order was granted, and the applicants were served in accordance with that order. The substitutional service order was not appealed. The applicants cannot use their proposed appeal as a collateral attack to challenge the validity of that order. No arguable issue arises about a reviewable and material error of law, a question of general importance, palpable and overriding error of important facts, an unreasonable exercise of discretion, or another good reason for a full panel to review this proposed ground.

Issue 4: OPCA, vexatious labels and the denial of procedural fairness

[25] The applicants object to their materials and some arguments being characterized as OPCA strategies, with past filings in the court below being described as an abuse of process. They argue that no finding was ever made that they are vexatious litigants. In their view, their legal arguments were stigmatized and not afforded due consideration.

[26] While the applicants were not declared vexatious litigants, their arguments were repeatedly found to be without merit and sometimes frivolous. The reasons supporting the Restricted Access Order found that Mr Coe engaged in “abusive litigation activities”, “OPCA money-for-nothing and debt elimination strategies”, “pseudolaw concepts and strategies”, and “problematic OPCA litigation”: *ATB Financial v 1719091 Alberta Ltd*, 2024 ABKB 461. However, a vexatious litigant finding was not made because Mr Coe’s conduct was limited to the underlying action. The reasons at paragraph 21 concluded: “While there is no question that Mr Coe has, as an active Defendant in this proceeding, engaged in pseudolaw concepts and strategies, he has done so in a comparatively narrow manner, especially when compared with other persons who have deployed these non-law concepts.”

[27] The conclusion that the applicants were not vexatious litigants did not immunize their arguments and strategies from an OPCA characterization. More fundamentally, the merits of their arguments were considered. They still have not identified an arguable issue warranting a review by a full panel of this Court.

Issue 5: Registry contamination and judicial supplementation of the record

[28] A publication ban was initially placed on the appeal file in error by the Registry but later removed. The applicants submit that the Decision relied on and referenced registry materials that were not part of the evidentiary record. The applicants do not identify any of the material but assert that it “contaminated the record.”

[29] The applicants do not explain how the (removed) publication ban resulted in any prejudicial material appearing within the file, nor do they identify the specific material. No particulars are provided for this argument. No arguable issue arises about a reviewable and material error of law, a question of general importance, palpable and overriding error of important facts, an unreasonable exercise of discretion, or another good reason for a full panel to review the proposed ground of appeal.

Issue 6: Misapplication of the balancing of prejudice test

[30] The applicants argue the Decision erred in finding that an extension would prejudice ATB Financial. The applicants assert there was a misapplication of the test, and that where fundamental rights are at issue, finality cannot take priority over fairness. Mr Coe in particular contends he has

shown irreversible prejudice because of the seizure and disposal of his property, the loss of his business and livelihood, and an inability to pay \$10,000 in security.

[31] The applicants are merely rearguing the issue that was already fully addressed in the Decision. In any event, finality was not treated as a determinative factor nor given undue weight in the exercise of my discretion. A review by a full panel is not warranted.

Issue 7: The \$10,000 security/leave condition is unlawful in application

[32] The applicants contend that the \$10,000 security requirement imposed as a prerequisite to filing applications, actions, and appeals in the court below is a financial barrier preventing them from accessing the courts and exercising their rights.

[33] This issue was fully explored in the Decision. The applicants are seeking to reargue the same points. Moreover, as noted in the Decision at paragraph 41, the applicants did not previously assert or provide any evidence that the \$10,000 security requirement created an insurmountable financial barrier to court access.

Issue 8: Canadian Charter of Rights and Freedoms and Alberta Bill of Rights considerations

[34] The applicants argue ATB Financial is a provincial institution that attracts *Charter* oversight, where it acts as an agent of the Crown. The applicants contend their *Charter* arguments were not adequately addressed in the Decision.

[35] This issue was canvassed in the Decision. The applicants are seeking to relitigate the same points, which have no arguable merit.

Conclusion

[36] The applicants' submissions do not demonstrate the interests of justice would be served by granting further review of this matter by a full panel of the Court of Appeal. They do not raise a question of general importance or an error of law warranting further review. There was no arguably unreasonable exercise of discretion, no misapprehension of the relevant facts, and no other reason provided that would warrant a further review by a panel of this Court.

[37] Permission to appeal is denied.

[38] The successful party is entitled to a costs award against the unsuccessful party, unless the court otherwise orders: Rule 14.88(1).

[39] As explained in the Decision, ATB Financial is entitled to the measure of costs specified by the security instrument. The written submissions responding to this application seeking permission to appeal again reflect that ATB Financial has been efficient. The applicants shall pay costs on a solicitor and own client (full indemnity) basis, subject to and payable after assessment.

[40] Rule 9.4(2)(c) is invoked. The Court will prepare the Order.

Written submissions filed on September 24 and October 14, 2025.

Memorandum filed at Edmonton, Alberta
this 17th day of October, 2025



A handwritten signature in black ink, appearing to read "Feth J.A.", written over a horizontal line.

Feth J.A.

Appearances:

T.L.F. Gusa

K.P. Letwin

for the Respondent

Applicant M.D. Coe

Applicants 1719091 Alberta Ltd, Edgewood Products Inc
and Clearwater Radiator Inc (limited audience)

D. Legeyt

for the Receiver, BDO Canada Limited (no submissions)

APPENDIX “E”

Meyler, Kevin

From: Mike Coe <mike@edgewoodproducts.ca>
Sent: December 5, 2024 12:49 PM
To: Meyler, Kevin; Ministry of Justice; premier@gov.ab.ca; arif.virani@parl.gc.ca; Rimbey.RockyMountainhouse.Sundre@assembly.ab.ca
Cc: dlegeyt@bdplaw.com; Fritsche, Lorry
Subject: [EXT] Re: Verification and Acknowledgement ,and Notice
Attachments: Fee Schedule .pdf

Jesus Christ is my Saviour
Jesus Christ is my Saviour
Jesus Christ is my Saviour

On Nov 30, 2024, at 5:08 PM, Mike Coe <mike@edgewoodproducts.ca> wrote:

NOTICE

Notice to Agent(s) is Notice to Principal(s)
Notice to Principal(s) is Notice to Agent(s)

Without Prejudice , Without Recourse, All Rights Reserved

What is Lawful is Not Legal
What is Legal is Not Lawful

Thank you for verifying you have received Private lease ;and fee schedule; Lawful amounts that are due will be issued upon and Demand for Payment will be upon receipt. Everything stated in Private Lease ;and fee schedule ; will be lawfully claimed honourably and rightfully. Everything in Private Lease ;and fee schedule ; is lawfully active and claimable and fully liable for within but Not limited to; Fyi, I decided to go for dinner approximately 6:45 PM last night as I was starving and it was a long day. I was Not available at my private property. If you need to talk you can call my private number. All calls on my private number, but not limited to, are private and confidential ,and Not to be used in any way, shape, or form or otherwise without my written authorization; or subject to A trespassing fee ; I do Not consent nor authorize nor contract in any way , shape , form or otherwise without written authorization. I withdraw any and All previous consent or authorization that I may or have given knowingly or unknowingly by me ;

Any and All attempts or actions from this point in time forward ; but Not limited to; from Agent(s) Principle(s) Or otherwise ; that bring upon me ; to ; stop; harass; question; harm; hold; kidnap; armed kidnap; interfere ; impersonate on my name ;or otherwise ; but Not limited to ; without Lawful rights to ; or written authorization from Michael- david a sentient living man of the Coe family ; Honourably ,clear , And transparent, Lawful evidence and rights provided to upon prior or is subject to

; A \$ 250,000.00 thousand dollar fee ; per Agent ; per

Principal ; or otherwise ; in Canadian dollar's ; per attempt or action brought upon me ; and \$ 10.00 per second per Agent or Principal or otherwise for my time thereafter; and immediately payable plus interest but not limited to ; and fully liable for Harm and Damages brought forth but Not limited to ; This is in No way by me a threat; or harm ; nor to be taken as one ; being directed to ;or brought upon ; or otherwise assumed or presumed to be as one; by anyone or anybody hereafter in Any capacity:
Including;
In Addition to ;

As Promised; For Service Upon

Notice to agent(s) is Notice to Principal(s)
Notice to Principal(s) is Notice to agent(s)

Without Prejudice, Without Recourse, All Rights Reserved.

What is lawful is Not legal
What is legal is Not lawful

Details of
Private Lease; Dated July 4th , 2019, it
states the following;

2A) 1719091 Alberta LTD , only holds legal title and rights to the steel frame structure of the building, nothing inside the frame structure nor nothing outside the frame structure , ie All finishing inside or on outside of the building is Not included in the steel structure.

2)B. This Private lease supersedes All other Orders , Actions , claims , proceedings or otherwise or subject to a 5 million dollar fee if trespassed upon and Not honoured lawfully in Canadian Dollars due upon Demand but Not limited to and fully enforceable by Law and payable to Michael-david a sentient living man of the Coe family.

3)A all external and internal door passages , locks , doors , windows , gates (walk or drive through) or otherwise, located @ 9 Gateway Drive , Rocky Mountain House , Alberta including the Lands are the sole owner of Michael-david a sentient living man of the Coe family, It also states Michael-

David a sentient living man of the Coe family is the only lawful Authorized Authority to grant access to 9 Gateway Drive , Rocky Mountain House , Alberta. All Unauthorized access or entry that has Not been Authorized in writing will be subject to a fee schedule of \$ 100,000.00 Canadian dollars for first trespass and \$ 10.00 Canadian dollars for every second. Any of these accesses that have been trespassed upon and or occupied,

will be liable and prosecuted for trespassing and or break and enter but not limited to and fully enforceable by Law.

3)C. All property, items , plants , inventory or Anything with value electronic or otherwise inside or outside including the land but not limited to , are the sole owner of Michael-David a sentient living man of the Coe family with All rights reserved until all amounts owing are paid in full to Michael- David a sentient living man of the Coe family and signed by Michael-David a sentient living man of the Coe family as the sole Authority. Any property , items , plants , inventory or anything with value electronic or otherwise removed from 9 Gateway Drive , Rocky Mountain House , Alberta without Authorization from Michael-David a sentient living man of the Coe family will be considered theft and are liable for All costs and amounts that will be valued by Michael-David a sentient living man of the Coe family and immediately due to Michael- David a sentient living man of the Coe family plus Harm and Damages upon Demand in Canadian Dollars but Not limited to.

3)F Any agent(s) or Corporation(s) or otherwise, that trespasses or attempts to trespass or otherwise on this Private lease without Authorization by Michael-David a sentient living man of the Coe family will be subject to a \$ 1 million dollar fee \$1,000,000.00 per trespass payable in Canadian Dollars upon Demand but Not limited to and fully enforceable by Law upon receiving Notice.

On Nov 28, 2024, at 4:20 PM, Meyler, Kevin <kmeyler@bdo.ca> wrote:

Mike,

I understand that you are still onsite and that representatives of the Receiver have knocked in an attempt to reach you without acknowledgement.

As you are aware, we had originally agreed to provide temporary access to remove your personal belongings of your staff which was indicated included medication, which we understand has been completed. We also provided you with access to remove certain of your personal belongings, leave and return for what we understood was to

be a second retrieval of personal belongings. As Lorry indicated below, representatives of the Receiver agreed to be onsite until 2:30.

It is now after 4 pm and I understand that you are in an office upstairs and not responding to representatives of the Receiver attempts to contact you as continuing occupancy is not authorized by the Receiver. We require that you vacate the premises by 4:30 pm or we will be forced to consider contacting the RCMP for assistance.

We are in receipt of your emails of 3:49 and 3:41, have forwarded them to the Receiver's independent legal counsel for their review.

Regards,

BDO Canada Limited

Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services

BDO Canada Limited

Direct: 403 536-8526

kmeyler@bdo.ca

110, 5800 - 2nd Street SW

Calgary, AB T2H 0H2

Canada

Tel: 403 777-9999

Fax: 403 640-0591

www.bdo.ca

 Before you print think about the environment / Avant d'imprimer, pensez à l'environnement

From: Fritsche, Lorry

Sent: November 28, 2024 2:03 PM

To: Meyler, Kevin <kmeyler@bdo.ca>; Mike Coe <mike@edgewoodproducts.ca>

Cc: dlegeyt@bdplaw.com

Subject: Re: Access today - Retrieval of staff personal belongings

Hello Mike,

Further to your initial site visit today at approximately 11:00 am, we discussed that you would be back within 30-45 minutes which would have been about 1 pm.

It is now 2 pm but we will remain on site until 2:30 to hopefully catch you. If you are not here at that time, we will need to reschedule another time for you to pick up your personal items.

Best regards,

Lorry Fritsche

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From: Meyler, Kevin <kmeyler@bdo.ca>
Sent: Thursday, November 28, 2024 10:17:12 AM
To: Mike Coe <mike@edgewoodproducts.ca>
Cc: dlegeyt@bdplaw.com <dlegeyt@bdplaw.com>; Fritsche, Lorry <lfritsche@bdo.ca>
Subject: Access today - Retrieval of staff personal belongings

Mike,

Access today at 11 is being provided for the sole purpose of allowing your staff to retrieve personal items such as medication based on your request. As we advised, and based on your request, we will provide access to 2 staff at a time for such purpose, but would anticipate that total receiver attendance at the premises would not exceed 1 hour.

With respect to the provision of the lease, we had previously requested the books and records of 1719091 Alberta Ltd. ("171 AB") be provide to the Receiver, as required pursuant to Paragraphs 10 and 11 of the Receivership Order. During the period of your various attendances at the facility, you indicated that you were unable to access the lease at the premises as you required the assistance of your bookkeeper who was scheduled to return on, or around, November 9, 2024. With respect to your enquiry on a listing of assets of 171 AB as per your request below, would be included in this request for the books and records, although we note your subsequent email stating that 171 AB does not own or have any rights to any property, items or otherwise located inside the building or outside the building.

Accordingly, notwithstanding the obligation to provide the books and records to the Receiver, the purpose of today's attendance is to solely related to your staff being permitted to remove personal belongings and other than this sole exception, the terms of our counsel's correspondence dated November 13, 2024 (re-attached herein) concerning the fact that the Receiver will no longer allow access to the premises remains intact.

Regards,

BDO Canada Limited
Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity.

Per:

Kevin Meyler
Senior Vice President – National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

110, 5800 – 2nd Street SW
Calgary, AB T2H 0H2
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

¶ Before you print think about the environment/Avant d'imprimer, pensez à l'environnement

-----Original Message-----

From: Meyler, Kevin
Sent: November 27, 2024 11:20 AM
To: 'Mike Coe' <mike@edgewoodproducts.ca>
Subject: RE: [EXT]

Tomorrow at 11 works, we'll allow two individuals access to the premises at a time to retrieve their personal items based on your request.

We were referring to the fact that the items that we understand they will be retrieving will be easily identifiable as belonging to the individual staff members (such as personal family photos, cell phone, prescription medication, etc.) versus the item being a potential asset of 1719091 Alberta Ltd. given that we still do not have the books and records.

Thanks,

-----Original Message-----

From: Mike Coe
Sent: November 27, 2024 10:43 AM
To: Meyler, Kevin <kmeyler@bdo.ca>
Subject: Re: [EXT]

Tomorrow @11 am works for All , the previous Authorized entry list provided will be the Authorized list for access.

I do not understand photos of personal private property to identify?

We can discuss on site .

> On Nov 27, 2024, at 9:33 AM, Meyler, Kevin <kmeyler@bdo.ca> wrote:
>
> Mike,
>
> We can work to provide access to the staff at 1 this afternoon if that works. Please advise which employees will be in attendance.
>
> We will require a high level listing of the personal belongs. To the extent the items being claimed are very clearly personal belongings (i.e. identifiable prescription

medication, photos, etc.) we do not anticipate an issue, but to the extent that it is not clearly identifiable as personal belongings, we reserve the right to review for a claim of ownership prior to releasing items.

>

> Please confirm if 1 works for their attendance as the Receiver will not have representatives on site all day.

>

> Thanks, Kevin.

>

> -----Original Message-----

> From: Mike Coe

> Sent: November 27, 2024 8:13 AM

> To: Meyler, Kevin <kmeyler@bdo.ca>

> Subject: [EXT]

>

> Kevin , My staff has personal belongings they want to pick up at the facility. What time can they access and pick up their belongings?

>

> Also their is medication that is required.

>

> _____

>

> The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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Fee Schedule

Of

Michael-david:
a sentient living Man of the Coe family
C/o Non-domestic post location
Near Box 9, Site 1, RR3
Rocky Mountain House, Alberta
Postal Code Exempt
Non-negotiable
All inherent unalienable rights reserved
Non-assumpsit, without prejudice or
recourse
Herein Claimant/Demandant

*Notice to Principal is Notice to Agent
Notice to Agent is Notice to Principal*

Trespass upon this Fee Schedule by any third Party Title of Nobility constitutes a Tort.

