

COURT FILE NUMBER 2203-18590

COURT COURT OF KING'S BENCH OF ALBERTA

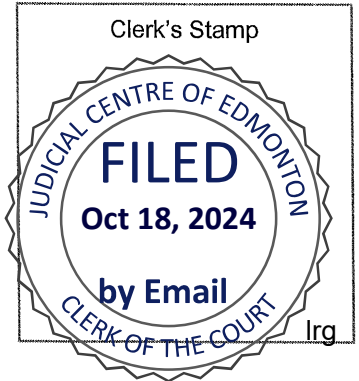
JUDICIAL CENTRE Edmonton

PLAINTIFF/DEFENDANT BY COUNTERCLAIM 182374 ALBERTA LTD.

DEFENDANT BY COUNTERCLAIM MICHAEL JAMES GANSER

DEFENDANT/PLAINTIFF BY COUNTERCLAIM MARK EDMUND HALDANE

DOCUMENT **RECEIVERSHIP ORDER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Caron & Partners LLP
 Fifth Avenue Place – West Tower
 2120, 237 – 4 Avenue S.W.
 Calgary, AB T2P 0K3
 Phone: 403-770-4023
 Fax: 403-237-0111
 Attention: Dean A. Hutchison
 Solicitors for Mark Edmund Haldane
 File No.: 61882-000

DATE ON WHICH ORDER WAS PRONOUNCED: **October 15, 2024**

LOCATION OF HEARING: **Edmonton Law Courts, Edmonton, Alberta**

NAME OF JUSTICE WHO GRANTED THIS ORDER: **THE HONOURABLE MR JUSTICE M.J. LEMA**

UPON the application of Mark Edmund Haldane (“**Mr. Haldane**”) in respect of 1823741 Alberta Ltd. (“**182**”) and 1872806 Alberta Ltd. (“**187**”) and collectively with 182, the “**Debtors**”, and each respectively a “**Debtor**”); AND UPON having read the Application filed May 28, 2024, the Affidavit of Mark Edmund Haldane sworn May 24, 2024, filed, the Affidavit of Sean Ferguson sworn December 8, 2023 filed February 22, 2024 in Court of King’s Bench of Alberta Court File Number 2101-13327, the Affidavit of Faith McNeil sworn December 12, 2023 and filed February 22, 2024 in Court of King’s Bench of Alberta Court File Number 2101-13327, the Affidavit of Service of Deloris Tondou sworn June 6, 2024, filed, the Affidavit of Lorraine Chanasyk sworn July 30, 2024, filed, the Affidavit of Michael James Ganser sworn July 30, 2024, filed, the Affidavit of Michael James Ganser sworn August 30, 2024, filed, the Affidavit of Lorraine Chanasyk sworn September 19, 2024, filed, the Affidavit of Michael James Ganser sworn September 23, 2024, filed, the transcripts of the questionings of Mark Edmund Haldane respectively conducted August 20, 2024 and September 3, 2024, filed, the Answers to Undertakings of Mark Edmund Haldane concerning the undertakings given at the questionings respectively conducted August 20, 2024

and September 3, 2024, filed, the transcripts to the questioning of Michael James Ganser respectively conducted September 10, 2024 and September 25, 2024, filed, the Answers to Undertakings of Mark Edmund Haldane concerning the undertakings given at the questionings respectively conducted September 10, 2024 and September 25, 2024, filed, the Brief of the Applicant, Mr. Haldane, dated October 4, 2024, filed, and the Brief of the Respondents, Michael James Ganser (“**Mr. Ganser**”) and 182, dated October 11, 2024, filed; AND UPON having read the Adjournment Order of the Honourable Mr. Justice M.J. Lema granted August 7, 2024, filed, and the Consent Procedural Order of the Honourable Mr. Justice M.J. Lema granted August 22, 2024, filed; AND UPON reading the consent of BDO Canada Limited to act as receiver and manager (the “**Receiver**”) of the Debtors dated May 24, 2024, filed; AND UPON hearing counsel for Mr. Haldane, counsel for Mr. Ganser and 182; counsel for the Business Development Bank of Canada, and any other counsel or other interested parties present;

