

COURT FILE NUMBER 2401-01216

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ATB FINANCIAL

RESPONDENTS APEX NUTRI-SOLUTIONS INC., 2175551
ALBERTA LTD., STEVEN HERBERT,
DAVID HERBERT, MURRAY HERBERT
AND CAROLYN HERBERT

DOCUMENT **FIRST REPORT OF THE INTERIM
RECEIVER
BDO CANADA LIMITED
MARCH 24, 2025**

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**FIRST REPORT OF THE INTERIM RECEIVER
BDO CANADA LIMITED
MARCH 24, 2025**

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INTRODUCTION

1. On February 20, 2025 (the “**Interim Receivership Date**”), the Court of King’s Bench of Alberta (the “**Court**”) granted an Order (the “**IR Order**”) appointing BDO Canada Limited (“**BDO**”) as the interim receiver (the “**Interim Receiver**”) of Apex Nutri-Solutions Inc. (“**Apex**” or the “**Company**”). A copy of the IR Order is attached as **Appendix “A”**.
2. The IR Order stipulates that unless otherwise ordered by the Court, the date of termination of the Interim Receivership (the “**Termination Date**”) shall be the earliest of:
 - (a) The taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the *Bankruptcy and Insolvency Act* (the “**BIA**”);
 - (b) The taking of possession by a trustee of the Debtor’s Property over which the interim receiver was appointed; and
 - (c) March 14, 2025, unless the Termination Date is extended or renewed by further Order of this Court prior to the expiry date.
3. The IR Order also contained a provision that the Company was directed not to continue purchasing broiler chickens in respect of the operations and any broiler chickens currently being raised shall be the last flock purchased by the Debtor during the pendency of the terms of the Interim Receivership Order.
4. Upon an *ex-parte* application submitted by ATB, on March 14, 2025, the Court granted a further Order (the “**IR Extension Order**”) extending the Termination Date as defined in the Interim Receivership Order to April 2, 2025. A copy of the IR Extension Order is attached as **Appendix “B”**.
5. The purpose of this report (the “**Interim Receiver’s Report**”) is to provide the Court with:
 - (a) background information on the Company, including a summary of its assets and liabilities, and details of the Company’s operations which had materially ceased prior to or as of the Interim Receivership Date as further described herein;
 - (b) the Interim Receiver’s assessment on the viability of the Company’s Broiler Chicken Operation (defined later herein) or residual operations;
 - (c) details of the Company’s 13-week cash flow forecast prepared in accordance with the Interim Receivership Order;

- (d) an update with respect to the Interim Receiver’s monitoring of the Company’s financial affairs under the terms of the Interim Receivership Order; and
 - (e) a summary of the material activities of the Interim Receiver since the Interim Receivership Date.
6. In addition to the granting of the IR Order, the Court also granted a Receivership Order appointing BDO Canada Limited as Receiver of 2175551 Alberta Ltd. (“**217 AB**”), which as discussed below, is the entity that holds the shares to Apex.
 7. Unless otherwise indicated, capitalized terms not defined in this Interim Receiver’s Report are as defined in the Affidavit of Mr. Rehman Mulji of ATB sworn on January 5, 2025 (the “**Initial Mulji Affidavit**”), the Affidavit of Mr. Rehman Mulji sworn on February 14, 2025 (the “**Second Mulji Affidavit**”) and/or the Interim Receivership Order, as applicable. All references to currency are in Canadian dollars unless otherwise noted.
 8. This Interim Receiver’s Report, together with other information and filings regarding these proceedings, will be posted on the Interim Receiver’s website at: <http://www.bdo.ca/Apex>

TERMS OF REFERENCE

9. In preparing this Interim Receiver’s Report, the Interim Receiver has relied upon unaudited financial or other information provided by management of the Company (“**Management**”) and/or its discussions with key stakeholders, among other sources of information (the “**Information**”).
10. The Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Handbook. Accordingly, the Interim Receiver expresses no opinion or any other form of assurance in respect of the Information referred to or used in the Interim Receiver’s Report.

BACKGROUND INFORMATION

11. Based on a corporate registry search dated February 3, 2025, Apex was incorporated in the Province of Alberta on November 20, 2003 and its directors are David Herbert, Steven Herbert and Murray Herbert, and its sole shareholder is 217 AB.

12. Based on a corporate registry search dated February 3, 2025, 217 AB was incorporated on February 26, 2019. Its directors are also David Herbert, Steven Herbert and Murray Herbert, and its shareholders are Murray Herbert, Kaylin Herbert, Tammy Herbert, Steven Herbert, David Herbert and Carolyn Herbert (collectively, the “**Herberts**”).
13. In 2019, Apex was acquired by the Herberts through a share purchase from its former owners. The shares were purchased by and through 217 AB, which the Receiver understands was established solely for this purpose.
14. Following the acquisition from the former owners by the Herberts, Apex carried on business operations including crushing of canola to make canola oil and meal, extruding to make a component of animal products, roasting soybean meal for animal feed, and the raising of broiler chickens.
15. Apex subsequently encountered several financial and/or operational challenges, including a boiler malfunction, a fire incident resulting in significant damage to certain key assets used in operations, the inability to obtain continued insurance coverage, and other market factors, which disrupted business operations, negatively impacting the Company, and ultimately leading to the cessation of all business segments other than the Broiler Chicken Operation (as defined and discussed below).
16. Additional background information on the Company and events leading up to the Interim Receivership Date are provided in the Initial Mulji Affidavit.

