

October 1, 2024



Estate No.: 24-3135451  
Court No.: 24-3135451

Dear Sir/Madam:

**Re: The Matter of the Division I Proposal of Grizzly Bear Welding Ltd.**

Grizzly Bear Welding Ltd. ("Grizzly") filed a Division I Proposal under the Bankruptcy and Insolvency Act on September 27, 2024, and MNP Ltd. was appointed Proposal Trustee. We enclose for your review the following documents pertaining to the filing of the Division I Proposal (the "Proposal"):

1. Notice of Proposal to Creditors;
2. Trustee's Report to Creditors;
3. Division I Proposal;
4. Statement of Affairs;
5. Proof of Claim and Proxy Form; and,
6. Voting Letter.

To be eligible to vote on the Proposal, creditors must complete and file a Proof of Claim. This must be received by the office of MNP Ltd., Suite 1300, 10235 – 101 Street, Edmonton, Alberta, T5J 3G1, **prior to the First Meeting of Creditors to be held at 10:00 AM on October 16, 2024.** In support of your claim, please provide proof marked as Schedule "A" by way of a statement of account, copies of invoices, or other acceptable means that demonstrate arrears owing as of September 27, 2024. We would appreciate receipt of your Proof of Claim, Proxy, and/or Voting Letter at least three days prior to October 16, 2024.

Upon filing a valid Proof of Claim, creditors can vote in one of the three following ways:

1. Attend the First Meeting of Creditors and place your vote in person;
2. Submit a Voting Letter along with your Proof of Claim; or,
3. Submit a Proxy along with a Proof of Claim;


In order for the Proposal to be accepted by the creditors, it requires a majority in the number of voting creditors and two-thirds in dollar value in the claims of the voting creditors.

Should the Proposal be rejected, Grizzly will be deemed to have filed an assignment into Bankruptcy.

If you have any questions or concerns regarding the Division I Proposal or our Report, please contact our office at (587)520-1615.

Yours truly,

MNP Ltd.  
In its capacity as Trustee of the Division I Proposal of  
**Grizzly Bear Welding Ltd.**

Per:   
Eric Sirrs, CIRP, LIT  
Senior Vice President  
is

District of:  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 92  
Notice of Proposal to Creditors  
(Section 51 of the Act)

In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.

of the County of Grande Prairie No. 1, in the Province of Alberta

Take notice that GRIZZLY BEAR WELDING LTD. of the County of Grande Prairie No. 1 in the Province of Alberta has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed.

A general meeting of the creditors will be held on the 16th day of October 2024 at 10:00 AM at Meeting to be conducted by Telephone, Teleconference or 877.252.9279, Conf ID 639690166#.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the City of Edmonton in the Province of Alberta, this 1st day of October 2024.

MNP Ltd. - Licensed Insolvency Trustee



Suite 1300, 10235 - 101 Street NW  
Edmonton AB T5J 3G1

Phone: (780) 455-1155 Fax: (780) 409-5415

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

District of:  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 92 — Continued

In the Matter of the Proposal of  
**GRIZZLY BEAR WELDING LTD.**  
of the County of Grande Prairie No. 1, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
ADT Security Services Canada, Inc. Rick Wan	PO Box 3660 Vancouver BC V6B 3Y8		556.10
AI & Phyllis Longson	71052 TWP RD 705 Grande Prairie No. 1 AB T8W 5G2		134,748.88
Big Country 93.1 FM	CJXX-Fm, #202 9817 101 Ave Grande Prairie AB T8V 0X6		2,362.50
Business Development Bank of Canada - Vancouver Adriane Grabarevic	1500 - 1133 Melville St Vancouver BC V6E 4E5		2,808,923.50
Canadian Linen	8631 Stadium Rd NW Edmonton AB T5H 3W9		486.17
CRA - GST/HST - Vancouver Pacific Insolvency Intake Centre	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1		5,253.01
DT Tire Distribution	9000 St-Laurent Blvd., Montreal QC H2N 1M7		28,160.24
Due North Ventures Ltd.	Box 975 Grande Prairie AB T8V 3Y1		275.18
Fletcher Mudryk LLP	600 Windsor Court 9835 -101 Avenue Grande Prairie AB T8V 5V4		2,304.23
Grande Prairie Nissan	10314 116 Ave., Grande Prairie AB T8V 4K5		3,000.00
Ken Sargent GMC Buick Ltd	12308 100 Street Grande Prairie AB T8V 4H7		695.59
NAPA Auto Parts	12009 99 Avenue Grande Prairie AB T8W 0J7		50,497.81
NCT North Country Tire	109, 13420 149 Street Edmonton AB T5V 0B7		4,058.21
Pats Auto Supply	12803 100 Street Grande Prairie AB T8V 4H3		77,362.00

District of:  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 92 --- Concluded

In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Rogers Media Inc	CFGP-FM Suite 200, 9835 101 Ave Grande Prairie AB T8V 5V4		1,102.50
TD Canada Trust Visa C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9		4,500.00
Trail Tire Supply	11771 167 Street NW Edmonton AB T5M 3Y2		12,424.62
Windsor Ford	10001 139 Ave Grande Prairie AB T8X 0V3		1,099.70
<b>Total</b>			3,137,810.24

**IN THE COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE OF EDMONTON  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE DIVISION I PROPOSAL OF  
GRIZZLY BEAR WELDING LTD.**

**TRUSTEE'S REPORT TO THE CREDITORS**

**A. INDEPENDENCE OF TRUSTEE:**

The Trustee has no other current or past associations with Grizzly Bear Welding Ltd. (the "**Company**") and/or its representatives.

**B. BACKGROUND & CAUSE OF FINANCIAL DIFFICULTY:**

Management advises that the cause of financial difficulty is related to ongoing litigation related to judgement enforcement where the Company was a guarantor to the debts of another entity.

