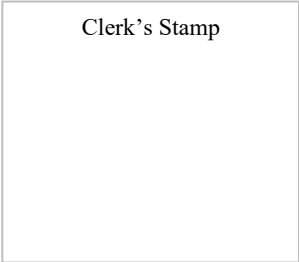


COURT FILE NUMBER 2401-01216
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ATB FINANCIAL
DEFENDANT APEX NUTRI-SOLUTIONS INC., 2175551
ALBERTA LTD., STEVEN HERBERT, DAVID
HERBERT, MURRAY HERBERT AND
CAROLYN HERBERT



APPLICANT BDO CANADA LIMITED, in its capacity as
receiver and manager of APEX NUTRI-
SOLUTIONS INC., 2175551 ALBERTA
LTD., and certain property of MURRAY
HERBERT AND CAROLYN HERBERT

DOCUMENT **APPLICATION – Tender-Sale Approval and
Vesting Order**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT MLT AIKINS LLP
Barristers and Solicitors
2100, 222 3rd Avenue S.W.
Calgary, Alberta T2P 0B4
Phone: 403.693.5420
Fax: 403.508.4349
Attention: Ryan Zahara
File: 0128056.00009

NOTICE TO RESPONDENT:

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

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

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

Date: April 17, 2025
Time: 3:00p.m.
Where: Calgary Court Centre – VIA WEBEX
Before Whom: The Honourable Justice D.R. Mah

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. Capitalized terms not otherwise defined herein shall have the meaning given to them in the first report (the "**First Report**") dated April 14, 2025 of BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver (the "**Receiver**") of Apex Nutri-Solutions Inc., 2175551 Alberta Ltd., and certain property of Murray Herbert and Carolyn Herbert (collectively, the "**Debtors**").
2. An abridgement of the time for service of this Application and materials in support thereof, and an Order declaring service of same to be good and sufficient.
3. An Order substantially in the form of **Schedule "A"** hereto :
 - a) approving the actions of the Receiver taken in these receivership proceedings as outlined in the First Report of the Receiver.
4. An Order substantially in the form of **Schedule "B"** hereto :
 - a) approving a tender-sale agreement (the "**Tender-Sale Agreement**") between the Receiver and CLH Law (the "**Sales Agent**");
 - b) authorizing and directing the Receiver to take all steps reasonably required to carry out the terms of the Tender-Sale Agreement, including entering into a purchase and sale agreement with the successful bidders (the "**Purchasers by Tender**");
 - c) vesting title to the Purchased Assets (as that term is defined in the Tender-Sale Agreement) to the Purchasers by Tender, or their respective nominee;
 - d) granting leave to the Receiver to apply to this Court for advice and directions as may be necessary to carry out the terms of any Order granted at the within application; and
 - e) granting such other and further relief as the circumstances may require and as this Honourable Court shall deem appropriate.

Grounds for Making the Application:

Background

5. On February 20, 2025, BDO was appointed the interim receiver (the “**Interim Receivership**”) in respect of Apex Nutri-Solutions Inc. (“**Apex**”) and 2175551 Alberta Ltd. (“**217**”).
6. On March 24, 2025, BDO filed an interim receivers report with the Court pursuant to the Interim Receivership.
7. On April 2, 2025, ATB obtained an order from the Court, appointing BDO as the Receiver over all of the assets, undertakings, and property of Apex, thereby terminating the Interim Receivership (“**Apex Receivership Order**”).
8. Also on April 2, 2025, ATB obtained an order from the Court, appointing BDO as the Receiver (“**Herbert Receivership Order**”) over certain property, legally described as:

MERIDIAN 4 RANGE 20 TOWNSHIP 43
SECTION 24
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
 (“**Parcel #1**”)

MERIDIAN 4 RANGE 20 TOWNSHIP 43
SECTION 26
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING
THEREOUT:
2.53 HECTARES (6.25 ACRES) MORE OR LESS AS SHOWN ON
RAILWAY PLAN 1983AJ AND BEING TAKEN FOR RIGHT OF WAY
OF THE CANADIAN NORTHERN RAILWAY COMPANY
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
 (“**Parcel #2**”)

MERIDIAN 4 RANGE 20 TOWNSHIP 43
SECTION 25
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
 (“**Parcel #3**”)

(collectively, the “**Herbert Lands**”), plus all of the Herbert’s equipment, inventory, crops, fixtures and other property produced from, found upon or used by the Debtors in connection with the Herbert Lands, wherever situate, including all proceeds thereof.