OPERATIONS

Historical Operations

17. Management advises that a fire incident at the Company’s premises in approximately March 2022 caused significant damage to both the feed mill facility and the equipment used in the extrusion and roasting processes, forcing the Company to cease the extrusion and roasting operations.
18. Subsequently, the canola crushing segment ceased in approximately July 2023 when the Company was unable to renew its insurance or obtain a new policy, leading to the termination of this operation and the dismissal of all employees except for two shareholder employees, Steven and David Herbert, who continued to manage the Broiler Chicken Operation and maintain the Apex Property (defined below).

Broiler Chicken Operation / Residual Operations

19. Following the cessation of the other business segments, the Company continued its broiler chicken operation, which involves purchasing a rotating flock of approximately 21,000 to 24,000 broiler chickens and raising them over approximately 35 to 37 days until they are mature enough for resale (the “**Broiler Chicken Operation**”). Maple Leaf Foods (“**Maple Leaf**”) is both the vendor for the chickens but also the purchaser of the grown chickens at the end of the period.
20. The Company did not own quota rights directly and would purchase the broiler chickens under chicken quotas leased by Apex. The Interim Receiver understands that one of these leases was terminated as of March 4, 2025, which would appear to be in violation of the Stay of Proceedings contained in the Interim Receivership Order but given the prohibition of the purchase of broiler chickens, together with the fact that the Interim Receiver was not appointed over the broiler chickens, as well as the broiler chickens being explicitly excluded from the terms of the Interim Receivership Order, the Interim Receiver is of the opinion that it does not have a material impact on the Apex operations during the period of the Interim Receivership. Further, based on the Interim Receiver’s discussions with the Company and a review of the “Operations Policy Manual” established by the Alberta Chicken Producers (“**ACP**”), it appears that these leased quotas are not readily assignable.
21. The Receiver understands from discussions with Management, that the number of chickens that were to be delivered to Apex was determined by the ACB, who would provide an advance placement notice to which the Company can agree or disagree, and that this placement notice is typically received and agreed to approximately four to six weeks in advance of delivery. The Company informed the Interim Receiver that a period of at least two weeks is required between flocks to minimize the risk of disease transmission, which is set by the ACB.
22. As of the date of the IR Order, the Company was between chicken broiler flocks, with the last flock delivered to Maple Leaf on, or around February 12, 2025.
23. Management advised that the Company was scheduled to receive the next flock on or around approximately February 28, 2025, however, as outlined above, the IR Order directed that the Company cease purchasing any further broiler chickens. Consequently, the Company cancelled its next order, and the Broiler Chicken Operation effectively ceased as a result.

24. The Company has advised that as a result of being prohibited from purchasing any further chickens pursuant to the IR Order, it will be unable to continue with the Broiler Chicken Operation following the Termination Date.
25. During the period of the Interim Receivership and as a result of the prohibition of Apex purchasing additional chickens, a third party expressed interest in potentially entering into a lease arrangement for the Apex barn to grow chickens purchased by that party given what was represented to the Interim Receiver to be a shortage of chicken barn space. However, following consultation with the Interim Receiver as to the potential economics of such a transaction, Management indicated serious concerns with respect to their ability to have the barn brought up to a suitable heat, and other logistical challenges to placing a flock on relatively short notice at the risk that there could be a greater proportion of chicken fatalities. Therefore, this arrangement did not proceed.
26. The Interim Receiver reviewed historical financial information provided by Management for the period April 1, 2024 to February 20, 2025, attached as **Appendix “C”** whereas prior year’s results were not reviewed in detail as they included amounts associated with the Company’s former business segments which ceased on, or prior to July 2023.
27. The Receiver has summarized these financial results in the below in an attempt to illustrate the profitability, or lack thereof, attributable to the Broiler Chicken Operation when factoring in the interest associated with the ATB indebtedness.

Income Statement (Residual Operations)	
April 1, 2024 to February 20, 2025	
Sales	
Broiler chicken revenue	\$ 659,711
Sales	22,858
House rental income	20,000
	702,569
Expenses	
Broiler chicken expenses	596,302
Insurance	69,670
Employee related expenses	57,751
Utilities	37,494
Other (property taxes, R&M, other)	17,084
	778,301
Operating income (loss)	(75,732)
Other income (expense)	
Proceeds from ATB predation	75,645
Interest and misc. other	12,585
Accrued interest on ATB indebtedness	(162,195)
Professional and legal fees	(211,589)
	(285,553)
Net income (loss)	(361,285)

28. The Interim Receiver notes the following based on its discussions with the Company:
- (a) The sales of approximately \$22,000 relate some residual oil and meal inventory sold by the Company following conclusion of that business segment;
 - (b) The “proceeds from ATB predation” included in other income (expenses) relate to previously garnished funds that were collected by ATB during the reported period; and
 - (c) The professional and legal fees included in other income (expenses) relate primarily to legal fees incurred by the Company in the events leading up to the Interim Receivership Date but also include professional fees to the Company’s payroll provider and accountant.
29. As illustrated by the above, when including the debt service payments to ATB, the Broiler Chicken Operations does not appear to be financially viable, which we understand is consistent with Management’s understanding, absent a material restructuring of the ATB indebtedness.