**C. CONDUCT OF THE DEBTOR:**

Nothing has been brought to the attention of the Trustee that would indicate the existence of any fraudulent transactions as defined under Sections 91 to 101 of the Bankruptcy and Insolvency Act.

**D. FINANCIAL POSITION:**

The financial position of the Company has been disclosed in the enclosed Statement of Affairs.

**E. IDENTIFICATION AND EVALUATION OF ASSETS:**

Prior to the filing of the Division 1 Proposal (the "**Proposal**") the Company sold all of its assets en-bloc to a third party. The assets of the Company were sold for a total sum of \$405,000 and included all operating assets to operate the Midas franchise.

The proceeds from the sale of assets were used to pay the costs required to complete the sale transaction including legal fees, commission paid to a broker and royalty payments made to Midas Canada as a condition of the sale. The remaining net proceeds were distributed to secured and priority creditors of the Company including:

- a) ATB Financial ("**ATB**") in the sum of \$75,839.64 as the first position secured creditor. This payment paid the ATB debt in full;
- b) Canada Revenue Agency ("**CRA**") in the sum of \$9,988.50 for payroll source deductions and \$2,000 for Goods and Services Tax ("**GST**");
- c) Phyllis Longson in the sum of \$6,473.55 as accrued and outstanding wages; and
- d) Business Development Bank ("**BDC**") in the amount of \$100,000 as second position secured creditor.

The remaining net proceeds have been paid to MNP Ltd. in the form of a retainer to administer the Proposal and for the purposes of establishing the Proposal Fund.

BDC, in its position as second position secured creditor, agreed not to assert the full value of its secured interests against the net sale proceeds as a part of the negotiated sale transaction. BDC, after payment of the \$100,000 from the net sale proceeds, continues to be owed approximately \$2.8 million. In the event that BDC asserted its secured interests in the net sale proceeds there would be no value in the assets of the Company (including the net sale proceeds) for the unsecured creditors.

#### **F. CREDITOR'S CLAIMS:**

The list of creditors and the amounts of their claims (based upon the Company's books and records) as at September 27th, 2024 is included in the Statement of Affairs.

BDC holds a secured interest in excess of \$2.8 million in the remaining net sale proceeds from the sale of assets, however, the Proposal Trustee is advised that BDC will not be submitting a claim to the Proposal.

Al and Phyllis Longson (the "**Longson's**") are creditors for the sum of \$134,748.88 by way of shareholder loans to the Company. The Longson's advise they will be submitting a claim to the Proposal limited to an amount that will result in a distribution equal to the funds they have loaned to the Company to complete the sale transaction.

#### **G. REMUNERATION OF TRUSTEE:**

The Trustee's fees shall be paid from time to time out of the funds already in the possession of the Trustee or as funds become available pursuant to the terms of the Proposal plus disbursements and GST. All fees will be submitted by the Trustee for approval and assessment by the Court pursuant to the *Bankruptcy and Insolvency Act*.

The Company has provided the Trustee with a retainer of \$20,000 to administer the Proposal.

#### **H. PROOF OF CLAIMS:**

In completing a proof of claim, the creditors should include all amounts owing up to September 27<sup>th</sup>, 2024 being the date the Proposal was filed. All amounts incurred after September 27<sup>th</sup>, 2024, if any, will be paid by the Company in the ordinary course of business.

#### **I. ANTICIPATED DIVIDEND TO THE CREDITORS:**

It is estimated that the dividends payable to the unsecured creditors in the Proposal (before Trustee's fees, disbursements, and GST) will total the sum of \$55,106.55 plus any surplus funds from the retainers paid to counsel for the Company and the Proposal Trustee.

If accepted by the creditors the Proposal would provide for a distribution of 22% of the accepted unsecured claims which are estimated to total \$245,049.38 including a claim of \$50,000 submitted by the Longson's.

By comparison, it is estimated that the dividend payable to the unsecured creditors in a Bankruptcy, excluding Trustee's fees, disbursements, and GST, will total the sum of \$0, which represents a dividend of 0% of the total unsecured indebtedness. It is anticipated that in the event of a Bankruptcy BDC would assert its secured interest the remaining net proceeds from the sale of assets.

#### **J. RECOMMENDATION AND CONCLUSION:**

In reviewing the comparative analysis of the Projected Dividends attached as **Schedule A** to this Report it is evident that the creditors will receive greater dividends in a Proposal than they would otherwise receive in Bankruptcy. **Please note the rejection of this Proposal will result in an automatic Bankruptcy.**

The Cash Flow Statement prepared by the Company includes the payment of the Proposal Fund to the Trustee which has been completed.

It is our opinion that the Company is acting in good faith and with due diligence in its effort to restructure its unsecured debt. The Company has demonstrated a willingness to complete the terms of the Proposal in an effort to maximize recovery for the unsecured creditors.

Based on the information provided in this Report, it is recommendation of the Trustee that the unsecured creditors accept the Proposal.

Dated at the City of Edmonton, in the province of Alberta, on September 30, 2024.

**MNP Ltd**

In its capacity as Trustee of the Division I Proposal of

**Grizzly Bear Welding Ltd.**

And not in its personal capacity



Per: Eric Sirrs, CIRP, LIT

## SCHEDULE A

## GRIZZLY BEAR WELDING LTD.

## COMPARATIVE ANALYSIS OF PROJECTED DIVIDENDS

## PROPOSAL VS. BANKRUPTCY

	PROPOSAL \$	BANKRUPTCY \$
As of September 27, 2024		
Proposal Fund	55,106.55	-
<b>Total Funds Available before Trustee's Fees, Disbursements (1)</b>	<b>55,106.55</b>	<b>-</b>
Estimated Total Unsecured Claims (2)	245,049.38	3,138,721.00
<b>Estimated Dividend as a Percentage of Unsecured Claims before Trustee's Fees, Disbursements and Levy</b>	<b>22%</b>	<b>0%</b>
<b>Estimated \$ Distribution to Unsecured Creditors (before Levy, Trustee's Fees and Disbursements)</b>	<b>55,107</b>	<b>-</b>

## Notes:

1. Estimated realizable value available for distribution to unsecured creditors.
2. Total unsecured claims in a Bankruptcy includes amounts owed to BDC and assumes a \$50,000 claim from the Longson's.