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 13(2) of the *Judicature Act*, RSA 2000, c.J-2, section 99(a) and 242 of the *Business Corporations Act*, RSA 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtors’ respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). For greater certainty, the Property includes:
 - (a) all of the personal property listed in the Amended Notice of Seizure of Personal Property dated September 11, 2023 attached hereto as Schedule “A”; and
 - (b) the lands municipally described as 4 – 32532 Range Road 42, Mountain View County, Alberta, and legally described as:

Plan 0611068
Block 1
Lot 1
Excepting Thereout All Mines and Minerals
Area 3.227 Hectares (7.97 Acres) More or Less

Receiver’s Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability:
 - i. to abandon, dispose of, or otherwise release any interest in any of the Debtors' real or personal property, or any right in any immovable; and
 - ii. upon further order of the Court, to abandon, dispose of, or otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, 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 Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors,

the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$125,000.00; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) 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 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 Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;¹

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to, with leave of the Court, assign the Debtors into bankruptcy and to act as the trustee in bankruptcy of the Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (t) 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 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 Debtors, and without interference from any other Person (as defined below).

Duty to Provide Access and Co-operations to the Receiver

4. (i) The Debtors, (ii) all of their 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 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 Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the 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 Debtors, 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the 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

6 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 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.

6. 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

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

No Proceedings Against the Debtors or the Property

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors 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; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors 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 of Remedies

9. 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 Debtors or the 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, provided that nothing in this Order shall:

- (a) empower the Debtors 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 Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.

10. Nothing in this Order shall prevent any party from taking an action against the Debtors 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 Receiver at the first available opportunity.

No Interference with the Receiver

11. 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 Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court.

Continuation of Services

12. 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 Debtors, 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 Debtors,

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 Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall each be entitled to the continued use of their 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 Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

Receiver to Hold Funds

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the 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 Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

Employees

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The 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 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*, SC 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - i. before the Receiver's appointment; or

- ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a 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 Receiver to remedy any environmental condition or environmental damage affecting the Property, the 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 Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the 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 Receiver, if the order is in effect when the Receiver is appointed, by:
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the 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 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 Receiver's Liability

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the 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 Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the 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 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 Receivership

21. The Receiver be 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 \$100,000.00 (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 Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**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 Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all 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 Receiver's Certificates.
25. The Receiver shall be authorized to repay any amounts borrowed by way of 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

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

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. 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 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 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 Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The 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 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.
32. 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 Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the 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.²

Filing

34. The Receiver shall establish and maintain a website in respect of these proceedings at **www.**_____ (the "Receiver's Website") 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 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.

35. 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 Receiver's Website;

and service on any other person is hereby dispensed with.

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



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Form 5
Civil Enforcement Regulation

179015-DP-2C

Civil Enforcement Agency File Number

AMENDED Notice of Seizure of Personal Property

TO: 1823741 Alberta Ltd.
Box 2258,, Sundre AB T0M 1X0
Name and Address of Debtor

Take notice that to satisfy a claim against you for the sum of \$1,196,573.02 plus costs and related Writs, if applicable.

Business Development Bank of Canada
c/o Barristers & Solicitors Suite 3000, 700 - 9th Avenue SW, Calgary Alberta T2P 3V4
Name and Address of Creditor

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

- 1 2008 FREIGHT LINER S/N 1FUTJ6CKX 8D279865
 - 1 2007 FORD F150 S/N 1FTWXS1P97EDS0904
 - 1 2008 LOMB MAX TRAILER S/N 5L8P4202181013065
 - 1 2002 KENWORTH C500B C/N 1XKCP4TX325965682
 - 1 2010 PETER BUILT 379 S/N NXPX59X300113796
 - 1 2017 TYCOON TRAILER 53' S/N 2T9YAA2C6HD016070
 - 1 2012 DOUBLE A TRAILER S/N 2DA9C1305XT012584
 - 1 2009 FORD F150 S/N 1FTRX14889CAL3908
- ALL SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT OF ALBERTA

Addendum attached listing additional property. Yes No
Notice of Objection applicable to this seizure. Yes No

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

Dated at Sundre, Alberta, on 11 Sept 2008

[Signature]
BANK'S Signature

A. HANCOCK
Print Name

Civil Enforcement Agency



Please direct all communication to our office quoting file number 179015-DP-2C
300 001 Manning Road NE, Calgary AB T2E 7M8 Ph: 403 262-8800 Fax: 403 262-8801
Edmonton Ph: 780 448-5833 Fax: 780 448-0698

