

**COURT FILE NUMBER:** 2503 13396  
**COURT:** COURT OF KING'S BENCH OF ALBERTA  
**JUDICIAL CENTRE:** EDMONTON

**PLAINTIFF:** WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

**DEFENDANTS:** RAINY CREEK POWERSPORTS LTD.,  
2418381 ALBERTA LTD. O/A ALBERTA  
MARINE, 612578 ALBERTA LTD. O/A  
WESTERN RECREATIONAL  
PRODUCTS, 2334499 ALBERTA LTD.,  
2418321 ALBERTA LTD., GORETZKI GROUP  
LTD., 2418379 ALBERTA LTD., 2338268  
ALBERTA LTD., DARRELL JAMES  
GORETZKI, OMID NAZARI, DILRAJ SINGH  
MARA HAR, JASMEEN KAUR MARA HAR,  
AND KARANVEER SINGH MARA HAR

**DOCUMENT:** **APPLICATION (AUCTION APPROVAL AND VESTING ORDER)**

**ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:**

**Witten LLP**  
Barristers & Solicitors  
Suite 2500, Canadian Western Bank Place  
10303 Jasper Avenue  
Edmonton, AB T5J 3N6  
Solicitors for BDO Canada Limited in its  
capacity as Receiver of 2418381 Alberta Ltd. and  
612578 Alberta Ltd.

ATTN: Bren R. Cargill  
FILE: 121927-5/BRC  
PHONE: (780) 428-0501  
FAX: (780) 429-2559

**NOTICE TO THE ATTACHED SERVICE LIST AT SCHEDULE "A"**

This application is made against you. You are the Respondents.

You have the right to state your side of this matter before the presiding Justice.

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

Date September 9, 2025

Time 10:00 a.m.

Where Edmonton Law Courts Building, 1A Sir Winston Churchill Square,

Before The Honourable Justice M.E. Burns, in Commercial Chambers via Webex

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

**Remedy claimed or sought:**

1. An Order substantially in the form attached hereto as **Schedule “B”**, granting the following relief, among other things:
  - (a) Abridging and validating the time and method of service of the Notice of Application, so that this motion is properly returnable on the date of the application, and that further service is dispensed with;
  - (b) Approving the First Report (“**First Report**”) of BDO Canada Limited (the “**Receiver**”), in its capacity as Receiver of 2418381 Alberta Ltd. and certain inventory of 612578 Alberta Ltd. and the activities of the Receiver outlined therein;
  - (c) Approving the steps taken by the Receiver in regard to the sales process undertaken by the Receiver to market certain personal property (the “**Assets**”) of 2418381 Alberta Ltd. (the “**Debtor**”) for sale as set out in the First Report of the Receiver;
  - (d) Approving and ratifying and accepting the terms of the Auction proposal dated August 13, 2025 received from McDougall Auctioneers Ltd. (“**The Auctioneer**”) described in the Receiver’s First Report and the Confidential Supplement (defined below) to the Receiver’s First Report (collectively, the “**Auction Proposal**”), in accordance with subsections 3(k), 3(l) and 3(m) of the receivership order granted on July 17, 2025 by the Honourable Justice M. E. Burns (the “**Receivership Order**”) in these proceedings;
  - (e) Declaring that, upon closing of the transactions contemplated by the Auction Proposal, all of the Debtor’s right, title and interest, in and to the Assets shall, without further instrument or transfer or assignment, vest in the purchasers free and clear of and from any and all claims, security interest, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interest of any creditors of the Debtor;
  - (f) Directing and authorizing the Receiver to discharge all registered liens and encumbrances registered against the Assets at any Personal Property Registry, or otherwise, in order to vest the Assets free and clear to the purchasers;
2. An Order substantially in the form attached hereto as **Schedule “C”** sealing the Confidential Supplement to the Receiver’s First Report (the “**Confidential Supplement**”) until the completion of the sale of the Assets contemplated in the Auction Proposal or such further order of the Court.