Per occurrence of any of the following acts/events, or attempt thereat, as described below: The amount of One Hundred Thousand Dollars Canadian Currency of Account; Plus:

For each second of Demandant's Private Property time which is directly or indirectly consumed by any of the following described acts/events, or attempts thereat against the Demandant, a Man and/or his private property; Ten Dollar (\$10.00) lawful Canadian currency of account:

- Attempts to regulate, control or impede the disposition of Demandant's private property – **His Time**, in any manner;
- Attempting to or Communicating any unsupported false claim against Demandant with the intention of forcing compliance with private for profit fictional Corporation, private corporate Court's or Judges' Orders, Rules, Policy, and/or regulations by way of threats, duress and coercion;
- Communicating false and/or misleading claims, purported to be made by any Director, Manager, agent or employee of the private for profit fictional corporation government, including but not limited to ATB FINANCIAL which are not supported by oath or affirmation under penalty of perjury and full personal unlimited liability from an injured man/woman, against the Demandant:
- Communicating, to anyone, or any entity, false and misleading claims, which are unsupported by oath or affirmation under penalty of perjury and full personal unlimited liability from an injured man/woman either via letter, telephone, fax, news media, Credit Reporting Agencies, or other communication means or devices against the Demandant:
- Aiding, abetting, supporting, condoning and/or assisting in communicating false and misleading claims as described herein, to anyone, any entity, or media, against the Demandant:
- Filing or recording claims with any private for profit fictional corporation, or court unsupported by original documents bearing original wet ink autographs of contracting parties, attested under oath or affirmation under penalty of perjury and full personal unlimited liability from an injured man/woman regarding the

Demandant;

- Prosecuting or attempting to prosecute Demandant or his family members in a fictional corporate statutory court through summons, subpoena, orders, warrant or other hindrances, thereby interfering with the normal use, control and operation of the Demandant's private property or private business or attempts thereat:
- Sending or communicating of false, fraudulent, or misleading and unsupported documents via CANADA POST, E-mail, Telephone, Fax or by any other means directed to the Demandant or any communications media outlet:
- Directing or attempting to Communicate with the Demandant with the intention of forcing compliance with private for profit fictional corporate Rules, Policy, and/or Regulations by way of threats, intimidation, duress and coercion;
- Collecting or attempting to collect fines, fees, costs, alleged debts and/or any assessments against Demandant or his private property on behalf of a private for profit corporation, including but not limited to private for profit courts which are not supported by an affidavit made by a man/woman claiming to be an injured party, or creditor, sworn/affirmed before a Notary Public, under penalty of perjury, and full personal unlimited liability as true, correct, certain, complete and not made or meant to be misleading;
- Trespassing upon Demandant's private or business property under duress, threats or coercion Viet armis
- This Fee Schedule shall become immediately due and payable upon the first occurrence of any above mentioned events/acts as herein described when attempted against the Demandant or a member of her family.
- This Fee Schedule shall become immediately due and payable upon the first occurrence of any above mentioned events/acts as herein described when attempted against the Demandant or a member of her family.

The Demandant's Private Property/home/land location is: located upon the land Near Rocky Mountain House, Alberta, and country commonly known as Canada

Done and dated this Fifth Day of the Tenth Month in the Year of Yahshua the Christ A.D. Two-Thousand-Twenty-Four. At near Rocky Mountain House, Alberta, Canada

Autograph of the sentient living Man:

Michael-david

Michael-david

A.R. For: Michael David Coe

Affirmed before me at the Village of Caroline,
Province of Alberta on this 8th day of November, 2024.



G. Grieve

Geri M. Grieve. Cert # 02928
Notary Public Appointment
Expires December 31, 2024AD

[Signature]

A.R. For Signature Only

APPENDIX “F”

Meyler, Kevin

From: Michael Coe <mike@edgewoodproducts.ca>
Sent: December 13, 2025 2:10 PM
To: Tom Gusa
Cc: Kurtis Letwin; David LeGeyt; Meyler, Kevin
Subject: [EXT] Notice

NOTICE Good day, Tom Gusa, Kutis Letwin, David LeGeyt, Kevin Meyler;

It has come to my attention the shop property is listed for sale in the local paper. I have formally agreed to the offer put forth December 1, 2025 to pay all liabilities in full plus costs to ATB Financial and the receiver. I have kindly asked for the formal detailed presentments on December 5, 2025, and again on December 9, 2025 to be able to issue payments in full. It is December 13, 2025 and I still have not received anything from ATB or the receiver. We have an agreement, and ATB and the receiver need to honourably issue their presentments within 5 days. Any sale of property, or not issuing presentments within the 5 days deadline from time email is received will be noted in dishonour on the non performing parties for breach of agreement and breach of trust.

Presentments can be sent to this email

I have come in peace to settle all matters, and offer forgiveness, and expect the same fairness from ATB and the receiver

Regards
Without Prejudice, Michael David Coe

> On Dec 9, 2025, at 8:53 AM, Michael Coe <mike@edgewoodproducts.ca> wrote:

>

> Hi ,

>

> I have agreed to your offers sent December 1, 2025 to pay ATB loans in full with interest and costs, and agreed to pay the receiver its fees and costs in full.

> Kindly forward each presentment for each party for settlement.

>

> Please provide a timeline when I can expect each presentment so I can provide full payment.

>

> Regards

> Without Prejudice Michael David Coe

>

>> On Dec 5, 2025, at 12:06 PM, Michael Coe <mike@edgewoodproducts.ca> wrote:

>>

>> Hello ,

>> Kindly send Full outstanding liability of the ATB loans for payment, and Full outstanding fees and disbursements of the receiver for payment. Please send in a official document.

>>

>> Regards

>> Without prejudice Michael David Coe

>>

>>>> On Dec 1, 2025, at 1:55 PM, Gusa, Tom <tom.gusa@dentons.com> wrote:

>>>

>>> Hi Mike,

>>>
>>> ATB is not prepared to consider a settlement in this matter, and will not engage in any discussions in that regard.
>>>
>>> It remains available to you to repay the ATB loans in full, inclusive of interest and costs, but subject to you also working with the receiver to have its fees and disbursements also paid in full.
>>>
>>> Regards,
>>>
>>> Tom Gusa
>>> Partner
>>>
>>> D +1 780 423 7219
>>>
>>> Dentons Canada LLP | Edmonton
>>>
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>>> -----Original Message-----
>>> From: Michael Coe <mike@edgewoodproducts.ca>
>>> Sent: Tuesday, November 25, 2025 12:05 PM
>>> To: Gusa, Tom <tom.gusa@dentons.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>; David LeGeyt <dlegeyt@bdplaw.com>; Kevin Meyler <kmeyler@bdo.ca>
>>> Subject: Notice of a Equitable Solution
>>>
>>> [WARNING: EXTERNAL SENDER]
>>>
>>>
>>> Good day,
>>> I have an equitable solution for all parties that should satisfy all parties, and ensure no prejudice to anyone individually or corporate from previous proceedings.
>>>
>>> I honourably and respectfully request a private call to discuss. He who seeks equity must bring equity. This would end a multiplicity of suits, and any foregoing liability saving the Honourable Court time and resources. I ensure fairness and looking forward to a possible settlement to satisfy everyone.
>>>
>>>
>>> Your immediate attention is required.
>>>
>>> Respectfully
>>> Michael David Coe
>>> 403- 847-8370
>>>

APPENDIX “G”

Meyler, Kevin

From: Gusa, Tom <tom.gusa@dentons.com>
Sent: December 17, 2025 4:44 PM
To: Michael Coe
Cc: David LeGeyt; Meyler, Kevin; Letwin, Kurtis
Subject: [EXT] ATB Financial // 1719091 Alberta Ltd. - Receivership

Mike,

Further to your request, below is an updated statement of the balances owed only to ATB as of December 12, 2025:

1719091 Alberta Ltd - December 12, 2025			
Loan : 872-40324629900		Term Loan	
Principal	\$1,352,801.99		\$1,809,069.88
Interest	\$456,267.89		\$268,274.08
Total	\$1,809,069.88		\$273,460.00
Per Diem	\$265.00		\$2,350,803.96
			\$314.97
Loan : 872-41539683200		Cost Account	
Principal	\$244,803.67		
Interest	\$23,470.41		
Total	\$268,274.08		
Per Diem	\$49.97		
O/S Invoice	\$3,460.00		
BDO Receivership	\$270,000.00		
Total	\$273,460.00		

Not included in the amounts above, ATB has unpaid legal fees, which currently total \$2,478.50, which would need to be included at the time of funding together with accruing interest (the "**ATB Loan Balance**"). In addition to the ATB Loan Balance, I estimate that ATB would incur \$15,000 in further legal fees to wind up the receivership, discussed in more detail below (the "**ATB Closing Fees**"). I confirm that the ATB Closing Fees are only an estimate at this time.

In addition to the ATB Indebtedness and the ATB Closing Fees, the amounts owed to the Receiver must be paid, which are presently estimated to be \$477,394 including a provision for costs to be incurred prior to discharge, and this estimate is based on the condition that the receivership would be wound up by February 28, 2026 (the "**Receivership Costs**"). I confirm the Receivership Costs are only an estimate at this time.

There are a number of complexities in winding up a receivership, and it takes some time and can only be accomplished with court approval. In any event, whatever the Receivership Costs and the ATB Closing Fees amount to, if and when the receivership is concluded, would need to be paid.

I confirm that upon receipt of certified funds in the amount of \$2,845,676.46 (being the total of \$2,350,803.96 + \$2,478.50 + \$15,000 + \$477,394 = \$2,845,676.46), plus applicable per diem interest, into our trust account, the Receiver will take steps to seek its discharge from the Court. I also confirm that until these certified funds are received in our trust account the Receiver will continue to liquidate the debtor's property and will continue with other receivership activities. I can provide our trust account details upon request.

Please let me know if you have any questions.

Regards,

Tom Gusa

Partner

 +1 780 423 7219

tom.gusa@dentons.com | [Bio](#) | [Website](#)

Dentons Canada LLP | 2500 Stantec Tower, 10220 - 103 Avenue NW, Edmonton, AB, T5J 0K4, Canada



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APPENDIX “H”

Meyler, Kevin

From: Gusa, Tom <tom.gusa@dentons.com>
Sent: December 19, 2025 10:07 AM
To: Michael Coe
Cc: Meyler, Kevin; David LeGeyt; Letwin, Kurtis
Subject: RE: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership
Attachments: Payout Letter - 1719091 Alberta Ltd - Dec 19, 2025.pdf

Hi Mike,

I have obtained the attached from ATB. The effective date of the balances in the attached are as of today, which slightly revises the earlier balances we provided to you. The adjusted terms would be as follows:

Not included in the amounts in the attached, ATB has unpaid legal fees, which currently total \$5,938.50, which would need to be included at the time of funding together with accruing interest (the “**ATB Loan Balance**”). In addition to the ATB Loan Balance, I estimate that ATB would incur \$15,000 in further legal fees to wind up the receivership, discussed in more detail below (the “**ATB Closing Fees**”). I confirm that the ATB Closing Fees are only an estimate at this time.

In addition to the ATB Indebtedness and the ATB Closing Fees, the amounts owed to the Receiver must be paid, which are presently estimated to be \$477,394 including a provision for costs to be incurred prior to discharge, and this estimate is based on the condition that the receivership would be wound up by February 28, 2026 (the “**Receivership Costs**”). I confirm the Receivership Costs are only an estimate at this time.

There are a number of complexities in winding up a receivership, and it takes some time and can only be accomplished with court approval. In any event, whatever the Receivership Costs and the ATB Closing Fees amount to, if and when the receivership is concluded, would need to be paid.

I confirm that upon receipt of certified funds in the amount of \$2,847,881.24 (being the total of \$2,349,548.74 + \$5,938.50 + \$15,000 + \$477,394 = \$2,847,881.24), plus applicable per diem interest, into our trust account, the Receiver will take steps to seek its discharge from the Court. I also confirm that until these certified funds are received in our trust account the Receiver will continue to liquidate the debtor's property and will continue with other receivership activities. I can provide our trust account details upon request.

Regards,

Tom Gusa

Partner

 +1 780 423 7219

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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Thursday, December 18, 2025 4:46 PM
To: Gusa, Tom <tom.gusa@dentons.com>
Cc: Kevin Meyler <kmeyler@bdo.ca>; David LeGeyt <dlegeyt@bdplaw.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello, Kindly send a bill or a “Draft” that reflects final requested payment to settle in Full to discharge “All” debts.

A screenshot is not a lawful presentment, Would ATB honour a screenshot for payment?

Kindly send a lawful presentment with all required information and details for Final Payment to Settle in Full,

Lets be realistic, No one would settle a debt of over \$2 million on a screenshot value, therefore provide an official presentment and I will provide Final Payment,

Regards

Without Prejudice, Michael David Coe

On Dec 18, 2025, at 3:23 PM, Gusa, Tom <tom.gusa@dentons.com> wrote:

Mike,

The contents of your email below are not clear to me, I do not understand what you are saying.

To reiterate for the last time - we will need you to wire \$2,845,676.46 plus applicable per diem interest to our trust account. If you would like our account details, please let me know. Once we receive these funds, it will trigger the conditions set out in my email of yesterday at 4:43pm.

Regards,

Tom Gusa

Partner

 +1 780 423 7219

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From: Michael Coe <mike@edgewoodproducts.ca>

Sent: Thursday, December 18, 2025 3:00 PM

To: Kevin Meyler <kmeyler@bdo.ca>

Cc: Gusa, Tom <tom.gusa@dentons.com>; David LeGeyt <dlegeyt@bdplaw.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>

Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello , Mr Gusa, Mr Letwin, Mr LeGeyt , Mr Meyler;

To be clear, I “Agree” to the amounts provided, \$2,845,676.46

Kindly provide a “Draft” for the Full Outstanding Amounts Owing, to provide Full Payment to Settle All Accounts as I have “Agreed” to Settle in Full and close “All” Accounts, This will be a Final Payment to Settle in Full, kindly ensure the “ Draft” reflects Final Amount as there will not be a 2nd payment provided and Agreed to by “All” parties that it will be “Final Payment “ and discharge all debts,

I will provide 48 hrs extension to the Deadline of December 18,2025 3pm to ensure fairness,

Regards

Without Prejudice, Michael David Coe

On Dec 18, 2025, at 12:44 PM, Michael Coe <mike@edgewoodproducts.ca> wrote:

Mr Meyler ,

kindly provide the official presentment on letterhead to settle “All” outstanding amounts of the receiver as stated in the Notice,
Mr Gusa , kindly provide official presentment on letterhead as stated in the Notice to settle “All” outstanding amounts.

If you cannot preform and issue an official presentment as stated in Notice , that would indicate there is No official amounts outstanding?

Official presentments must be received before 3pm today to remain in honour for “All” parties or will be noted in dishonour as the Notice clearly states,

I come in peace ,and are requesting a standard accounting procedure, nothing difficult to preform, or out of the ordinary to settle an account in Full,

I trust “All” parties will remain in honour and submit official presentments before the deadline of 3pm

Regards

Without Prejudice, Michael David Coe

On Dec 18, 2025, at 11:48 AM, Meyler, Kevin
<kmeyler@bdo.ca> wrote:

Mike,

For clarity, Mr. Gusa's correspondence of December 17, 2025 sent at approximately 4:44 pm (re-enclosed herein for your convenience) incorporates the Receiver's response concerning the Receivership Costs (as defined in such correspondence).

Regards,

BDO Canada Limited


Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity.

Per:

Kevin Meyler

Senior Vice President - National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

 Before you print think about the environment / Avant d'imprimer,
pensez à l'environnement

From: Michael Coe

Sent: December 18, 2025 10:54 AM

To: Tom Gusa <tom.gusa@dentons.com>

Cc: David LeGeyt <dlegeyt@bdplaw.com>; Meyler, Kevin
<kmeyler@bdo.ca>; Kurtis Letwin <kurtis.letwin@dentons.com>

Subject: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

Hello , is this normal accounting procedure?

Why would the reciver (BDO Canada Limited) and ATB
Financial or their representatives not provide an official
presentment?

Is a screenshot a lawful presentment?

I have "Agreed" to your offer put forth on December 1, 2025 and have requested several times for an official presentment. It is December 18, 2025 and I have not received any official presentments, furthermore the receiver and counsel for the receiver have not responded at all. I am trying to Settle in Full of "All" outstanding amounts as I Agreed" Again Notice was issued to provide specific performance by the deadline of December 18, 2025 @ 3pm, Failure to provide the specific performance would be noted in dishonour as clearly outlined in the Notice sent December 13 , 2025. Again kindly provide an official presentment as stated in the Notice to settle all outstanding accounts in Full,

I come in peace , and I trust "All" parties will preform accordingly to remain in honour and present an official presentment for Payment in Full

This is a standard accounting requirement, no bank would pay any amount off a screenshot, but you expect me to provide full settlement off a screenshot?

Again , if official presentments are not provided by the deadline I will use the listing price of \$1.35million to settle " All " accounts and issue Notice of Dishonour to "All" non preforming parties

I am not here to argue, I am here to settle " All" outstanding amounts in Full as Agreed upon

Regards
Without Prejudice, Michael David Coe

On Dec 18, 2025, at 9:12 AM, Gusa, Tom
<tom.gusa@dentons.com> wrote:

Mike,

My correspondence to you of yesterday evening with the screenshot and balances is all you are going to receive in response to your request, and the contents and terms of that correspondence remain notwithstanding your position below.

Regards,

Tom Gusa
Partner

+1 780 423 7219

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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Thursday, December 18, 2025 8:48 AM
To: Gusa, Tom <tom.gusa@dentons.com>
Cc: David LeGeyt <dlegeyt@bdplaw.com>; Kevin Meyler <kmeyler@bdo.ca>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello, Mr Gusa, Mr Letwin, Mr LeGeyt, Mr Meyler;

I am not here to bring controversy or to argue,

The Notice has been issued to all parties, with a deadline of Today @ 3pm for specific performance,

I am not sure of anyone that would settle such a large amount off a screenshot total ?

Kindly provide full outstanding amounts including all costs, interest and anything outstanding on a official presentment (Letterhead) of each party with the outstanding balance so they can be settled in Full,

Respectively, if specified performance is incomplete by the deadline "All" parties that have not preformed with official presentments will be noted in dishonour including the corporation's they represent,

Kindly forward the presentments before the deadline of today @ 3pm to remain in honour, as this will be a one time payment to each party with outstanding balances to settle in Full and close the accounts,

Regards
Without Prejudice, Michael David Coe

On Dec 18, 2025, at 7:58 AM,
Gusa, Tom
<tom.gusa@dentons.com> wrote:

Mike,

Respectfully, it doesn't work that way in these situations. You have the outstanding balances, you have the per diem interest, you have the terms that must be met to move forward with the discharge of the receiver, and the conditions on which that would proceed. The ball is in your court at this point.