District of Alberta  
Division No. 01-Edmonton  
Court No. 24-2903342  
Estate No. 24-2903342

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**IN THE MATTER OF THE DIVISION I PROPOSAL OF  
GRIZZLY BEAR WELDING LTD.**

**DIVISION I PROPOSAL**

*(Section 50 of the Bankruptcy and Insolvency Act)*

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District of Alberta  
 Division No. 01-Edmonton  
 Court No. 24-  
 Estate No. 24-

## Form 35

### IN THE MATTER OF THE DIVISION I PROPOSAL OF

**GRIZZLY BEAR WELDING LTD.**

**A CORPORATION**

**DIVISION I PROPOSAL**  
 (Section 50 of the *Bankruptcy and Insolvency Act*)

### ARTICLE 1 - DEFINITIONS

#### 1.1 Definitions

In this Proposal, the following words and phrases shall have the following respective meanings:

- a) **"Acceptance"** means the acceptance of the Proposal by the Creditors and the ratification of the Proposal by the Court;
- b) **"Act"** means the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended;
- c) **"Certain Crown Claims"** means those Creditors defined in Article 8.2 hereof;
- d) **"Claims"** has the meaning ascribed thereto in the Act;
- e) **"Corporation"** means Grizzly Bear Welding Ltd.;
- f) **"Court"** means the Court of King's Bench of Alberta in Bankruptcy and Insolvency;
- g) **"CRA"** means His Majesty in Right of Canada as represented by the Canada Revenue Agency;
- h) **"Creditor"** or **"Creditors"** means the creditors of the Corporation affected by the Proposal;
- i) **"Effective Date"** means the date that the terms of this Proposal become operative which is the date an Order of the Court approving the Proposal has been obtained and the appeal period from such Order has expired or, if any appeal is taken from such Order, a final Order dismissing such appeal has been obtained;
- j) **"Excise Tax Act"** means the *Excise Tax Act*, RSC 1985, c. E-15, as amended;
- k) **"GST"** means Good and Services Tax;

- l) **“Initial Distribution”** means the distribution to Unsecured Creditors described in Article 14.9 hereof;
- m) **“Meeting of Creditors”** means the meeting of Creditors scheduled to consider and vote on the Proposal;
- n) **“Notice of Intention to Make a Proposal”** means the Notice of Intention to Make a Proposal filed by the Corporation under section 50.4(1) of the Act with the Official Receiver on January 20, 2023;
- o) **“Notice of Meeting”** means the notice of the Meeting of Creditors forwarded to the Creditors by the Trustee as set in Article 4.1 hereof;
- p) **“Official Receiver”** has the meaning described thereto in the Act;
- q) **“Preferred Creditors”** means all those Creditors of the Corporation defined in Article 8.5 hereof;
- r) **“Proposal”** means the series of steps and arrangements contemplated herein, by which the debts and obligations owing by the Corporation to the Creditors will be dealt with pursuant to Division I of Part III of the Act;
- s) **“Proposal Fund”** shall mean a fund of money sufficient to meet the payments as described in Article 14.2 and 14.6 hereof;
- t) **“Proposal Fund Creditors”** means those Creditors of the Corporation defined in Article 14.2;
- u) **“Proposal Valuation Date”** means the date of filing of the Notice of Intention to Make a Proposal;
- v) **“Released Party”** and **“Released Parties”** has the meaning as defined in Article 14.10 hereof;
- w) **“Secured Creditors”** means those Creditors defined in Article 8.3 hereof;
- x) **“Tax Act”** means the *Income Tax Act*, RSC 1985 c. 1 (5<sup>th</sup> Supp.), as amended;
- y) **“Termination Date”** means the date upon which the claims of all Creditors have been satisfied in accordance with the Proposal or otherwise satisfied;
- z) **“Trustee”** means MNP Ltd., trustee under the Proposal;
- aa) **“Unsecured Creditors”** means those Creditors defined in Article 8.6 hereof;
- bb) **“Valued Claim”** means the claim of a creditor as of the Proposal Valuation Date which has been valued by the Trustee; and
- cc) **“Wage Claims”** means the claims advanced against the Corporation by those Creditors defined in Article 8.4 hereof.

## **ARTICLE 2 – CORPORATION**

- 2.1 The Corporation hereby submits the following Proposal pursuant to the Act.

## **ARTICLE 3 - PURPOSE AND EFFECT OF PROPOSAL**

- 3.1 The purpose of the Proposal is to allow the Corporation to offer a compromise to its Creditors of their claims against the Corporation.
- 3.2 The Corporation wishes to permit the Creditors to achieve a recovery on their claims against the Corporation which is superior to that which the Creditors are expected to achieve in the event that the Corporation were to become bankrupt.
- 3.3 The Proposal will become effective on the Effective Date, on which date the claims of the Creditors will be compromised in accordance with the terms hereof.

## **ARTICLE 4 – MEETING OF CREDITORS**

- 4.1 The Creditors shall be given formal notice to attend a Meeting of Creditors as outlined in the Trustee's notification/information documents accompanying this proposal.

## **ARTICLE 5 – ADMINISTRATION OF THE PROPOSAL**

- 5.1 The Creditors, with the consent of the Corporation, may include such additional provisions or terms in the Proposal with respect to the supervision of the affairs of the Corporation as they may deem advisable.
- 5.2 The Creditors may appoint no more than five inspectors of the Proposal of the Corporation.
- 5.3 The Proposal shall be terminated upon the date on which the claims of all Creditors have been satisfied pursuant to the terms of the Proposal, or upon the bankruptcy of the Corporation.