**Grounds for making this application:**

*Auction Approval and Vesting Order*

3. On July 17, 2025, the Receiver was appointed as Receiver of the Debtor by way of the Receivership Order.

4. The Receivership Order authorizes the Receiver to, among other things:
  - (a) Market any or all of the real and personal property (collectively the “Property”) of the Debtor (and to advertise and solicit offers in respect of such Property or any part or parts thereof), in accordance with Paragraph 3(k) thereof;
  - (b) Negotiate the terms and conditions of sale of the Property of the Debtor in accordance with Paragraph 3(k) thereof;
  - (c) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court in accordance with Paragraph 3(l) thereof;
  - (d) Apply for any Vesting Orders necessary to convey the Property or any part of parts thereof to a purchaser free and clear of any liens and encumbrances in accordance with Paragraph 3(m) thereof.
5. The Debtor owns the Assets as more particularly set out in the First Report.
6. The Receiver has solicited various proposals and offers for the sale of the Assets.
7. The Receiver is of the view that the Auction Proposal represents the highest realization value to stakeholders that is available in the circumstances.
8. The sales process for the Assets conducted by the Receiver is fair and commercially reasonable.
9. Wells Fargo, the largest priority creditor of the Debtor, is supportive of the Auction Proposal.
10. The Receiver is recommending acceptance of the Auction Proposal as being in the best interest of the creditors of the Debtor.

*Approval of Receiver’s Activities*

11. The First Report sets out the activities of the Receiver since its appointment.
12. All of the activities of the Receiver and its legal counsel in the course of the administration of the receivership of the Debtors and as described in the First Report are reasonable and appropriate in the circumstances.
13. The Receiver seeks the approval of the Court for the activities set out in the First Report.

*Restricted Court Access Application*

14. The Confidential Supplement contains confidential information of a commercial nature which, if disclosed to third parties prior to the closing of the sales set out herein, could materially jeopardize the sales, or if the sales do not close, could materially jeopardize the value that the Receiver is subsequently able to obtain from the sale of the Assets and further Property, and as such, it is appropriate that the Court seal the Confidential Supplement on the Court record until the sale of the Assets set out herein has closed.

15. The terms of Temporary Sealing Order are the least restrictive and least prejudicial alternative to the open court principle, and are necessary to effect the sealing of the Confidential Supplement.
16. The salutary effects of the Temporary Sealing Order outweigh its deleterious effects, including the public interest in open and accessible court proceedings.
17. The media has been notified of this Application for a Temporary Sealing Order.

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

18. The First Report of the Receiver, filed herewith;
19. The Confidential Supplement to the Receiver's First Report, unfiled.
20. Written Bench Brief of Law of the Receiver, filed herewith.

**Applicable rules:**

21. *Alberta Rules of Court*, AR 124/2010 including Division 4 Part 6

**Applicable Acts and regulations:**

22. *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended including section 243.

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

23. N/A

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

The proceedings will take place at the Courthouse as set out on the first page of this Notice of Application. The solicitors for the Applicant will attend electronically pursuant to Rules 6.9(2) and 6.10 of the *Alberta Rules of Court*.

**WARNING**

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

**SCHEDULE "A"**

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

v.

RAINY CREEK POWERSPORTS LTD., 2418381 ALBERTA LTD. O/A ALBERTA MARINE,  
612578 ALBERTA LTD. O/A WESTERN RECREATIONAL PRODUCTS, 2334499 ALBERTA  
LTD., 2418321 ALBERTA LTD., GORETZKI GROUP LTD., 2418379 ALBERTA LTD., 2338268  
ALBERTA LTD., DARRELL JAMES GORETZKI, OMID NAZARI, DILRAJ SINGH  
MARA HAR, JASMEEN KAUR MARA HAR, AND KARANVEER SINGH MARA HAR