9. The Herbert Lands are registered in the names of Murray Herbert and Carolyn Herbert, and are comprised of Parcel #1, Parcel #2, and Parcel #3, as more fully described at paragraph 21 of the First Report.

Tender-Sale Agreement

10. Following consultation with both the Debtors and the Sale Agent, the Receiver determined the best approach to optimize recoveries would be to sell the Herbert Lands through an online tendering process.
11. On April 14, 2025, the Sales Agent and the Receiver entered into the Tender-Sale Agreement in respect of Parcel #1 and Parcel #2 (collectively, the “**Initial Herbert Lands**”), which sets out the tendering process and the responsibilities of each party. The Tender-Sale Agreement also provides for a starting/reserve bid for each of Parcel #1 and Parcel #2. The Tender-Sale Agreement ensures that Parcel #1 and Parcel #2 will not be sold for less than the starting/reserve bid price.

Tender-Sale Process and PSA

12. As set out in the Tender-Sale Agreement, Parcel #1 and Parcel #2 will be marketed on the website of the Sales Agent, www.CLHbid.com. The sale will be held on May 6, 2025 commencing at 9:00 a.m. Mountain Daylight Time.
13. As set out in the First Report, as the Initial Herbert Lands comprise farmlands for which sale by mid-May, prior to the commencement of seeding season is understood to maximize realizations in the circumstances.
14. The transaction is to be governed by the PSA to be entered into by the Receiver and the Purchasers by Tender, which includes the following terms, among other things, as set out in the First Report at paragraph 34(e):
 - a) the purchase price is to be determined based on the highest successful bid;

- b) a 20% non-refundable deposit is payable upon the execution of the PSA;
 - c) closing will follow within 30 days following the execution of the PSA;
 - d) concurrent with the execution of the PSA, the Purchaser will be required to enter into a short term lease agreement with the Receiver to facilitate the Purchaser's access to and use of the Lands for seeding season; and
 - e) the Sales Agent will be entitled to commission of 7.5% (plus GST) of the final sales price plus a 1.5% transaction fee (plus GST) payable by the Purchaser by Tender.
15. The Tender-Sale Agreement requires that the PSA be entered into by no later than May 7, 2025.

Approval of Activities of the Receiver to Date

16. All of the actions of the Receiver and its legal counsel in the course of the administration of the receivership of the Property (as defined in the applicable Receivership Orders) are reasonable and appropriate in the circumstances.
17. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or Evidence To Be Relied Upon:

- (a) The First Report of the Receiver dated April 14, 2025, to be filed;
- (b) The Herbert Receivership Order and the Apex Receivership Order granted by on April 2, 2025, filed;
- (c) All pleadings, affidavits and other materials filed in this action;
- (d) The inherent jurisdiction of this Honourable Court to control its own process; and
- (e) Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- (a) Rules 6.47 (a), (d), (e) and (f), 11.27 and 13.5 of the *Alberta Rules of Court*.

Applicable Acts and Regulations:

- (a) The *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended.

How the Application is Proposed to be Heard or Considered:

- (a) In person before the Honourable Justice D.R. Mah, in Chambers.

WARNING TO THE RESPONDENT:

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 rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

Appendix "A" – WebEx Details

File #(s) : 2401 01216

Style of Cause: APEX NUTRI-SOLUTIONS INC v. ATB FINANCIAL

Date/Duration:

Apr 17, 2025 03:00 PM

Total: 60 Minute(s)

Booking Type/List: Commercial

Purpose of Hearing: Commercial Hearing

Counsel: Ryan Zahara;

Special Requirements:

Requirements: Courtroom Required

Equipment: Video Conferencing

Virtual Courtroom 60 has been assigned for the above noted matter:

Virtual Courtroom Link: <https://albertacourts.webex.com/meet/virtual.courtroom60>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the Open Cisco Webex Meeting.
4. You will see a preview screen. Click on Join Meeting.