## **ARTICLE 6 – THIRD PARTY UNDERTAKINGS**

- 6.1 The Proposal does not contain any third-party undertakings.

## **ARTICLE 7 – DEFAULT BY CORPORATION IN PERFORMANCE OF PROPOSAL**

- 7.1 The Corporation shall be in default of its obligations under the Proposal in the event that it has not paid the full amount of the Proposal Fund to the Trustee on or before the date(s) specified in Articles 14.2 and 14.6 hereof for such payment(s) to have been made.

- 7.2 Where default is made in the performance of any provision of the Proposal and the default is not remedied by the Corporation or waived by the inspectors (if appointed), or in the absence of inspectors, by the Trustee or a majority of the Creditors as defined in dollar value of proven Claims, within thirty (30) days immediately following the default, the Trustee shall so inform all of the Creditors and the Official Receiver in the manner prescribed pursuant to the Act.

## **ARTICLE 8 – DEFINITION OF CREDITOR CLAIMS**

- 8.1 The claims of Creditors shall have the respective definitions provided in this Article 8.
- 8.2 **“Certain Crown Claims”** shall mean any claim of Her Majesty in the Right of Canada or a Province or Territory of all amounts of a kind that could be subject to a demand under:
- a) subsection 224(1.2) of the Tax Act; *Income Tax Act*;
  - b) any provision of the *Canada Pension Plan*, RSC 1985 c C-8 or the *Employment Insurance Act*, SC 1996 c-23 that refers to subsection 224(1.2) of the Tax Act; and
  - c) any substantially similar provincial or territorial legislation that has a similar purpose to the subsection 224(1.2) of the Tax Act.
- 8.3 **“Secured Creditor”** means a person holding a mortgage, hypothec, pledge, charge, security interest or lien on or against the property of the Corporation or any part of that property as security for a debt due or accruing due to the person from the Corporation.
- 8.4 **“Wage Claim”** includes any claim of employees and former employees of the Corporation for amounts equal to the amounts that such employees may be qualified to receive pursuant to subsection 136(1)(d) of the Act as at the time of the filing of the Proposal.
- 8.5 **“Preferred Creditors”** includes any creditor with a claim defined pursuant to subsection 136(1) of the Act. However, “Preferred Creditor” shall exclude any person advancing a Wage Claim.
- 8.6 **“Unsecured Creditor”** includes all persons to whom the Corporation owes any obligations of any nature and kind whatsoever, whether due or not due for payment at the time of the filing of the Proposal and including contingent or unliquidated claims arising out of any transactions entered into by the Corporation prior to the time of the filing of the Proposal, save and except for the claims of Secured Creditors, Wage Claims, Certain Crown Claims and the claims of Preferred Creditors.

## **ARTICLE 9 – ARRANGEMENTS AFFECTING CERTAIN CREDITORS**

- 9.1 Any indebtedness incurred by the Corporation for the provision of goods, services, supplies, or any other considerations subsequent to the filing of this Proposal and

prior to the approval of the Proposal by the Court shall be paid in full in the ordinary course of business from proceeds realized in relation to the business operations in priority only to the claims of the Unsecured Creditors as defined in Article 8.6 herein, existing at the time of the filing of the Notice of Intention to Make a Proposal.

- 9.2 Creditors dealing with the Corporation following the time of the filing of the Proposal shall have no right for set-off.

#### **ARTICLE 10 – ARRANGEMENTS AFFECTING CERTAIN CROWN CLAIMS**

- 10.1 The Certain Crown Claims (as defined in Article 8.2), comprised of all amounts outstanding at the time of the filing of the Proposal, shall be paid in full within six (6) months following Court approval of the Proposal subject to the approval of CRA from proceeds realized in relation to the business operations in priority to the payment of the claims of the Secured Creditors (as defined in Article 8.3), Preferred Creditors (as defined in Article 8.5) and the payment of the claims of the Unsecured Creditors (as defined in Article 8.6). CRA may, at its own discretion, authorize an extension past the six (6) months following Court approval for payment of Certain Crown Claims (as defined in Article 8.2).
- 10.2 The Corporation shall remit payment directly to CRA for claims defined in Article 8.2 hereof.
- 10.3 Payments are scheduled to be made during the six (6) months immediately following Court approval of the Proposal which will see the Certain Crown Claims referenced above paid in full within the six (6) months following Court approval of the Proposal.
- 10.4 In the event of the default in the performance of a provision of the Proposal described in paragraph 10.3, CRA shall as soon as practicably possible thereafter advise the Trustee of such default. On notice of a default to the Trustee by CRA, the Corporation shall have thirty (30) days from the date of notice by CRA to remedy the default in accordance with the Act and as further described in Article 7.2 of the Proposal.
- 10.5 For greater certainty, CRA shall have no right of set off for any indebtedness of the Corporation at the time of filing the Notice of Intention or filing the Proposal against any remittances made by the Corporation or any federal or provincial income tax refunds payable to the Corporation for the period following the time of the filing of the Notice of Intention or of filing the Proposal.

#### **ARTICLE 11 – ARRANGEMENTS AFFECTING SECURED CREDITORS**

- 11.1 The payment of the claims of the Secured Creditors shall be made pursuant to the terms and conditions of the security agreement in respect of the property of the Corporation held as security.

- 11.2 If the Corporation and the Secured Creditors are unable to agree to the terms and conditions of the payment, the Secured Creditors may realize on their security.
- 11.3 For greater certainty, the payment of Claims of Secured Creditors as defined in Article 8.3 herein, shall be the sole responsibility of the Corporation and the Claims of Secured Creditors shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.