**Service List**

<b>Party</b>	<b>Counsel</b>	<b>Address</b>	<b>Email/Fax/Phone</b>
BDO Canada Limited - in its capacity as Receiver of 2418381 Alberta Ltd. and 612578 Alberta Ltd		BDO Canada Limited 920, 10130 103 Street NW Edmonton, AB T5J 3N9  <u>Attn: David Lewis and Daniel Pintaric</u>	<a href="mailto:dpintaric@bdo.ca">dpintaric@bdo.ca</a> <a href="mailto:dlewis@bdo.ca">dlewis@bdo.ca</a>  <i>Via Email</i>
Witten LLP – counsel for BDO Canada Limited	Bren R. Cargill	Witten LLP 2500, 10303 Jasper Avenue NW Edmonton, AB T5J 3N6  <u>Attn: Bren R. Cargill</u>	<a href="mailto:bcargill@wittenlaw.com">bcargill@wittenlaw.com</a> <a href="mailto:Nebbers@wittenlaw.com">Nebbers@wittenlaw.com</a>  <i>Via Email</i>
Wells Fargo Capital Finance Corporation Canada	Bryan P. Maruyama	Parlee McLaws LLP Barristers & Solicitors 1700 Enbridge Centre 10175 – 101 Street Edmonton, AB T5J 0H3	<a href="mailto:bmaruyama@parlee.com">bmaruyama@parlee.com</a>  <i>Via Email</i>
Department of Justice Canada Prairie Regional Office (Courtesy Copy)		300 EPCOR Tower, 10423 – 101 <sup>st</sup> Street Edmonton, AB T5H 0E7	<a href="mailto:George.Body@justice.gc.ca">George.Body@justice.gc.ca</a>  <i>Via Email</i>
Rainy Creek Powersports Ltd.		c/o Registered Office MLT Aikins LLP 2200-10235 101 St NW Edmonton, AB TSJ 301	<i>Via email:</i> <a href="mailto:edm_corpsupport@mltaikins.com">edm_corpsupport@mltaikins.com</a>
The Bank of		120 King St W,	<i>Via email:</i> <a href="mailto:albertaprod@teranet.ca">albertaprod@teranet.ca</a>

<p>Nova Scotia</p> <p>PPR Registrant against Defendant Rainy Creek Powersports Ltd</p>		<p>Suite 500 Hamilton, ON L8P 4V2</p>	
<p>Royal Bank of Canada</p> <p>PPR Registrant against Defendant Rainy Creek Powersports Ltd</p>		<p>36 York Mills Road, 4th Floor Toronto, ON M2P 0A4</p>	<p>Via email: <a href="mailto:albertaprod@teranet.ca">albertaprod@teranet.ca</a></p>
<p>Pess Enterprises Inc.</p> <p>PPR Registrant against Defendant Rainy Creek Powersports Ltd.</p>		<p>600, 4911 51 Street Red Deer, AB T4N 6V4</p>	<p>Via email: <a href="mailto:derek@theadventuresgroup.ca">derek@theadventuresgroup.ca</a></p>
<p>2418381 Alberta Ltd. o/a Alberta Marine</p> <p>Defendant</p>		<p>c/o Registered Office MLT Aikins LLP 2200-10235 101 St NW Edmonton, AB T5J 3G1</p>	<p>Via email: <a href="mailto:edm_corpsupport@mltaikins.com">edm_corpsupport@mltaikins.com</a></p>
<p>Business Development Bank of Canada</p> <p>PPR Registrant against Defendant 2418381 Alberta Ltd. o/a Alberta Marin</p>	<p>Robert Farmer</p>	<p>c/o Bishop McKenzie LLP Suite 2300, 10180 101 Street NW Edmonton, AB T5J 1V3</p>	<p>Via email: <a href="mailto:RFarmer@bmlp.ca">RFarmer@bmlp.ca</a></p>
<p>Northpoint Commercial Finance Canada Inc.</p> <p>PPR Registrant against Defendant 2418381</p>		<p>5035 South Service Road, Suite 500 Burlington, ON L7L 6M9</p>	<p>Via email: <a href="mailto:canadiancreditadminprocessing@northpointcf.com">canadiancreditadminprocessing@northpointcf.com</a></p>

Alberta Ltd. o/a Alberta Marine			
WS Leasing Ltd.  PPR Registrant against Defendant 2418381 Alberta Ltd. o/a Alberta Marine		Suite 1900- 13450 102 Avenue Surrey, BC V3T 5Y1	Via email: <a href="mailto:leasing@wscu.com">leasing@wscu.com</a>
Goretzki Group Ltd.  Defendant		c/o Registered Office MLT Aikins LLP 2200-10235 101 St NW Edmonton, AB T5J 3G 1	Via email: <a href="mailto:edm_corpsupport@mltaikins.com">edm_corpsupport@mltaikins.com</a>
2418379 Alberta Ltd.  Defendant, and Landlord of 2418381 Alberta Ltd. o/a Alberta Marine and 612578 Alberta Ltd. O/A Western Recreational Products		c/o Registered Office MLT Aikins LLP 2200-10235 101 St NW Edmonton, AB T5J 3G 1	Via email: <a href="mailto:edm_corpsupport@mltaikins.com">edm_corpsupport@mltaikins.com</a>
2338268 Alberta Ltd.  Defendant		c/o Registered Office MLT Aikins LLP 2200-10235 101 St NW Edmonton, AB T5J 3G 1	Via email: <a href="mailto:edm_corpsupport@mltaikins.com">edm_corpsupport@mltaikins.com</a>
Darrell James Goretzki  Defendant		11-26520 Township Road 512 Spruce Grove, AB T7Y 1G1	Via Courier
Omid Nazari  Defendant		1012 148 Ave NE Edmonton, AB T5Y 0V4	Via Courier
Dilraj Singh Marahar  Defendant		916 166 Ave NE Edmonton, AB TSY 0P2	Via Courier