FINANCIAL POSITION

Assets:

30. The Company’s assets are summarized in the table below based on an internal unaudited balance sheet as of February 20, 2025, with the Interim Receiver providing additional commentary below:

Asset Description	Approximate Book Value
Cash	\$ 429,672
Receivables and deposits	27,858
Inventory	109,429
Due from related parties	145,400
Land and building	1,730,888
Other fixed assets	630,170
	\$ 3,073,416

- (a) Cash – the book value represented in the table above is the Company’s actual aggregate cash balance as of the Interim Receivership Date. This includes approximately \$414,400 held in bank accounts with ATB which are currently frozen and inaccessible by the Company and an additional \$15,300 held in accounts established by the Company with the Royal Bank of Canada. It is noted that the Company had established two bank accounts with RBC, with one appearing to have the operating name of Arable; notwithstanding this, the Company advises that all cash transactions in this Arable bank account are on account of Apex, therefore reflected in the Company’s accounting records as same. The Company ceased using this Arable bank account at the Interim Receivership Date and there is currently \$Nil cash in this account;
- (b) Receivables and deposits – this primarily relates to a goods and services tax (“GST”) refund and other miscellaneous deposits / refunds recorded in the unaudited books and records of the Company. The Company advises that all funds attributable to the sale of the last broiler chicken flock had been collected by the Company prior to the Interim Receivership Date, which based on a review of the accounting records, these funds appear to have been received on February 14, 2025;
- (c) Inventory – the Company advises that the inventory relates to miscellaneous canola inventory and spare parts. The Interim Receiver has not investigated this in detail as it is unlikely that there would be material value in any residual inventory of the Company after professional costs in the event of a sale through a Receivership;
- (d) Due from related parties – these are comprised of balances owed from the following related parties:

- i. Arable Automation (“**Arable**”) – \$38,905. Based on a corporate registry search dated March 14, 2025, Arable was incorporated in the Province of Alberta on August 28, 2023 and its sole shareholder and director is Kaylin Herbert. The Interim Receiver was advised that Arable operates as an agricultural GPS systems sales and services business and that Apex funded various start-up costs for Arable from 2024 to 2025 as illustrated by the attached account details on **Appendix “D”**. Lastly, Management advises that \$25,000 is anticipated to be repaid to Apex in May 2025 as reflected in the Cash Flow Forecast (defined and discussed later herein), which if partially repaid as communicated, would leave a balance of approximately \$14,000 due from Arable;
 - ii. Murray and Carolyn Herbert’s farm (the “**M&C Herbert Farm**”) – \$43,755. The Interim Receiver was advised that Apex had provided funding of \$60,000 to the M&C Herbert Farm in November 2024 to assist with liquidity constraints, with approximately \$16,200 in offsetting entries recorded as illustrated on the attached **Appendix “E”**. As discussed below, this balance listed at the Interim Receivership Date was repaid in full to Apex on March 5, 2025;
 - iii. 217 AB – \$62,740. Management advises that Apex provided funds to 217 AB, which intercompany amounts are deemed to be uncollectible given the receivership of 217 AB and the Interim Receiver’s understanding that other than the shares of Apex, 217 AB has negligible other assets;
- (e) Land and building – this includes the real property owned by Apex, municipally described as 19543 TWP RD 440, Edberg, Alberta and legally described as follows:

PLAN 1820044
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 8.53 HECTARES (21.08 ACRES) MORE OR LESS (hereafter the
“**Apex Lands**”).

The Apex Lands encompass approximately 21 acres of bare land and includes the following structures/buildings:

- i. An approximate 3,620 square foot feed mill facility (built between 2006–2012), which was used for the canola pressing, milling, and extrusion processes previously conducted by the Company. As a result of the fire incident, certain processing equipment and parts of the outside building structure, were significantly damaged, such that the Company was forced to cease two of its business segments. The Company had purchased certain panelling to repair the outside of this facility, however, these panels were never installed, and no further remediation work was completed to repair any of the fire damage to the feed facility;
 - ii. An approximate 14,520 square foot poultry broiler barn (built in 1996), with adjacent feed storage, custom built for the Broiler Chicken Operation;
 - iii. Two dwellings where two shareholders/employees and their families currently reside. One is approximately 2,610 square feet and the other is approximately 1,948 square feet which the Interim Receiver has been advised that there is no formal tenancy agreement between the parties; and
 - iv. An approximate 2,960 square foot storage shed; and
- (f) Other fixed assets – this includes various grain storage bins and tanks located at the Apex Lands, and various trucks, tractors and other farming type equipment owned by the Company which were formerly used in operations.