Regards,

Tom Gusa
Partner

 +1 780 423 7219

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From: Michael Coe
<mike@edgewoodproducts.ca>
Sent: Wednesday, December 17, 2025
6:21 PM
To: Gusa, Tom
<tom.gusa@dentons.com>
Cc: David LeGeyt

<dlegeyt@bdplaw.com>; Kevin Meyler
<kmeyler@bdo.ca>; Letwin, Kurtis
<kurtis.letwin@dentons.com>
Subject: Re: ATB Financial // 1719091
Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello , Mr Gusa, Mr Letwin, Mr
LeGyt, Mr Meyler;

To complete performance and to
settle all liability of Michael Coe,
1719091 ALBERTA Ltd.,
EDGEWOOD PRODUCTS Inc., and
CLERWATER RADIATOR Inc., to ;
ATB , the receiver, and “All” legal
costs or otherwise, “All” “Must”
be included for a full settlement
by the deadline in the Notice sent
December 13, 2025 @ 2:10pm,

Kindly provide total costs for full
settlement on letterhead to whom
the payments will be sent to,
Letter for Full Settlement ,and
can be sent to this email as
stated,

Screenshots and descriptions will
not be sufficient as it needs to be
a final detailed amount for Full
Settlement with no speculations
as it will be Final Payment in Full,

The deadline provided is
December 18, 2025 @ 3pm, “All”
non performing parties will ne
noted in dishonour if performance
is incomplete,

I trust all parties will stay in
honour, and preform accordingly
as I come in peace

Regards
 Without Prejudice, Michael David
 Coe

On Dec 17, 2025, at
 4:43 PM, Gusa, Tom
 <tom.gusa@dentons.com> wrote:

Mike,

Further to your request,
 below is an updated
 statement of the
 balances owed only to
 ATB as of December
 12, 2025:

1719091 Alberta Ltd - December 12, 2025			
Loan : 872-40324629900		Term Loan	Total
Principal	\$1,352,801.99		\$1,809,069.88
Interest	\$456,267.89		\$268,274.08
Total	\$1,809,069.88		\$273,460.00
Per Diem	\$265.00		\$2,350,803.96
Loan : 872-41539683200			Cost Account
Principal	\$244,803.67		
Interest	\$23,470.41		
Total	\$268,274.08		
Per Diem	\$49.97		
O/S Invoice	\$3,460.00		
BDO Receivership	\$270,000.00		
Total	\$273,460.00		

Not included in the
 amounts above, ATB

has unpaid legal fees, which currently total \$2,478.50, which would need to be included at the time of funding together with accruing interest (the “**ATB Loan Balance**”). In addition to the ATB Loan Balance, I estimate that ATB would incur \$15,000 in further legal fees to wind up the receivership, discussed in more detail below (the “**ATB Closing Fees**”). I confirm that the ATB Closing Fees are only an estimate at this time.

In addition to the ATB Indebtedness and the ATB Closing Fees, the amounts owed to the Receiver must be paid, which are presently estimated to be \$477,394 including a provision for costs to be incurred prior to discharge, and this estimate is based on the condition that the receivership would be wound up by February 28, 2026 (the “**Receivership Costs**”). I confirm the Receivership Costs are only an estimate at this time.

There are a number of complexities in winding up a receivership, and it takes some time and can only be accomplished with court approval. In any event, whatever the Receivership Costs and the ATB Closing Fees amount to, if and when the receivership is concluded, would need to be paid.

I confirm that upon receipt of certified funds in the amount of

\$2,845,676.46 (being the total of \$2,350,803.96 + \$2,478.50 + \$15,000 + \$477,394 = \$2,845,676.46), plus applicable per diem interest, into our trust account, the Receiver will take steps to seek its discharge from the Court. I also confirm that until these certified funds are received in our trust account the Receiver will continue to liquidate the debtor's property and will continue with other receivership activities. I can provide our trust account details upon request.

Please let me know if you have any questions.

Regards,

Tom Gusa
Partner

 +1 780 423 7219

tom.gusa@dentons.com | [Bio](#) | [Website](#)

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December 19, 2025

1719091 Alberta Ltd. and Michael Coe.
RR 3 STN Main
Rocky Mountain House, AB T4T 2A3

VIA EMAIL

Attention: 1719091 Alberta Ltd. and Michael Coe.

RE: 1719091 Alberta Ltd.

The total outstanding balance for 1719091 Alberta Ltd., as at **December 19, 2025** is **\$2,349,548.74** with a per diem of **\$314.97**.

Business Term Loan:	872-40324629900
Principal Balance:	\$1,352,801.99
Interest:	\$458,122.90
Total:	\$1,810,924.89
Per diem:	\$265.00

Costs & Expenses:	872-41539683200
Principal Balance:	\$244,803.67
Interest:	\$23,820.18
Total:	\$268,623.85
Per diem:	\$49.97

BDC Receivership	\$270,000.00
------------------	--------------

Any change in the Prime Lending Rate will affect the daily rate. Therefore exact amounts owing should be confirmed at the time of payment.

Please be advised that funds must be received at this office address by 1:00 pm for payout on that day. Funds received after 1:00 pm will be subject to interest accruing to the next business day.

If you have any questions, please contact the writer.



Yours truly,

A handwritten signature in black ink, appearing to read 'Yan Fong', with a stylized flourish at the end.

Yan Fong

Credit Realization Manager

Business Asset Recovery Team/Risk Advisory & Management

Office 780 408-7658

PO Box 6000, Calgary, AB T2K 6K2

yfong@atb.com

APPENDIX “I”

Meyler, Kevin

From: Meyler, Kevin
Sent: December 19, 2025 1:28 PM
To: Gusa, Tom; Michael Coe
Cc: David LeGeyt; Letwin, Kurtis
Subject: RE: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership
Attachments: 171 - Correspondence with Coe (Receiver Charge) - December 19, 2025.pdf

Mike,

Further to the below, please find enclosed correspondence from the Receiver.

Regards,

Kevin Meyler
Senior Vice President - National Practice Leader
Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

 Before you print think about the environment / Avant d'imprimer, pensez à l'environnement

From: Gusa, Tom
Sent: December 19, 2025 10:07 AM
To: Michael Coe <mike@edgewoodproducts.ca>
Cc: Meyler, Kevin <kmeyler@bdo.ca>; David LeGeyt <dlegeyt@bdplaw.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: RE: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

Hi Mike,

I have obtained the attached from ATB. The effective date of the balances in the attached are as of today, which slightly revises the earlier balances we provided to you. The adjusted terms would be as follows:

Not included in the amounts in the attached, ATB has unpaid legal fees, which currently total \$5,938.50, which would need to be included at the time of funding together with accruing interest (the "**ATB Loan Balance**"). In addition to the ATB Loan Balance, I estimate that ATB would incur \$15,000 in further legal fees to wind up the receivership, discussed in more detail below (the "**ATB Closing Fees**"). I confirm that the ATB Closing Fees are only an estimate at this time.

In addition to the ATB Indebtedness and the ATB Closing Fees, the amounts owed to the Receiver must be paid, which are presently estimated to be \$477,394 including a provision for costs to be incurred prior to discharge, and this estimate is based on the condition that the receivership would be wound up by February 28, 2026 (the "**Receivership Costs**"). I confirm the Receivership Costs are only an estimate at this time.

There are a number of complexities in winding up a receivership, and it takes some time and can only be accomplished with court approval. In any event, whatever the Receivership Costs and the ATB Closing Fees amount to, if and when the receivership is concluded, would need to be paid.

I confirm that upon receipt of certified funds in the amount of \$2,847,881.24 (being the total of \$2,349,548.74 + \$5,938.50 + \$15,000 + \$477,394 = \$2,847,881.24), plus applicable per diem interest, into our trust account, the Receiver will take steps to seek its discharge from the Court. I also confirm that until these certified funds are received in our trust account the Receiver will continue to liquidate the debtor’s property and will continue with other receivership activities. I can provide our trust account details upon request.

Regards,

Tom Gusa
Partner

+1 780 423 7219

Dentons Canada LLP | Edmonton

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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Thursday, December 18, 2025 4:46 PM
To: Gusa, Tom <tom.gusa@dentons.com>
Cc: Kevin Meyler <kmeyler@bdo.ca>; David LeGeyt <dlegeyt@bdplaw.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello, Kindly send a bill or a “Draft” that reflects final requested payment to settle in Full to discharge “All” debts.

A screenshot is not a lawful presentment, Would ATB honour a screenshot for payment?

Kindly send a lawful presentment with all required information and details for Final Payment to Settle in Full,

Lets be realistic, No one would settle a debt of over \$2 million on a screenshot value, therefore provide an official presentment and I will provide Final Payment,

Regards
Without Prejudice, Michael David Coe

On Dec 18, 2025, at 3:23 PM, Gusa, Tom <tom.gusa@dentons.com> wrote:

Mike,

The contents of your email below are not clear to me, I do not understand what you are saying.

To reiterate for the last time - we will need you to wire \$2,845,676.46 plus applicable per diem interest to our trust account. If you would like our account details, please let me know. Once we receive these funds, it will trigger the conditions set out in my email of yesterday at 4:43pm.

Regards,

Tom Gusa

Partner

 +1 780 423 7219

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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Thursday, December 18, 2025 3:00 PM
To: Kevin Meyler <kmeyler@bdo.ca>
Cc: Gusa, Tom <tom.gusa@dentons.com>; David LeGeyt <dlegeyt@bdplaw.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello , Mr Gusa, Mr Letwin, Mr LeGeyt , Mr Meyler;

To be clear, I “Agree” to the amounts provided, \$2.845,676.46

Kindly provide a “Draft” for the Full Outstanding Amounts Owing, to provide Full Payment to Settle All Accounts as I have “Agreed” to Settle in Full and close “All” Accounts, This will be a Final Payment to Settle in Full, kindly ensure the “ Draft” reflects Final Amount as there will not be a 2nd payment provided and Agreed to by “All” parties that it will be “Final Payment “ and discharge all debts,

I will provide 48 hrs extension to the Deadline of December 18,2025 3pm to ensure fairness,

Regards

Without Prejudice, Michael David Coe

On Dec 18, 2025, at 12:44 PM, Michael Coe <mike@edgewoodproducts.ca> wrote:

Mr Meyler ,
kindly provide the official presentment on letterhead to settle “All” outstanding amounts of the receiver as stated in the Notice,
Mr Gusa , kindly provide official presentment on letterhead as stated in the Notice to settle “All” outstanding amounts.

If you cannot preform and issue an official presentment as stated in Notice , that would indicate there is No official amounts outstanding?

Official presentments must be received before 3pm today to remain in honour for “All” parties or will be noted in dishonour as the Notice clearly states,

I come in peace ,and are requesting a standard accounting procedure, nothing difficult to preform, or out of the ordinary to settle an account in Full,

I trust “All” parties will remain in honour and submit official presentments before the deadline of 3pm

Regards
Without Prejudice, Michael David Coe

On Dec 18, 2025, at 11:48 AM, Meyler, Kevin <kmeyler@bdo.ca> wrote:

Mike,

For clarity, Mr. Gusa’s correspondence of December 17, 2025 sent at approximately 4:44 pm (re-enclosed herein for your convenience) incorporates the Receiver’s response concerning the Receivership Costs (as defined in such correspondence).

Regards,


BDO Canada Limited
Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity.

Per:

Kevin Meyler
Senior Vice President - National Practice Leader

Business Restructuring & Turnaround Services
BDO Canada Limited
Direct: 403 536-8526
kmeyler@bdo.ca

903, 8th Avenue SW, Unit 620
Calgary, AB T2P 0P7
Canada
Tel: 403 777-9999
Fax: 403 640-0591
www.bdo.ca

 Before you print think about the environment / Avant d'imprimer, pensez à l'environnement

From: Michael Coe
Sent: December 18, 2025 10:54 AM
To: Tom Gusa <tom.gusa@dentons.com>
Cc: David LeGeyt <dlegeyt@bdplaw.com>; Meyler, Kevin <kmeyler@bdo.ca>; Kurtis Letwin <kurtis.letwin@dentons.com>
Subject: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

Hello , is this normal accounting procedure?
Why would the reciver (BDO Canada Limited) and ATB Financial or their representatives not provide an official presentment?
Is a screenshot a lawful presentment?
I have “Agreed” to your offer put forth on December 1,2025 and have requested several times for an official presentment. It is December 18, 2025 and I have not received any official presentments, furthermore the receiver and counsel for the receiver have not responded at all. I am trying to Settle in Full of “All” outstanding amounts as I Agreed”
Again Notice was issued to provide specific performance by the deadline of December 18, 2025 @ 3pm, Failure to provide the specific performance would be noted in dishonour as clearly outlined in the Notice sent December 13 , 2025.
Again kindly provide an official presentment as stated in the Notice to settle all outstanding accounts in Full,

I come in peace , and I trust “All” parties will preform accordingly to remain in honour and present an official presentment for Payment in Full

This is a standard accounting requirement, no bank would pay any amount off a screenshot, but you expect me to provide full settlement off a screenshot?

Again , if official presentments are not provided by the deadline I will use the listing price of \$1.35million to settle “ All

“ accounts and issue Notice of Dishonour to “All” non performing parties

I am not here to argue, I am here to settle “ All” outstanding amounts in Full as Agreed upon

Regards
Without Prejudice, Michael David Coe

On Dec 18, 2025, at 9:12 AM, Gusa, Tom
<tom.gusa@dentons.com> wrote:

Mike,

My correspondence to you of yesterday evening with the screenshot and balances is all you are going to receive in response to your request, and the contents and terms of that correspondence remain notwithstanding your position below.

Regards,

Tom Gusa
Partner

 +1 780 423 7219

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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Thursday, December 18, 2025 8:48 AM
To: Gusa, Tom <tom.gusa@dentons.com>
Cc: David LeGeyt <dlegeyt@bdplaw.com>; Kevin Meyler <kmeyler@bdo.ca>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello, Mr Gusa, Mr Letwin, Mr LeGeyt, Mr Meyler;

I am not here to bring controversy or to argue,

The Notice has been issued to all parties, with a deadline of Today @ 3pm for specific performance,

I am not sure of anyone that would settle such a large amount off a screenshot total ?

Kindly provide full outstanding amounts including all costs, interest and anything outstanding on a official presentment (Letterhead) of each party with the outstanding balance so they can be settled in Full,

Respectively, if specified performance is incomplete by the deadline "All" parties that have not preformed with official presentments will be noted in dishonour including the corporation's they represent,

Kindly forward the presentments before the deadline of today @ 3pm to remain in honour, as this will be a one time payment to each party with outstanding balances to settle in Full and close the accounts,

Regards

Without Prejudice, Michael David Coe

On Dec 18, 2025, at 7:58 AM,
Gusa, Tom
<tom.gusa@dentons.com> wrote:

Mike,

Respectfully, it doesn't work that way in these situations. You have the outstanding balances, you have the per diem interest, you have the terms that must be met to move forward with the discharge of the receiver, and the conditions on which that would proceed. The ball is in your court at this point.

Regards,

Tom Gusa
Partner

 +1 780 423 7219

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From: Michael Coe
<mike@edgewoodproducts.ca>
Sent: Wednesday, December 17, 2025
6:21 PM
To: Gusa, Tom
<tom.gusa@dentons.com>
Cc: David LeGeyt
<dlegeyt@bdplaw.com>; Kevin Meyler
<kmeyler@bdo.ca>; Letwin, Kurtis
<kurtis.letwin@dentons.com>
Subject: Re: ATB Financial // 1719091
Alberta Ltd. - Receivership

[WARNING: EXTERNAL SENDER]

Hello , Mr Gusa, Mr Letwin, Mr
LeGyt, Mr Meyler;

To complete performance and to
settle all liability of Michael Coe,
1719091 ALBERTA Ltd.,
EDGEWOOD PRODUCTS Inc., and
CLERWATER RADIATOR Inc., to ;
ATB , the receiver, and “All” legal
costs or otherwise, “All” “Must”
be included for a full settlement
by the deadline in the Notice sent
December 13, 2025 @ 2:10pm,

Kindly provide total costs for full settlement on letterhead to whom the payments will be sent to, Letter for Full Settlement ,and can be sent to this email as stated,

Screenshots and descriptions will not be sufficient as it needs to be a final detailed amount for Full Settlement with no speculations as it will be Final Payment in Full,

The deadline provided is December 18, 2025 @ 3pm, "All" non performing parties will be noted in dishonour if performance is incomplete,

I trust all parties will stay in honour, and perform accordingly as I come in peace

Regards
Without Prejudice, Michael David
Coe

On Dec 17, 2025, at
4:43 PM, Gusa, Tom
<tom.gusa@dentons.com> wrote:

Mike,

Further to your request,
below is an updated
statement of the
balances owed only to
ATB as of December
12, 2025:

1719091 Alberta Ltd - December 12, 2025			
Loan : 872-40324629900		Term Loan	Total
Principal	\$1,352,801.99		\$1,809,069.88
Interest	\$456,267.89		\$268,274.08
Total	\$1,809,069.88		\$273,460.00
Per Diem	\$265.00		\$2,350,803.96
Loan : 872-41539683200		Cost Account	
Principal	\$244,803.67		
Interest	\$23,470.41		
Total	\$268,274.08		
Per Diem	\$49.97		
O/S Invoice	\$3,460.00		
BDO Receivership	\$270,000.00		
Total	\$273,460.00		

Not included in the amounts above, ATB has unpaid legal fees, which currently total \$2,478.50, which would need to be included at the time of funding together with accruing interest (the “**ATB Loan Balance**”). In addition to the ATB Loan Balance, I estimate that ATB would incur \$15,000 in further legal fees to wind up the receivership, discussed in more detail below (the “**ATB Closing Fees**”). I confirm that the ATB Closing Fees are only an estimate at this time.

In addition to the ATB Indebtedness and the

ATB Closing Fees, the amounts owed to the Receiver must be paid, which are presently estimated to be \$477,394 including a provision for costs to be incurred prior to discharge, and this estimate is based on the condition that the receivership would be wound up by February 28, 2026 (the **"Receivership Costs"**). I confirm the Receivership Costs are only an estimate at this time.

