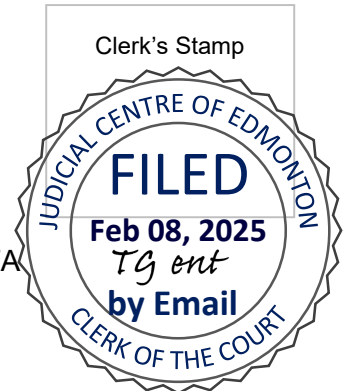


COURT FILE NUMBER	2503 00405
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF/APPLICANT	ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)
DEFENDANTS	CTA ARCHITECTURE + DESIGN LTD., CRAIG MITCHELL, and GINO BIT
RESPONDENT	CTA ARCHITECTURE + DESIGN LTD.
DOCUMENT	APPLICATION BY ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 - 3 rd Ave SW Calgary, Alberta T2P 0B4 Phone: 403.693.5420/4302 Fax: 403.508.4349 Attention: Ryan Zahara/Kyle R. Smith File: 0114153.00092



NOTICE TO RESPONDENT: CTA ARCHITECTURE + DESIGN LTD.

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Applications Judge.

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

Date	March 6, 2025
Time	3:00 p.m.
Where	Edmonton Courts Centre, 1A Sir Winston Churchill Square Edmonton Alberta T5J 0R2 Virtual Courtroom 86: https://albertacourts.webex.com/meet/virtual.courtroom86
Before Whom	The Honourable Justice Little

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

Remedy Claimed or Sought:

1. The Plaintiff/Applicant, ATB Financial (formerly Alberta Treasury Branches) ("**ATB Financial**"), seeks from this Honourable Court, an Order substantially in the form attached hereto as **Schedule "A"** granting the following relief:
 - (a) a declaration that CTA Architecture + Design Ltd. ("**CTA**", or the "**Bankrupt**") be adjudged bankrupt;
 - (b) a Bankruptcy Order pursuant to sections 42 and 43 of the *Bankruptcy and Insolvency Act*, RSC 1985, C B-3 (the "**BIA**") in respect of the property of the Bankrupt, a corporation incorporated pursuant to the laws of the Province of Alberta;
 - (c) an Order directing a licensed trustee (the "**Trustee**"), in the Province of Alberta, be appointed as the Trustee in Bankruptcy of the estate of the Bankrupt;
 - (d) an Order for costs of the within Application, to be paid out of the estate of the Bankrupt;
 - (e) an Order deeming service of this notice of Application and materials in support thereof good, valid, timely, and sufficient; and
 - (f) such further and other relief as counsel for ATB Financial may advise and this Honourable Court may deem just and appropriate.

Grounds for making this Application:

2. The Bankrupt is a corporation registered in accordance with the laws of the Province of Alberta with its registered office in the City of Edmonton, in the Province of Alberta, and has debts owing to its creditor, ATB Financial, in an amount in excess of \$1,000.00.
3. The Bankrupt has committed an act of bankruptcy within the meaning of the *BIA* within the last six months preceding the filing of this Application by ceasing to meet its liabilities generally as they become due.

The Parties

4. ATB Financial is a financial institution and Crown corporation owned by the Province of Alberta. ATB Financial is regulated entirely by the Government of Alberta under the authority of the *ATB Act*, RSA 2000, c A-45.2, and the *Alberta Treasury Branches Regulation*, Alta Reg 187/1997.
5. The Bankrupt is a corporation registered in accordance with the laws of the Province of Alberta with its registered office in the City of Edmonton, in the Province of Alberta.

The Commitment Letter

6. Pursuant to a Commitment Letter dated April 13, 2023, and accepted on May 12, 2023 (the "**Commitment Letter**"), between ATB Financial, as lender, and CTA as borrower, ATB Financial advanced funds to CTA.

The Credit Facilities

7. In accordance with the Commitment Letter, ATB Financial extended credit under the following credit facilities to CTA: (i) a Business Term Loan (the "**Business Term Loan**"); (ii) a Commercial Term Loan (the "**Commercial Term Loan**"); (iii) an Operating Loan (the "**Operating Loan**"); and (iv) a Mastercard (the "**Mastercard**", collectively with the Business Term Loan, the Commercial Term Loan, and the Operating Loan, the "**Credit Facilities**").

The Security Agreement

8. As security for all amounts owing by CTA to ATB Financial including, but not limited to, amounts owing pursuant to the Commitment Letter, CTA entered into a general security agreement executed on June 15, 2021 (the "**Security Agreement**"), in favour of ATB Financial in respect of all of CTA's present and after acquired personal property.

Defaults Under the Commitment Letter and the Security Agreement and Demands for Payment

9. Pursuant to the terms of the Commitment Letter, the Credit Facilities were payable in full by CTA on demand by ATB Financial.
10. CTA defaulted under the terms of the Commitment Letter.