Liabilities

31. Based on the Initial Mulji Affidavit, as of January 2, 2025, ATB is owed approximately \$3,530,160 plus accruing interest and costs. To secure this indebtedness, ATB was granted various security interests over the assets of Apex and 217 AB and guarantees from David Herbert, Murray Herbert and Carolyn Herbert secured by certain personal property of the guarantors.
32. Based on a personal property registry search dated February 3, 2025, there are no other parties registered as having a security interest in the personal property of Apex. Furthermore, based on a review of a copy of title for the Apex Lands dated March 12, 2025, there are no other creditors that have registered an interest on the Apex Lands.

33. As of the date of this Interim Receiver's Report and based on its discussions with the Company and a review of the information provided by the Company, the Interim Receiver is not aware of any priority amounts owed in respect of outstanding wages, GST, source deductions and property taxes. However, approximately \$8,500 may be owed in respect of vacation pay to the two shareholder employees.
34. Based on the Company's unaudited books and records, approximately \$331,171 is owed to the Company's unsecured creditors. The most material unsecured creditor appears to be a creditor listed as Ace in the Hole, which is owed approximately \$125,000, with the balance owed to approximately 10 other unsecured creditors. The Interim Receiver understands that none of these unpaid suppliers, who may also be considered a "farmer" under the BIA, had delivered goods to the Company within the last 15 days, such that any would have a priority claim under section 81.2 of the BIA if a receiver or trustee were appointed over the Company.

CASH FLOW FORECAST

35. The Company, with the assistance of the Interim Receiver, prepared a 13-week cash flow forecast from February 23, 2025 to May 24, 2025 (the "**Cash Flow Forecast**"), a copy of which is attached as **Appendix "F"**, and is based on the following material assumptions:
 - (a) As noted above, the Company was in between chicken flocks as of the Interim Receivership Date. Further, pursuant to the IR Order, the Company was prohibited from purchasing additional broiler chickens. Accordingly, the Cash Flow Forecast does not include any forecast receipts or disbursements specific to Broiler Chicken Operation;
 - (b) The projected receipts from related parties relate to repayment of the amount owing by the M&C Herberts Farm (approximately \$44,000) and a partial repayment of the amount owing by Arable (approximately \$25,000, leaving an approximately \$14,000 balance remaining from this related party);

- (c) The projected disbursements relate to amounts viewed as critical to maintaining the Apex Lands and/or necessary to preserve ongoing enterprise value. The Interim Receiver notes that Steven and David Herbert both live on the property and accordingly each owe monthly rent to Apex of approximately \$1,000. However as mentioned earlier, both are also employees of Apex and earn nominal income in respect of these duties which effectively offsets rent and utilities payable by them to Apex;
 - (d) Beginning cash balance is the Company's cash balance at that date, excluding the funds with ATB which were previously frozen prior to the Interim Receivership Date; and
 - (e) The Cash Flow Forecast does not include the monthly debt service payments to ATB which total approximately \$24,700. The Interim Receiver understands that Apex has not been servicing this debt since approximately October 2023.
36. The Company initially proposed to pay certain expenses incurred by Apex prior to the Interim Receivership Date. However, in consultation with the Interim Receiver, these proposed expenditures were not viewed as critical payments necessary to preserve ongoing enterprise value. Accordingly, these amounts were not paid during the period of the IR Order.
37. The Receiver has prepared a forecast to actual analysis below indicating that there was not a material deviation from the Cash Flow Forecast, largely due to the limited activity of Apex during the forecast period.

MONITORING

38. Pursuant to the IR Order, the Interim Receiver established a monitoring protocol. The Company would supply the Interim Receiver with banking transaction reports and other information on a weekly basis and would submit expenses for prior approval by the Interim Receiver. Furthermore, the Interim Receiver compared the actual cash receipts and disbursements relative to the Cash Flow Forecast.
39. The Interim Receiver notes that the Company was very cooperative in the requests made by the Interim Receiver and in the supply of information pursuant to the Interim Receivership Order.
40. The table below compares the Company's actual results relative to the same period included in the Cash Flow Forecast:

Forecast to Actual Results February 23, 2025 to March 15, 2025	FORECAST	ACTUAL	VARIANCE
Receipts			
From related parties	\$ 44,788	\$ 44,788	\$ -
	44,788	44,788	-
Disbursements			
Utilities	5,318	5,318	-
Insurance	6,792	5,040	1,752
Other	659	531	128
	12,769	10,889	1,880
Net cash inflow (outflow)	32,019	33,899	(1,880)
Cash - beginning	15,284	15,284	-
Net change	32,019	33,899	(1,880)
Cash - closing	\$ 47,303	\$ 49,183	(1,880)

41. The Interim Receiver notes the following:
- (a) The amount due from M&C Herberts Farm was repaid on March 5, 2025 as reflected above; and
 - (b) The variance in respect of insurance is due to a timing difference, as the forecasted insurance payment was withdrawn from the Company's bank account on March 17, 2025.