Jasmeen Kaur Marahar Defendant		916 166 Ave NE Edmonton, AB TSY 0P2	Via Courier
Karanveer Singh Marahar Defendant		916 166 Ave NE Edmonton, AB TSY 0P2	Via Courier
McDougall Auctioneers Ltd. Proposed Auctioneer		301 – 15 Great Plains Road Emerald Park, SK S4L 1C6 Attn: Chad Guay	chad.g@mcdauktion.com

VIA EMAIL:

[dpintaric@bdo.ca](mailto:dpintaric@bdo.ca), [dlewis@bdo.ca](mailto:dlewis@bdo.ca), [bmaruyama@parlee.com](mailto:bmaruyama@parlee.com), [George.Body@justice.gc.ca](mailto:George.Body@justice.gc.ca), [edm\\_corpsupport@mltaikins.com](mailto:edm_corpsupport@mltaikins.com), [albertaprod@teranet.ca](mailto:albertaprod@teranet.ca), [derek@theadventuresgroup.ca](mailto:derek@theadventuresgroup.ca), [RFarmer@bmlp.ca](mailto:RFarmer@bmlp.ca), [canadiancreditadminprocessing@northpointcf.com](mailto:canadiancreditadminprocessing@northpointcf.com), [leasing@wscu.com](mailto:leasing@wscu.com), [chad.g@mcdauktion.com](mailto:chad.g@mcdauktion.com)

**SCHEDULE "B"**

COURT FILE NUMBER 2503 13396

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

DEFENDANTS RAINY CREEK POWERSPORTS LTD., 2418381 ALBERTA LTD. O/A ALBERTA MARINE, 612578 ALBERTA LTD. O/A WESTERN RECREATIONAL PRODUCTS, 2334499 ALBERTA LTD., 2418321 ALBERTA LTD., GORETZKI GROUP LTD., 2418379 ALBERTA LTD., 2338268 ALBERTA LTD., DARRELL JAMES GORETZKI, OMID NAZARI, DILRAJ SINGH MARAHAR, JASMEEN KAUR MARAHAR, AND KARANVEER SINGH MARAHAR

DOCUMENT **AUCTION APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Witten LLP**  
Barristers & Solicitors  
Suite 2500, Canadian Western Bank Place  
10303 Jasper Avenue  
Edmonton, AB T5J 3N6  
Solicitors for MNP Ltd. in its capacity as Receiver of 1914969 Alberta Inc. and Castlewood Care Homes Inc.  
  
ATTN: Bren R. Cargill  
FILE: 121927-5/BRC  
PHONE: (780) 428-0501  
FAX: (780) 429-2559

Clerk's Stamp

**DATE ON WHICH ORDER WAS PRONOUNCED: September 9, 2025**

**LOCATION WHERE ORDER WAS PRONOUNCED: Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB**

**NAME OF JUSTICE WHO MADE THIS ORDER: M. E. Burns**

**UPON THE APPLICATION** by **BDO Canada Limited** in its capacity as the Court-appointed receiver and manager (the “Receiver”) of the undertakings, property and assets of 2418381 Alberta Ltd. (the “Debtor”) for an order approving the auction proposal submitted by McDougall Auctioneers Ltd. (the “Auctioneer”) dated August 13, 2025 and appended to the First Report of the Receiver dated August 26, 2025 (the “Report”), and vesting in the purchaser or purchasers (or its nominee) the Debtor’s right, title and interest in and to the assets described in **Schedule “A”** to this Order (the “Auction Assets”) in any person or persons who purchases any of the Auction Assets pursuant to the Auction Proposal (the “Auction Purchasers”);

**AND UPON HAVING READ** the Receivership Order dated July 17, 2025 (the “Receivership Order”), the Report, the Confidential Supplement and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver and any other persons in attendance;

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

#### **SERVICE**

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

#### **APPROVAL OF ACTIVITIES**

2. The actions, conduct, activities and proposed go-forward activities of the Receiver, including the Receiver’s receipts and disbursements, as reported in the First Report are hereby ratified and approved.