#### **ARTICLE 12 – ARRANGEMENTS AFFECTING EMPLOYEES AND FORMER EMPLOYEES**

- 12.1 Wage Claims comprise all amounts outstanding at the time of the filing of the Proposal, together with all amounts accrued due for services rendered after that date and before Court approval of the Proposal, shall be paid in full immediately following Court approval of the Proposal and in priority to the Claims of all other Creditors. However, payment of Wage Claims to wage claimants shall be subordinate to payment of the Trustee's fees and disbursements.
- 12.2 For greater certainty, the payment of the Wage Claims shall be the sole responsibility of the Corporation and the Wage Claims shall not be included for distribution of any dividends payable by the Trustee with respect to this Proposal.

#### **ARTICLE 13 – ARRANGEMENTS AFFECTING PREFERRED CREDITORS**

- 13.1 That the funds available for distribution in this Proposal shall be distributed to the Preferred Creditors (as defined in Article 8.5 hereof) in priority only to the Unsecured Creditors and the distribution of dividends to the Preferred Creditors shall be subordinate to payment of the Trustee's fees and disbursements.
- 13.2 The Corporation is not aware of any indebtedness to Preferred Creditors.

#### **ARTICLE 14 – ARRANGEMENTS AFFECTING UNSECURED CREDITORS**

- 14.1 The Claims of the Unsecured Creditors are estimated to be \$355,116.30 based on the books and records of the Corporation. This value is based on the assumption that Business Development Bank of Canada does not participate as an unsecured creditor in the Proposal.

The Corporation will remit payment to the Trustee in the amount of \$55,106.55 (the "Proposal Fund").

- 14.2 The Proposal Fund shall be paid to the Trustee within 30 days following court approval of the Proposal. The payment will be remitted from funds held in trust by the Corporation's counsel.



- 14.3 The Proposal Fund will also include any surplus amounts in the retainers paid to counsel for the Company and the Proposal Trustee.
- 14.4 The Trustee shall distribute the Proposal Fund in the following order of priority:
- (a) Payment of the Trustee's fees and disbursements not otherwise paid from the retainer held by the Trustee all in priority to all other claims;
  - (b) Payment of the Superintendent's levy on distributions provided for in this Proposal;
  - (c) Payment of the claims of preferred creditors as provided for in Article 13; and,
  - (d) Payment to unsecured creditors of the amounts provided for in this Proposal.
- 14.5 The Trustee shall distribute dividends, where applicable, firstly to the Preferred Creditors, in priority only to the Unsecured Creditors, and finally to the Unsecured Creditors.
- 14.6 Distributions to the Unsecured Creditors shall be structured as follows:
- (a) Payment in full of the first \$1,000.00 of each proven Claim (the **"Initial Distribution"**);
  - (b) Pro-Rata distribution to the Unsecured Creditors based upon the Unsecured Claims remaining after the Initial Distribution.
- 14.7 Effective as of the Effective Date, the Corporation and each and every present and former director, former auditor, financial advisor, legal counsel and agent of the Corporation, any guarantor of any debts of the Corporation and any co-debtor with the Corporation of any debts, together with the Trustee (collectively, the **"Released Parties"** and individually a **"Released Party"**) will be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature that any of the Creditors may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Proposal Valuation Date relating to, arising out of or in connection with the Claims or the business and affairs of the Corporation.
- 14.8 Upon:
- (a) the Corporation providing the Proposal Fund to the Trustee in accordance with this Proposal; and,
  - (b) the Trustee distributing to the Unsecured Creditors the Proposal Fund as provided for in this Proposal,

the Trustee shall provide the Corporation with a Certificate of Full Performance of the Proposal pursuant to section 65.3 of the Act.

- 14.9 Upon issuance by the Trustee to the Corporation of a Certificate of Full Performance of the Proposal, the Corporation will be released from all debts and liabilities, present or future, to which the Corporation was subject on the Proposal Valuation Date, or to which the Corporation has or may become subject after the Proposal Valuation Date by reason of any obligation incurred or any act or omission which occurred on or before the Proposal Valuation Date (save and except for Claims against the Corporation under section 178 of the Act), including Claims against the Corporation for indemnity and all unliquidated or contingent Claims arising out of any transaction entered into by the Corporation on or prior to the Proposal Valuation Date, regardless of whether or not a proof of claim was filed with the Trustee in respect of any such Claims.
- 14.10 As required by section 60(2) of the Act, all monies payable under the Proposal shall be paid by the Corporation to the Trustee and shall thereafter be distributed by the Trustee in accordance with the Proposal and the Act.
- 14.11 As required by section 60(4) and section 147 of the Act, the dividends paid to Creditors from the Proposal Fund shall be paid net of levies payable under the Act.

#### **ARTICLE 15 – ADMINISTRATIVE FEES AND EXPENSES**

- 15.1 That all the fees, expenses and disbursements of the Trustee on and incidental to the proceedings arising out of the Proposal, including the Trustee's legal fees and disbursements shall be paid from the Proposal Fund, in priority to all claims detailed in Articles 8.5 and 8.6.
- 15.2 That the Trustee and its legal counsel may take interim draws in respect of their fees and disbursements in a total amount which shall not exceed the total reasonable and actual time charges and disbursements at the date of the interim, subject to final taxation by the Court, and without prior approval of the inspectors, if any inspectors are appointed.

#### **ARTICLE 16 – VALUATION OF CLAIMS, VOTING AND APPLICABLE DATES**

- 16.1 The Claims of all Creditors who have proven Claims against the Corporation shall be valued as at the Proposal Valuation Date by the Trustee, at or before the Meeting of Creditors.
- 16.2 Proofs of claim, proxies and voting letters intended to be used at the Meeting of Creditors must be lodged with the Trustee prior to the Meeting of Creditors.
- 16.3 Creditors may vote their claims by either returning a properly completed voting letter to the Trustee prior to the Meeting of Creditors, or by attending at the Meeting of Creditors and voting in person or by proxy.