There are a number of complexities in winding up a receivership, and it takes some time and can only be accomplished with court approval. In any event, whatever the Receivership Costs and the ATB Closing Fees amount to, if and when the receivership is concluded, would need to be paid.

I confirm that upon receipt of certified funds in the amount of \$2,845,676.46 (being the total of \$2,350,803.96 + \$2,478.50 + \$15,000 + \$477,394 = \$2,845,676.46), plus applicable per diem interest, into our trust account, the Receiver will take steps to seek its discharge from the Court. I also confirm that until these certified funds are received in our trust account the Receiver will continue to liquidate the debtor's property and will continue with other receivership activities. I can provide our trust account details upon request.

Please let me know if you have any questions.

Regards,

Tom Gusa
Partner

 +1 780 423 7219

tom.gusa@dentons.com | [Bio](#) | [Website](#)

Dentons Canada LLP | 2500 Stantec Tower, 10220 - 103 Avenue NW, Edmonton



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Tel: 403 777 9999
Fax: 403 640 0591
www.bdo.ca

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

VIA EMAIL - mike@edgewoodproducts.ca

December 19, 2025

Mr. Michael Coe

Re: In the Matter of the Receivership of 1719091 Alberta Ltd. ("171")

Dear Mr. Coe,

Further to your request, we advise that the amount outstanding under the Receiver's Charge as defined in the Receivership Order dated October 17, 2024 as granted by the Court of King's Bench of Alberta (the "Court"), including costs estimated to be incurred, is currently \$477,394.

We confirm that these amounts are an estimate based on the assumption that the Receivership is wound up by February 28, 2026 and are only an estimate at this time given the Receiver's ongoing administration of the estate.

We also confirm that pursuant to the Receivership Order, the Receiver will continue to market the property of 171 until the funds described in Mr. Gusa's email and letter (being \$2,847,881.24, plus applicable per diem interest (copy attached herein)), are received into Mr. Gusa's trust account on behalf of ATB Financial, or a further Order of the Court.

Regards,

BDO Canada Limited

Solely in its capacity as Receiver of 1719091 Alberta Ltd.
and not in its personal or corporate capacity

Per:

Kevin Meyler
Senior Vice President

Encl.

Meyler, Kevin

From: Gusa, Tom <tom.gusa@dentons.com>
Sent: December 19, 2025 10:07 AM
To: Michael Coe
Cc: Meyler, Kevin; David LeGeyt; Letwin, Kurtis
Subject: RE: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership
Attachments: Payout Letter - 1719091 Alberta Ltd - Dec 19, 2025.pdf

Hi Mike,

I have obtained the attached from ATB. The effective date of the balances in the attached are as of today, which slightly revises the earlier balances we provided to you. The adjusted terms would be as follows:

Not included in the amounts in the attached, ATB has unpaid legal fees, which currently total \$5,938.50, which would need to be included at the time of funding together with accruing interest (the “**ATB Loan Balance**”). In addition to the ATB Loan Balance, I estimate that ATB would incur \$15,000 in further legal fees to wind up the receivership, discussed in more detail below (the “**ATB Closing Fees**”). I confirm that the ATB Closing Fees are only an estimate at this time.

In addition to the ATB Indebtedness and the ATB Closing Fees, the amounts owed to the Receiver must be paid, which are presently estimated to be \$477,394 including a provision for costs to be incurred prior to discharge, and this estimate is based on the condition that the receivership would be wound up by February 28, 2026 (the “**Receivership Costs**”). I confirm the Receivership Costs are only an estimate at this time.

There are a number of complexities in winding up a receivership, and it takes some time and can only be accomplished with court approval. In any event, whatever the Receivership Costs and the ATB Closing Fees amount to, if and when the receivership is concluded, would need to be paid.

I confirm that upon receipt of certified funds in the amount of \$2,847,881.24 (being the total of \$2,349,548.74 + \$5,938.50 + \$15,000 + \$477,394 = \$2,847,881.24), plus applicable per diem interest, into our trust account, the Receiver will take steps to seek its discharge from the Court. I also confirm that until these certified funds are received in our trust account the Receiver will continue to liquidate the debtor's property and will continue with other receivership activities. I can provide our trust account details upon request.

Regards,

Tom Gusa

Partner

 +1 780 423 7219

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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Thursday, December 18, 2025 4:46 PM
To: Gusa, Tom <tom.gusa@dentons.com>
Cc: Kevin Meyler <kmeyler@bdo.ca>; David LeGeyt <dlegeyt@bdplaw.com>; Letwin, Kurtis <kurtis.letwin@dentons.com>
Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

APPENDIX “J”

Meyler, Kevin

From: David LeGeyt <dlegeyt@bdplaw.com>
Sent: January 20, 2026 3:11 PM
To: Michael Coe; Tom Gusa
Cc: Meyler, Kevin; Kurtis Letwin
Subject: RE: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

Hello Mr. Coe.

We're pleased to hear you intend to repay ATB in full, and also pay the costs of the Receivership in full.

Please advise of the following so that there is no confusion among us when you make these payments:

1. When will the payment(s) be made?
2. Who will make the payment(s)?
 - a. Will the funds be coming from another financial institution?
3. To whom will the payment(s) be made?
4. How will payment(s) be made?
 - a. If you intend to wire the funds we will provide the necessary wire information to the party initiating the wire.
 - b. If you intend to pay by bank draft(s) please clarify where the bank draft(s) will be delivered to so that the recipient(s) can watch for it.
 - c. If you intend to pay by some other method please advise so that we can assess whether such method is acceptable and make arrangements to receive the funds.
5. Please provide us with any other information about the payment so that we can accommodate this process smoothly.

The Receiver has also asked me to respond to some of your other emails to clarify the process that will follow once full repayment is made.

1. After full repayment has been received the Receiver will apply to the Court for an Order discharging the Receiver. The timing of this will depend on court availability, which we expect will be in March, 2026.
2. Once the Receiver is discharged the property of 1719091 Alberta Ltd. will be returned to your control in the condition it is in on the date the Receiver is discharged.
 - a. As you are aware, the property has been irreversibly changed since the Receiver was appointed. These changes include but are not limited to the destruction of all cannabis and other controlled substances on the property, and the property has been cleaned and otherwise readied for sale.
 - b. There is property on the site that has been seized by ATB. The Receiver is not in control of the seized property or the seizure, and you will need to deal with ATB separately in respect of that property.

Please provide answers to my questions above.

As indicated in prior communications, the Receiver is continuing with the sale of the property and will do so until full repayment is made.

Best,

David LeGeyt
Partner

P: 403.260.0210
C: 403.714.8689
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1
bdplaw.com



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From: Michael Coe <mike@edgewoodproducts.ca>
Sent: Monday, January 19, 2026 5:38 PM
To: Tom Gusa <tom.gusa@dentons.com>
Cc: Kevin Meyler <kmeyler@bdo.ca>; David LeGeyt <dlegeyt@bdplaw.com>; Kurtis Letwin <kurtis.letwin@dentons.com>
Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

Hello ,

To confirm, I have Accepted the presentments provided by ATB Financial and the Receiver.
All accounts will be settled by January 31, 2026

Without Prejudice, Michael David Coe

On Dec 19, 2025, at 12:58 PM, Michael Coe <mike@edgewoodproducts.ca> wrote:

Hello,

Kindly have ATB include your amounts on letterhead from ATB or provide an official statement from ATB,

Also kindly have the receiver issue an official statement detailing the \$477,394 amount on letterhead

And kindly provide a statement from Dentons Canada LLp for all legal costs

Once received I can start the process to Settle the Account in Full.

Regards

Without Prejudice, Michael David Coe

On Dec 19, 2025, at 10:07 AM, Gusa, Tom <tom.gusa@dentons.com> wrote:

Hi Mike,

I have obtained the attached from ATB. The effective date of the balances in the attached are as of today, which slightly revises the earlier balances we provided to you. The adjusted terms would be as follows:

APPENDIX “K”

Meyler, Kevin

From: Michael Coe <mike@edgewoodproducts.ca>
Sent: January 20, 2026 4:58 PM
To: David LeGeyt
Cc: Tom Gusa; Meyler, Kevin; Kurtis Letwin
Subject: Re: [EXT] Re: ATB Financial // 1719091 Alberta Ltd. - Receivership

Notice

Hi ,
I will be unavailable from January 21, 2026 through February 2, 2026 and will not be responding to emails or calls during this time. I will respond to emails on February 3, 2026

Without Prejudice, Michael David Coe

On Jan 20, 2026, at 4:34 PM, Michael Coe <mike@edgewoodproducts.ca> wrote:

Hi ,
Did the previous email reflect that,
I am not here to argue or bring controversy, I have Accepted the presentments, and All accounts will be settled on or before January 31,2026, and payment will be provided to the parties indicated on the presentments?

Do you have knowledge that equity remedies errors? Do you have knowledge that equity provides the most ethical remedy?
Do you have knowledge that equity will not allow a wrong without remedy?
Do you have knowledge that equity delights in justice, but not by halves?

Without Prejudice, Michael David Coe

On Jan 20, 2026, at 3:10 PM, David LeGeyt <dlegeyt@bdplaw.com> wrote:

Hello Mr. Coe.

APPENDIX “L”

Meyler, Kevin

From: Michael Coe <mike@edgewoodproducts.ca>
Sent: January 27, 2026 8:22 AM
To: qbfiling edmonton
Cc: Tom Gusa; Kurtis Letwin; David LeGeyt; Meyler, Kevin; jerritt.pawlyk@dlapiper.com; Bren Cargill; bhosking@millerthompson.com; Dakota Bailey; Emily Heykants
Subject: [EXT] Fwd: URGENT NOTICE OF INQUIRY and URGENT NOTICE FOR INTERVENTION
Attachments: Appraisal of Coe Industrial Property.File EDM210047.pdf.pdf; 20260127000218_001.pdf; 20260127000636_001.pdf; 20260127000918_001.pdf; 20260127001211_001.pdf; 20260127001608_001.pdf

To the Clerk of the Court,

This is an **URGENT** matter,

Kindly Honor this email and forward to:

the Honorable Chief Justice Kent H. Davidson,
the Honorable Associate Chief Justice Ken G. Nielson,
the Honorable Judge L.R. Birkett,

Sincerely,

Michael David

Coe

**OF INQUIRY AND
NOTICE FOR INTERVENTION**

**NOTICE
URGENT**

DATE:

January 26, 2026

To;

the Honorable Court of King's Bench Alberta, and/or Clerk of the Court,
qbfiling.edmonton@just.gov.ab.ca

the Honorable Chief Justice Kent H. Davidson,
the Honorable Associate Chief Justice Ken G. Nielson,
the Honorable L.R. Birket1A Sir Winston Churchill Square
Edmonton, Alberta
T5J 0R2

And,

Kevin Meyler, Officer of the Court, kmeyler@bdo.ca
Court Appointed Receiver, BDO Canada Limited
RE: KB File No. 2203 12106
903, *th Avenue SW, Unit 620
Calgary, Alberta
T2P 0P7

URGENT REQUE

ST FOR INTERVENTION

It has come to my awareness that the Receiver is listing the 2.11 Acre property with the Legal description as follows;
Lot 12, Block 2, Plan 122 4449, @ 9 Gateway Drive, Rocky Mountain House, Alberta as indicated in listing with REMAX MLS A2273407 with a total sq ft of 10,500 for a sale price of \$1.350,000..

The Appraisal attached is valued @ \$2,232,000. with a total sq ft of 11,770, and does not include the build out improvements of \$1,800,000. with a total of \$4,120,000. and does not include assets and property inside and outside the building.

Furthermore, the Receiver has destroyed saleable packaged cannabis inventory valued over \$4,000,000.that was in secured storage, also Cannabis in production with a potential saleable value of \$2,800,000., also Rare cannabis genetics created by Michael David Coe , with years of research and development, a total of 8 rare strains with a value of \$1,000,000. per strain as they have rare terpene values for medicinal use that has been proven with laboratory certificate's of analysis from multiple laboratories, (A list of strains can be provided upon request and certificate's of analysis). This does not include the potential of marketing these rare strains within Canada, and Internationally, with potential genetic strain agreements, over the next 10 years estimated over \$10,000,000 for

medicinal use, as these rare strains were sought after within Canada and Internationally.

Thus has also damaged our Federal, and International Licenses,

- 1) Cultivation and Possession License valued @ \$1,000,000.
- 2) Processing License valued @ \$1,000,000.
- 3) Export License valued @ \$2,500,000.

Also property/assets inside and outside of the building valued at \$1,200,000., this includes equipment, building materials, cultivation supplies inventory, but not limited to.

Thus giving a Equitable value to the debtor's of \$34,620,000.

minus sale price of building of \$1,350,000., minus ATB Financial including Receiver Costs of \$2,845,676.46., D.W HAWRELUK PROFESSIONAL CORPORATION and/or MAGNUM MORTGAGE & REALTY CORP \$342,590.04., ARBUTUS LEASING Ltd., \$115,222.65., Connect First and Servus Credit Union Ltd \$116,594.82., ACLC \$407,779.75., a total of \$5,177,863.72., to Honor and settle all debts (presentment's attached) .

Thus would be a balance of equitable value to the debtor of \$29,442,163.30 to settle all accounts in full. Thus Does not include damages and/or of irreparable harm.

This has has caused irreparable harm to the debtor's (extreme financial hardship, ruined credit rating, taking away means to make a living, but not limited to) the shareholders, the staff, other secured lenders, junior lenders, and has interfered with international contracts and federal licenses, I have agreed to honor and settle all debts upon return of the equitable value, with this Honorable Court, as I will Honor all previous debts created by the debtor including but not limited to D.W. HAWRELUK PROFESSIONAL CORPORATION and/or MAGNUM MORTGAGE & REALTY CORP in upcoming hearing scheduled for February 4, 2026 under File No. 2503 22655..

The Receiver's

Statutory and Fiduciary Obligation

Court- appointed receivers in Alberta operate under dual authority: section 243 of the Bankruptcy and Insolvency Act (BIA) and the Court's inherent jurisdiction. Unlike privately-appointed receivers who owe primary loyalty to the appointing creditor, court-appointed receivers are officers of the court with fiduciary obligations to **all stakeholders**, - including me, and 1719091 ALBERTA Ltd, EDGEWOOD PRODUCTS Inc, CLEARWATER RADIATOR Inc, as the debtor's / property owner but not limited to.

"a Receiver's duty is that of a fiduciary to all interested stakeholders involving the debtor's assets, property, and undertaking- not simply to the first secured creditor"

"The receiver must act transparently, provide complete evidence to the court, and cannot prioritize the secured creditor's interests to the exclusion of the other stakeholders, including the debtor's"

"The receiver's arbitrary refusal to consider interior improvements, packaged saleable inventory, cannabis in production that would be saleable, rare genetic strains that would be saleable, all assets and property in valuation represents a likely breach of their fiduciary duty and failure to act in a commercially reasonable manner favoring the senior lender" as a quick sale with an extreme shortfall in value".

"The Receiver has failed to consider interests of all Parties"

"The Receiver Failed to make sufficient efforts to obtain best price"

"Sales Process Lacks Efficacy and Integrity"

"Unfairness in Process"

"HE WHO SEEKS EQUITY

MUST BRING EQUITY"

To Honor all secured debts, and to Honor this Court, to save valuable time and resources, with multiple claims, I hereby request the Honorable Court to Intervene in these matters and provide the following;

- 1) settle all accounts in full.
- 2) provide equitable value remaining (set off) to the debtor's in the form of a certified cashiers check made payable to Michael David Coe.
- 3) provide assistance in repair of credit rating to repair harm.
- 4) stop the harm and damaged brought against me and my personal property.
- 5) provide equitable relief as this Court deems just.
- 6) anything this Honorable Court deems, Fair, Just, and Equitable.

I Michael David Coe sincerely apologize for the mistakes I have made knowingly or unknowingly, and Repent All of my sins. I offer forgiveness to all, and only ask of all to do what is Fair, Just. and Right.

I come in peace, Honor, and Equity , with the hand of God and will remain forever in Honor.

I will Respect and Honor the decision of this Honorable Court, to settle all accounts in private before February 4, 2026, or in public on February 4, 2026.

I RESERVE ALL OF MY

RIGHTS WITH EXPLICIT RESERVATION

Sincerely,

Michael David

Coe

c/o Box9, Site1,

RR3

Rocky Mountain

House, Alberta

ALSO NOTICED:

the Honourable Danielle Smith, premier@gov.ab.ca

the Honourable Mickey Amery, ministryofjustice@gov.ab.ca

BDO legal counsel, David LeGeyt, dlegeyt@bdplaw.com

ATB Financial legal counsel, Tom Gusa, tom.gusa@dentons.com

Kurtis Letwin, kurtis.letwin@dentons.com

D.W. HAWRELUK PROFESSIONAL CORPORATION legal counsel, Jerritt

Pawlyk, jerritt.pawlyk@ca.dlapiper.com

ARBUTUS LEASING LTD., legal counsel, Bren Cargill, bcargill@wittenlaw.com

CONNECT FIRST AND SERVUS CREDIT UNION LTD., Bryan A. Hosking,

bhosking@millerthompson.com, Dakota Bailey, dbailey@millerthompson.com

AGLC legal counsel, lawyer's paralegal, Emily HeyKants, ehykants@wittenlaw.com

10,500 SQ FT. Industrial building located in the Gateway Industrial Park near HWY 11 and HWY 22. This building is on a 2.11 Acre lot with ample outdoor storage and marshalling area. MLS A2273407 \$1,350,000



APPENDIX “M”

NOTICE OF AND REPENTANCE OF SINS FOR CAUSE

Notice Date: Day: Seventeen Month: Three Year: 2026 CE

File No. 2203 12106

File No. 2503-0135AC

Clerk of the Court, Court of King's Bench Alberta
Clerk of the Court, Court of Appeal of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta
T5J 0R2

PLEASE TAKE NOTICE that I, Michael David Coe, a sentient moral being, have examined the path my feet are on and have concluded that I have dishonored many including but not limited to Court of King's Bench of Alberta, and Court of Appeal of Alberta, its Officers and Employees, The Honourable Dawn Pentelschuk, Acting Chief Justice of Alberta, The Honourable Kevin Feth, The Honourable Kent H. Davidson, Chief Justice, The Honourable Ken G. Nielson, Associate Chief Justice, The Honourable Kent J. Tesky, The Honourable Lorne A. Smart, The Honourable Robert W. Armstrong, The Honourable W.S. Schlosser, Dentons Canada LLP, Rob (Robert) R. Roth, Tom Gusa, Kurtis Letwin, Tim B. Haney, Andrea Nicholls, Fausto Franceschi, Heather A. Barnhouse, Dennis L. Picco, BDO Canada Limited, Kevin Meyler, Bruno Suppa, Richard Lee, ATB Financial, Chris Turchansky, Camille Weleschuk, Dan Hugo, Stuart McKellar, These Honorable Courts, its Officers, and or Employees, the Law, and others yet to be determined. I am sorry for my sins and THEREFORE I repent. As I become aware of other sins I may have committed, I will repent Immediately.