#### **APPROVAL OF AUCTION PROPOSAL**

3. The Auction Proposal is hereby approved and execution of the Auction Proposal by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the transaction

contemplated by the Auction Proposal and conveyance of the Auction Assets to any Auction Purchaser.

## MARKETING AND SALE OF ASSETS

4. The Auctioneer is authorized to market and sell the Auction Assets in accordance with the Auction Proposal. The Auction Assets shall be marketed as free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
  - (a) any encumbrances or charges created by the Receivership Order;
  - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
  - (c) any liens or claims of lien under the *Garage Keeper's Lien Act* and *Possessory Liens Act* (Alberta).
  
5. Upon the Auctioneer completing the sale of any of the Auction Assets to an Auction Purchaser, and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of purchase to such Auction Purchaser:
  - (a) all of the Debtor's right, title and interest in and to the Auction Assets shall vest absolutely in the name of the Auction Purchaser (or its nominee), free and clear of and from any and all Claims and all encumbrances affecting or relating to such Auction Assets shall be expunged and discharged as against such Auction Assets; and
  
  - (a) the Debtor and all persons who claim by, through or under the Debtor in respect of the Auction Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Auction Assets, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Auction Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Auction Assets, or any artifacts,

certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Action Assets, they shall forthwith deliver possession thereof to the Auction Purchaser (or its nominee).

6. Upon the closing of the transactions contemplated in the Auction Proposal, the Receiver shall file with the Clerk of the Court a Receiver's Certificate substantially in the form attached to this Order as Schedule "B" (the "Receiver's Closing Certificate").
7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Auction Assets is required for the due execution, delivery and performance by the Receiver of the Auction Proposal.
8. All governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Auction Purchaser or its nominee clear title to the Auction Assets. Without limiting the foregoing:
  - (a) any person making a Claim to any of the Auction Assets shall, within 7 days of being served with written notice from the Receiver and a copy of the signed Receiver's Closing Certificate, discharge all registrations it maintains in relation to that Claim from the Alberta Personal Property Registry, or similar registry in another jurisdiction providing for public notice of such Claim; and
  - (b) the Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
9. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Auction Proposal. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register

transfers of title or interest and cancel and discharge registrations against any of the Auction Assets of any Claims.

10. Nothing herein shall discharge the obligations of the Auctioneer pursuant to the Auction Proposal or otherwise, including, without limitation, the obligations of the Auctioneer to account for and remit the proceeds of the Auction Assets (the “**Auction Sales Proceeds**”) to the Receiver.
11. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Auction Assets is required for the due execution, delivery and performance by the Receiver of the Auction Proposal.
12. For the purposes of determining the nature and priority of Claims, the net Auction Sale Proceeds (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Auction Assets from and after filing of the Receiver’s Closing Certificate and all Claims shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Auction Assets and may be asserted against the net Auction Sale Proceeds from the sale of the Auction Assets with the same priority as they had with respect to the Auction Assets immediately prior to the sale, as if the Auction Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net Auction Sale Proceeds from sale of the Auction Assets without further order of this Court, provided however the Receiver may apply any part of such net Auction Sales Proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver’s Certificate pursuant to the Receivership Order.
13. Except as expressly provided for in the Auction Proposal or by section 5 of the Alberta *Employment Standards Code*, an Auction Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
14. An Auction Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Auction Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.

#### **MISCELLANEOUS MATTERS**

15. Notwithstanding:

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

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

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

- (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:  
<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/albertamarine>

and service on any other person is hereby dispensed with.

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

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Justice of the Court of King's Bench of Alberta

**Schedule "A"**  
**Auction Assets**

Schedule "A"

(2) Shelving Units & Qty of Oil  
 Qty of Propellers  
 (2) Double Sided Display Shelves w Contents  
 Qty of Inventory & Display Shelf  
 Qty of Speakers & Misc Accessories  
 (2) Proscan TV's  
 (3) Toolboxes  
 Qty of Boat Accessories  
 Qty of Shelves & Small Inventory  
 (2) Chairs & Table  
 Qty of Oars & Lubricants  
 Qty of Boat Accessories  
 LG Television  
 Receptionist Desk  
 Qty of Lifejackets  
 Qty of Slides & Boards  
 Mercury 6hp Engine  
 Engine Rack  
 Loveseat  
 Wet Sounds Display  
 Qty of Water Bottles  
 Qty of Boat Accessories & Display Rack  
 Bike Trailer  
 Qty of Tubes  
 Printer  
 Contents of Office  
 2024 Shoreland'r Boat Trailer  
 2023 Mercury 5hp Motor  
 2023 Mercury 9.9hp Motor  
 2023 Mercury 6hp Engine  
 (2) Motor Guide Trolling Motors  
 Boat Lift