Email: calgary@cecbajll.ca / edmonton@cecbajll.ca

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

Jun 8/05

AMENDED

Notice of Seizure of Personal Property

TO: 1823741 Alberta Ltd.
Box 2258,, Sundre AB T0M 1X0
Name and Address of Debtor

Take notice that to satisfy a claim against you for the sum of \$1,196,573.02 plus costs and related Writs, if applicable.
Business Development Bank of Canada
c/o Barristers & Solicitors Suite 3000, 700 - 9th Avenue SW, Calgary Alberta T2P 3V4
Name and Address of Creditor

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

	<u>Schedule A attached</u>
	<u>all other items on site belonging to</u>
	<u>debtor to satisfy the warrant + fees.</u>

Addendum attached listing additional property. Yes No
Notice of Objection applicable to this seizure. Yes No

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

Dated at Sundre, Alberta, on 11-Sept 2021.

Thomas A. Thomas
Bailiff's Signature Print Name

Civil Enforcement Agency

Please direct all communication to our office quoting file number 179015-DP-2C



CONSOLIDATED
civil enforcement

300 801 Manning Road NE, Calgary AB T2E 7M8 Ph: 403 262-8800 Fx: 403 262-8801
Edmonton Ph: 780 448-5833 Fx: 780 448-0698

Email: calgary@ccebailiff.ca / edmonton@ccebailiff.ca

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

ADDENDUM TO NOTICE OF SEIZURE OF PERSONAL PROPERTY

1 BOEHLINGER GAPP. W/4W	1 TELESCOPIC FORKLIFT S/N
- S/N 0004790	- BLOCSIT 214170W
1 OORA RE 1225M	1 WASHN VAN TRAILER S3
- S/N N75C3403	- S/N 1JTVSS2W9ZCF793277
1 VICON PLASMA CUTTER	1 JCB 341 7047
- + COMPURE EQUIP.	- S/N JCB5A0PJTU512047
1 GRANT TST PRESS	1 JCB 612 S/N MISSING
1 HOTSIJ WASH UNIT	1 MACK LOGS CXY 613
- S/N 110958U-160444	- S/N 1M1AW07448NCC1343
1 HYD MECH MOULDER	1 2004 WESTERN STAR
1 MILLER 25L WELDING UNIT	- S/N 5NKJALLV54P8125
1 MILLER WELDING UNIT 22A	
- S/N ME340563U	
1 WELDING UNIT	
- MILLER ON SIDE UNIT	
- YELLOW BOX (PICS)	
1 PEARSON PRESS	
1 1995 TRAIL MOBILE TRAILER S3	
- S/N 1PT04K1HX59008802	
1 1996 TRAIL MOBILE TRAILER S3	
- S/N 1PT04K1HX59008194	
1 2005 VAN UTILITY TRAILER S3	
S/N 1UYV525343G099218	

Dated at SUNDRE, Alberta, this 11 day of Sept 2023

[Signature]
Baillif's Signature

A. [Signature]
Print Name

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11 Sept 2023

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Mountain View Eco-Products Schedule "A" Showings Plant Equipment List