16.4 Pursuant to section 50(1.2) of the Act, and for the purposes of the Proposal, the Corporation hereby makes this proposal to the Creditors and the Corporation hereby designates such parties to whom it is making the Proposal into the following single class of the Creditors more particularly described below, namely:

- a) Class One – Unsecured Creditors: All Creditors with unsecured Claims against the Corporation for debts and liabilities, present or future, including all Creditors claiming any one or more of the following types of debts or liabilities:
  - i. debts or liabilities to which the Corporation was subject on the Proposal Valuation Date;
  - ii. debts or liabilities to which the Corporation may in future become subject by reason of any obligation incurred by it or on its behalf on or before the Proposal Valuation Date;
  - iii. debts or liabilities arising from claims against the Corporation for indemnity or guarantee; and
  - iv. debts or liabilities arising from all unliquidated or contingent claims related to any act or omission of the Corporation which occurred, or any transaction entered into by the Corporation, on or before the Proposal Valuation Date.

#### **ARTICLE 17 – MODIFICATIONS AND AMENDMENTS**

17.1 The Trustee, with the approval of the Court and without notice to the Creditors, may agree to any modification or amendment to the Proposal after the Creditors have voted on the Proposal, including without limiting the generality of the foregoing, any extension of time for carrying out the terms of the Proposal or for taking any steps or proceedings hereunder, other than any amendments which would materially adversely affect the rights of any Creditors.

#### **ARTICLE 18 – NOTICE**

18.1 Unless otherwise indicated, any notice required or permitted to be given pursuant to the Proposal shall be sufficiently given or made if delivered, faxed or mailed by prepaid postage as follows:

To the Corporation:

Ogilvie LLP  
2800 Stantec Tower  
10220 – 103 Ave  
Edmonton, AB T5J 0K4

Email: krowan@oglivielaw.com

To the Trustee:

MNP Ltd  
Suite 1300  
10235 101 Street NW

Edmonton, Alberta  
Attention: Eric Sirrs


Email: eric.sirrs@mnp.ca

To the Creditors:

At their last known address according to the Corporation or such other addresses as any of the foregoing may designate from time to time.

Any notice delivered as aforesaid shall be deemed to have been received when delivered, if delivered on a day other than Saturday, Sunday or statutory holiday, and otherwise on the next following business day. Any notice mailed as aforesaid shall be deemed to have been received on the 7<sup>th</sup> business day following the day on which such notice is mailed.

Dated at the City of Edmonton, in the Province of Alberta, this 26<sup>th</sup> day of September, 2024.

  
Grizzly Bear Welding Ltd.

District of:  
Division No. -  
Court No.  
Estate No.

☒ Original

☐ Amended

-- Form 78 --

Statement of Affairs (Corporate Proposal)  
(Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 26th day of September 2024. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases.

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

- ☐ Negative market conditions; ☐ Foreign Exchange Fluctuations; ☐ Economic Downturn; ☐ Poor Financial Performance; ☒ Legal Matters (Provide details);  
☐ Lack of Working Capital/Funding; ☐ Competition; ☐ Legislated or Regulatory Restrictions; ☐ Natural Disaster; ☐ Increased Cost of Doing Business;  
☐ Overhead Increasing; ☐ Faulty Infrastructure or Business Model; ☐ Unsuccessful Marketing Initiatives; ☐ Personal Issues; ☐ Poor Management;  
☐ Faulty Accounting; ☐ Tax Liabilities; ☐ Labour; ☐ Other (Please specify).

Provide relevant details:

[ Legal Matters ] Judgement granted to guarantor creditor.

ASSETS		LIABILITIES	
(totals from the list of assets as stated and estimated by bankrupt/debtor)		(totals from the list of liabilities as stated and estimated by bankrupt/debtor)	
1. Cash on hand	0.00	1. Secured creditors	2,808,924.50
2. Deposits in financial institutions	0.00	2. Preferred creditors, securities, and priorities	0.00
3. Accounts receivable and other receivables		3. Unsecured creditors	329,797.26
Total amount	0.00	4. Contingent, trust claims or other liabilities estimated to be provable for	0.00
Estimated realizable value	0.00		
4. Inventory	0.00	Total liabilities	3,138,721.76
5. Trade fixtures, etc.	0.00		
6. Livestock	0.00	Surplus	3,083,615.21
7. Machinery and equipment	0.00		
8. Real property or immovables	0.00		
9. Furniture	0.00		
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.)	0.00		
11. Vehicles	0.00		
12. Securities (shares, bonds, debentures, etc.)	0.00		
13. Other property	55,106.55		
Total of lines 1 to 13	55,106.55		
If debtor is a corporation, add:			
Amount of subscribed capital	0.00		
Amount paid on capital	0.00		
Balance subscribed and unpaid	0.00		
Estimated to produce	0.00		
Total assets	55,106.55		
Deficiency	-3,083,615.21		
Total value of assets located outside Canada included in lines 1 to 13	0.00		

## List of Assets

Arrange by Nature of asset and number consecutively

No.	Nature of asset <sup>1</sup>	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification)
501	Other personal property	n/a	<input type="checkbox"/>	Other - Sale Proceeds	100.00	55,106.55	55,106.55	0.00	<input type="checkbox"/>
<b>Total</b>						<b>55,106.55</b>	<b>55,106.55</b>		

<sup>1</sup> Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Live stock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.