ACTIVITIES OF THE INTERIM RECEIVER

42. The Interim Receiver's material activities since the Interim Receivership Date have included, *inter alia*:
- (a) attending the Apex Lands shortly following the Interim Receivership Date to tour the premises, take photos, and meet with representatives of the Company;
 - (b) conducting various meetings with management of the Company to gain an understanding of the Company, former ceased operations, and the Broiler Chicken Operation, as well as discuss other matters related to the Interim Receivership;
 - (c) preparing an information request list and reviewing various financial and other information submitted by the Company;
 - (d) assisting with the preparation of and reviewing the Cash Flow Forecast prepared by the Company;
 - (e) establishing a monitoring protocol and monitoring the Company's financial affairs in accordance with the IR Order;

- (f) corresponding with key stakeholders, being ATB, the Herberts, and/or respective legal counsel, as applicable; and
- (g) attending to various other administrative items in relation to the interim receivership.

PROFESSIONAL FEES

- 43. The Interim Receiver and its counsel will be providing an update on its fees in a supplemental report to be filed in advance of the termination of the Interim Receivership proceedings.

NEXT STEPS

- 44. The Interim Receiver understands that a further application is set for April 2, 2025, in respect of certain elements of ATB's February 20, 2025 application to the Court which were adjourned. The Interim Receiver further understands that ATB is intending to seek the appointment of BDO as receiver and manager ("**Receiver**") over Apex. Should the Court grant ATB's requested relief, BDO has provided its consent to act as Receiver.

All of which is respectfully submitted this 24th day of March, 2025.

BDO Canada Limited

In its capacity as Interim Receiver of Apex-Nutri Solutions
and not in its personal capacity.



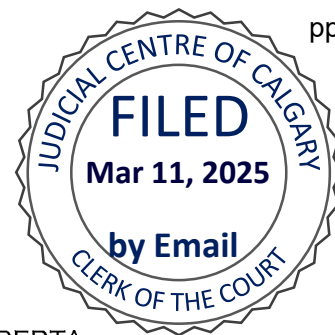
Per:

Kevin Meyler, CA, CIRP, LIT
Senior Vice President



Breanne Scott, CPA, CIRP, LIT
Vice President

APPENDIX “A”



COURT FILE NUMBER 2401-01216

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT **ATB FINANCIAL**

RESPONDENTS **APEX NUTRI-SOLUTIONS INC., 2175551 ALBERTA LTD., STEVEN HERBERT, DAVID HERBERT, MURRAY HERBERT AND CAROLYN HERBERT**

DOCUMENT **INTERIM RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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Attention: Derek Pontin
 Email: derek.pontin@dentons.com
 Ph. (403) 268-6301 Fx. (403) 268-3100
 File No.: 141950-262

DATE ON WHICH ORDER WAS PRONOUNCED: February 20, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice C.D. Simard

UPON the application of ATB Financial (the "**Lender**") in respect of Apex Nutri-Solutions Inc. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Rehman Mulji sworn January 5, 2025; **AND UPON** reading the consent of BDO Canda Limited to act as interim receiver ("**Interim Receiver**") of the Debtor, to be filed; **AND UPON** reading or hearing read the Affidavit of Service; **AND UPON** hearing counsel for the Lender and counsel for the Debtor;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

2. Pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") and s. 13(2) of the *Judicature Act*, RSA 2000, c J-2, BDO Canada Limited is hereby appointed Interim Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"), except that the Interim Receiver is not appointed and is not required to take any steps in respect of any of the broiler chickens located on or within the Property and that care and control of the broiler chickens remains with the Debtor or its principals.
3. Unless otherwise ordered by the Court, the date of termination of the Interim Receivership (the "**Termination Date**") shall be the earliest of:
 - (a) the taking of possession of the Property by a receiver, within the meaning of subsection 243(2) of the BIA;
 - (b) the taking of possession by a trustee of the Debtor's Property over which the interim receiver was appointed; and
 - (c) March 14, 2025, unless the Termination Date is extended or renewed by further Order of this Court prior to the expiry date.
4. Absent further Order of this Court, the Interim Receiver shall not operate, manage or carry on the business of the Debtor, with the exception of the rights, duties and powers set out herein.

RECEIVER'S POWERS

5. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to monitor the Debtor's receipts and disbursements, including all monies, and accounts, the Debtor's business and dealings with the Property, including, without limitation, the right to access all Records, and other information, computers, data, electronic or cloud-stored data, databases, or documents relating to the operations and finances, including, without limiting the generality of the foregoing, having direct access to the Debtor's accounting records, programs, banking statements, records and online banking data;
 - (b) to engage consultants, contractors, appraisers, agents, experts, auditors, accountants, managers, legal counsel and such other persons from time to time and on whatever basis including on a temporary basis, to assist with the exercise of the Interim Receiver's rights, powers and duties, including without limitation those conferred by this Order;
 - (c) to report to, meet with and, discuss with such affected Persons (as defined below) including (without limitation) the Lender, as the Interim Receiver deems appropriate all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable. The information may expressly be shared with the Lender for the purpose of enforcing any rights or remedies with respect to the Property, which may include the solicitation of offers with respect to Property subject to any security held by the Lender.