IMDA5AP12RA777252  
 1F05216KK  
 1R177132  
 1FX6211KK

2024 EZ Loader S/A Boat Trailer	1ZETADKC1RA006290
2024 EZ Loader S/A Boat Trailer	1ZETADKC3RA006291
Tracker Fishing Boat w/ Mercury 25hp Motor & Trailer	BUJ65372H809/OR15530
Lund Boat Trailer	5
2004 EZ Loader Boat Trailer	DL1802A
2024 EZ Loader Boat Trailer	1ZEAAYNRX4A007414
2021 Karavan Boat Trailer	1ZETACHB5RA001750
2021 Lund Boat w/ Mercury 8hp Motor & Trailer	5KTBS1813MF606103
Bear Boat Trailer	US-LBBBN825
2025 Lund Z1648/M Jon Boat	41YEB1916K1078790
Wildcat SP-2142 Scissorlift	US-LBB20530B525
New Holland TC30 Tractor	49417k-1
2021 EZ Loader Boat Trailer	11522
EZ Go Golf Cart	1ZETAMTH4MA008974
2006 Magic Trail Boat Trailer	1420009
2021 Argo XR500 Quad	14Y8819H8TC829
2006 Harley Davidson Road King Custom Motorcycle	RFCTDE5G6MY032790
New Holland TZ22DA Yard Tractor	5HD1FYW146Y678012
EZ Loader Boat Trailer	Z6NXD1454
Fuel Tank	1ZETAGKC4MA008982
Fill-Rite Fuel Tank	
EZ Go Golf Cart	1420049
2018 Forest River Flagstaff T/A Micro Lite Travel Trailer	4X4TFLA29JD421765
Hourston Glascraft 1H7770 Boat w/ Evinrude 115 Motor	
48' Van Body w/ Contents	
Trailer	
Qty of Tires	
2014 GMC Sierra 2500HD Flatbed Truck	1GT12ZCG8EF172194
Qty of Misc. Items	
Qty of Boat Parts, Accessories, Oils, Etc.	
Storage Shelves	
Boat Cover	
Qty of Misc. Items	

Port-a-Cool Fan  
 Minn Kota Power Drive  
 Jack  
 Qty of Tools and Oils  
 Filing Cabinet  
 Qty of Misc. Items  
 John Bean 1545T Tire Changer  
 Cabinet w/ Contents  
 John Bean 600 Wheel Balancer 568BN003  
 Cardboard Baler  
 Dv Systems Air Compressor  
 Miller Millermatic 190 Welder & Canox Welder  
 Qty of Misc. Items  
 Bandsaw  
 King Canada Drill Press  
 Hoist  
 Massey Ferguson 19683 Skid Steer 367  
 Floor Jack  
 Qty of Misc. Items, Brooms, Shovels, Batter Chargers  
 2015 New Holland Boomer 33 Tractor w/ FEL YGM049010  
 Pallet Racking  
 Qty of Misc. Items  
 Qty of Tools  
 Qty of Parts  
 Parts Bins  
 (4) Bolt Bins  
 Black Hawk 1-Ton Telescoping Gantry Crane  
 Steel Table & Cabinets  
 Portable Gantry Crane S1133168  
 Portable Gantry Crane  
 Portable Gantry Crane  
 Portable Gantry Crane  
 Pallet Racking, Tools & Contents

Honda Outboard Engine	200948
(2) Chairs & Desk	
Qty of Misc. Items	
FCPP Waterbased Undercoat Platinum Shield Protection	
Qty of Tools/Parts	
Ladder	
Westward Parts Pressure Washer	
BE Pressure Washer	
Flammable Cabinet	
Qty of Misc. Items	
Rolling Ladder	
Battery Charger	
Diaphragm Pump	
Grease Trap	
(2) Shop Vac's	
Flammable Cabinet	
Qty of Misc. Items	
Hydraulic Shop Press	
Oil Dispensing System	
Karcher HDS 910 Hot Pressure Washer	
Qty of Tires	
Engine Lift	
Massey Ferguson 6500 Forklift	2026600508
Rotary 12,000lb 2-Post Lift	BVR0410022
Qty of Misc. Items	
Welding Torch Kit	
Steel Jack	
SPX Kent-Moore Strut Compressor	
Snap-On Shop Press	
Bench Grinder	
Steel Table & Fluids	
1998 Wheeltronic Ltd. 14,000lb 4-Post Vehicle Lift	
Qty of Tools/Parts	