Key considerations for those attending:

1. Please connect to the courtroom 15 minutes prior to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. Note: Recording or rebroadcasting of the video is prohibited.
5. Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.

SCHEDULE "A"

COURT FILE NUMBER	2401-01216	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ATB FINANCIAL	
DEFENDANTS	APEX NUTRI-SOLUTIONS INC., 2175551 ALBERTA LTD., STEVEN HERBERT, DAVID HERBERT, MURRAY HERBERT AND CAROLYN HERBERT	
APPLICANT	BDO CANADA LIMITED, in its capacity as receiver and manager of APEX NUTRI- SOLUTIONS INC., 2175551 ALBERTA LTD., and certain property of MURRAY HERBERT AND CAROLYN HERBERT	
DOCUMENT	ORDER – Approval of Receiver's Activities	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420 Fax: 403.508.4349 Attention: Ryan Zahara File: 0128056.00009	

DATE ON WHICH ORDER WAS PRONOUNCED:	APRIL 17, 2025
LOCATION WHERE ORDER WAS PRONOUNCED:	EDMONTON, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER:	HONOURABLE JUSTICE D.R. MAH

UPON THE APPLICATION of BDO Canada Limited., filed on April 14, 2025 (the “**Application**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, of Apex Nutri-Solutions Inc., 2175551 Alberta Ltd., and certain property of Murray Herbert, and Carolyn Herbert (collectively, the “**Debtors**”),

for an Order approving the activities of the Receiver as set out in the Receiver's first report (the "**First Report**") dated April 14, 2025; **AND UPON HAVING READ** the Application, the Receivership Order granted on April 2, 2025 (the "**Receivership Order**"), the First Report, and the Affidavit of Service of _____ sworn on April __, 2025; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The actions taken by the Receiver, as outlined in the First Report, are hereby approved.

The Honourable Justice D.R. Mah
Justice of the Court of King's Bench of Alberta

SCHEDULE "B" – SALE APPROVAL AND VESTING ORDER

COURT FILE NUMBER	2401-01216	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	ATB FINANCIAL	
DEFENDANTS	APEX NUTRI-SOLUTIONS INC., 2175551 ALBERTA LTD., STEVEN HERBERT, DAVID HERBERT, MURRAY HERBERT AND CAROLYN HERBERT	
APPLICANT	BDO CANADA LIMITED, in its capacity as receiver and manager of APEX NUTRI-SOLUTIONS INC., 2175551 ALBERTA LTD., and certain property of MURRAY HERBERT AND CAROLYN HERBERT	
DOCUMENT	APPROVAL AND VESTING ORDER (Sale by Receiver)	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420 Fax: 403.508.4349 Attention: Ryan Zahara File: 0128056.00009	

DATE ON WHICH ORDER WAS PRONOUNCED:	APRIL 17, 2025
LOCATION WHERE ORDER WAS PRONOUNCED:	EDMONTON, ALBERTA
NAME OF JUSTICE WHO MADE THIS ORDER:	HONOURABLE JUSTICE D.R. MAH

UPON THE APPLICATION of BDO Canada Limited., filed on April 14, 2025 (the "**Application**") in its capacity as the Court-appointed receiver (the "**Receiver**") of the current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate, including the proceeds thereof, of Apex Nutri-Solutions Inc., 2175551 Alberta Ltd., and certain property of Murray Herbert, and Carolyn Herbert (collectively, the "**Debtors**"), for an Order: (i) approving a tender-sale agreement dated April 14, 2025 (the "**Tender-Sale Agreement**") between the Receiver and CLH Law (the "**Sales Agent**"); (ii) authorizing the Sales Agent to

conduct an online tender-sale process in accordance with the terms of the Tender-Sale Agreement (the “**Tender-Sale Process**”); and (iii) vesting in each purchaser at such Tender-Sale Process (each, a “**Purchaser**”), the Debtors’ right, title and interest in and to the land purchased by such Purchaser at the Tender-Sale Process (in each case, the “**Purchased Land**”), free and clear of any claims and encumbrances; **AND UPON HAVING READ** the Application, the Receivership Order granted on April 2, 2025 (the “**Receivership Order**”), the Receiver’s First Report and the Affidavit of Service of _____ sworn on April ____, 2025; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TENDER-SALE PROCESS

2. The Tender-Sale Process set out in the Tender-Sale Agreement for the tendering of the Purchased Lands is hereby approved, including the retainer of the Sales Agent by the Receiver for the purposes of conducting the Tender-Sale Process and the Receiver entering into a purchase and sale agreement (collectively, the “**PSA**”) with each successful Purchaser of the Purchased Lands that purchases the lands through the Tender-Sale Process.