- (d) to work with the Debtor, or any agent appointed by the Interim Receiver in respect of the Debtor, to prepare and update a rolling 13-week cash flow forecast and to administer a funding request model for the periodic submission and approval of necessary expenditures, to be reviewed and approved by the Interim Receiver in its discretion, with reference to the Debtor's critical operational requirements and preservation of enterprise value;
- (e) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (f) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Interim Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Interim Receiver in its capacity as Interim Receiver of the Debtor and not in its personal capacity;
- (g) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor; and
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

- 6. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request.
- 7. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away

copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

8. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.
9. The Debtor is hereby directed not to continue purchasing broiler chickens in respect of the operations and any broiler chickens currently being raised shall be the last flock purchased by the Debtor during the pendency of the terms of the Interim Receivership Order.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

10. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

11. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 10; and (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

12. All rights and remedies of any Person, whether judicial or extra judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or, the Interim Receiver, or affecting the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtor is a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtor, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtor be replaced as operator pursuant to any such agreements without further order of this Court provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
13. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Interim Receiver at the first available opportunity.

NO INTERFERENCE WITH THE INTERIM RECEIVER

14. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Interim Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

15. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor;

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or the Interim Receiver or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Debtor, or as may be ordered by this Court; provided, however, that in the event that all presently appointed directors of the Debtor resign as directors of the Debtor, or the board of directors of the Debtor is otherwise unable, refuses, or fails to act, the Interim Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

16. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the "**Post Interim Receivership Accounts**") and the monies standing to the credit of such Post Interim Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

17. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Interim Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
18. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Interim Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors..

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. (a) Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

- (i) before the Interim Receiver's appointment; or
 - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph 19 exempts a Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Interim Receiver to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

20. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Interim Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

INTERIM RECEIVER'S ACCOUNTS

21. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Interim Receiver and counsel to the Interim Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$150,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Interim Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Interim 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.
22. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
23. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

24. The Interim Receiver is at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including professional fees and interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, 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 Interim Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
25. Neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. The Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
27. The monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

28. The Interim Receiver shall be allowed to repay any amounts borrowed by way of Interim Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

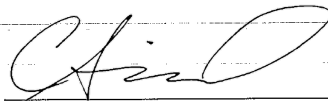
29. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Interim Receiver's Charge and Interim Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

30. The Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
31. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Interim 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. The Interim Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
31. Nothing in this Order shall prevent the Interim Receiver from acting as a receiver, receiver and manager or a trustee in bankruptcy of the Debtor.
32. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Interim 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 orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Interim Receiver in any foreign proceeding, or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
33. The Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
34. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor client full indemnity basis, to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
35. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

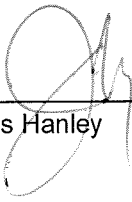
WEBSITE

36. The Interim Receiver shall establish and maintain a website in respect of these proceedings and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Interim Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
37. 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 or otherwise served with notice of 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 Interim Receiver's Website and service on any other person is hereby dispensed with.
38. 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.



Justice of the Court of King's Bench of Alberta

**APPROVED AS TO FORM AND CONTENT BY
MACDONALD HANLEY AS COUNSEL FOR THE
RESPONDENTS:**



Per: James Hanley

SCHEDULE "A"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT _____

1. THIS IS TO CERTIFY that BDO Canada Limited, interim receiver (the "**Interim Receiver**") of all of the assets, undertakings and properties of Apex Nutri-Solutions Inc., appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the ____ day of _____, 2025 (the "**Order**") made in action number 2401-01216, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

BDO CANADA LIMITED solely in its capacity as interim receiver of all of the assets, undertakings and properties of **APEX NUTRI-SOLUTIONS INC.** and not in its personal or corporate capacity

Per: _____

Name:

Title:

APPENDIX “B”

Clerk's Stamp:

COURT FILE NUMBER 2401-01216

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ATB FINANCIAL

RESPONDENTS APEX NUTRI-SOLUTIONS INC., 2715551 ALBERTA LTD., STEVEN HERBERT, DAVID HERBERT, MURRAY HERBERT AND CAROLYN HERBERT

DOCUMENT **INTERIM RECEIVERSHIP EXTENSION ORDER**

CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attn: Derek Pontin
Ph. (403) 268-6301 Fx. (403) 268-3100
Email: derek.pontin@dentons.com
File No.: 141950-262/292

DATE ON WHICH ORDER WAS PRONOUNCED: March 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: C.D. Simard

UPON the Application of ATB Financial (the "**Lender**"); **AND UPON** reviewing the interim receivership order granted by the Honourable Justice C.D. Simard on February 20, 2025 (the "**Interim Receivership Order**") appointing BDO Canada Limited (the "**Interim Receiver**") as interim receiver of Apex Nutri-Solutions Inc. (the "**Company**"), **AND UPON** noting the consent hereto of the Lender and the Company;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Application for this Order is dispensed with.