  
Al Longson

26-Sep-2024

Date

## List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	Aquatera	11101 104 Ave. Grande Prairie AB T8V 8H6	Other	Trade Debt		187.54	0.00	0.00	0.00	187.54			0.00	<input type="checkbox"/>
2	Big Country 93.1 FM	CJXX-Fm, #2029817 101 Ave Grande Prairie AB T8V 0X6	Other	Trade Debt		2,362.50	0.00	0.00	0.00	2,362.50			0.00	<input type="checkbox"/>
3	Canadian Linen	8631 Stadium Rd NW Edmonton AB T5H 3W9	Other	Trade Debt		486.17	0.00	0.00	0.00	486.17			0.00	<input type="checkbox"/>
4	DT Tire Distribution	9000 St-Laurent Blvd., Montreal QC H2N 1M7	Other	Trade Debt		28,160.24	0.00	0.00	0.00	28,160.24			0.00	<input type="checkbox"/>
5	Due North Ventures Ltd.	Box 975 Grande Prairie AB T8V 3Y1	Other	Trade Debt		275.18	0.00	0.00	0.00	275.18			0.00	<input type="checkbox"/>
6	Grande Prairie Hyundai	11448 Westgate Drive Grande Prairie AB T8V 8L2	Other	Trade Debt		207.57	0.00	0.00	0.00	207.57			0.00	<input type="checkbox"/>
7	Grande Prairie Nissan	10314 116 Ave., Grande Prairie AB T8V 4K5	Other	Trade Debt		3,000.00	0.00	0.00	0.00	3,000.00			0.00	<input type="checkbox"/>
8	IT Partners	PO Box 56081, RPO Airways Calgary AB T2E 8K5	Other	Trade Debt		76.13	0.00	0.00	0.00	76.13			0.00	<input type="checkbox"/>
9	Ken Sargent GMC Buick Ltd	12308 100 Street Grande Prairie AB T8V 4H7	Other	Trade Debt		695.59	0.00	0.00	0.00	695.59			0.00	<input type="checkbox"/>
10	NAPA Auto Parts	12009 99 Avenue Grande Prairie AB T8W 0J7	Other	Trade Debt		50,497.81	0.00	0.00	0.00	50,497.81			0.00	<input type="checkbox"/>


 Al Longson

26-Sep-2024

Date

## List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
11	NCT North Country Tire	109, 13420 149 Street Edmonton AB T5V 0B7	Other	Trade Debt		4,058.21	0.00	0.00	0.00	4,058.21			0.00	<input type="checkbox"/>
12	Pats Auto Supply	12603 100 Street Grande Prairie AB T8V 4H3	Other	Trade Debt		77,362.00	0.00	0.00	0.00	77,362.00			0.00	<input type="checkbox"/>
13	Rogers Media Inc	CFGP-FM Suite 200, 9835 101 Ave Grande Prairie AB T8V 5V4	Other	Trade Debt		1,102.50	0.00	0.00	0.00	1,102.50			0.00	<input type="checkbox"/>
14	Sean Sargent Toyota	10625 117 Ave Grande Prairie AB T8V 7N6	Other	Trade Debt		24.59	0.00	0.00	0.00	24.59			0.00	<input type="checkbox"/>
15	Standard Auto Glass	10116 124 Ave. Grande Prairie AB T8V 0R4	Other	Trade Debt		163.80	0.00	0.00	0.00	163.80			0.00	<input type="checkbox"/>
16	Trail Tire Supply	11771 167 Street NW Edmonton AB T5M 3Y2	Other	Trade Debt		12,424.62	0.00	0.00	0.00	12,424.62			0.00	<input type="checkbox"/>
17	Windsor Ford	10001 139 Ave Grande Prairie AB T8X 0V3	Other	Trade Debt		1,099.70	0.00	0.00	0.00	1,099.70			0.00	<input type="checkbox"/>
18	CRA - GST/HST - Vancouver Attn: Pacific Insolvency Intake Centre	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1	Taxes	Tax Debt		5,253.01	0.00	0.00	0.00	5,253.01			0.00	<input type="checkbox"/>
19	Fletcher Mudryk LLP	600 Windsor Court 9835 -101 Avenue Grande Prairie AB T8V 5V4	Other	Trade Debt		2,304.23	0.00	0.00	0.00	2,304.23			0.00	<input type="checkbox"/>

Al Lorgson

26-Sep-2024

Date



## List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability <sup>2</sup>	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority <sup>3</sup>	Estimated surplus or (deficit) from security	Placeholder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
20	WCB Workers Compensation Board of Alberta Attn: Collection Department	PO Box 2415 Edmonton AB T5J 2S5	Other	WCB		1.00	0.00	0.00	0.00	1.00			0.00	<input type="checkbox"/>
21	Alberta Treasury Branches - 07199	9912 100 Ave Grande Prairie No. 1 AB T8V 0T9	Bank Loans except real property mortgage	Secured Debt	17-Sep-1996	0.00	1.00	0.00	0.00	1.00	501		0.00	<input type="checkbox"/>
22	Business Development Bank of Canada - Vancouver Attn: Adriane Grabarevic	1500 - 1133 Melville St Vancouver BC V6E 4E5	Bank Loans except real property mortgage	Secured Debt	18-Mar-2016	0.00	2,808,923.50	0.00	0.00	2,808,923.50	501		-2,753,817.95	<input type="checkbox"/>
23	Hi Tech Business Systems	10115 99 Ave Grande Prairie AB T8V 0S1	Other	Trade Debt		249.89	0.00	0.00	0.00	249.89			0.00	<input type="checkbox"/>
24	Al & Phyllis Longson	71052 TWP RD 705 Grande Prairie No. 1 AB T8W 5G2	Loans from Individuals	Shareholder Loan		134,748.88	0.00	0.00	0.00	134,748.88			0.00	<input type="checkbox"/>
25	ADT Security Services Canada, Inc. Attn: Rick Wan	PO Box 3660 Vancouver BC V6B 3Y8	Other	Alarm Services		556.10	0.00	0.00	0.00	556.10			0.00	<input type="checkbox"/>
26	TD Canada Trust Visa C/O FCT Default Solutions	PO Box 2514, Station B London ON N6A 4G9	Credit Cards Bank/Trust Companies Issuers	Credit Card		4,500.00	0.00	0.00	0.00	4,500.00			0.00	<input type="checkbox"/>
Total						329,797.26	2,808,924.50	0.00	0.00	3,138,721.76				

<sup>2</sup> Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debt; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

<sup>3</sup> Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.