2022 Snap-on Ecotechnics ECO DUAL GAS EEAC800 Air Conditioning Service Machine	EC2202170
Transflow Fluid Exchanger	
Wynn's Transmission Flush and Fill Machine	
Qty of Tools and Misc.	
SPX Kent-Moore Evaporative Emissions System Tester	
Sun Vat 60 Battery Tester	
Syntech Iso Colour Alignment System	
Mini Tune Alternator	
Qty of Tools and Parts	
Qty of Misc. & Boat Accessories	
Contents of Kitchen Room	
HLA Fork Attachment	21LA03097
Boat House/Shed	
John Deere STX46 Yard Tractor	M00STXL290800
Trailer	
Parts Rack	
Misc. Wood	
Boat Lift	
Lund 1700 Pro Sport Boat w/ Yamaha Motor	
School Bus	
Semi Van Trailer	
Portable Aluminum Steps	
Mercury 9.9 Outboard Engine	
Qty of Misc. Items	
Stanley Aluminum Boat w/ Honda 60hp Motor	1014760 Mooney boat - Scheduled to be picked up
1989 Glascon Boat w/ Evinrude Motor	ZGL40026G889 SER6888A1079-195731-0
1990 Searay 195 Boat w/ MerCruiser Motor	BIYF94CLB898
1998 Bayliner Boat w/ MerCruiser Motor	US MBCNLAM3F607
2007 Mastercraft Xstar Boat	11R110705
Mercury Outboard Engine	

**Schedule “B”**

**Form of Receiver’s Certificate**

COURT FILE NUMBER 2503 13396

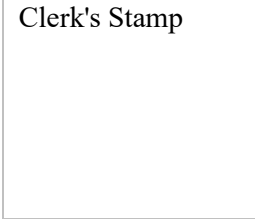
COURT COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF WELLS FARGO CAPITAL FINANCE CORPORATION CANADA

DEFENDANTS RAINY CREEK POWERSPORTS LTD., 2418381 ALBERTA LTD. O/A ALBERTA MARINE, 612578 ALBERTA LTD. O/A WESTERN RECREATIONAL PRODUCTS, 2334499 ALBERTA LTD., 2418321 ALBERTA LTD., GORETZKI GROUP LTD., 2418379 ALBERTA LTD., 2338268 ALBERTA LTD., DARRELL JAMES GORETZKI, OMID NAZARI, DILRAJ SINGH MARAHAR, JASMEEN KAUR MARAHAR, AND KARANVEER SINGH MARAHAR

DOCUMENT **RECEIVER’S CERTIFICATE**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**Witten LLP**  
Barristers & Solicitors  
Suite 2500, Canadian Western Bank Place  
10303 Jasper Avenue  
Edmonton, AB T5J 3N6  
Solicitors for MNP Ltd. in its capacity as Receiver of 2418381 Alberta Ltd. and 612578 Alberta Ltd.  
  
ATTN: Bren R. Cargill  
FILE: 121927.5/BRC  
PHONE: (780) 428-0501  
FAX: (780) 429-2559

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice M. E. Burns of the Court of King’s Bench of Alberta, Judicial District of Edmonton (the “Court”) dated July 17, 2025, BDO Canada Limited

was appointed as the receiver (the “Receiver”) of the undertakings, property and assets of 2418381 Alberta Ltd. and certain property and assets of 612578 Alberta Ltd. (collectively the “Debtor”).

- B. Pursuant to an Order of the Court dated September 9, 2025, the Court approved an auction proposal dated August 13, 2025 (the “Auction Proposal”) between the Receiver and McDougall Auctioneers Ltd. (the “Auction Proposal”).
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Auction Proposal.