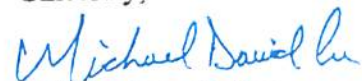
I knowingly, willingly, voluntarily, intentionally and intelligently perform this act and deed.

"My son, if thou be surety for thy friend, if thou hast stricken thy hand with a stranger, Thou art snared with the words of the mouth, thou art taken with the words of thy mouth. Do this now, my son, and deliver thyself, when thou art come into the hand of thy friend; go, humble thyself, and make sure thy friend. Give not sleep to thine eyes. nor slumber to thine eyelids. Deliver thyself as a roe from the hand of the hunter, and as a bird from the hand of the fowler."¹

"He that is surety for a stranger shall smart for it: and he that hateth suretiship is sure."²

I RESERVE ALL OF MY RIGHTS WITH EXPLICIT RESERVATION AND WITHOUT PREJUDICE

Sincerely,



Michael David Coe
c/o Box9, Sire1, RR3
Rocky Mountain House, Alberta
T4T 2A3

RECEIVED

MAR 23 2026

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 435

STATISTICAL MECHANICS

LECTURE NOTES
BY
PROFESSOR
[Name]

1. Introduction
2. Thermodynamics
3. Statistical Mechanics

The first law of thermodynamics states that the change in internal energy of a system is equal to the heat added to the system minus the work done by the system. This is expressed as $dU = \delta Q - \delta W$. The second law states that the entropy of an isolated system never decreases. In statistical mechanics, entropy is related to the number of microstates Ω by $S = k_B \ln \Omega$. The Boltzmann distribution gives the probability of a system being in a state with energy E_i as $P_i = \frac{e^{-\beta E_i}}{Z}$, where $\beta = 1/(k_B T)$ and Z is the partition function.

For a system in contact with a heat reservoir at temperature T , the probability of the system being in a state with energy E_i is given by the Boltzmann distribution.

4. Ensembles
5. Fluctuations

The canonical ensemble is used to describe a system in contact with a heat reservoir. The partition function Z is the sum over all states of $e^{-\beta E_i}$. The average energy $\langle E \rangle$ is given by $-\frac{1}{Z} \frac{\partial Z}{\partial \beta}$. The heat capacity C_V is related to the variance of the energy: $C_V = \frac{1}{k_B T^2} \langle (E - \langle E \rangle)^2 \rangle$.

6. Phase Transitions
7. Critical Phenomena

Phase transitions occur when the free energy of a system has a non-analytic point. The free energy $F = -k_B T \ln Z$ is a function of temperature T and volume V . At a phase transition, the first derivative of F with respect to T (the entropy) or the second derivative (the heat capacity) is discontinuous. Critical phenomena are characterized by power-law behavior near the critical point.

NOTICE OF AND REPENTANCE OF SINS FOR CAUSE
Notice Date: Day: Seventeen Month: Three Year: 2026 CE

File No. 2203 12106
File No. 2503-0135AC

Clerk of the Court, Court of King's Bench Alberta
Clerk of the Court, Court of Appeal of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta
T5J 0R2

Also Noticed:

The Honourable Dawn Pentelchuk, Acting Chief Justice of Alberta, Court of Appeal of Alberta,
1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable Kevin Feth, Court of Appeal of Alberta, 1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable Kent H. Davidson, Chief Justice, Court of King's Bench of Alberta,
1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable Ken G. Nielson, Associate Chief Justice, Court of King's Bench of Alberta,
1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable Kent J. Tesky, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable Lorne A. Smart, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable W.S. Schlosser, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton Alberta, T5J 0R2
The Honourable Robert W. Armstrong, Court of King's Bench of Alberta, 601 5th Street SW, Calgary Alberta, T2P 5P7
Dentons Canada LLP, 2500 Stantec Tower, 10220 – 103 Avenue NW, Edmonton Alberta, T5J 0K4
Rob (Robert) R. Roth, Chief Legal Officer, Dentons Canada LLP, 2500 Stantec Tower, 10220-103 Avenue NW,
Edmonton Alberta, T5J 0K
Tim B. Haney, CEO, Dentons Canada LLP, 850 – 2nd Street SW, 15th Floor, Bankers Court, Calgary Alberta, T2P 0R8
Andrea Nicholls, Chief Financial Officer, Dentons Canada LLP, 1 Place Ville Marie, 39th Floor, Montreal Quebec, H3B 4M7
Fausto Franceschi, KC, Partner, Dentons Canada LLP, 2500 Stantec Tower, 10220 – 103 Avenue NW, Edmonton Alberta, T5J 0K4
Heather A. Barnhouse, KC, Partner, Dentons Canada LLP, 2500 Stantec Tower, 10220 – 103 Avenue NW, Edmonton Alberta, T5J 0K4
Dennis L. Picco, KC, Partner, Dentons Canada LLP, 2500 Stantec Tower, 10220 – 103 Avenue NW, Edmonton Alberta, T5J 0K4
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BDO Canada Limited, 903, 8th Avenue SW, Unit 620, Calgary Alberta, T2P 0P7
Kevin Meyler, Senior Vice President, BDO Canada Limited, 903, 8th Avenue SW, Unit 620, Calgary Alberta, T2P 0P7
Bruno Suppa, CEO, BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto Ontario, M5E 1C5
Richard Lee, Chief Financial Officer, BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto Ontario, M5E 1C5
ATB Financial, 10020 100th St NW, Ste 2500, Edmonton Alberta, T5J 0N3
Chris Turchansky, President & CEO, ATB Financial, 10020 100th St NW, Ste 2500, Edmonton Alberta, T5J 0N3
Camille Weleschuk, Vice President, Office of the CEO, ATB Financial, 10020 100th St NW, Ste 2500, Edmonton Alberta, T5J 0N3
Dan Hugo, Chief Financial Officer, ATB Financial, 10020 100th St NW, Ste 2500, Edmonton Alberta, T5J 0N3
Stuart McKellar, Chief Legal and Sustainability Officer, ATB Financial, 10020 100th St NW, Ste 2500, Edmonton Alberta, T5J 0N3

¹Proverbs 6 verses 1 through 5, Authorized (King James) Version published by Cambridge University Press, University Printing House,
Shaftesbury Road, Cambridge CB2 8BS, United Kingdom
²Proverbs 11 verse 15, Authorized (King James) Version, published by Cambridge University Press, University Printing House,
Shaftesbury Road, Cambridge CB2 8BS, United Kingdom

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APPENDIX “N”

NON-NEGOTIABLE NOTICE OF ACCEPTANCE

Notice Date: Day: Two Month: Four Year: 2026 CE

File No. 2203 12106

Clerk of Court
Court of King's Bench of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta T5J 0R2

In reply to: "COURT FILE NUMBER 2203 12106 COURT COURT OF KING'S BENCH OF ALBERTA JUDICIAL CENTRE **EDMONTON** DOCUMENT **AFFIDAVIT OF DEFAULT**, 3. 4. 5. 6. 7., 8. 9. 10. 11. 12. 13. 14., 15. SWORN..., THIS IS EXHIBIT "A"..., THIS IS EXHIBIT "B"..., THIS IS EXHIBIT "C"..., THIS IS EXHIBIT "D"..., THIS IS EXHIBIT "E"..., THIS IS EXHIBIT "F"..., THIS IS EXHIBIT "G"..., THIS IS EXHIBIT "H"..., THIS IS EXHIBIT "I"..."

PLEASE TAKE NOTICE that I, Michael David Coe, a sentient moral being, accept your Presentment "COURT FILE NUMBER 2203 12106 COURT COURT OF KING'S BENCH OF ALBERTA JUDICIAL CENTRE **EDMONTON** DOCUMENT **AFFIDAVIT OF DEFAULT**, 3. 4. 5. 6. 7., 8. 9. 10. 11. 12. 13. 14., 15. SWORN..., THIS IS EXHIBIT "A"..., THIS IS EXHIBIT "B"..., THIS IS EXHIBIT "C"..., THIS IS EXHIBIT "D"..., THIS IS EXHIBIT "E"..., THIS IS EXHIBIT "F"..., THIS IS EXHIBIT "G"..., THIS IS EXHIBIT "H"..., THIS IS EXHIBIT "I"..." and return your offer herein attached to you.

I indicate my acceptance of your offer by my signature and date.

- I do not argue the facts, jurisdiction, law, or venue;
- I request you close the Account and issue the Receipt to me immediately;
- I request you adjust and set-off all Public Charges by the exemption in accord with Public Policy;
- I request Discharge.

Please respond within three (3) days from the date you receive this NON-NEGOTIABLE NOTICE OF ACCEPTANCE. Dishonor may result if you fail to respond.

Sincerely,



Michael David Coe
c/o Box 9, Site 1, RR3
Rocky Mountain House, Alberta

Attachment: "COURT FILE NUMBER 2203 12106 COURT COURT OF KING'S BENCH OF ALBERTA JUDICIAL CENTRE **EDMONTON** DOCUMENT **AFFIDAVIT OF DEFAULT**, 3. 4. 5. 6. 7., 8. 9. 10. 11. 12. 13. 14., 15. SWORN..., THIS IS EXHIBIT "A"..., THIS IS EXHIBIT "B"..., THIS IS EXHIBIT "C"..., THIS IS EXHIBIT "D"..., THIS IS EXHIBIT "E"..., THIS IS EXHIBIT "F"..., THIS IS EXHIBIT "G"..., THIS IS EXHIBIT "H"..., THIS IS EXHIBIT "I"..."

Clerk of Court
Court of King's Bench of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta T5J 0R2

Also Noticed:

The Honourable Kent H. Davidson, Chief Justice, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2
The Honourable Ken G. Nielsen, Associate Chief Justice, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2
The Honourable Kent J. Tesky, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2
The Honourable Lorne A. Smart, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2
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The Honourable Robert W. Armstrong, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2
The Honourable Dawn Pentelchuk, Acting Chief Justice of Alberta, Court of Appeal of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2
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Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
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Heather A. Barnhouse, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Alexis Barr-Gusa, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Michael Beard, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Rani L. Berg, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Kathy M. Briere, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Simon Elzen-Hoskyn, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Wes Fairbanks, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Fausto Franceschi, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Robert J. de Guzman, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Mike Harris, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Sara E. Hart, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Gergely Hegedus, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Keith R. Hennel, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Tari M. Hiebert, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Dean Hitesman, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Mercedes D. Hitesman, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Peter Inglis, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Erin Lafaunte, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Kurtis Letwin, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Kalen Lumsden, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Sarat C. Maharaj, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Wendy N. Moody, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Dennis L. Picco, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Pablo Retamozo, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Robert R. Roth, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Paul E. Ryzuk, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Michael S. Sestito, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Ameen Tejani, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
G. James Thorlakson, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Danny Wakeling, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Jenna Weinkauf, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Cristina Wendel, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Nicholas C. Williams, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Christopher Zelyas, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Christopher Stuart Turchansky, CEO, ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
Daniel Hugo, CFO, ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
Yan Fong, Credit Realization Manager, ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
Ian Filderman, President, ATB Investment Management Inc., 21st Floor, 10020 - 100th Street NW, Edmonton, Alberta T5J 0N3
Cheryl Brodhagen, CFO, ATB Investment Management Inc., 21st Floor, 10020 - 100th Street NW, Edmonton, Alberta T5J 0N3
State Street Trust Company Canada, 30 Adelaide Street East, Suite 1100, Toronto, Ontario M5C 3G6
Robert Baille, CEO, State Street Trust Company Canada, 30 Adelaide Street East, Suite 1100, Toronto, Ontario M5C 3G6
BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto, Ontario. M5E 1C6
Bruno Suppa, CEO, BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto, Ontario. M5E 1C6
Barbara Palmegiani, CFO Services Leader, BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto, Ontario. M5E 1C6
Kevin Meyler, Senior Vice President, BDO Canada Limited, 903, 8th Avenue SW, Unit 620, Calgary, Alberta T2P 0P7

NOTICE OF AND RESCISSION OF AGREEMENTS FOR CAUSE

Notice Date: Day: One Month: Four Year: 2026 CE

File No. 2203 12106

Clerk of Court
Court of King's Bench of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta T5J 0R2

In reply to: "November 1, 2021 Yours truly, ATB 1, Date Accepted: 2021-11-10 | 3:31 PM PST 2, 1. **DETAILS OF...** 3, 2. **NEXT...** 3. **FEES:** 4, 4. **SECURITY...** 5, 5. **REPRESENTATIONS...** 6, 6. **REPORTING...** 7. **POSITIVE...** 7, (c) (i) 8, 8. **NEGATIVE...** 9, 9. **CONDITIONS...** 11. **AUTHORIZATIONS...** 10, 12. **DRAWDOWNS...** 11, 13. **EVENTS...** 12, 14. **MISCELLANEOUS:** 13, (d) (i) 14, (j) (m) 15, **DEFINITIONS:** 16, designated the account... 17, (i) (iv) 18, "Material Adverse Effect"... 19, and (b)... 20, ...**Dec 6 2022 ...872-41539683200, COLLATERAL MORTGAGE** 1. 2. 3. 4. Page 1 of 10, 5. 6. 7. Page 2 of 10, 8. 9. 10. Page 3 of 10, 11. 12. 13. Page 4 of 10, 14. 15. 16. Page 5 of 10, 17. 18. 19. 20. 21. Page 6 of 10, 22. 23. 24. Page 7 of 10, 25. 26. Page 8 of 10, **DOWER ACT CONSENT...** Page 9 of 10, **AFFIDAVIT...** Page 10 of 10, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, **AFFIDAVIT...** Page 10 of 10, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, -1- **FORBEARANCE AND... RECITALS,** -2- 1., -3- 2. 3. 4. 5. 6. 7., -4- 8., -5- 9., -6- 10. 11. -7- 12. 13. 14. 15. 16., -8- 17. 18. 19. 20. 21. 22. 23. 24. 25. 26., -9- 27., -10- **CLEARWATER RADIATOR INC., AFFIDAVIT OF CORPORATE... AFFIDAVIT OF EXECUTION, AFFIDAVIT OF EXECUTION** 1. 2. 3., **SCHEDULE "A"** 1. 13., **SCHEDULE "B"** Attached., **SCHEDULE "C"** Attached., **SCHEDULE "D"** Attached., **SCHEDULE "E"** Attached., **DOCUMENT CONSENT JUDGMENT** 1. 2., -2- 3. **This order...**, March 16, 2022 File No.: 405525-2027, As security... Please govern yourself accordingly., **SCHEDULE "A"**... 1. 6.. **FORM 115** 1. 3., -2- 4., Clarke, Melissa Sent: Friday, January 7..., Clarke, Melissa Sent: Wednesday, March 16..."

PLEASE TAKE NOTICE that I, Michael David Coe, a sentient moral being, **Rescission** the original "November 1, 2021 Yours truly, ATB 1, Date Accepted: 2021-11-10 | 3:31 PM PST 2, 1. **DETAILS OF...** 3, 2. **NEXT...** 3. **FEES:** 4, 4. **SECURITY...** 5, 5. **REPRESENTATIONS...** 6, 6. **REPORTING...** 7. **POSITIVE...** 7, (c) (i) 8, 8. **NEGATIVE...** 9, 9. **CONDITIONS...** 11. **AUTHORIZATIONS...** 10, 12. **DRAWDOWNS...** 11, 13. **EVENTS...** 12, 14. **MISCELLANEOUS:** 13, (d) (i) 14, (j) (m) 15, **DEFINITIONS:** 16, designated the account... 17, (i) (iv) 18, "Material Adverse Effect"... 19, and (b)... 20, ...**Dec 6 2022 ...872-41539683200, COLLATERAL MORTGAGE** 1. 2. 3. 4. Page 1 of 10, 5. 6. 7. Page 2 of 10, 8. 9. 10. Page 3 of 10, 11. 12. 13. Page 4 of 10, 14. 15. 16. Page 5 of 10, 17. 18. 19. 20. 21. Page 6 of 10, 22. 23. 24. Page 7 of 10, 25. 26. Page 8 of 10, **DOWER ACT CONSENT...** Page 9 of 10, **AFFIDAVIT...** Page 10 of 10, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, **AFFIDAVIT...** Page 10 of 10, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, -1- **FORBEARANCE AND... RECITALS,** -2- 1., -3- 2. 3. 4. 5. 6. 7., -4- 8., -5- 9., -6- 10. 11. -7- 12. 13. 14. 15. 16., -8- 17. 18. 19. 20. 21. 22. 23. 24. 25. 26., -9- 27., -10- **CLEARWATER RADIATOR INC., AFFIDAVIT OF CORPORATE... AFFIDAVIT OF EXECUTION, AFFIDAVIT OF EXECUTION** 1. 2. 3., **SCHEDULE "A"** 1. 13., **SCHEDULE "B"** Attached., **SCHEDULE "C"** Attached., **SCHEDULE "D"** Attached., **SCHEDULE "E"** Attached., **DOCUMENT CONSENT JUDGMENT** 1. 2., -2- 3. **This order...**, March 16, 2022 File No.: 405525-2027, As security... Please govern yourself accordingly., **SCHEDULE "A"**... 1. 6.. **FORM 115** 1. 3., -2- 4., Clarke, Melissa Sent: Friday, January 7..., Clarke, Melissa Sent: Wednesday, March 16..." including every copy, bearing my signature and/or initials, wet ink or electronic, Michael David Coe for cause.