APPROVAL OF THE TRANSACTIONS

3. The transactions contemplated under the PSA(s) and the execution by the Receiver of the PSA(s) are hereby authorized and approved, with such minor amendments and modifications 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 PSA(s) and conveyance of the Purchased Lands to the Purchaser(s) or nominees (as defined in the PSA(s)).

VESTING OF PROPERTY

4. Upon:

- (a) the Sales Agent completing a sale to a Purchaser through the Tender-Sale Process of the Purchased Lands;
- (b) receipt by the Receiver from such Purchaser of the purchase price determined at the Tender-Sale Process; and
- (c) receipt of a fully executed PSA by the Receiver and the Purchaser,

(each a "**Tender Transaction**" and collectively, the "**Tender Transactions**"), all of the Debtors' right, title and interest in and to the Purchased Land as set out in the PSA and the Receiver's Closing Certificate (the "**Receiver's Closing Certificate**") to be filed with the Court, a draft of which is attached as **Schedule "A"** hereto, shall vest absolutely in the name of the Purchaser(s) (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "B"** hereto (all of which are collectively referred to as "**Encumbrances**", which term shall not include the permitted encumbrances,

caveats, interests, easements, and restrictive covenants listed in **Schedule “C”** (collectively, the **“Permitted Encumbrances”**),

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

5. The Tender Transactions are hereby approved and ratified and it is hereby declared that the Tender Transactions are commercially reasonable.
6. Upon the completion of all of the Tender Transactions to the satisfaction of the Receiver, the Receiver shall file a Receiver’s Closing Certificate(s) for each of the Tender Transactions certifying that each of the Tender Transactions have closed.
7. Upon delivery of each of the Receiver’s Closing Certificate(s), and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, **“Governmental Authorities”**) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate(s) and the certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser (or its nominee) clear title to the Purchased Lands subject only to Permitted Encumbrances. Without limiting the foregoing:
 - (a) the Registrar of Land Titles (**“Land Titles Registrar”**) for the Purchased Lands as defined in each of the Receiver’s Closing Certificate(s) and is hereby authorized, requested and directed to forthwith:
 - (i) cancel the existing Certificate of Title No. 092 110 162 for Parcel #1 lands and premises legally described as:

MERIDIAN 4 RANGE 20
TOWNSHIP 43 SECTION 24 QUARTER
NORTH EAST EXCEPTING THEREOUT
ALL MINES AND MINERALS AERA:
64.7 HECTARES (160 ACRES) MORE OR LESS

“Parcel #1”

- (ii) cancel existing Certificate of Title No. 092 124 299 for Parcel #2 lands and premises legally described as:

MERIDIAN 4 RANGE 20
TOWNSHIP 43 SECTION 26 QUARTER
SOUTH EAST CONTAINING 64.7 HECTARES (160 ACRES)
MORE OR LESS EXCEPTING THEREOUT:
2.53 HECTARES (6.25 ACRES) MORE OR
LESS AS SHOWN ON RAILWAY PLAN 1983AJ AND BEING
TAKEN FOR RIGHT OF WAY OF THE CANADIAN NORTHERN
RAILWAY
COMPANY
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(“**Parcel #2**”)

- (iii) issue a new Certificate of Title for each of Parcel #1 and Parcel #2 in the name of the Purchaser (or its nominee) each as set out in each of the Receiver’s Closing Certificate(s);
 - (iv) transfer to the new Certificate of Title for Parcel #1 and Parcel #2 with the existing instruments listed in **Schedule “C”** to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “C”**; and
 - (v) discharge and expunge the Encumbrances listed in **Schedule “B”** to this Order and discharge and expunge any Claims, including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the PSA against the existing Certificate of Title to Parcel #1 and Parcel #2; 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 Debtors in any of the Purchased Lands.