11. On February 16, 2024, Krahn Engineering Ltd., KD Mechanical Consultants Ltd., KD Electrical Consultants Ltd., KG Interior Design Ltd., KM Civil Consultants Ltd., and Krahn & Associates Engineering (1996) Ltd. (collectively, the “**BC Plaintiffs**”) commenced a Court Action (the “**BC Court Action**”) against CTA in the Supreme Court of British Columbia (the “**BC Court**”).
12. On April 19, 2024 and May 17, 2024, the BC Plaintiffs filed two Notices of Application for Pre-Judgment Garnishment Orders in the BC Court Action for CTA’s accounts with ATB Financial, among other sources. As a result of the Pre-Judgment Garnishment Order, the BC Court has collected approximately \$278,000.00 of the receivables of CTA.
13. To the best of ATB Financial’s information, following the issuance of the Pre-Judgment Garnishment Order, CTA ceased its operations.
14. As a result of CTA’s breaches of the Commitment Letter and the Security Agreement, on December 12, 2024, ATB Financial demanded repayment of the amounts then owed by CTA under the Commitment Letter and the Security Agreement (the “**Demand Letter**”).
15. As of December 12, 2024, the amount due and owing by CTA to ATB Financial pursuant to the Commitment Letter and the Security Agreement was \$1,185,897.97 excluding legal costs (the “**Outstanding Indebtedness**”).
16. ATB Financial values its security over CTA at \$1,000,000.00 and believes that at least \$100,000.00 of the Outstanding Indebtedness owed to ATB Financial will be unsecured.
17. Despite the issuance of the Demand Letter, CTA failed to pay the full amount of the Outstanding Indebtedness to ATB Financial by December 23, 2024, or at all.

The Statement of Claim

18. On January 8, 2025, ATB Financial filed a Statement of Claim (the “**Statement of Claim**”) against CTA for amounts then due and owing to ATB Financial by CTA pursuant to the Commitment Letter and the Security Agreement.

Acts of Bankruptcy

19. As of the date of this Application, the Bankrupt has not paid the Outstanding Indebtedness, or any portion thereof, to ATB Financial, and the full amount of the Outstanding

Indebtedness remains due and owing by the Bankrupt to ATB Financial. Accordingly, the Bankrupt has failed to meet its liabilities as they become due and remains indebted to ATB Financial in excess of \$1,000.00.

20. To the best of ATB Financial's knowledge, the Bankrupt has limited or no remaining exigible assets over which ATB Financial can levy execution to adequately satisfy the remaining debt obligations outstanding to ATB Financial.
21. To the best of ATB Financial's information, the Bankrupt is also indebted to the BC Plaintiffs in the amount of \$877,997.37.
22. As such, the Bankrupt has failed to meet its obligations as they become due and has limited or no assets available for execution, and consequently, has committed an act of bankruptcy pursuant to sections 42 and 43 of the *BIA* within the six months preceding this Application.
23. Further, to the best of ATB Financial's knowledge, within the six months preceding this Application, the Bankrupt has committed an act of bankruptcy pursuant to sections 42(e) and 42(g) of the *BIA* by assigning and/or transferring certain of its property, to a third-party entity, ARC Studio Architecture Ltd., specifically certain property located at the Bankrupt's office in the City of Kelowna, in the Province of British Columbia.

Consent of Trustee in Bankruptcy to Act as Trustee

24. Prior to the hearing of this Application, ATB Financial will obtain and file concurrently with the Application, a Consent to Act for the Trustee, who is qualified to act as the Trustee of the property of the Bankrupt. The Trustee will have consented and agreed to act as such and will be acceptable to ATB Financial.

Material or Evidence to be Relied on:

25. The Affidavit of Rehman Mulji, affirmed on January 27, 2025.
26. Consent to Act as Trustee, to be filed.
27. Such further and other material as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- 28. Alberta Rules of Court, AR 124/2010, Part 6, Division 1.
- 29. Such further and other Rules as counsel may advise and this Honourable Court may accept.

Applicable Acts and Regulations:

- 30. Bankruptcy and Insolvency Act, RSC 1985, c B-3, sections 42 and 43.
- 31. Bankruptcy and Insolvency General Rules, CRC 1978, Rules 69 to 72 and 74 to 76.
- 32. Such further and other legislation as counsel may advise and this Honourable Court may accept.

Any irregularity complained of:

- 33. None.

How the Application is proposed to be heard:

- 34. Before the Honourable Justice Little.

WARNING

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

DATED at the City of Edmonton, in the Province of Alberta, this ____ day of January, 2025.

ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)
by its counsel, MLT AIKINS LLP

Per: _____
Ryan Zahara/Kyle R. Smith

ISSUED at the City of Edmonton, in the Province of Alberta, this ____ day of _____, 2025.

Registrar of Bankruptcy

SCHEDULE "A"

COURT FILE NUMBER 2503 00405
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF/APPLICANT ATB FINANCIAL (FORMERLY ALBERTA TREASURY BRANCHES)
DEFENDANTS CTA ARCHITECTURE + DESIGN LTD., CRAIG MITCHELL, and GINO BIT
RESPONDENT CTA ARCHITECTURE + DESIGN LTD.



DOCUMENT ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT Aikins LLP
Barristers and Solicitors
2100, 222 - 3rd Ave SW
Calgary, Alberta T2P 0B4
Phone: 403.693.5420/4302
Fax: 403.508.4349
Attention: Ryan Zahara/Kyle R. Smith
File: 0114153.00092

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER:

UPON THE APPLICATION (the "**Application**") of the Applicant, ATB Financial (formerly Alberta Treasury Branches) ("**ATB Financial**"), for a Bankruptcy Order against the Defendant/Respondent, CTA Architecture + Design Ltd. (the "**Bankrupt**"); **AND UPON** reading the materials filed by ATB Financial in respect of the Application; **AND UPON** hearing the oral submissions of counsel for ATB Financial and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Application upon the Bankrupt is deemed good, valid, timely, and sufficient.

2. The Bankrupt, CTA Architecture + Design Ltd., is adjudged bankrupt by virtue of this Bankruptcy Order hereby made on this date.
3. _____, of the Province of Alberta, is hereby appointed as Trustee of the estate of the Bankrupt.
4. The Applicant, ATB Financial (formerly Alberta Treasury Branches), is awarded costs of this Application, which shall be paid out of the estate of the Bankrupt, on taxation or upon further Order of this Court.

Registrar in Bankruptcy