2. The Termination Date, as defined at paragraph 3 of the Interim Receivership Order, is hereby extended to April 2, 2025.


Justice of the Court of King's Bench of Alberta

APPENDIX “C”

Apex Nutri-Solutions Inc.
Profit & Loss
 1 April 2024 through 20 February 2025

	1 Apr '24 - 20 Feb 25
Ordinary Income/Expense	
Income	
4000 · Sales	22,857.70
4040 · Chicken Income	657,711.15
4041 · Chicken Manure Income	2,000.00
4600 · House Rental Income	20,000.00
4920 · Interest Income	9,123.34
4960 · Other Income	3,753.50
Total Income	715,445.69
Cost of Goods Sold	
5000 · Cost of Goods Sold	47,260.55
Total COGS	47,260.55
Gross Profit	668,185.14
Expense	
5503 · Yard Repairs	343.20
5507 · Mill Repairs	3,084.53
5510 · Repairs Expenses	334.00
5540 · Machinery Repairs	284.21
5550 · Custom Work Expense	300.00
5565 · Chicken Feed Expense	260,951.39
5566 · Chicken Quota Lease Expense	117,824.36
5567 · Chicken Catching Expense	15,704.78
5568 · Chick/Poult Expense	144,892.38
5569 · Other Chicken Expense	9,668.36
5711 · Salaries Expense	55,431.60
5712 · CPP Employer Expense	2,224.14
5716 · Diesel	95.24
5808 · ATB Line of Credit Interest	0.00
5815 · Property taxes	11,136.22
5816 · Manulife Life Insurance	941.52
5817 · RBC Disability Insurance	1,614.80
5820 · Professional Fees	115,209.39
5850 · Office Supplies	769.29
5861 · Telephone-2176	555.82
5862 · Power	19,619.85
5863 · Natural Gas	16,549.19
5882 · Lawyers fees	96,379.13
5890 · Bank Charges	1,593.57
5891 · Credit Card Interest Charges	8.60
5894 · Accrued Interest	162,194.95
5897 · Vendor & Other Interest Expense	291.38
5900 · Insurance	67,113.41
Total Expense	1,105,115.31
Net Ordinary Income	(436,930.17)
Other Income/Expense	
Other Income	
4961 · Proceeds of ATB Predation	75,644.68
Total Other Income	75,644.68
Net Other Income	75,644.68
Net Income	(361,285.49)

APPENDIX “D”

Summary of Due to/from Arable Automation

	Debit	Credit	Balance
2023 Opening Balance	-	-	-
2024 Fiscal Transactions			
Inventory purchased for Arabale Automation	9,072.88	-	9,072.88
Inventory purchased for Arabale Automation	2,055.35	-	11,128.23
Bank Fees	2.54	-	11,130.77
Inventory purchased for Arabale Automation	31,769.20	-	42,899.97
Corporate fees	889.88	-	43,789.85
Corporate fees	285.00	-	44,074.85
Website	264.60	-	44,339.45
Misc	212.68	-	44,552.13
Misc	40.40	-	44,592.53
Misc	73.92	-	44,666.45
	44,666.45	-	44,666.45
2025 Fiscal Transactions			
Fuel	145.87		44,812.32
Proceeds of sales credited to Apex		(8,500.00)	36,312.32 *
Fuel	64.29		36,376.61
Tools/Equipment	39.06		36,415.67
Proceeds of sales credited to Apex		(8,500.00)	27,915.67 *
Tools/Equipment	27.26		27,942.93
Fuel	139.75		28,082.68
Fuel	33.59		28,116.27
Inventory purchased for Arabale Automation	21,201.60		49,317.87
Fuel	162.81		49,480.68
Fuel	40.00		49,520.68
Misc	21.07		49,541.75
Misc	11.30		49,553.05
Misc	150.00		49,703.05
Arable providing services to Apex	-	(63.51)	49,639.54
Arable providing services to Apex	-	(360.36)	49,279.18
Arable providing services to Apex	-	(485.10)	48,794.08
Arable providing services to Apex		(444.99)	48,349.09
Misc	70.42		48,419.51
Misc	485.10		48,904.61
Cash flow loan to Apex	-	(10,000.00)	38,904.61
Closing balance Feb 2025	22,592.12	(28,353.96)	38,904.61

* "the proceeds of sales credited to Apex" were confirmed as collected by Apex based on a review of Apex's bank statements

APPENDIX “E”