Item Number	Date Purchased	Qty	Make	Model	Serial Number	Power	Color	Description	Value (\$)	Additional Information
44.		1	Ingersoll	65 cfa	2489628806	110v		DS50 Dry-Star refrigerant air dryer	250.00	
45.		1	Ingersoll	65 cfa	DR18812514-048682	110v		1550 Thermo-Star refrigerant air dryer	250.00	
46.		1	Kaeser	71 cfa	1811	480v		SK 15V Rotary Air Compressor	6,000.00	
47.		1	Super Dry	150 cfa	2489628806	110v		02 Desiccant dryer with auto drain	600.00	
48.		1	Atlas Copco	83 cfa	CA1383199	110v		FX 6 Refrigerant air dryer	600.00	
49.		1	Steel Fabricating & Welding Co. Limited	200 gal	5464858	-		200 PSI surge tank	250.00	
50.		1	Hoffman	71x48x24		-		PLC Cabinet and contents	250.00	
51.		1	Allen Bradley	4 Section		-		MCC in electrical room (not including 480/600 transformer - for polletier)	1,200.00	
52.		1	Hoffman	26x24x12		-		Soft start cabinet with 250 hp AB soft start - in electrical room	250.00	
53.		1	Allen Bradley	3 Section		-		MCC w/softstart	1,000.00	
54.		1	ACE	42x36x8		-		North wall green panel and contents	600.00	
55.		1	EXM	42x36x10		-		Screening tank control cabinet w/blodack VFDs	600.00	
56.		1	Hoffman	24x20x8		-		Storage tank control cabinet	600.00	
57.		2	-	-	-	-		blue tipper bins	850.00	
58.		1	-	-	-	-		blue tipper bin-larger	600.00	
59.		8	Pyro Chem	2.5 Gallon		-		Water fire extinguishers (\$50 each)	400.00	
60.		-	-	-	-	-		Pallet racking 8 frames, 30 connector beams	2,000.00	
61.		-	-	-	-	-		Lunch/Parts room and contents	4,500.00	
62.		-	-	-	-	-		Utility/tool room and contents	2,000.00	
63.		1	-	-	-	-		Value bag stacker	500.00	
64.		2	-	-	Various	-		Extra propane bottles for forklift (\$75 each)	150.00	
65.		1	Calgary Steel Tank Ltd.	1000 Gallon	H1572			1,000 gallon propane tank	2,000.00	
66.		1	-	-	-	-		Propane shed	1,500.00	

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Mountbain View Eco-Products-Schedule "A" Shavings Plant Equipment List

Item Number	Date Purchased	Qty	Make	Model	Serial Number	Power	Color	Description	Value (\$)	Additional Information
20.		1	LSI	48"x40"		n/a		Fines cyclone	280.00	
21.		1	LSI	10"x28"		2 hp		Fines discharge u-through screen conveyor	600.00	
22.		1	LSI	10"x40"		3 hp		Incline belt fines conveyor	600.00	
23.		1	LSI	18"x22"		1 hp		Coarse recovery belt conveyor	600.00	
24.		1	LSI	22"x8"		5 hp		Coarse recovery blower	600.00	
25.		1	LSI	36"x11"		25 hp		Fines bin blower w/18" piping and cyclone	3,000.00	
26.		1	LSI	30"x30"		2 hp		Extractable fine bin door belt conveyor	3,600.00	
27.		1	LSI	18"x14"		3 hp		Gross auger	1,200.00	
28.		1	LSI	16"x23"		2 hp		Screened product belt transfer conveyor	2,500.00	
29.		2	BarcoMa	30"x59" 10"x48" 19"x44"		5 hp 7.5 hp		Screened product infred incline belt conveyor Fines bin discharge tube auger conveyor	2,500.00 2,500.00	
30.		2	LSI	16"x13"		3 hp		Screened product through wall u-through screen conveyor	2,500.00	
31.		1	LSI	60"x120"x30"		-		Outside support tower.	250.00	
32.		1	LSI	18"x7"		1 hp		Platforms, ladders	250.00	
33.		2	LSI	16"x10"		3 hp		U-through screen conveyor through screen conveyor	2,500.00	
34.		1	LSI	50"x27"x26"		-		Inclined support tower, platforms, ladders	250.00	
35.		1	LSI	16"x14"		3 hp		U-through screen conveyor	1,400.00	
36.		1	Prezier	16"x30"		7.5 hp		EP600 feed incline u-through screen conveyor	3,600.00	
37.		1	Torrit-Dwy	64 bag		10371022 hp/a		64-PID baghouse, controller, air tank, ducting and niplock baghouse vacuum blower and ducting	1,200.00	
38.		1	LSI	30"x10"		7.5 hp		HP 3200 auto turntable stretch wrapper	1,200.00	yet to be delivered
39.		1	Couplins	4500 lb.		110v		W44-16 semi automatic turntable stretch wrapper (non-bp)	22,100.00	delivered
40.		1	Orion	5000 lb.		6036008 110v		HP7 semi-automatic turntable stretch wrapper	600.00	
41.		1	Orion	4000 lb.		110 v		stretch stand	3,000.00	
42.		1	LSI					151 2 stage reciprocating air compressor with tank	500.00	
43.		1	Ingersoll	50 cfm		8621162 15 hp			1,200.00	