**THE RECEIVER CERTIFIES** the following:

1. The Auction occurred and the Auctioneer has paid the Receiver all amounts payable pursuant to the Auction Proposal.
2. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**BDO Canada Limited, in its capacity  
as Receiver of 2148381 Alberta Ltd.  
and 612578 Alberta Ltd., and not in  
its personal capacity.**

**Per;** \_\_\_\_\_

**Name:**

**Title:**

**SCHEDULE "C"**

<b>COURT FILE NUMBER:</b>	2503 13396
<b>COURT:</b>	COURT OF KING'S BENCH OF ALBERTA
<b>JUDICIAL CENTRE:</b>	EDMONTON
<b>PLAINTIFF:</b>	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
<b>DEFENDANTS:</b>	RAINY CREEK POWERSPORTS LTD., 2418381 ALBERTA LTD. O/A ALBERTA MARINE, 612578 ALBERTA LTD. O/A WESTERN RECREATIONAL PRODUCTS, 2334499 ALBERTA LTD., 2418321 ALBERTA LTD., GORETZKI GROUP LTD., 2418379 ALBERTA LTD., 2338268 ALBERTA LTD., DARRELL JAMES GORETZKI, OMID NAZARI, DILRAJ SINGH MARAHAR, JASMEEN KAUR MARAHAR, AND KARANVEER SINGH MARAHAR
<b>DOCUMENT:</b>	<b>TEMPORARY SEALING ORDER</b>
<b>ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:</b>	<b>WITTEN LLP</b> Barristers & Solicitors Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6 Solicitors for BDO Canada Limited in its capacity as Receiver of 2418381 Alberta Ltd. and 612578 Alberta Ltd.  ATTN: Bren R. Cargill FILE: 121927-5/BRC PHONE: (780) 428-0501 FAX: (780) 429-2559
<b>DATE ORDER WAS PRONOUNCED:</b>	September 9, 2025
<b>LOCATION ORDER WAS PRONOUNCED:</b>	Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB
<b>NAME OF JUSTICE WHO MADE THIS ORDER:</b>	M. E. Burns

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UPON THE APPLICATION of BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of 2418381 Alberta Ltd. (the "Debtor") for an order approving the Auction

Proposal dated August 13, 2025 received from McDougall Auctioneers Ltd. (the “**Auctioneer**”)(the “**Auction Proposal**”) and the transaction contemplated therein, contained in the Confidential Supplement to the Receiver’s First Report (the “**Confidential Supplement**”) to the First Report of the Receiver dated August 26, 2025 (the “**First Report**”) providing for the vesting in the Auction Purchasers of the Debtor’s right, title and interest in and to certain lands and personal property (collectively, the “**Assets**”); AND UPON HAVING READ the Receivership Order dated July 17, 2025 (the “**Receivership Order**”), the First Report, Confidential Supplement, the Brief of the Receiver dated August 29, 2025, and the Affidavit of Service; AND UPON noting that the media was provided prior notice of the Application; AND UPON finding that this Order is necessary in order to prevent a serious risk to the commercial interests of the estate of the Debtor and that its salutary effects outweigh its deleterious effects; AND UPON hearing counsel for the Receiver and counsel for various other interest persons;

**IT IS HEREBY ORDERED THAT:**

**SERVICE**

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

**SEALING**

25. The Confidential Supplement shall be sealed and kept confidential, to be shown only to a Justice of the Court of King’s Bench of Alberta and the Clerk of the Court be and is hereby directed to seal the Confidential Supplement on the Court file until the filing of a letter with the Clerk of the Court from the Receiver confirming the sale of the Assets has been completed, or until such further Order of the Court.
26. The Clerk of this Honourable Court is hereby directed to seal the Confidential Supplement in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL SUPPLEMENT TO THE FIRST REPORT TO THE COURT OF BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER OF 2418381 ALBERTA LTD. DATED AUGUST 26, 2025. THIS CONFIDENTIAL SUPPLEMENT IS SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE JUSTICE M. E. BURNS ON AUGUST 26, 2025. THIS CONFIDENTIAL SUPPLEMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE FILING OF A LETTER FROM BDO CANADA LIMITED IN ITS CAPACITY AS RECEIVER OF 2418381 ALBERTA LTD. AND 612578 ALBERTA LTD. CONFIRMING THAT THE SALE

OF THE ASSETS HAS BEEN COMPLETED, OR UNTIL SUCH FURTHER ORDER OF THIS COURT.

27. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
    - (i) the persons listing on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) Posting a copy of this Order on the Receiver's website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/albertamarine>; and
  - (c) Service on any other person is hereby dispensed with.
28. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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JUSTICE OF THE COURT OF KING'S  
BENCH OF ALBERTA