NOTICE OF AND RESCISSION OF AGREEMENTS FOR CAUSE

Notice Date: Day: One Month: Four Year: 2026 CE

File No. 2203 12106

Clerk of Court
Court of King's Bench of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta T5J 0R2

I knowingly, willingly, voluntarily, intentionally and intelligently perform this act and deed.

I made a mistake Creating, Signing and Presenting the original "November 1, 2021 Yours truly, ATB 1, Date Accepted: 2021-11-10 | 3:31 PM PST 2, 1. DETAILS OF... 3, 2. NEXT... 3. FEES: 4, 4. SECURITY... 5, 5. REPRESENTATIONS... 6, 6. REPORTING... 7. POSITIVE... 7, (c) (i) 8, 8. NEGATIVE... 9, 9. CONDITIONS... 11. AUTHORIZATIONS... 10, 12. DRAWDOWNS... 11, 13. EVENTS... 12, 14. MISCELLANEOUS: 13, (d) (i) 14, (j) (m) 15, DEFINITIONS: 16, designated the account... 17, (i) (iv) 18, "Material Adverse Effect"... 19, and (b)... 20, ...Dec 6 2022 ...872-41539683200, COLLATERAL MORTGAGE 1. 2. 3. 4. Page 1 of 10, 5. 6. 7. Page 2 of 10, 8. 9. 10. Page 3 of 10, 11. 12. 13. Page 4 of 10, 14. 15. 16. Page 5 of 10, 17. 18. 19. 20. 21. Page 6 of 10, 22. 23. 24. Page 7 of 10, 25. 26. Page 8 of 10, DOWER ACT CONSENT... Page 9 of 10, AFFIDAVIT... Page 10 of 10, AMENDING AGREEMENT Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, DOWER ACT AFFIDAVIT... Page 3 of 4, AFFIDAVIT... Page 4 of 4, AFFIDAVIT... Page 10 of 10, AMENDING AGREEMENT Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, DOWER ACT AFFIDAVIT... Page 3 of 4, AFFIDAVIT... Page 4 of 4, AMENDING AGREEMENT Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, DOWER ACT AFFIDAVIT... Page 3 of 4, AFFIDAVIT... Page 4 of 4, -1- FORBEARANCE AND... RECITALS, -2- 1., -3- 2. 3. 4. 5. 6. 7., -4- 8., -5- 9., -6- 10. 11. -7- 12. 13. 14. 15. 16., -8- 17. 18. 19. 20. 21. 22. 23. 24. 25. 26., -9- 27., -10- CLEARWATER RADIATOR INC., AFFIDAVIT OF CORPORATE... AFFIDAVIT OF EXECUTION, AFFIDAVIT OF EXECUTION 1. 2. 3., SCHEDULE "A" 1. 13., SCHEDULE "B" Attached., SCHEDULE "C" Attached., SCHEDULE "D" Attached., SCHEDULE "E" Attached., DOCUMENT CONSENT JUDGMENT 1. 2., -2- 3. This order..., March 16, 2022 File No.: 405525-2027, As security... Please govern yourself accordingly., SCHEDULE "A"... 1. 6.. FORM 115 1. 3., -2- 4., Clarke, Melissa Sent: Friday, January 7..., Clarke, Melissa Sent: Wednesday, March 16..."

Therefore, I now repent of my sin.

"My son, if thou be surety for thy friend, if thou hast stricken thy hand with a stranger, Thou art snared with the words of thy mouth, thou art taken with the words of thy mouth. Do this now, my son, and deliver thyself, when thou art come into the hand of thy friend; go, humble thyself, and make sure thy friend. Give not sleep to thine eyes, nor slumber to thine eyelids. Deliver thyself as a roe from the land of the hunter, and as a bird from the hand of the fowler."¹

"He that is surety for a stranger shall smart for it: and he that hateth suretiship is sure."²

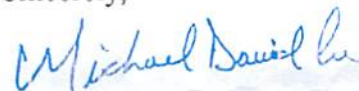
NOTICE OF AND RESCISSION OF AGREEMENTS FOR CAUSE

Notice Date: Day: One Month: Four Year: 2026 CE
File No. 2203 12106

Clerk of Court
Court of King's Bench of Alberta
Law Courts Building
1A Sir Winston Churchill Square
Edmonton, Alberta T5J 0R2

I RESERVE ALL OF MY RIGHTS WITH EXPLICIT RESERVATION AND WITHOUT PREJUDICE.

Sincerely,



Michael David Coe
c/o Box 9, Site 1, RR3
Rocky Mountain House, Alberta

Attachment: "November 1, 2021 Yours truly, ATB 1, Date Accepted: 2021-11-10 | 3:31 PMPST 2, 1. **DETAILS OF...** 3, 2. **NEXT...** 3. **FEES:** 4, 4. **SECURITY...** 5, 5. **REPRESENTATIONS...** 6, 6. **REPORTING...** 7. **POSITIVE...** 7, (c) (i) 8, 8. **NEGATIVE...** 9, 9. **CONDITIONS...** 11. **AUTHORIZATIONS...** 10, 12. **DRAWDOWNS...** 11, 13. **EVENTS...** 12, 14. **MISCELLANEOUS:** 13, (d) (i) 14, (j) (m) 15, **DEFINITIONS:** 16, designated the account... 17, (i) (iv) 18, "**Material Adverse Effect**"... 19, and (b)... 20, ...**Dec 6 2022 ...872-41539683200**, COLLATERAL MORTGAGE 1. 2. 3. 4. Page 1 of 10, 5. 6. 7. Page 2 of 10, 8. 9. 10. Page 3 of 10, 11. 12. 13. Page 4 of 10, 14. 15. 16. Page 5 of 10, 17. 18. 19. 20. 21. Page 6 of 10, 22. 23. 24. Page 7 of 10, 25. 26. Page 8 of 10, **DOWER ACT CONSENT...** Page 9 of 10, **AFFIDAVIT...** Page 10 of 10, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, **AFFIDAVIT...** Page 10 of 10, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, **AMENDING AGREEMENT** Page 1 of 4, 2.1 2.2 2.3 2.4 Page 2 of 4, **DOWER ACT AFFIDAVIT...** Page 3 of 4, **AFFIDAVIT...** Page 4 of 4, -1- **FORBEARANCE AND...** RECITALS, -2- 1., -3- 2. 3. 4. 5. 6. 7., -4- 8., -5- 9., -6- 10. 11. -7- 12. 13. 14. 15. 16., -8- 17. 18. 19. 20. 21. 22. 23. 24. 25. 26., -9- 27., -10- **CLEARWATER RADIATOR INC., AFFIDAVIT OF CORPORATE... AFFIDAVIT OF EXECUTION, AFFIDAVIT OF EXECUTION** 1. 2. 3., **SCHEDULE "A"** 1. 13., **SCHEDULE "B"** Attached., **SCHEDULE "C"** Attached., **SCHEDULE "D"** Attached., **SCHEDULE "E"** Attached., **DOCUMENT CONSENT JUDGMENT** 1. 2., -2- 3. **This order...**, March 16, 2022 File No.: 405525-2027, As security... Please govern yourself accordingly., **SCHEDULE "A"...** 1. 6.. **FORM** 115 1. 3., -2- 4., **Clarke, Melissa Sent:** Friday, January 7..., **Clarke, Melissa Sent:** Wednesday, March 16...

Also Noticed:

The Honourable Kent H. Davidson, Chief Justice, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable Ken G. Nielsen, Associate Chief Justice, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable Kent J. Tesky, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable Lorne A. Smart, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable W.S. Schlosser, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable Robert W. Armstrong, Court of King's Bench of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable Dawn Pentelechuk, Acting Chief Justice of Alberta, Court of Appeal of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

The Honourable Kevin Feth, Court of Appeal of Alberta, 1A Sir Winston Churchill Square, Edmonton, Alberta T5J 0R2

Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4

Tom Gusa, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4

Heather A. Barnhouse, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4

Alexis Barr-Gusa, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4

Michael Beard, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4

NOTICE OF AND RESCISSION OF AGREEMENTS FOR CAUSE

Notice Date: Day: One Month: Four Year: 2026 CE

File No. 2203 12106

Clerk of Court
Court of King's Bench of Alberta
Law Courts Building
1A Sir Winston Churchill Square
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Rani L. Berg, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Kathy M. Briere, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Simon Elzen-Hoskyn, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Wes Fairbanks, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Fausto Franceschi, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Robert J. de Guzman, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Mike Harris, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Sara E. Hart, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Gergely Hegedus, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Keith R. Hennel, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Tari M. Hiebert, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Dean Hitesman, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Mercedes D. Hitesman, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Peter Inglis, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Erin Lafaunte, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Kurtis Letwin, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Kalen Lumsden, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Sarat C. Maharaj, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Wendy N. Moody, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Dennis L. Picco, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Pablo Retamozo, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Robert R. Roth, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Paul E. Ryzuk, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
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Ameen Tejani, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
G. James Thorlakson, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
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Jenna Weinkauff, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Cristina Wendel, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Nicholas C. Williams, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Christopher Zelyas, Dentons Canada LLP, 2500 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4
Christopher Stuart Turchansky, CEO, ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
Daniel Hugo, CFO, ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
Yan Fong, Credit Realization Manager, ATB Financial, #2100 10020 100 Street NW, Edmonton, Alberta T5J 0N3
Ian Filderman, President, ATB Investment Management Inc., 21st Floor, 10020 – 100th Street NW, Edmonton, Alberta T5J 0N3
Cheryl Brodhagen, CFO, ATB Investment Management Inc., 21st Floor, 10020 – 100th Street NW, Edmonton, Alberta T5J 0N3
State Street Trust Company Canada, 30 Adelaide Street East, Suite 1100, Toronto, Ontario M5C 3G6
Robert Baille, CEO, State Street Trust Company Canada, 30 Adelaide Street East, Suite 1100, Toronto, Ontario M5C 3G6
BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto, Ontario. M5E 1C6
Bruno Suppa, CEO, BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto, Ontario. M5E 1C6
Barbara Palmegiani, CFO Services Leader, BDO Canada Limited, 20 Wellington Street East, Suite 500, Toronto, Ontario. M5E 1C6
Kevin Meyler, Senior Vice President, BDO Canada Limited, 903, 8th Avenue SW, Unit 620, Calgary, Alberta T2P 0P7

¹Proverbs 6 verses 1 through 5, Authorized (King James) Version, published by Cambridge University Press, University Printing House, Shaftesbury Road, Cambridge CB2 8BS, United Kingdom

²Proverbs 11 verse 15, Authorized (King James) Version, published by Cambridge University Press, University Printing House, Shaftesbury Road, Cambridge CB2 8BS, United Kingdom

APPENDIX “O”

Warrant

(Personal Property Security Act)

TO: STEWART BELLAND & ASSOC. INC

12540 - 126 Avenue, Edmonton, AB T5L 3C7 general@bailiff.ab.ca
Name and Address of Civil Enforcement Agency Email Address

A Security agreement was entered into on 17/06/21 between
Date (D/M/Y)

Edgewood Products Inc.
9 Gateway Drive **Clearwater County** **Alberta** **T4T 2A1** and

ATB FINANCIAL C/O 2500 STANTEC TOWER, EDMONTON T5J 0K4 as the secured party.
10220 103 AVENUE NW

Name and Address of Secured Party

This security agreement is now in default and you are therefore instructed to seize the following personal property which is the subject matter of the agreement:

Describe Personal Property to be seized.

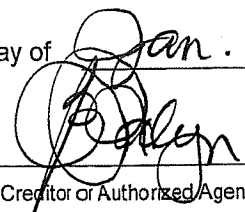
All present & after acquired personal property

See addendum to notice of Seizure

The personal property is located at 9 Gateway Drive Clearwater Cou Alberta

Seizure is instructed to realize the sum of \$1,680,264.60 owing under the security agreement plus costs.

Dated at Edmonton Alberta, on the 29 day of Jan 2025.



Instructing Creditor or Authorized Agent

Dentons Canada LLP 2500 Stantec Tower, 10220 103 Ave NW Edmonton Alberta (780) 423-7100 (780) 423-7276

Print Name, Address, Phone and Fax Number of Instructing Party

Notice of Seizure of Personal Property

TO: Edgewood Products Inc.
9 Gateway Drive Clearwater Alberta
County

Name and Address of Debtor

Take notice that to satisfy a claim against you for the sum \$1,680,264.60 plus costs and related Writs, if applicable,

ATB FINANCIAL C/O 2500 STANTEC TOWER, 10220 EDMONTON T5J 0K4 Alberta
103 AVENUE NW

Name and Address of Creditor

has caused the following personal property and personal property listed below to be seized:

See addendum to Notice of Seizure

Addendum attached listing additional property? Yes No

Notice of Objection application to this seizure? Yes No

~~STRIKE OUT IF NOT APPLICABLE~~ If you object to the seizure, you must deliver the Notice of Objection to the Civil Enforcement Agency listed below within 15 days from the day that the seizure documents were served.

Dated at Clearwater, Alberta, on the 30 day of January, 2025.

[Signature]
Bailiff's Signature

Pat Sawyer
Print Name

STEWART BELLAND & ASSOC. INC 12540 - 126 Avenue general@bailiff.ab.ca

Name and Address of Civil Enforcement Agency Email Address

Edmonton, Alberta T5L 3C7 1-877-465-9725 1-877-465-9726

City, Province, Postal Code Telephone Number Fax Number

Notice: If you have concerns about the way that this seizure was conducted contact the Civil Enforcement Agency shown on the Notice of Seizure of Personal Property. If you are unable to resolve your concerns with the Civil Enforcement Agency, you may contact the Sheriff - Civil Enforcement at (780) 422-2481.

Addendum to Notice of Seizure of Personal Property

5 Grow Rooms 1 Mother Room 1 Clone Room

1 Drying Room 1 Processing Room

Contain the following:

17 - 12 Foot Grow Beds

1 - 10 foot Grow Bed

81 - Gavita Pro 1700 E LED UV lights

15 - Hurricane wall mounted fans

5 - Wall Mounted A/C units CW Condensers

24 - Gavita Pro 1000 E Bulb lights

4 - Stainless Steel Grow Tables

2 - 12x4 Stainless Steel Tables

2 - U-line H451 Stainless Tables 12x4

Dated at Clearwater, Alberta, on 30 day of January, 2025
County


Bailiff's Signature

Paul Sauriger
Print Name

Addendum to Notice of Seizure of Personal Property

1- 3 Tub Stainless Steel Sink with drain table
and Spray nozzle

5- Stainless Steel 4 level wheeled grow carts
Civi-Power lighting system - light stick system
EDJLED20W

4- New in Garita Pro 1700 E LED'S

1- Cannabis Chopper SN 0025903

1- Cannabis Agitator SN


4- AC Units (Tran)

3- General Aire Condensers for room units

3- Large Air Handling units

3- Lennox Condensing furnaces

Dated at Clearwater, Alberta, on 30 day of January, 2025
County


Bailiff's Signature

Pet Sanyer
Print Name

Addendum to Notice of Seizure of Personal Property

1 - World Wide Safe/Vault

1 - Dyno Blast (hotsy) Pressure Washer

1 - A+D Weigh Scale

1 - U-Line heat Sealer

1 - Defender Saco Scale

1 - Central humidifier SN 3008055

1 - Idealair ultrasonic humidifier

9 - Round Vent Covers

30 - Blue dry Storage Containers of Various
Sizes

1 - Samsung 55" Wall Mounted TV

1 - Enterprise Commercial Microwave

Dated at Clearwater, Alberta, on 30 day of January, 2025
Canada


Bailiff's Signature

Pat Sawyer
Print Name

Addendum to Notice of Seizure of Personal Property

2 - End Tables

9 - Individual Employee lockers

1 - MDF Conference Table

10 - Office Chairs

2 - Danby mini fridges

1 - Bunn Single Pot Coffee Brewer

1 - lost barcode Tech Employee Time Clock

1 - BBQ Char 2 propane bottles

4 - Stainless Steel NSF Racks

1 - Pop-up Change room

6^A X 6 Employee locker CW hanger

1 Ken Desk table Chair combination

Dated at Clearwater, Alberta, on 30 day of January, 2025
County


Bailiff's Signature

Pat Sawyer
Print Name

Addendum to Notice of Seizure of Personal Property

- 1 - Lennox Condensing furnace c/w A/C unit
- 1 - U-line Custodian Cart
- 1 - Water filtration System c/w 3 - Small tanks
- 2 - large tanks 17 Filters 6 BlueLab guardian Monitors
- 1 - Orb Water technology Injection pump M-x fertilizers
- 4 - Tool Boxes and all accessories and attachments
for the water filtration Systems
- Misc - Spraying cups (approx 5000)
- 450 - ABS Gunning Pots (small)
- 180 - ABS Gunning Pots (Large)
- 1 - Uline Red/White garbage Cart
- 26 - Coco Pro bags of fertilizer

Dated at Clearwater, Alberta, on 30 day of January, 2025
Country


Bailiff's Signature

Paul Sawyer
Print Name

Addendum to Notice of Seizure of Personal Property

12^{ft} Extension ladder

2 - Pallett Jacks

2- Step Stools

Misc-Tools, hammers, Strapping material, Paints, Caulking

1- Water Softening System (well water)

1- Internet Service Hub

1- 12" Wall Clock

Misc floor fans

1- Sediment Dector (well water)