8. 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, the Receiver's Closing Certificate(s), and the PSA(s). Presentment of this Order and the Receiver's Closing Certificate(s) shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Lands of any Claims including Encumbrances but excluding the Permitted Encumbrances.
9. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Lands is required for the due execution, delivery and performance by the Receiver of the PSA(s).
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Lands (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Lands from and after delivery of the Receiver's Closing Certificate(s) and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Lands and may be asserted against the net proceeds from sale of the Purchased Lands with the same priority as they had with respect to the Purchased Lands immediately prior to the sale, as if the Purchased Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Lands without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Closing Certificate(s) pursuant to the Receivership Order.
11. Except as expressly provided for in the PSA(s), or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Tender Transactions, have liability of any kind whatsoever in respect of any Claims against the Debtors.

12. Upon completion of the Tender Transactions, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Lands, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Lands, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Lands, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Lands, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Lands, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
13. The Purchaser(s) (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Lands for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
14. Immediately upon closing of the Tender Transactions, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser(s) (or its nominee) all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchaser(s) (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtors were entitled.
16. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after completion of each of the Tender Transactions to the satisfaction of the Receiver.

MISCELLANEOUS MATTERS

17. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;

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

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

- 18. The Receiver, the Purchaser(s) (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 Tender Transactions.
- 19. 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.
- 20. 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: www.bdo.ca and service on any other person is hereby dispensed with.
21. 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.

The Honourable Justice D.R. Mah
Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate

COURT FILE NUMBER	2401-01216
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ATB FINANCIAL
DEFENDANTS	APEX NUTRI-SOLUTIONS INC., 2175551 ALBERTA LTD., STEVEN HERBERT, DAVID HERBERT, MURRAY HERBERT AND CAROLYN HERBERT
APPLICANT	BDO CANADA LIMITED, in its capacity as receiver and manager of APEX NUTRI- SOLUTIONS INC., 2175551 ALBERTA LTD., and certain property of MURRAY HERBERT AND CAROLYN HERBERT
DOCUMENT	RECEIVER'S CLOSING CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 rd Avenue S.W. Calgary, Alberta T2P 0B4 Phone: 403.693.5420 Fax: 403.508.4349 Attention: Ryan Zahara File: 0128056.00009

RECITALS

- A. Pursuant to an Order of the Honourable Justice C.D. Simard of the Court of King's Bench of Alberta (the "**Court**") dated April 2, 2025, BDO Canada Limited, was appointed as the receiver (the "**Receiver**") over certain property of Murray Herbert and Carolyn Herbert (collectively, the "**Debtors**").
- B. Pursuant to an Order of the Court granted by the Honourable Justice D. R. Mah dated April 17, 2025, the Court approved a tender-sale agreement dated April 14, 2025 (the "**Tender-Sale Agreement**") between the Receiver and CLH Law pursuant to which one or more tender transactions may be completed (the "**Tender Transactions**").

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

THE RECEIVER CERTIFIES the following:

1. The Receiver entered into a purchase and sale agreement dated May 7, 2025 with _____ (the "**Purchaser**") for the purchase of the following parcel(s) of land:

MERIDIAN 4 RANGE 20
TOWNSHIP 43 SECTION 24 QUARTER
NORTH EAST EXCEPTING THEREOUT
ALL MINES AND MINERALS AERA:
64.7 HECTARES (160 ACRES) MORE OR LESS

OR

MERIDIAN 4 RANGE 20
TOWNSHIP 43 SECTION 26 QUARTER
SOUTH EAST CONTAINING 64.7 HECTARES (160 ACRES)
MORE OR LESS EXCEPTING THEREOUT:
2.53 HECTARES (6.25 ACRES) MORE OR
LESS AS SHOWN ON RAILWAY PLAN 1983AJ AND BEING
TAKEN FOR RIGHT OF WAY OF THE CANADIAN NORTHERN RAILWAY
COMPANY
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(the "**Purchased Land**")

2. The Tender Transaction for the Purchased Land(s) has been completed to the satisfaction of the Receiver.

3. This Certificate was delivered by the Receiver at _____ on the ____ day of _____, 2025.

BDO CANADA LIMITED, in its capacity as receiver and manager of APEX NUTRI-SOLUTIONS INC., 2175551 ALBERTA LTD., and certain property of MURRAY HERBERT AND CAROLYN HERBERT and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule "B" - Encumbrances