Summary of Due to/from M&C Herbert Farm

	Debit	Credit	Balance
2023 Fiscal Opening Balance	-	-	-
Cash flow loan from Farm LOC		(20,000.00)	-
Cash flow loan from Farm LOC		(10,000.00)	-
Repay Loan from Farm LOC	30,000.00		-
	<u>30,000.00</u>	<u>(30,000.00)</u>	-
 2024 Fiscal Transactions			
Pay off amounts due to Murray for Jan/23	-	(6,364.48)	(6,364.48)
Pay off amounts due to Murray for Feb/23	-	(6,064.48)	(12,428.96)
Pay off amounts due to Murray for Mar/23	-	(6,381.43)	(18,810.39)
Balance of amounts due from farm this month	4,222.66	-	(14,587.73)
Balance of amounts due from farm this month	4,558.78	-	(10,028.95)
Balance of amounts due from farm this month	5,719.62	-	(4,309.33)
Balance of amounts due to farm this month	-	(75.93)	(4,385.26)
Balance of amounts due from farm this month	483.42	-	(3,901.84)
Prepayment for ATB Mastercard	-	(4,683.29)	(8,585.13)
For Mastercard prepayment	4,683.29	-	(3,901.84)
For interest payments	37,269.69	-	33,367.85
For partial payments on loans	-	(36,269.69)	(2,901.84)
For partial payment on loan	-	(1,000.00)	(3,901.84)
Amounts due to Murray for regular items this month	-	(1,141.25)	(5,043.09)
For partial payments on loans	-	(8,000.00)	(13,043.09)
For interest payments	8,000.00	-	(5,043.09)
Amounts due to the farm this month	-	(1,459.25)	(6,502.34)
Balance of amounts due from farm this month	7,939.58	-	1,437.24
Amounts due to the farm this month	-	(466.25)	970.99
Amounts due to the farm this month	-	(91.22)	879.77
Amounts due to the farm this month	-	(427.41)	452.36
Amounts due to the farm this month	-	(106.97)	345.39
	<u>72,877.04</u>	<u>(72,531.65)</u>	345.39
 2025 Fiscal Transactions			
Amounts due to the farm this month	-	(399.57)	(54.18)
Canola Meal	347.8	-	293.62
Commisioner of Oaths fee	-	(24.15)	269.47
Amounts due to the farm this month	-	(86.98)	182.49
Amounts due to the farm this month	-	(416.98)	(234.49)
Amounts due to the farm this month	-	(429.47)	(663.96)
Amounts due to the farm this month	-	(99.47)	(763.43)
Amounts due to the farm this month	-	(429.47)	(1,192.90)
Materials	403.20	-	(789.70)
Materials	41.79	-	(747.91)
Amounts due to the farm this month	-	(99.47)	(847.38)
Cash flow loan to M&C Herbert Farm	60,000.00	-	59,152.62
Amounts due to the farm this month	-	(450.47)	58,702.15
Amounts due to the farm this month	-	(480.47)	58,221.68
Inventory	-	(7,471.17)	50,750.51
Amounts due to the farm this month	-	(99.47)	50,651.04
Misc	-	(100.00)	50,551.04
Payment on loan	-	(5,100.00)	45,451.04
Inventory	-	(1,695.83)	43,755.21
Closing balance Feb 2025	<u>60,792.79</u>	<u>(17,382.97)</u>	43,755.21

APPENDIX “F”

APEX NUTRI - SOLUTIONS Inc.
13 Week Cash Flow forecast

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total
Week beginning	23-Feb-25	2-Mar-25	9-Mar-25	16-Mar-25	23-Mar-25	30-Mar-25	6-Apr-25	13-Apr-25	20-Apr-25	27-Apr-25	4-May-25	11-May-25	18-May-25	(forecast)
Receipts														
Due from Related Parties		44,788									25,000			69,788
	-	44,788	-	-	-	-	-	-	-	-	25,000	-	-	69,788
Disbursements														
Direct wages	100	100				100				100				400
Professional fees	86	26		594		26				26				758
Interest and bank charges	116	20				120				120				376
Insurance		4,893	1,899				4,893	1,899		4,400	4,893	1,899		24,776
Utilities -gas & power	2,206		3,112		2,172		2,000		2,000		700			12,190
Employee benefits	45	45				45				45				180
Accounting Software subscription	40					40				40				120
Telephone	60					60				60				180
Accountant Fees				1,500										1,500
Animal care audit				604										604
Waste Disposal Bin		21				21				56				98
ATB Debt Servicing														-
	2,653	5,105	5,011	2,698	2,172	412	6,893	1,899	2,000	4,847	5,593	1,899	-	41,182
Net cash inflow (outflow)	(2,653)	39,683	(5,011)	(2,698)	(2,172)	(412)	(6,893)	(1,899)	(2,000)	(4,847)	19,407	(1,899)	-	28,606
Cash - beginning	15,284	12,631	52,314	47,303	44,605	42,433	42,021	35,128	33,229	31,229	26,382	45,789	43,890	15,284
Net change	(2,653)	39,683	(5,011)	(2,698)	(2,172)	(412)	(6,893)	(1,899)	(2,000)	(4,847)	19,407	(1,899)	-	28,606
Cash - closing	12,631	52,314	47,303	44,605	42,433	42,021	35,128	33,229	31,229	26,382	45,789	43,890	43,890	43,890