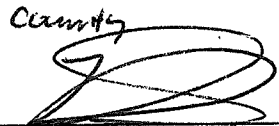
5- Module Kantech Card access System

Model KT400 Module 1 SN# 19214134 Module 2 SN#

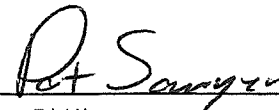
19119158 Module 3 19143189 Module #4 SN# 18223126

Module 5 SN# 19143175

Dated at Clearwater, Alberta, on 30 day of January, 2025

County


Bailiff's Signature



Print Name

Addendum to Notice of Seizure of Personal Property

1- Building Security System

1- Building Surveillance System, includes CPU,
42 Cameras and all accessories and attachments

Included in this Seizure is as follows:-

- All Desks, office furniture, phones, office supplies,
Printers and a laptop (open), also an desk top

Computers and monitors, label makers, tile cutter,
Stove, All Kitchen accessories, all building fire extinguishers

5 picnic table, Small World Wide Money drop Vault,
Army and air wall art, an building furniture and

Water Cooler

Dated at Clawwater, Alberta, on 30 day of January, 2025
County


Bailiff's Signature

Pat Sawyer
Print Name

NOTICE OF INTENTION TO DISPOSE OF PERSONAL PROPERTY

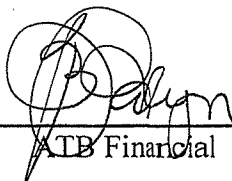
TO: Edgewood Products Ltd.
9 Gateway Drive, Clearwater County, Alberta T4T 2C8

TAKE NOTICE ATB Financial has a security interest pursuant to the SECURITY AGREEMENT dated June 17, 2021 in the assets as outlined in the attached Notice of Seizure

Please be advised that:

1. The amount required to satisfy the obligations secured under SECURITY Agreement is \$ 1,680,264.60 plus interest and costs.
2. The **estimated expenses** of enforcing the SECURITY Agreement, holding, repairing, processing or preparing the Collateral for disposition are as follows:

a. Civil Enforcement Agency	\$1,000.00
b. Storage charges	\$1,000.00
c. Legal fees	<u>\$1,000.00</u>
TOTAL	<u>\$3,000.00</u>
3. Upon payment of all of the amounts shown in paragraphs 1 and 2, by cash or certified cheque, prior to the disposition of the Collateral, you may redeem the Collateral.
4. The sum actually in arrears exclusive of the operation of any acceleration clause in the Security Agreement is \$ 1,680,264.60 plus interest and costs.
5. Upon payment of the sum actually in arrears as set out in paragraph 4, together with all amounts shown in paragraph 2, the Debtor may reinstate the SECURITY Agreement.
6. Unless the Collateral is redeemed or the SECURITY Agreement reinstated prior to the disposition of the Collateral, the Collateral will be disposed of and the debtor may be liable for any deficiency.
7. Disposition of the Collateral will be made by public auction or private sale, which will be held on the 17 day of February, 2025 at 10:01 Am hours at Pravie Auctions - 12545-124 Street Edmonton
(location) (time)
8. Dated this 29th day of January, 2025



For: ATB Financial

APPENDIX “P”

**OFFER TO PURCHASE
AND AGREEMENT OF PURCHASE AND SALE**

Between

1719091 ALBERTA LTD. (the "**Vendor**") by and through its court appointed receiver and manager **BDO CANADA LIMITED** (the "**Receiver**"), in its capacity as receiver and manager, and not in its personal or corporate capacity

-and-

1598768 ALBERTA LTD.
(the "**Purchaser**")

RECITALS:

- A. By a receivership order granted by the Alberta Court of King's Bench on October 17, 2024, the Receiver was, *inter alia*, appointed as receiver over all of the Vendor's assets, undertaking and property, including, the Lands, for purposes of selling, leasing or disposing of such property on behalf of the Vendor's secured creditors.
- B. The Chattels are subject to seizure by ATB Financial ("**ATB**"). Servus Credit Union Ltd. ("**Servus**") holds a first ranking security interest against the Chattels and ATB holds a second ranking security interest against the Chattels.
- C. Pursuant to a Sales Protocol dated November 12, 2025, among the Receiver, ATB and Servus, the Receiver agreed to solicit bids for both the Real Property and the Chattels for administrative convenience. Notwithstanding the foregoing, the Receiver does not have the right to sell the Chattels and to the extent that the Purchaser submits a bid to purchase the Chattels which is accepted by ATB and Servus, or a bailiff acting on their behalf, the Chattels will need to be acquired by the Purchaser pursuant to a separate transaction with ATB and Servus, or a bailiff acting on their behalf.
- D. The Purchaser wishes to purchase from the Vendor all of the Vendor's right, title, and interest in the Real Property (as hereinafter defined) on the terms and conditions contained herein.

NOW THEREFORE in consideration of \$2.00 paid by each party to the other, the mutual covenants and agreements between the parties contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

**ARTICLE 1
OFFER AND ACCEPTANCE**

1.1 Offer

The PURCHASER hereby OFFERS TO PURCHASE from the VENDOR all of the VENDOR's right, title and interest in the Real Property (as hereinafter defined) subject only to the Permitted Encumbrances (as hereinafter defined) for the Real Property Purchase Price (as hereinafter defined), on the terms and conditions contained herein.

1.2 Acceptance

This offer is open for acceptance by the Vendor by its signing the acceptance provided in this offer and delivering a copy of this offer with executed acceptance to the Purchaser no later than 5:00 p.m. (Calgary time) on the 6th day of May, 2026. ACCEPTANCE OF THIS OFFER BY THE VENDOR SHALL CONSTITUTE AN AGREEMENT OF PURCHASE AND SALE BETWEEN THE PARTIES SUBJECT TO THE TERMS AND CONDITIONS HEREIN CONTAINED.

**ARTICLE 2
DEFINITIONS**

2.1 For the purpose of this Agreement the following terms shall have the respective meanings hereinafter specified:

"Agreement" or **"offer"** means this offer to purchase and agreement of purchase and sale and any schedules attached hereto which are referred to in this agreement, together with any amendment or supplement thereto;

"Approval and Vesting Order" means an order granted by the Court which authorizes, approves and confirms this Agreement and the sale of the Real Property by the Vendor to the Purchaser in accordance with the terms and conditions contained herein, and upon registration thereof at the Alberta Land Titles Office, will vest title to the Real Property in the Purchaser free and clear of all encumbrances, liens, security interests or claims, other than Permitted Encumbrances, which order has not been appealed prior to the expiration of any applicable statutory appeal period or to the extent it has been appealed, such appeal has been finally determined and disposed of;

"Business Day" means any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta;

"Chattels" means the chattels located on the Lands which are subject to a seizure by ATB;

"Chattels Sale Agreement" any agreement for the purchase and sale of the Chattels or any portion thereof entered into by the Purchaser.

"Closing" means the completion of the transactions contemplated by this Agreement;

"Closing Date" means the date which is thirty (30) days following waiver or satisfaction of the Vendor's Condition or such other date as may be agreed to by the Parties;

"Confidential Information" means this Agreement and all information, data and knowledge relating to the Real Property, whether factual or interpretive, disclosed to the Purchaser in connection with this Agreement, its purchase of the Real Property, or otherwise;

"Court" means the Alberta Court of King's Bench;

"Deposit" means the First Deposit and the Second Deposit;

"Dollars" and **"\$"** means dollars of the lawful money of Canada;

"First Deposit" means ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS;

"**GST**" means the goods and services tax payable pursuant to the *Excise Tax Act* (Canada) or such other similar amended or replacement legislation;

"**Lands**" means the lands legally described in Schedule "A" attached hereto;

"**Party**" means a party to this Agreement and "**Parties**" means both the Vendor and the Purchaser;

"**Permitted Encumbrances**" means the encumbrances set forth in Schedule "B" attached hereto;

"**Prime Rate**" means the prime lending rate of interest for any day expressed as a rate per annum which the Royal Bank of Canada establishes for that day as the reference rate of interest in order to determine interest rates it will charge for commercial loans to its Canadian customers as the same may fluctuate and change from time to time;

"**Purchaser's Lawyer**" means David M. Manning, K.C. with Johnston Ming Manning LLP;

"**Real Property**" means the Lands and all buildings, erections, structures, systems, fixtures and other improvements to and located on the Lands;

"**Real Property Purchase Price**" means [REDACTED]
DOLLARS;

"**Second Deposit**" means TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS;

"**Service Contracts**" means all service, maintenance and other contracts relating to the operation, management or maintenance of the Real Property;

"**Vendor's Condition**" has the meaning set out in Section 7.1 hereof;

"**Vendor's Condition Date**" means the date which is forty-five (45) days after the full execution of this Agreement, or such other date as may be agreed to between the Parties in writing; and

"**Vendor's Lawyer**" means Burnet, Duckworth & Palmer LLP.

ARTICLE 3 AGREEMENT

3.1 The Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, all of the Vendor's right, title and interest in the Real Property, effective on the Closing Date free and clear of all encumbrances other than Permitted Encumbrances, at and for the Real Property Purchase Price, plus applicable GST and upon and subject to the terms and conditions hereinafter set out.

ARTICLE 4 GST

4.1 The Real Property Purchase Price does not include GST or any other sales taxes payable in respect of the sale of the Real Property. The Real Property Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendor on the entire Real Property Purchase Price in accordance with applicable law. Alternatively, in the event the Purchaser is, and represents and warrants to the Vendor that the Purchaser is, a registrant under the *Excise Tax Act* (Canada),

and provides the Vendor with: (a) its GST registration number as issued under Part IX of the *Excise Tax Act* (Canada); and (b) written assurances of the fact that: (i) the Purchaser is a registrant as at the Closing Date; (ii) the Purchaser shall self-assess and remit the GST directly; and (iii) the Vendor is relieved and indemnified in respect of all GST liability in connection with the transactions contemplated by this Agreement, all to the satisfaction of the Vendor acting reasonably, then the Purchaser will account directly to Canada Revenue Agency for the GST payable on this transaction as required and permitted by applicable law.

ARTICLE 5 PURCHASE PRICE

5.1 The Purchaser agrees to pay the Real Property Purchase Price, plus GST, subject to the adjustments (as applicable) as provided for herein as follows:

- (a) the First Deposit shall be paid by the Purchaser to the Vendor's Lawyer by wire transfer within two (2) Business Days following acceptance of this offer by the Vendor, which amount shall be held in trust without interest and applied to the Real Property Purchase Price or otherwise dealt with as provided for herein;
- (b) the Second Deposit shall be paid by the Purchaser to the Vendor's Lawyer by wire transfer within two (2) Business Days following waiver by the Vendor of the Vendor's Condition, which amount shall be held in trust without interest and applied to the Real Property Purchase Price or otherwise dealt with as provided for herein; and
- (c) the balance of the Real Property Purchase Price shall be paid by the Purchaser to the Vendor's Lawyer by wire transfer on or before the Closing Date.

5.2 If the First Deposit is not paid by the Purchaser in accordance with Subsection 5.1(a), the Vendor shall be entitled to terminate this Agreement by notice to the Purchaser and upon delivery of such notice this Agreement shall terminate.

5.3 If by reason of the default of the Purchaser, the purchase and sale transaction contemplated herein is not completed, all or any portion of the Deposit held by the Vendor's Lawyer will become forfeited to the Vendor as liquidated damages and not as a penalty and without prejudice to any other rights or remedies the Vendor may have at law or in equity against the Purchaser for such default.

5.4 Subject to the remainder of this Agreement, including, Section 10.1, if by reason of the default of the Vendor the purchase and sale transaction contemplated herein is not completed, all or any portion of the Deposit held by the Vendor shall be paid to the Purchaser without prejudice to any other rights or remedies the Purchaser may have at law or in equity against the Vendor for such default.

5.5 In holding and dealing with the Deposit pursuant to this Agreement, the Vendor's Lawyer: (i) is not providing any legal services to the Purchaser and shall continue to represent the Vendor only; (ii) is not bound in any way by any agreement other than this Agreement; and (iii) shall not be considered to assume any duty, liability or responsibility other than to hold the Deposit in accordance with the provisions of this Agreement and to pay the Deposit in accordance with the terms of this Agreement (or as may otherwise be provided for in any joint direction duly executed by the parties and in a form acceptable to the Vendor's Lawyer), except in the event of a dispute between the parties as to entitlement to the Deposit in which event the Vendor's Lawyer may, in its sole discretion, pay the Deposit into the Court or as the Court may otherwise direct whereupon the Vendor's Lawyer shall have no further obligations relating to the

Deposit. This Section will survive the completion of the matters contemplated in, or any termination of, this Agreement.

ARTICLE 6 CONFIDENTIAL INFORMATION

6.1 Unless disclosure is required by law, all Confidential Information shall be kept in strict confidence by the Purchaser and shall only be disclosed to its directors, officers, professional advisors and proposed mortgage lenders on a "need to know" basis for the sole purpose of evaluating the acquisition of the Real Property by the Purchaser in accordance with this Agreement. Before making any disclosure required by law, a party that is required to make such disclosure shall notify the Vendor in advance so as to give the Vendor time to seek a protective order. The Purchaser covenants and agrees with the Vendor that when providing Confidential Information to any person it will ensure that such person is bound by the confidentiality provisions contained herein and that such person shall not disclose or further transmit any Confidential Information. If the Purchaser does not proceed with the acquisition of the Real Property in accordance with this Agreement, the Purchaser shall not use any Confidential Information and shall promptly deliver to the Vendor all originals and any copies or other reproductions of any Confidential Information and shall destroy or deliver to the Vendor such notes, reports, and all other written material whatsoever prepared by the Purchaser, or on behalf of the Purchaser, in connection with its review of such Confidential Information. Notwithstanding the foregoing, any third-party reports, studies, or investigations commissioned and paid for by the Purchaser in connection with its due diligence may, at the Vendor's option, be purchased by the Vendor for \$1.00 and the Purchaser shall assign to the Vendor any transferable rights to rely on such reports. The rights and obligations of the Parties set forth in this Section shall survive any termination of this Agreement for a period of two (2) years from the date of such termination.

ARTICLE 7 CONDITIONS TO CLOSING

7.1 The obligation of the Vendor to complete the purchase and sale transaction contemplated by this Agreement shall be subject to the Court granting an Approval and Vesting Order on a form acceptable to the Vendor, in its sole discretion (the "**Vendor's Condition**"). The Vendor's Condition is for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor by written notice to the Purchaser at any time on or prior to the Vendor's Condition Date. If the Vendor has not given notice to the Purchaser that the Vendor's Condition has been satisfied or waived on or prior to the Vendor's Condition Date, such condition shall be deemed not to have been waived or satisfied.

7.2 On satisfaction or waiver, as applicable, of the Vendor's Condition, in writing and within the time period prescribed therefor, this Agreement shall become unconditional and the First Deposit shall become, and the Second Deposit upon payment shall be, non-refundable subject to Section 5.4 hereof.

7.3 If the Vendor's Condition is not waived by the Vendor in writing within the time period prescribed therefor, this Agreement and all of the rights and obligations of the parties hereunder shall be terminated and the Deposit will be forthwith returned to the Purchaser. A waiver is binding upon the Purchaser or Vendor, as applicable, only if it is in writing.

**ARTICLE 8
REPRESENTATIONS AND WARRANTIES**

8.1 The Purchaser hereby acknowledges that none of the Vendor, the Receiver, or any of their respective agents or representatives, have made any representations or warranties whatsoever with respect to the Real Property, the correctness or completeness of any of the documents or materials delivered to the Purchaser or any environmental matters. Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Vendor, the Receiver, and any of their respective agents or representatives, have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, including, but not limited to, representations, warranties, promises, covenants, agreements or guaranties with respect to:

- (a) the quality, nature, adequacy and physical condition of the Lands or any buildings or improvements located thereon;
- (b) the existence or non-existence of any documentation, materials or information relating to the Real Property, it being acknowledged that, subject to Section 13.1, neither the Vendor nor the Receiver has an obligation to deliver to the Purchaser any documentation, materials or information relating to the Real Property;
- (c) the size and dimensions of the Real Property or any buildings or improvements located thereon;
- (d) the manner or quality of construction or materials, incorporated into the Real Property;
- (e) the income to be derived from the Real Property, the expenses or operations of the Real Property, or the economics of operation of the Real Property;
- (f) the habitability, merchantability, marketability, suitability, profitability or fitness of the Real Property or any component or system thereof or thereon for any and all activities and uses which Purchaser may conduct thereon;
- (g) whether the Real Property complies with any existing land use bylaws or regulations, municipal development agreements or plans or codes, laws, rules, ordinances, regulations, covenants or conditions;
- (h) any other matter affecting the stability or integrity of the Lands or any buildings or improvements situated thereon;
- (i) the value, nature, quality, structural integrity or condition of the Real Property, including, without limitation, the water (including groundwater), soil (including repairs, additions or condition thereof), or geology;
- (j) the potential for further development of the Lands;
- (k) the Chattels;
- (l) the location of any buildings or other improvements on the Real Property and whether such location complies with any applicable municipal bylaws or regulations;

- (m) the existence of vested land use, zoning or building entitlements affecting the Lands;
- (n) whether or not any buildings or improvements located on the Real Property encroach onto any neighbouring lands or any easements or rights of way;
- (o) whether or not any buildings or improvements located on neighbouring lands encroach onto the Real Property;
- (p) whether the Lands are located wholly or partially in any flood plain or flood hazard boundary or similar area;
- (q) the availability, quality, nature, adequacy and physical condition of public utilities and services for the Lands;
- (r) the sufficiency of any undershoring or drainage;
- (s) the environmental condition of the Real Property, including, whether or not the Real Property is contaminated with any hazardous substance within the meaning of the *Environmental Protection and Enhancement Act* (Alberta);
- (t) the presence of any hazardous substance on, in, under or about the Lands or any nearby property;
- (u) the existence or non-existence of underground storage tanks;
- (v) whether or not any of the buildings or other improvements located on the Real Property have been insulated with urea formaldehyde insulation;
- (w) the existence or non-existence of any asbestos, mold, fungus, bacteria and/or biological growth or biological growth factors on or at the Lands;
- (x) the manner, quality, status of repair or lack of repair of the Real Property (including any plans and specifications that may have been or which may be provided to the Purchaser by the Vendor);
- (y) the conformity of the improvements to any plans or specification for the Real Property (including any plans and specifications that may have been or which may be provided to the Purchaser by the Vendor);
- (z) the existence or non-existence of any leases, agreements to lease, tenancy agreements, licences of occupation, or any amendment, extension or modification thereof, whether written or oral relating to any use or occupation of the Real Property; or
- (aa) any other matter whatsoever; and

the Purchaser shall not, in respect of the Real Property, call for compliance with, or satisfaction of, any work orders, deficiency notices, orders to comply, or any other building code, fire code or regulations, whether environmental, or otherwise, and whether imposed by law, equity or any regulatory authority.