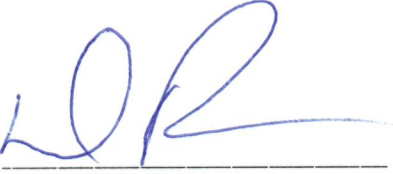
Al Longson

26-Sep-2024

Date

I, Al Longson, of the County of Grande Prairie No. 1 in the Province of Alberta, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 26th day of September 2024 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)  
before me at the City of Grande Prairie in the Province of Alberta, on this 18th day of September 2024.

A blue ink signature, appearing to be 'DR', written over a horizontal line.

Diane Rochon, Commissioner of Oaths  
For the Province of Alberta  
Expires March 17, 2025

A blue ink signature, appearing to be 'Al Longson', written over a horizontal line.

Al Longson

Court No.

File No.

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In the Matter of the Proposal of  
**GRIZZLY BEAR WELDING LTD.**  
of the County of Grande Prairie No. 1, in the Province  
of Alberta

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Form 78 (8R22)  
Statement of affairs (Business bankruptcy)

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MNP Ltd. - Licensed Insolvency Trustee  
Suite 1300, 10235 - 101 Street NW  
Edmonton AB T5J 3G1  
Phone: (780) 455-1155 Fax: (780) 409-5415

District of:  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

**FORM 31**

Proof of Claim

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8),  
102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_  
Contact person name or position: \_\_\_\_\_  
Telephone number for contact person: \_\_\_\_\_

In the matter of the proposal of GRIZZLY BEAR WELDING LTD. of the County of Grande Prairie No. 1 in the Province of Alberta and the claim of \_\_\_\_\_, creditor.

I, \_\_\_\_\_ (name of creditor or representative of the creditor), of \_\_\_\_\_ (city and province), do hereby certify:

1. That I am a creditor of the above named debtor (or that I am \_\_\_\_\_ (state position or title) of \_\_\_\_\_, (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 26th day of September 2024, and still is, indebted to the creditor in the sum of \$\_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of proposal.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the \_\_\_\_ day of \_\_\_\_\_, and that the last payment, if any, on this debt by the debtor to the creditor was made on the \_\_\_\_ day of \_\_\_\_\_, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the \_\_\_\_ day of \_\_\_\_\_, as follows:

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

☐ **A. Unsecured claim of \$\_\_\_\_\_**

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:

(Check appropriate description)

☐ Regarding the amount of \$\_\_\_\_\_, I do not claim a right to a priority.

☐ Regarding the amount of \$\_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

District of  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 31 --- Continued  
In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.
- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.
- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.
- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(e) of the Act.
- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(f) of the Act.
- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(g) of the Act.
- ☐ Regarding the amount of \$ \_\_\_\_\_, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

☐ **B. Claim of Lessor for disclaimer of a lease of \$ \_\_\_\_\_**

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **C. Secured claim of \$ \_\_\_\_\_**

That in respect of this debt, I hold assets of the debtor valued at \$ \_\_\_\_\_ as security, the particulars of which are as follows:  
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

☐ **D. Claim by Farmer, Fisherman or Aquaculturist of \$ \_\_\_\_\_**

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$ \_\_\_\_\_  
(Attach a copy of sales agreement and delivery receipts)

☐ **E. Claim by Wage Earner of \$ \_\_\_\_\_**

- ☐ That I make a claim under subsection 81.3(8) of the Act in the amount of \$ \_\_\_\_\_,
- ☐ That I make a claim under subsection 81.4(8) of the Act in the amount of \$ \_\_\_\_\_,

☐ **F. Claim by Pension Plan for unpaid amount of \$ \_\_\_\_\_**

- ☐ That I make a claim under subsection 81.5 of the Act in the amount of \$ \_\_\_\_\_,
- ☐ That I make a claim under subsection 81.6 of the Act in the amount of \$ \_\_\_\_\_,

☐ **G. Claim against Director of \$ \_\_\_\_\_**

(To be completed when a proposal provides for the compromise of claims against directors)  
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **H. Claim of a Customer of a Bankrupt Securities Firm of \$ \_\_\_\_\_**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:  
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 31 --- Concluded  
In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:  
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

**Warning:** Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of creditor or representative

District of:  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 36  
Proxy  
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

I, \_\_\_\_\_, of \_\_\_\_\_, a creditor in the above matter, hereby  
appoint \_\_\_\_\_, of \_\_\_\_\_, to be  
my proxyholder in the above matter, except as to the receipt of dividends, \_\_\_\_\_ (with or without)  
power to appoint another proxyholder in his or her place.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:

MNP Ltd. - Licensed Insolvency Trustee

Suite 1300, 10235 - 101 Street NW  
Edmonton AB T5J 3G1  
Fax: (780) 409-5415  
E-mail: [Edmonton.Insolvency@mnp.ca](mailto:Edmonton.Insolvency@mnp.ca)

District of:  
Division No. -  
Court No. 24-3135451  
Estate No. 24-3135451

FORM 37

Voting Letter  
(Paragraph 51(1)(f) of the Act)

In the Matter of the Proposal of  
GRIZZLY BEAR WELDING LTD.  
of the County of Grande Prairie No. 1, in the Province of Alberta

I, \_\_\_\_\_, creditor (or I, \_\_\_\_\_, representative  
of \_\_\_\_\_, creditor), of \_\_\_\_\_, a creditor in the above matter  
for the sum of \$ \_\_\_\_\_, hereby request the trustee acting with respect to the proposal of  
GRIZZLY BEAR WELDING LTD., to record my vote \_\_\_\_\_ (for or against) the acceptance of the  
proposal as made on the \_\_\_\_\_ day of \_\_\_\_\_.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Individual Creditor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Creditor

Per \_\_\_\_\_  
Name and Title of Signing Officer

Return To:  
MNP Ltd. - Licensed Insolvency Trustee

\_\_\_\_\_  
Suite 1300, 10235 - 101 Street NW  
Edmonton AB T5J 3G1  
Fax: (780) 409-5415  
E-mail: Edmonton.Insolvency@mnp.ca