PARCEL #1 (NE 24-43-20-W4) ENCUMBRANCES

Registration Number	Date	Particulars
092 110 163	14/04/2009	MORTGAGE MORTGAGEE - DOUG HERBERT 7232 33 AVE EDMONTON ALBERTA T6K1K3 ORIGINAL PRINCIPAL AMOUNT: \$260,000
192 140 364	24/06/2019	MORTGAGE MORTGAGEE - ATB FINANCIAL. 8008-104 ST EDMONTON ALBERTA T6E4E2 ORIGINAL PRINCIPAL AMOUNT: \$1,100,000
192 140 365	24/06/2019	MORTGAGE MORTGAGEE - ATB FINANCIAL. 8008-104 ST EDMONTON ALBERTA T6E4E2 ORIGINAL PRINCIPAL AMOUNT: \$1,100,000
192 152 934	03/07/2019	POSTPONEMENT OF MORT 092110163 TO MORT 192140365

PARCEL #2 (SE 26-43-20-W4) ENCUMBRANCES

Registration Number	Date	Particulars
182 064 642	16/03/2018	MORTGAGE MORTGAGEE - ATB FINANCIAL. 100, 2018 SHERWOOD DRIVE SHERWOOD PARK ALBERTA T8A5V3 ORIGINAL PRINCIPAL AMOUNT: \$450,000
192 140 364	24/06/2019	MORTGAGE MORTGAGEE - ATB FINANCIAL. 8008-104 ST EDMONTON ALBERTA T6E4E2 ORIGINAL PRINCIPAL AMOUNT: \$1,100,000
192 140 365	24/06/2019	MORTGAGE MORTGAGEE - ATB FINANCIAL. 8008-104 ST EDMONTON ALBERTA T6E4E2 ORIGINAL PRINCIPAL AMOUNT: \$1,100,000

Schedule "C" – Permitted Encumbrances

PARCEL #1 (NE 24-43-20-W4) PERMITTED ENCUMBRANCES

Registration Number	Date	Particulars
Nil.	Nil.	Nil.

PARCEL #2 (SE 26-43-20-W4) PERMITTED ENCUMBRANCES

Registration Number	Date	Particulars
752 158 005	03/11/1975	UTILITY RIGHT OF WAY GRANTEE - BATTLE RIVER NATURAL GAS CO-OP LTD.
902 243 866	17/08/1990	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - SHACKLETON EXPLORATION LTD. ATTN: LAND DEPARTMENT 2400, 520-5 AVE SW CALGARY ALBERTA T2P3R7

PARCEL #1 AND PARCEL #2, PERMITTED ENCUMBRANCES:

1. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other Person and any implied conditions set out in the *Land Titles Act (Alberta)* as amended, replaced or restated from time to time or any other similar applicable law;
2. Encumbrances given as security to a public utility or any governmental authority when required in the ordinary course of business;
3. All rights reserved to or vested in any governmental authority pursuant to applicable law to control or regulate the Lands in any manner, including any unregistered, undetermined or inchoate liens, levies or claims in favour of the Crown, any province or municipality or any other governmental authority;
4. Rights of expropriation, access or use or any similar right conferred or reserved by any applicable law;
5. Applicable municipal by-laws, development agreements, subdivision agreements, site plan agreements, servicing or industrial agreements, utility agreements, cost sharing reciprocal agreements and building and zoning restrictions and other similar agreements;
6. Any easements, servitudes, rights-of-way, licences, agreements, restrictions that run with the land (including, without limitation, easements, rights-of-way and agreements for railways, sewers, drains, gas and water mains or electric light and

power or telephone, telecommunications or cable conduits, poles, wires and cables);

7. Encumbrances which will be vested out or discharged at closing pursuant to the Sale Approval and Vesting Order of the Court;
8. Encumbrances permitted or created pursuant to the terms of this Agreement, including the Lease between the Vendor and Purchaser; and
9. Any informal lease agreements or use arrangements as may exist on the Closing Date between the Vendor and any third parties, including without limitation the use of the Lands for keeping beehives.