8.2 The Purchaser hereby represents and warrants to the Vendor (which representations and warranties, unless otherwise indicated, are true now and will be true from this date to and including the Closing Date) that:

- (a) the Purchaser is a corporation duly incorporated and validly existing under the laws of the Province of Alberta, or is otherwise a validly registered extra-provincial corporation in the Province of Alberta, and is in good standing under the laws of Alberta with respect to the filing of annual reports, and has the power, authority, right and capacity to enter into this Agreement and to carry out the transactions contemplated hereby, all of which has been, or by the Closing Date shall have been, duly and validly authorized by all requisite corporate actions and proceedings;
- (b) neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term or provision or constitute a default under any indenture, mortgage, deed of trust or any other agreement to which the Purchaser is a party or by which it is bound which breach could materially affect the ability of the Purchaser to perform its obligations hereunder; and
- (c) the Purchaser is not a non resident of Canada within the meaning of the *Income Tax Act* of Canada.

8.3 The foregoing representations and warranties set forth in Section 8.2 shall be, and shall be deemed to be, continuing representations and warranties by the Purchaser, and shall survive the completion of the matters contemplated herein for a period of two (2) years from the Closing Date.

ARTICLE 9 AS IS, WHERE IS

9.1 THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY ON A STRICTLY "AS IS, WHERE IS" BASIS. The Purchaser acknowledges and confirms that it is relying on its own investigations concerning the Real Property and it has not relied on advice from the Vendor, the Receiver, or any of their respective agents or representatives with respect to the condition of or title to the Real Property. The Purchaser acknowledges and agrees that it is familiar with the condition of the Real Property, including the past and present use of the Real Property and that the Purchaser is not relying upon any representation or warranty of the Vendor or the Receiver as to the condition, environmental or otherwise, of the Real Property. The Vendor and the Receiver are not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Real Property, or the operations thereof, furnished by any broker, agent, employee, servant or other person.

9.2 The Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against the Vendor, the Receiver, or any of their respective agents and representatives in respect of the Real Property or this Agreement or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means). Neither the Vendor nor the Receiver shall have any obligation, responsibility or liability to the Purchaser with respect to any matter relating to the Real Property or the condition thereof.

9.3 Provided that Closing has occurred, subject to Section 13.8, the Purchaser shall be solely liable and responsible for and shall indemnify the Vendor and the Receiver from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the Vendor or the Receiver may sustain, incur, or be put to by reason of or arising out of any matter or thing attributable to or connected with the Real Property arising from and after the Closing Date, including: (i) the ownership, operation, use, construction or maintenance of the Real Property; (ii) the presence of any hazardous substances in the Real Property or any adverse environmental condition relating to the Real Property; or (iii) any leases relating to the Real Property

9.4 Notwithstanding that the Receiver is not a party to this Agreement, the Purchaser acknowledges and agrees that the Receiver may rely on this Agreement for the purposes of enforcing any releases, exculpatory provisions, limitations of liability, or indemnities granted by the Purchaser in favour of the Receiver hereunder.

ARTICLE 10 RECEIVER LIABILITY

10.1 The Purchaser hereby expressly acknowledges and agrees that the Receiver is acting only in its representative capacity as Court-appointed receiver and manager of the Vendor and shall have no personal or corporate liability under or as a result of entering into or carrying out the transactions contemplated by this Agreement.

ARTICLE 11 CHATELS

11.1 The Purchaser acknowledges and agrees that: (i) neither the Vendor nor the Receiver have any right, title or interest in and to the Chattels or the right to sell the Chattels to the Purchaser; (ii) nothing contained herein shall be construed as the Vendor or the Receiver purporting to sell or offer to sell the Chattels to the Purchaser; (iii) to the extent that the Purchaser wishes to purchase the Chattels or any portion thereof it must enter into a separate agreement with ATB and Servus, or a bailiff acting on their behalf, directly for the purchase and sale of the Chattels or such portion thereof; and (iv) the closing of the transactions contemplated herein shall not in any way be conditional or contingent upon the closing of the transactions contemplated by any Chattels Sale Agreement.

ARTICLE 12 POSSESSION

12.1 Subject to the terms of this Agreement, the Purchaser will have vacant possession of the Real Property on the Closing Date. The Vendor shall deliver to the Purchaser on the Closing Date all keys, combinations, codes and other similar such items and information relating to the Real Property in its possession or control.

ARTICLE 13 CLOSING

13.1 The Vendor shall provide to the Purchaser's Lawyer, in trust, the following documents executed by the Vendor or such other parties as may be specified, on the Closing Date:

- (a) a filed copy of the Approval and Vesting Order;

- (b) the Receiver's Certificate (with a filed copy to follow on a post-closing basis);
- (c) a statement of adjustments having annexed thereto reasonable details of the calculations used by the Vendor or the Vendor's Lawyer to calculate the credits and debits with respect to the Real Property, which shall be those credits and debits as would customarily be adjusted for in a similar transaction in Alberta;
- (d) an assignment and assumption agreement in respect of those of the Service Contracts which can be assigned without the counterparty's consent that the Purchaser wishes to take an assignment of; and
- (e) any other documents, resolutions and certificates necessary or reasonably required and requested in advance of the Closing Date by the Purchaser to establish the validity of all proceedings to effectively transfer the Real Property by the Vendor to the Purchaser.

13.2 On or before the Closing Date the Purchaser shall deliver to the Vendor's Lawyer the following, properly executed and acknowledged:

- (a) a wire transfer payable to the Vendor's Lawyer in trust in the amount due to the Vendor on the Closing Date in accordance with the statement of adjustments;
- (b) payment of the GST or a certificate of GST registration and indemnity in lieu thereof;
- (c) a certificate of the Purchaser certifying that the Purchaser is not a non resident of Canada for the purpose of the *Income Tax Act*;
- (d) all documents listed in Section 13.1 which contemplate execution by the Purchaser; and
- (e) any other documents, resolutions and certificates necessary or reasonably required and requested in advance of the Closing Date by the Vendor's Lawyer to establish the validity of all proceedings to effectively transfer the Real Property by the Vendor to the Purchaser.

13.3 The documents and other instruments to be delivered to the Purchaser's Lawyer and the Vendor's Lawyer in accordance with this Article may be delivered in trust on such reasonable trust conditions as would customarily be imposed in a similar transaction in Alberta which shall include, without limitation, that the Purchaser shall not make any use of the closing documents unless and until the Real Property Purchase Price has been unconditionally released to the Vendor. The Purchaser, at its sole cost and expense, shall obtain a title insurance policy to close the transactions contemplated herein.

13.4 Unless this Agreement expressly provides to the contrary, the Vendor and the Purchaser shall be responsible for each of their respective costs in respect of this transaction. The closing documents with respect to the Real Property shall be prepared by the Vendor's Lawyer at the Vendor's sole cost and expense. The Purchaser shall be responsible for the registration costs with respect to registering the documentation transferring title to the Lands.

13.5 Subject to Section 13.1, in the event the Real Property Purchase Price has not been unconditionally released to the Vendor by 12:00 noon on the Closing Date or such later date as the Vendor may advise, the Purchaser shall, if the Vendor agrees to accept late payment of funds, pay interest to the Vendor at the Prime Rate plus three (3%) percent per annum, calculated annually not in advance, from the

date that such Purchase Price was due for unconditional release until the date it is unconditionally releasable to the Vendor.

13.6 The Real Property will be at the risk and responsibility of the Vendor until the Closing Date and thereafter at the risk and responsibility of the Purchaser.

13.7 All items in the statement of adjustments shall be made and adjusted as of the Closing Date and the Closing Date in its entirety shall be to the account of the Vendor for such items. If any item cannot be determined on the Closing Date, an estimate shall be made for purposes of closing. Upon Closing, the statement of adjustments shall be final and binding on the parties and shall not be subject to adjustment or re-adjustment following Closing whether to address any errors or omissions or otherwise. The Purchaser acknowledges and agrees that neither the Vendor nor the Receiver holds any deposits relating to the Real Property, whether pursuant to any lease or otherwise and no adjustment shall be made in the statement of adjustments in respect thereof.

13.8 The Vendor is represented by NAI Commercial Real Estate Inc. (the "**Vendor Broker**"). The Vendor will be responsible for any real estate brokerage commission or other similar such fees payable to the Vendor Broker with respect to this transaction.

ARTICLE 14 NOTICE

14.1 Any notice, direction or other instrument required or permitted to be given pursuant this Agreement shall be in writing and shall be sufficiently given if personally delivered, sent by pre-paid ordinary and registered mail, or sent by email to the Parties as follows:

(a) to the Purchaser:

1598768 Alberta Ltd.
5 Gateway Blvd, Clearwater County
PO Box 940 Stn Main
Rocky Mountain House, Alberta T4T 1A7
Attention: Clint Pidherney
E-mail: clintp@pidherneys.com

With a copy to:

Johnston Ming Manning LLP
400, 4943 – 50 Street
Red Deer, Alberta T4N 1Y1
Attention: David M. Manning, K.C.
Email: dmanning@jmmlawrd.ca

(b) to the Vendor:

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

Attention: Kevin Meyler/Lorry Fritsche
Email: kmeyler@bdo.ca/lfritsche@bdo.ca

With a copy to:

Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: David LeGeyt/Thomas Ostrowerka
Email: dlegeyt@bdplaw.com/tostrowerka@bdplaw.com

or to such other address as any party may from time to time designate, by notice to the other(s).

Any notice personally delivered or sent by email in accordance with this Section shall be deemed to have been given and received on the day it is so delivered or transmitted, provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed in accordance with this Section shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing in Alberta.

ARTICLE 15 GENERAL

15.1 Both before and after the Closing Date, the Parties will execute and do all such further deeds, acts, things and assurances as may be reasonably requisite to carry out the intent of this Agreement.

15.2 Time shall be of the essence of this Agreement.

15.3 Any tender of documents or money hereunder may be made upon the Purchaser's Lawyer or the Vendor's Lawyer, as the case may be, acting for the party on whom tender is desired.

15.4 If the date for making payment or doing any act hereunder shall be a Saturday, Sunday or a statutory holiday in the Province of Alberta, such date shall be extended to the first Business Day following such date.

15.5 The Purchaser may not assign its interest in whole or part under this Agreement without the consent of the Vendor, which may be unreasonably withheld. Notwithstanding any such assignment consented to by the Vendor, the Purchaser shall remain liable for the Purchaser's covenants and obligations contained herein.

15.6 This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

15.7 This Agreement shall be read with all changes of gender or number required by the context.

15.8 The headings of this Agreement are for convenience of reference only and are not intended to form part of this Agreement or to affect the meaning of any clause contained herein.

15.9 This Agreement contains the entire terms, conditions, and provisions relating to the matters contemplated herein and there are no other additional or collateral terms, conditions, agreements, representations or warranties, express or implied, relating to the matters contemplated herein except as expressly stated in this Agreement. This Agreement supersedes all prior oral and written agreements and understandings of the Parties, or any one of them in relation to the matters contemplated herein.

15.10 This Agreement shall not be modified, amended, or waived except by an instrument in writing duly executed and delivered by the Parties or by their respective successors and permitted assigns.

15.11 If any provision of this Agreement is determined to be invalid or unenforceable, it shall be severable from the remainder of this Agreement which shall continue to remain in full force and effect.

15.12 This Agreement shall in all respects be subject to and be interpreted and construed in accordance with the laws of the Province of Alberta and the laws of Canada, as applicable.


[Signature page follows]

15.13 This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document and all such counterparts shall together constitute, and be construed as, one instrument. A signed counterpart provided electronically shall be for all purposes as effective and binding upon the Parties as an originally signed counterpart.

DATED this 29 day of April, 2026.

1598768 ALBERTA LTD.

Per: _____


Authorized Signatory

ACCEPTANCE

The undersigned Vendor hereby accepts the offer as set out above.

DATED this 30 day of April, 2026.

1719091 ALBERTA LTD. by and through its court appointed receiver and manager BDO CANADA LIMITED, in its capacity as receiver and manager, and not in its personal or corporate capacity

Per: _____


Authorized Signatory

SCHEDULE "A"

LANDS

PLAN 1224449

BLOCK 2

LOT 12

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.853 HECTARES (2.11 ACRES) MORE OR LESS

SCHEDULE "B"

PERMITTED ENCUMBRANCES

1. ANY REGISTRATIONS BY OR ON BEHALF OF THE PURCHASER;
2. THOSE IMPLIED BY LAW; AND
3. THE FOLLOWING SPECIFIC ENCUMBRANCES:

<u>Instrument No.</u>	<u>Date</u>	<u>Description</u>
752 133 630	26/09/1975	UTILITY RIGHT OF WAY GRANTEE - ROCKY GAS CO-OP LTD.
022 181 663	24/05/2002	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - CLEARWATER COUNTY.

APPENDIX “Q”

Appendix Q

**In the Matter of the Receivership of 1719091 Alberta Ltd.
Interim Statement of Receipts and Disbursements
For the period October 17, 2024 to May 29, 2026**

Receipts

Receiver's Borrowings	375,000
Interest earned	1,186
	<hr/>
	376,186

Disbursements

Destruction contractor expenses	90,870
Legal fees and disbursements	60,571
Security and property inspectors	67,042
Insurance	63,860
Consulting	29,512
Utilities and security system	28,865
Property taxes	10,010
GST (net)	12,915
Repairs and Maintenance	1,708
Locksmith charges	497
Filing/Ascend Fees	405
Bank charges	99
	<hr/>
	366,355

Net receipts

9,831

APPENDIX “R”

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2024/10/01
Time of Search: 08:46 AM
Search provided by: DENTONS CANADA LLP
Service Request Number: 43035312
Customer Reference Number: 405525-2027 TLG/sg

Corporate Access Number: 2017190915
Business Number: 817003049
Legal Entity Name: 1719091 ALBERTA LTD.
Legal Entity Status: Struck
Struck Off Date: 2024/06/02
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2012/12/18 YYYY/MM/DD

Registered Office:

Street: 100, 10230 142 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5N3Y6

Records Address:

Street: 100, 10230 142 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5N3Y6

Email Address: CORPORATE@RACKELBELZIL.CA

Directors:

Last Name: COE
First Name: MICHAEL
Middle Name: D.
Street/Box Number: BOX 9, SITE 1, RR 3
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T2A3

Voting Shareholders:

Last Name: COE
First Name: MICHAEL
Middle Name: D.
Street: BOX 9, SITE 1, RR 3
City: ROCKY MOUNTAIN HOUSE
Province: ALBERTA
Postal Code: T4T2A3
Percent Of Voting Shares: 100

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments**

Share Structure: AS PER SCHEDULE "A" ATTACHED HERETO
Share Transfers Restrictions: SHARES MAY NOT BE TRANSFERRED WITHOUT THE CONSENT OF THE MAJORITY OF THE BOARD.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: THERE ARE NO RESTRICTIONS OF THE BUSINESS OF THE CORPORATION.
Business Restricted From: THERE ARE NO RESTRICTIONS OF THE BUSINESS OF THE CORPORATION.
Other Provisions: AS PER SCHEDULE "B" ATTACHED HERETO

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2022/03/25

Outstanding Returns:

Annual returns are outstanding for the 2023, 2022 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2012/12/18	Incorporate Alberta Corporation

2015/12/11	Change Director / Shareholder
2018/01/23	Change Address
2020/02/21	Update BN
2022/03/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2024/02/02	Status Changed to Start for Failure to File Annual Returns
2024/06/02	Status Changed to Struck for Failure to File Annual Returns

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2012/12/18
Other Rules or Provisions	ELECTRONIC	2012/12/18

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



APPENDIX “S”



May 28, 2026

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

VIA EMAIL
kmeyley@bdo.ca

Attention: Kevin Meyler

RE: 1719091 Alberta Ltd.

The total outstanding balance for the above listed as at May 28, 2026 is **\$2,511,781.19** with a per diem of **\$387.41**.

Business Term Loan: 872-40324629900
Principal Balance: \$1,352,801.99
Interest: \$500,523.06
Total: \$1,853,325.05
Per diem: \$265.00

Business Revolving Loan: 760-48477007200
Principal Balance: \$350,000.00
Interest: \$26,786.82
Total: \$376,786.82
Per diem: \$71.44

Cost and Expenses: 872-41539683200
Principal Balance: \$249,735.63
Interest: \$31,933.69
Total: \$281,669.32
Per diem: \$50.97

Any further fees or expenses will need to be added to this total.

Any change in the Prime Lending Rate will affect the daily rate. Therefore exact amounts owing should be confirmed at the time of payment.

Please be advised that funds must be received at this office address by 1:00 pm for payout on that day. Funds received after 1:00 pm will be subject to interest accruing



to the next business day.

If you have any questions, please contact the writer.

Yours truly,

A handwritten signature in blue ink, appearing to read 'HGertner'.

Heather Gertner
Director

A handwritten signature in blue ink, appearing to read 'YFong'.

Yan Fong
Account Manager

Business Asset Recovery Team/Risk Advisory & Management

Office 403 974-5143

PO Box 6000, Calgary, AB T2A 6K2

hgertner@atb.com

yfong@atb.com