Mountbain View Eco-Products-Schedule "A" Shavings Plant Equipment List

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Updated: March 12, 2020

Mountain View Eco-Products Schedule "A" Shavings Plant Equipment List

Item Number	Date Purchased	Qty	Make	Model	Serial Number	Power	Color	Description	Value (\$)	Additional Information
Schedule "A" Shavings Plant Equipment										
1.		1	Prater Tech	4 Station		30 hp		EA-600H Automated 110" vertical compression bagger w/auto sealer (double strip), bag plecur, discharge conveyor, dust collection, 13.5x13.5 tubes and 11x17.5 and 10x16 uppers and inserts	110,000.00	Order #10101958
2.		1	Conveying Industries, Inc.	10'x60"x58"	0599E2224	500v		low level palletizer w/PLC and gear, infeed and discharge conveyors	90,000.00	
3.		1	Signode	28"	F50557	450v		2148 overhead wrapper	10,000.00	
4.		1	Machineries Werville Inc.	3 Station		28 hp		VF389 semi-automatic 92" vertical compression bagger w/12.5x17.5 tubes and 11x17.5 and 10x16 uppers and inserts, 8.5x14.5 tubes	15,000.00	
5.		1	Parren Engineering, Inc.	24"x30"		20 hp		hydraulic horizontal baler	3,000.00	
6.		1	US Metal Works, Inc.	40 Unit		28 hp		chip bin with baffle and hydraulic pack w/bin level sensors, ladders, platforms	25,000.00	
7.		4	LSI	28 800		20 hp		stationary hydraulic power packs	3,000.00	
8.		1	Kelth	28"x96"		n/a		walking floor infeed trailer	2,100.00	
9.		3	Jiffy	116"x12"		5 hp		bio-deck metering infeeds	6,000.00	
10.		2	LSI	16"x20"		2 hp		milk run belt transfer conveyor	2,400.00	
11.		1	LSI	13"x18"		2 hp		u-trough screw transfer conveyor	1,200.00	
12.		1	LSI	10"x40"		2 hp		belt transfer conveyor	1,200.00	
13.		1	LSI	30"x50"		5 hp		milk run screener feed incline belt conveyor	3,000.00	
14.		1	Dillon	6'x14'		7.5 hp		Model 78 triple deck screener greened product collection directional u-trough screw conveyor	6,800.00	
15.		3	LSI	13"x12"		3 hp		flake collection pan u-trough screw conveyor	5,500.00	
16.		1	LSI	10"x11"		1 hp		bin screw hammermill feed conveyor	250.00	
17.		1	LSI	20"x16"		3 hp		conveyor	1,200.00	
18.		1	Prater	798 sq in.		27604	50 hp	GMPS Hammermill	5,000.00	
19.		1	Allied	28"x10"			10 hp	Hammermill vacuum blower	1,200.00	

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Mounfabri View Eco-Products Schedule "A" Shavings Plant Equipment List

Income

Item Number	Date Purchased	Qty	Make	Model	Serial Number	Power	Color	Description	Value (\$)	Additional Information
67.								All wiring and tray connected to listed equipment (does not include any building wiring)		
68.		1		Forklift					28,800.00	
69.		1		Zoonboom					58,000.00	
70.		1	Toyota	Truck Fork	13733				28,000.00	
71.		1	Vermeer	Bale Processor					20,000.00	
72.		1	2010 JCB-541	Telehandler					50,000.00	
73.		1	NI	Haybine					7,500.00	
74.		1	Case IH	Tractor	JAZ136558	H2285			95,000.00	
75.		1	2009 Krone	129B Baler	778713				50,000.00	
								Total	572,100.00	

Sale Price
 \$ 290,465.00

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SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of 1823741 Alberta Ltd. and 1872806 Alberta Ltd. appointed by Order of the Court of King's Bench of Alberta (collectively, the "Court") dated the 15th day of October, 2024 (the "Order") made in action number 2203-18590, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ that the 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 Select an Option after the date hereof at a notional rate per annum equal to the rate of Enter Rate per cent above the prime commercial lending rate of Name of Institution 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 (as defined in the Order), 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 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 Enter Address.
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 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 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 Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title: