

SCHEDULE "A"

Entity Number: 610882

Page 1 of 3

Entity Name: F & L CONCRETE SERVICES LTD.

Report Date: 19-Apr-2023

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	04-Apr-1995
Annual Return Due Date	31-May-2024
Nature of Business	CONCRETE SERVICES
MRAS indicator	No

Registered Office Addresses

Physical Address	101 CLAMAN DR., ESTEVAN, Saskatchewan, Canada, S4A 2A6
Mailing Address	F & L CONCRETE SERVICES LTD., BOX 742, ESTEVAN, Saskatchewan, Canada, S4A2A6
Attention To	NORMAN FICHTER

Directors/Officers

CHRISTOPHER FICHTER (Officer)	Effective Date:	30-Jan-2008
Physical Address:	1494 NICHOLSON RD., ESTEVAN, Saskatchewan, Canada, S4A1V5	
Mailing Address:	1494 NICHOLSON RD., ESTEVAN, Saskatchewan, Canada, S4A1V5	Office Held: SECRETARY
NORMAN FICHTER (Officer)	Effective Date:	30-Jan-2008
Physical Address:	1494 NICHOLSON RD., ESTEVAN, Saskatchewan, Canada, S4A1V5	
Mailing Address:	1494 NICHOLSON RD., ESTEVAN, Saskatchewan, Canada, S4A1V5	Office Held: PRESIDENT
NORMAN FICHTER (Director)	Effective Date:	10-Sep-1999
Physical Address:	1494 NICHOLSON RD., ESTEVAN, Saskatchewan, Canada, S4A1V5	
Mailing Address:	1494 NICHOLSON RD., ESTEVAN, Saskatchewan, Canada, S4A1V5	



Entity Number: 610882

Page 2 of 3

Entity Name: F & L CONCRETE SERVICES LTD.

Report Date: 19-Apr-2023

CHRISTOPHER FICHTER (Director)

Effective Date:

30-Jan-2008

Physical Address: 1494 NICHOLSON RD., ESTEVAN,
Saskatchewan, Canada, S4A1V5

Mailing Address: 1494 NICHOLSON RD., ESTEVAN,
Saskatchewan, Canada, S4A1V5

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
NORMAN FICHTER	1494 NICHOLSON RD., ESTEVAN, SK, CANADA, S4A1V5	CL A	200
NORMAN FICHTER	1494 NICHOLSON RD., ESTEVAN, SK, CANADA, S4A1V5	CL D	876

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 6

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CL A	Yes	Unlimited	200
CL B	No	Unlimited	
CL C	Yes	Unlimited	
CL D	No	Unlimited	876

Event History

Type	Date
Business Corporation - Annual Return	19-Apr-2023
Business Corporation - Annual Return	25-May-2022
Business Corporation - Annual Return	08-Jun-2021
Business Corporation - Annual Return	20-May-2020
Business Corporation - Annual Return	28-May-2019
Notice of Change of Registered Office/Mailing Address	28-May-2019
Business Corporation - Annual Return	22-May-2018



Entity Number: 610882

Page 3 of 3

Entity Name: F & L CONCRETE SERVICES LTD.

Report Date: 19-Apr-2023

Business Corporation - Annual Return	10-May-2017
Business Corporation - Annual Return	12-May-2016
Business Corporation - Annual Return	28-Apr-2015
Business Corporation - Annual Return	17-Apr-2014
Business Corporation - Annual Return	02-May-2013
Business Corporation - Annual Return	07-Aug-2012
Business Corporation - Annual Return	05-Jul-2011
Business Corporation - Annual Return	31-May-2010
Business Corporation - Annual Return	05-May-2009
Business Corporation - Annual Return	18-Aug-2008
Notice of Change of Directors/Officers	30-Jan-2008
Business Corporation - Annual Return	29-May-2007
Business Corporation - Annual Return	30-May-2006
Business Corporation - Annual Return	09-Sep-2005
General Information	09-Dec-2004
Business Corporation - Annual Return	12-Aug-2004
Business Corporation - Annual Return	04-Jul-2003
Business Corporation - Annual Return	11-Jul-2002
Business Corporation - Annual Return	11-Jun-2001
Business Corporation - Annual Return	29-Jun-2000

SCHEDULE "B"



Online Services

Land Registry

[Online Submission \(OLS\)](#)

[Map Search](#)

[Quick Search](#)

[Search](#)

[Grant Search](#)

[General Record Search](#)

[Packet Quick Check](#)

[Packet Detailed Check](#)

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[Change Order Search](#)

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[Field Book Search](#)

[Request Status Check](#)

Personal Property Registry

[SPPR Application](#)

Judgment Registry

[Judgment Search](#)

Corporate Registry

[Corporate Registry Online](#)

Quick Search Results

Search By: Title Details by Client Number
With Criteria: Client Number = 100367917
 As Of Date = 10 Aug 2023 08:55:44

Title Information

[Download To Spreadsheet \(.CSV\)](#)

Land Description Lot 19-Blk/Par 80-Plan C3929 Ext 0 As described on Certificate of Title 94R21498.			
Owner(s) F & L CONCRETE SERVICES LTD.			
Title	Number 135117019	Share 1/1	Title Lock Information N/A
Last Amendment Date 07 Aug 2015 12:31:50.170		Old Land Description	
Parcel 107370592	Parcel Type Surface Regular	Municipality CITY OF ESTEVAN	Ties
Validated Ties	Commodity/Unit N/A	Linked to Unit N/A	

Land Description Lot 19-Blk/Par 80-Plan C3929 Ext 0 As described on Certificate of Title 94R21498.			
Owner(s) F & L CONCRETE SERVICES LTD.			
Title	Number 135117031	Share 1/1	Title Lock Information Uncertified Mineral Title-Producing Area-Transfer Permitted
Last Amendment Date 06 Feb 2008 16:38:50.033		Old Land Description	
Parcel 135672936 <small>Parcel picture unavailable</small>	Parcel Type Mineral	Municipality CITY OF ESTEVAN	Ties
Validated Ties	Commodity/Unit All mines and minerals as referenced on Certificate of Title 94R21498	Linked to Unit N/A	

Land Description Lot 15-Blk/Par 102-Plan C3929 Ext 0 As described on Certificate of Title 01SE10671.			
Owner(s) F & L CONCRETE SERVICES LTD.			
Title	Number 135212835	Share 1/1	Title Lock Information N/A
Last Amendment Date 07 Aug 2015 12:31:50.143		Old Land Description	
Parcel 107372381	Parcel Type Surface Regular	Municipality CITY OF ESTEVAN	Ties
Validated Ties	Commodity/Unit N/A	Linked to Unit N/A	

Land Description Blk/Par P-Plan 101969871 Ext 0			
Owner(s) F & L CONCRETE SERVICES LTD.			
Title	Number 140053924	Share 1/1	Title Lock Information N/A
Last Amendment Date 18 Oct 2022 11:29:12.856		Old Land Description	
Parcel 16432222	Parcel Type Surface Regular	Municipality RM OF ESTEVAN NO. 005	Ties
Validated Ties	Commodity/Unit N/A	Linked to Unit N/A	

Land Description SW 18-02-07-2 Ext 2 As described on Certificate of Title 86R21792 which describes this parcel and other parcel(s) with the same land description tied to this one.			
Owner(s) F & L CONCRETE SERVICES LTD.			
Title	Number 152487849	Share 1/1	Title Lock Information N/A
Last Amendment Date 10 Nov 2022 16:55:43.983		Old Land Description	
Parcel 106951002	Parcel Type Surface Regular	Municipality RM OF ESTEVAN NO. 005	Ties 106881385 111458493
Validated Ties Yes	Commodity/Unit N/A	Linked to Unit N/A	

Land Description SW 18-02-07-2 Ext 1 As described on Certificate of Title 86R21792 which describes this parcel and other parcel(s) with the same land description tied to this one.			
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Owner(s) F & L CONCRETE SERVICES LTD. About Us Privacy Statement Legal Contact Us			
Title	Number 152487872	Share 1/1	Title Lock Information N/A
Last Amendment Date 10 Nov 2022 16:55:43.943		Old Land Description	
Parcel 106881385	Parcel Type Surface Regular	Municipality RM OF ESTEVAN NO. 005	Ties 106951002 111458493
Validated Ties Yes	Commodity/Unit N/A	Linked to Unit N/A	

Land Description Blk/Par A-Plan 101546108 Ext 18 As described on Certificate of Title 86R21792, description 18.			
Owner(s) F & L CONCRETE SERVICES LTD.			
Title	Number 152487894	Share 1/1	Title Lock Information N/A
Last Amendment Date 29 Nov 2019 15:00:06.186		Old Land Description	
Parcel 111458493	Parcel Type Surface Regular	Municipality RM OF ESTEVAN NO. 005	Ties 106881385 106951002
Validated Ties Yes 7 Records	Commodity/Unit N/A	Linked to Unit N/A	

[Back to Search](#)

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SCHEDULE "C"

FISHER & SCHMIDT LAW OFFICE

Barristers & Solicitors

Michael K. Fisher, K.C., B.A., LL.B (in memory)
Garnet M. Fisher B.A. (Hons), LL.B, *Collaborative Lawyer*
Grant J. Schmidt LL.B

Box 2980, 128 – 4th Ave East
Melville, SK S0A 2P0

Ph: (306) 728-4581/ (306) 728-5481

Fax: (855) 978-5616

Email: Garnet fisherlaw@sasktel.net

Email: Grant solaw@sasktel.net

Website: www.fisherlawoffice.ca

August 8, 2023

MNP Ltd.
c/o Robertson Stromberg LLP
600, 105-21st Street East
Saskatoon, Saskatchewan S7K 0B3

“ Via e-mail” mk.anderson@rslaw.com
& t.kusch@relaw.com

ATTN: M. Kim Anderson and Travis Kusch

Affinity Credit Union 2013
c/o Leland Kimipnski LLP
336-6th Ave. N.
Saskatoon, Saskatchewan S7K 2S5

“ Via e-mail” rperderson@lelandlaw.ca

Attn: Ryan Peterson

Re: Affinity Credit Union 2013 and D F & L Concrete Services Ltd. – Receivership Order- Aug.
4th, 2023 – MNP Ltd. – Receiver

Your File:

Our File: 5036-19

We have read the Receivership Order of August 4th, 2023, and the CEO of F & L Concrete Services Ltd. has read the Order.

The Court has placed a reasonable initial limit of \$300,000.00 upon the sale of assets. This is a receivership and not a bankruptcy. The Respondents' assets are double it's liabilities. The new accountants are now working to bring the annual statements up to date.

In order to raise cash to payout the secured creditor, Affinity Credit Union 2013, the Respondent has been selling non-essential assets.

The Applicant has closed all of the Respondent's accounts and has not provided statements showing payments on the \$383,206.90 of debt which was demanded. According to the Respondent's calculation there is approximately \$290,000.00 of principle owing.

The Respondent has agreed in principle to sell \$300,000.00 in non-essential assets to a third-party. The Purchaser will meet with it's bank this afternoon to confirm financing. The proceeds will be turned over to the Receiver for payment to the Applicant.

.. /2

The sale of assets by the Respondent should quickly raise the \$300,000.00 set by the Court thus limiting the added fees of professionals' involvement in this case.

The Respondent's customers are starting to pay their accounts. The Respondent will use most of the improved cash flow to pay the current employee's payroll commitment\$.

The Respondent is paying a further \$25,000.00 to the Affinity Credit Union 2013 by 2:00 p.m. August 9th. Please provide us with a statement of payments to-date.

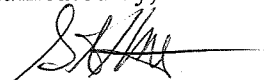
The Respondent will co-operate with the Receiver to manage the Corporation in a business-like manner as contemplated in Clause 3(c) of the Order and required by Clause 4 to 6.

We caution the Receiver that even though the Order in Clause 16 limits the Receiver's liability, it is still the Receiver's professional responsibility to act in a professional business-like manner.

The Receiver's management is subject to the supervision of the Courts. (Clause 17-19). The Respondent's assets exceed it's liabilities by millions of dollars. The Applicant has a first charge and is totally secured.

This is receivership is more like a U.S. Chapter 11 protection where the Corporation gets over it's cash flow problems incurred during COVID -19 and continues in business. We will report further on the progress of the \$300,000.00 sale of non-essential assets. Meanwhile, the corporation continues as a going (forward) concern.

Communicated by,



Grant Schmidt

GS: sz

My Documents/ MNP Ltd. c/o Robertson e-mail- F & L – receiver issue

From: M. Kim Anderson, K.C.
Direct: (306) 933-1344
Email: mk.anderson@rslaw.com
File #: 62076.4

ROBERTSON
STROMBERG

August 8, 2023

Fisher and Schmidt Law Office
Box 670, 420 Main Street
MELVILLE, SK S0A 2P0

VIA EMAIL

Attention: Grant Schmidt

Dear Sir:

**RE: F&L Concrete Services Ltd. (the “Corporation”)
Terms of Receivership Order.**

Your letter dated August 8, 2023, was received by us mid afternoon.

We appreciate the offers of cooperation made in your letter, as does the Receiver.

We will more fully respond to your letter during the next 24 hours, but there is one matter that requires immediate clarification.

You have in your letter referenced:

- (a) Efforts by the Corporation to sell assets, including reference to an agreement in principle to sell assets to a third party;
- (b) Using incoming funds to make payroll; and
- (c) An intended payment to Affinity Credit Union to take place tomorrow.

The directors of the Corporation have no power to undertake any of these actions except at the direction of the Receiver. Please note s. 9-2 of *The Business Corporations Act, 2021*, which provides:

9-2 If a receiver-manager is appointed by the court or under an instrument or Act, the powers of the directors of the corporation that the receiver-manager is authorized to exercise may not be exercised by the directors until the receiver-manager is discharged.

This provision should be read against the backdrop of the Receivership Order, which has been in place since last Friday. That order provides for the following powers to be exercised by the Receiver, in relevant part:

- (a) The power to take possession and exercise control over all property of the Corporation (para 3(a));

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- (b) The power to receive, preserve, protect, and maintain control over the property (para 3(b));
- (c) To maintain, operate and carry on the business of the corporation, including the power to enter agreements (para.3(c));
- (d) To receive and collect all monies and accounts of the Corporation (para. 3(d)); and
- (e) To sell convey, transfer, lease or assign the property of the Corporation (para 3(l)).

With these powers vested in the Receiver, there is no power in the hands of the directors of the Corporation to undertake of their own accord any of the actions referenced in your letter.

We further note the extensive obligations of cooperation with the Receiver as set out in paragraphs 4-6 of the Receivership Order.

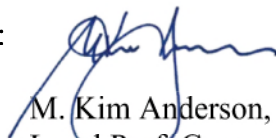
To summarize, while the Receiver hopes that a cooperative approach to the receivership will ensue, it is imperative that it be understood that the only entity with the right to deal with the property, rights and obligations of the Corporation is the Receiver, and the directors, officers and employees of the Corporation must cease all such dealing forthwith.

Thanks in advance to you and your client for your anticipated cooperation.

Yours truly,

Robertson Stromberg LLP
Barristers and Solicitors

Per:


M. Kim Anderson, K.C.
Legal Prof. Corp.

MKA:

From: M. Kim Anderson, K.C.
Direct: (306) 933-1344
Email: mk.anderson@rslaw.com
File #: 62076.4

ROBERTSON
STROMBERG

August 9, 2023

Fisher and Schmidt Law Office
Box 670, 420 Main Street
MELVILLE, SK S0A 2P0

VIA EMAIL

Attention: Grant Schmidt

Dear Sir:

**RE: F&L Concrete Services Ltd. (the "Corporation")
Terms of Receivership Order (the "Order")**

In our letter to you, sent yesterday, we addressed the matter of the lack of authority of the directors of the Corporation to act regarding its business and undertakings.

In that letter, we indicated that we intended to address several other points arising from your letter. We take this opportunity to do so.

We begin by noting that, while the application for a receivership was brought by Affinity Credit Union ("Affinity"), the appointment of the Receiver is made to protect the interests of all creditors of the Corporation, both those which rank prior to the Applicant, and those that rank subsequent.

This principle drives our earlier indication that no further payments to Affinity should take place. Now that the Receiver has been appointed, no payments will be made on account of any pre-appointment indebtedness of the Corporation, except by order of the Court. The application process will allow all parties to scrutinize proposed distributions and to argue their position before the King's Bench. It also ensures that the costs of the receivership are paid in priority to creditor claims.

Some specific points:

1. The Order indeed limits the Receiver's authority to sell assets (a single transaction limit of \$75,000.00 and an aggregate limit of \$300,000.00). However, your letter suggests that once that amount has been raised the receivership is concluded. To the contrary, the only effect of the provision is that if the Receiver contemplates sales in excess of the limits, it must seek the direction of the court. The receivership will continue, regardless of the aggregate value of any asset sales until the assets of the Corporation have been administered so as to ensure full payment of all creditors until the assets have been effectively exhausted.
2. The Order gives the Receiver the power to operate the business of the Corporation but does not require that continued operation occurs. If the Receiver should conclude that it is in the best interests of the creditors, it will continue to operate the business. However, where the

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business is not demonstrating sufficient strength to warrant continued operation or the Receiver does not have sufficient information to properly assess the risks and benefits of continuing operations, the Receiver may in its discretion, commence shutting down the business enterprise and turn to realization.

3. You suggest that the assets of the corporation exceed the amount owing to Affinity. We cannot comment on that assertion for the present. This is a matter to be determined in due course by the Receiver and by the Court. However, what we can address at this point is that the more important issue is whether the assets of the Corporation are sufficient to discharge all of its indebtedness. As noted above, the Receiver is appointed to act in the interests of all creditors, and not just Affinity.
4. This receivership is not, with respect, analogous to a Chapter 11 proceeding, and the determination as to whether the corporation continues as a going concern is one for the Receiver to make after reviewing the information available to it (and any missing information) and evaluating the risk and possible return, if any. A determination will probably be made quickly.

You have raised the matter of the amount owing to Affinity and have asked for statements. This is a matter for counsel for Affinity and we will leave that to Mr. Pederson to respond.

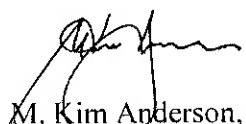
Yesterday's first meeting between the Receiver and the principals of the corporation went well. We understand that information continues to be provided to the Receiver and we hope this level of cooperation continues.

We hope that the foregoing provides additional context and information.

Yours truly,

Robertson Stromberg LLP
Barristers and Solicitors

Per:


M. Kim Anderson, K.C.
Legal Prof. Corp.

MKA:

c. MNP attn: Eric Sirrs
Travis K. Kusch

FISHER & SCHMIDT LAW OFFICE

Barristers & Solicitors

Michael K. Fisher, K.C., B.A., LL.B. (*in memory*)
Garnet M. Fisher B.A. (Hons), LL.B., *Collaborative Lawyer*
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Box 2980, 128 – 4th Ave East
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Ph: (306) 728-4581/ (306) 728-5481
Fax: (855) 978-5616
Email: Garnet fisherlaw@sasktel.net
Email: Grant solaw@sasktel.net
Website: www.fisherlawoffice.ca

August 10, 2023

MNP Ltd.
c/o Robertson Stromberg LLP
600, 105-21st Street East
Saskatoon, Saskatchewan S7K 0B3

“ Via e-mail” mk.anderson@rslaw.com
& t.kusch@relaw.com

ATTN: M. Kim Anderson and Travis Kusch

Affinity Credit Union 2013
c/o Leland Kimipnski LLP
336-6th Ave. N.
Saskatoon, Saskatchewan S7K 2S5

“ Via e-mail” rpederson@lelandlaw.ca

Attn: Ryan Pederson

Re: Affinity Credit Union 2013 and F & L Concrete Services Ltd. – Receivership Order- Aug.
4th, 2023 – MNP Ltd. – Receiver

Your File:

Our File: 5036-19

Further to our letter of August 8, 2023, the Receiver’s employees arrived at the Respondent’s shop on the afternoon of August 8, 2023. They refused to co-operate in the orderly management of the Respondent corporation until acquiring necessary information.

They started on a course of gross negligence to destroy the business, shareholders value, and equity.

The Receiver does not seem to understand that this is not a case of bankruptcy. The Court has appointed a receiver to sell \$300,000.00 of property to satisfy the demanded debt of the Applicant, Affinity Credit Union 2013.

The Court has made it clear in clause 3(L) the Receiver has the power to sell out of the ordinary course of business up to \$300,000.00 in assets. Sales in excess of \$300,000.00 require the approval of the Court.

..2

Managing out of the ordinary course of business and destroying equity is willful misconduct contrary to the Court Order.

Further to your letter of August 8, 2023, the management of the corporation are permitted to locate potential buyers. They are co-operating by locating purchasers to satisfy the debt outstanding to the Applicant who has first security.

The managers have located a purchaser of \$300,000.00 of non-essential equipment to satisfy the Applicants demand for payment.

In addition they have located a purchaser of two corporate owned houses for \$300,000.00 which is over market value. The Applicant has general security on these assets.

The Receiver has terminated most of the employees and broken contracts with the customers. When the corporation has to pay damages to customers for breach of contract, the business and accounts receivable will be irreparably damaged. Those damages will have to be claimed against the receiver for gross negligence and/or willful misconduct.


The corporate managers have attempted to co-operate to help the Receiver raise the necessary funds to pay the demand debt of the Applicant. They will not condone the willful destruction of the corporation.

If the Receiver continues to act contrary to the Court order we will be forced to apply, on behalf of the shareholders, for leave pursuant to Clause 7.

During the night of August 9th, 2023, the Receiver's employees have continued to terminate the balance of the employees. This morning, the terminated managers have attended to prepare \$200,000.00 in invoices.

Over one hundred pieces of equipment are sitting idle. The ordinary course of business has been shut down. The willful misconduct continues and damage continues to accrue.

Communicated by,



Grant Schmidt

GS: sz

My Documents/ MNP Ltd. Grants letter.docx

From: M. Kim Anderson, K.C.
Direct: (306) 933-1344
Email: mk.anderson@rslaw.com
File #: 62076.4

ROBERTSON
STROMBERG

August 10, 2023

Fisher and Schmidt Law Office
Box 670, 420 Main Street
MELVILLE, SK S0A 2P0

VIA EMAIL

Attention: Grant Schmidt

Dear Sir:

**RE: F&L Concrete Services Ltd. (the “Corporation”)
Failure to Comply with Terms of Receivership Order**

We write to you in response to your letter received late this morning. We also write regarding issues the Receiver has noted since the granting of the Receivership Order.

Our client has met and otherwise communicated with the principals of the Corporation.

There have been particular issues with the failure of the General Manager and the Controller to provide information respecting the location of the assets of the corporation, which have not been met with cooperation. More importantly, however, the management of the corporation has actively misled the Receiver.

The full extent of titles owned by the Corporation was not disclosed. Our client, when working in the Corporation’s office came across a copy of a land titles search, revealing a property located in the RM of Estevan, which was not disclosed to our client.

Last night the Receiver attended the site where it found a quantity of valuable equipment owned by the Corporation, including four larger trucks, which the Receiver had been expressly advised by employees on the same day had become stuck or were broken down on client sites. The clear implication is that the principals of the Corporation intended to further carry on business or use those assets without the knowledge or authorization of the Receiver.

The Receiver has now obtained the keys to the trucks and has again advised the principals of the Corporation and its employees that nothing is to be done with the assets except at the express direction of the Receiver.

The Receiver also advises that the following information has been sought, and has not been provided:

- (a) The locations of the aggregate pits regarding which the Corporation has rights to or had prior to the Receivership used to extract /or remove aggregate;

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- (b) The extent to which assets owned by the Corporation are on rent to or otherwise are in the possession of other persons/companies;
- (c) Any assets not on sites owned by the Corporation; and
- (d) Details, including specific names, related to the occupancy of the staff housing for the residential properties owned by the Corporation.

The lack of cooperation is very problematic. The misleading information provided respecting the trucks is particularly so.

Given the content of your letter, it would regrettably appear that we must be rather direct about matters. Please note:

- (a) The Receivership Order is very clear respecting the obligations of the company and of its directors, officers, employees, and shareholders;
- (b) The failure to provide information and to deliver up or assist in delivery of assets to the Receiver, and in particular, the disinformation emanating from the corporate officers clearly breaches the Order; and
- (c) The Receiver expects and will require complete cooperation at all times moving forward, in order to spare the Receiver the unfortunate need to seek further orders and sanction for contempt of court.

In your earlier letter to us, we noted that on many points, your correspondence mischaracterized the effect of the Receivership Order. As a courtesy, our correspondence sent to you yesterday attempted to set the record straight. Regrettably, you continue to assert the earlier mischaracterization as well to make new assertions not consistent with the Receivership Order.

So there is no misunderstanding, and regarding your assertions made today:

- (a) The Receiver full well understands the terms of the Receivership Order;
- (b) The Receivership Order did not “appoint the Receiver to sell \$300,000 of property to satisfy the Applicant’s debt.” We explained this to you in our letter dated yesterday and refer you back to that letter for that explanation;
- (c) The failure to provide information and the clearly deliberate attempt to mislead the Receiver hardly constitutes cooperative behaviour by the principals of the Corporation.
- (d) The actions of those principals mean that the Receiver must now examine all actions and all statements made by the principals critically;
- (e) The lack of cooperation and lack of information received confirm that the approach taken by the Receiver during the past 48 hours has been prudent and appropriate; and

- (f) Each and every action taken by the Receiver is pursuant to and consistent with the powers and mandate granted by the Receivership Order.

So there is no misunderstanding about this letter, our earlier letters, or any future correspondence, failure to address each assertion made in your communication to us should not at any time be seen as acquiescence or agreement with any assertion of fact or law you have made. We clearly disagree about most matters asserted today and several matters asserted in the past. If we agree with you on any point, we will expressly state that to be the case. If we do not do so, please do not assume that we don't take issue.

We require at the earliest opportunity the following;

- (a) Confirmation of receipt of this letter by you; and
- (b) Confirmation that the contents of this letter and the contents of the Receivership Order have been fully communicated to all directors, officers and shareholders of the Corporation and any other person having legal or *de facto* authority over the undertaking and assets (we do have your earlier confirmation that the CEO has reviewed that Order); and
- (c) Confirmation that the directors, officers, and shareholders of the Corporation will comply with the terms of the Order.


If have not received confirmation of the foregoing by the end of the day today, and without limiting in any way the Receiver's options respecting non-compliance up to the time of this letter, the Receiver will consider its further options.

We look forward to your client's full compliance with the Receivership Order.

Yours truly,

Robertson Stromberg LLP
Barristers and Solicitors

Per:


M. Kim Anderson, K.C.
Legal Prof. Corp.

MKA:

- c. MNP attn. Eric Sirrs and Karen Aylward
Leland Kimpinski, attn. Ryan Pederson
Travis Kusch

**FISHER & SCHMIDT LAW
OFFICE**

Barristers & Solicitors

Michael K. Fisher, K.C., B.A., LL.B. (*in memory*)
Garnet M. Fisher B.A. (Hons), LL.B., *Collaborative Lawyer*
Grant J. Schmidt LL.B.

Box 2980, 128 – 4th Ave East
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Website: www.fisherlawoffice.ca

August 10, 2023

MNP Ltd.
c/o Robertson Stromberg LLP
600, 105-21st Street East
Saskatoon, Saskatchewan S7K 0B3

“ Via e-mail” mk.anderson@rslaw.com
& t.kusch@rslaw.com

ATTN: M. Kim Anderson and Travis Kusch

Affinity Credit Union 2013
c/o Leland Kimipnski LLP
336-6th Ave. N.
Saskatoon, Saskatchewan S7K 2S5

“ Via e-mail” rpederson@lelandlaw.ca

Attn: Ryan Pederson

Re: Affinity Credit Union 2013 and F & L Concrete Services Ltd. – Receivership Order- Aug.
4th, 2023 – MNP Ltd. – Receiver

Your File:

Our File: 5036-19

We have received your letter of August 10th, 2023. The Respondent has complied with information as much as possible when they are locked out of the office and access to information.

We have \$300,000.00 in our trust account deposited by a third-party for the purchase of \$300,000.00 of the equipment of the Respondent at fair market value. Will your client's co-operate in the sale of the equipment.

With the Respondent shut down, the Estevan customers have learnt of the Respondent's dilemma. They are rallying to help their contractor and supplier continue with ordinary business.

Will your clients co-operate in the orderly management of the business? Other local entities have also offered to participate in an orderly plan to keep their supply chain functioning. Some of them are larger well capitalized business who have experienced receivership.

The Respondent does contract work for the coal mine, Sask. Power, Sask. Energy, the City of Estevan, Rural Municipalities, oil and gas companies, and oil well services companies.

..1/2

The Receiver's employees are looking for a special compressor. I can tell you where it is. It is constantly on site at one of the Sask. Power plants so that it is available to help keep the electricity of Southern Saskatchewan on.

Gross negligence and willful misconduct are destroying the shareholders' equity by the hour. At noon today, the Respondent received a communication that the Calgary Head office of an oil company had instructed it's Saskatchewan division to do no further business with F & L Concrete Ltd.

The Respondent has never missed a payroll in thirty years. Today, the terminated company's managers had to, at the request of the Receiver, go to the bank and contact the payroll company to get the payroll out.

The Respondent's terminated company's managers have a plan to:

1. Pay the Applicant's demand loan at the Estevan Credit Union branch approximately \$300,000.00;
2. To pay priority creditors who do not agree to the Respondent's plan;
3. Continue the payment plan with CRA or pay them out if an agreement cannot be reached;
4. Rehire the employees;
5. Serve their customers as usual; and
6. The receiver would be informed and co-operate with orderly management of the Corporation as long as the Receiver is in place;

Other details of the plan are still being confirmed.

The Receiver was put in place to solve problems not create new problems. Please advise if the Receiver is prepared to co-operate with management to resolve the problems before they get worse.

Communicated by,



Grant Schmidt

GS: sz

From: Travis K. Kusch
Direct: (306) 933-1373
Email: t.kusch@rslaw.com
File #: 62076.4

ROBERTSON
STROMBERG

August 11, 2023

Fisher and Schmidt Law Office
Box 670, 420 Main Street
Melville, SK S0A 2P0

VIA EMAIL

Attention: Grant Schmidt

Dear Sir:

**RE: F&L Concrete Services Ltd. (the "Corporation")
Failure to Comply with the Terms of the Receivership Order (the "Order") and
Cooperate with the Receiver, MNP Ltd. (the "Receiver")**

We write to you both in response to your letter received late yesterday and in order to address other pressing issues brought to our attention by the Receiver. As was the case with our previous correspondence, our failure to address certain points made in your letter should not be seen as acquiescence or agreement to the same. Absent specific agreement, you can continue to assume we continue to disagree with you on most points you have raised.

Before addressing the various issues that the Receiver has brought to our attention, we wish to correct a few factual inaccuracies you have outlined in your previous correspondence:

1. Regarding access to the premises, during the period of August 8 through August 10, Mr. Kurt Schmidt remained in attendance at the premises and at all times, had access to his computer and the financial records of the Corporation. Mr. Fichter, by his own choice, was in attendance less often but did have the same access when he chose to attend the premises.
2. The Receiver was under no obligation to allow pre-receivership payroll to clear the bank account but did so in good faith for the employees. The Receiver, in order to promote an efficient payment to the employees, notified management that the payroll had not been withdrawn and that the Corporation should issue a wire to avoid issues with the employees.

Again, we draw your attention to these two issues in particular, but disagree with other assertions you have made. We will address those as and when appropriate.

Lack of Disclosure

Turning to the information requested and not yet received, we can advise that during the Receiver's attendance at the premises, many discussions were had regarding continuing the Corporation's operations. The Receiver has, on more than one occasion, advised the Corporation's principals that significant financial information must be provided to determine if ongoing operations are in the best interests of all stakeholders.

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The information requested included, but was not limited, to:

1. Quotes and purchase orders;
2. Copies of contracts;
3. Copies of work orders on a job by basis;
4. Estimated revenue and expense statements (by job);
5. Outstanding accounts receivables; and
6. Projected and historical cash flow statements.

Mr. Schmidt advised he was unable to provide any quotes or purchase orders because they were completed verbally. No supporting details were provided.

Mr. Schmidt further indicated no cashflow statements have been prepared since the start of the Covid-19 pandemic, invoicing was not up to date and the financial information could be downloaded by the Receiver from Quickbooks. He did not provide any of the foregoing information.

The Receiver indicated that, in light of the above, the documentation to assess the viability and operations of the Corporation must be provided for review by the Receiver. Mr. Schmidt indicated that the Receiver should simply take him at his word with respect to the operations and viability of the Corporation.

Obviously, this is not acceptable, and the Receiver requires actual information to verify and determine these matters.

We further enclose a listing of the assets that the Receiver has been unable to locate. With respect to this list, as well as any other equipment the Corporation may own, we will require:

1. The location of the equipment;
2. The status of the equipment (i.e. capable of operation, stuck, minor repair); and
3. The contact information for the person who can return the equipment.

With respect to any equipment disposed of, we will require all documents and listings to support the same.

Continued Operations

The Receiver continues to remain troubled that the Corporation may be carrying on business in some capacity, in clear and flagrant violation of the Order. The Receiver, given the lack of compliance with the Order by the Corporation and its principals, has been left with no choice but to contact customers to advise them of the current situation.

We will require the Corporation's management to cease any operations that remain and confirm, in writing, no work will be undertaken in the name of or by the Corporation or with the Corporations' equipment.

Conclusion

Simply put, given the lack of cooperation by the Corporation and its principals and employees over the last several days, the lack of disclosure and clear and active intent and attempts to conceal assets and information, the Receiver is of the opinion that that the Corporation's management is not working in good faith and has no ability to manage the operations of the Corporation.

As a result, given the concerns raised herein, the Receiver has no choice but to conclude that the continued operations are not in the best interest of the creditors or the Corporation's estate.

We again stress that it is prudent that, in accordance with the terms of the Order, the information outlined above, as well as any other information requested by the Receiver, be provided. Should we not receive the information outlined herein by **10:00 a.m. on Monday, August 14, 2023**, the Receiver will consider what next steps should be taken.

To be clear, regardless of what is provided, the Receiver reserves the right to take any action it deems necessary.

Should the Corporation wish to apply to the Court to present a plan to have the matter dealt with and have the Receiver discharged, it is welcome to do so.

We look forward to your reply and most notably, confirmation that your client will be provide the information requested herein on an immediate basis.

Sincerely,

Robertson Stromberg LLP
Barristers and Solicitors

Per: 
Travis K. Kusch

TKK:

Cc: M. Kim Anderson K.C.
MNP Ltd.
Leland Kimpinski attn: Ryan Pederson

FISHER & SCHMIDT LAW OFFICE

Barristers & Solicitors

Michael K. Fisher, K.C., B.A., LL.B. (*in memory*)
Garnet M. Fisher B.A. (Hons), LL.B., *Collaborative Lawyer*
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Email: Grant solaw@sasktel.net

Website: www.fisherlawoffice.ca

August 11, 2023

MNP Ltd.
c/o Robertson Stromberg LLP
600, 105-21st Street East
Saskatoon, Saskatchewan S7K 0B3

“ Via e-mail” mk.anderson@rslaw.com
& t.kusch@rslaw.com

Attn: M. Kim Anderson and Travis Kusch

Re: Affinity Credit Union 2013 and F & L Concrete Services Ltd. – Receivership Order- Aug.
4th, 2023 – MNP Ltd. – Receiver.

Your File:

Our File: 5036-19

We have had correspondence on this Receivership and we are following up on our letter of 4:35 p.m. August 10th, 2023, I called you at 11:45 a.m. this day to discuss further details of a resolution to the Affinity Credit Union’s demand for payment of operating loans. I left a message on your answering machine.

Recent Development

- I As I indicated yesterday, we have \$300,000.00 in trust; our clients agree to pay the Credit Union without the sale of any equipment.
- II Our client advises local customers will invest sums sufficient to make the sale of any equipment unnecessary.

The foregoing clauses provide additional details to the plan proposed at 4:35 p.m. August 10th, 2023.

The Receiver has shut down the ordinary business of the Corporation. They have communicated to the customers that F & L Concrete Ltd. is out of business.

Is there any reason why this destructive conduct should continue?

Evidence adverse to your client’s position to terminate the corporation continues to come in. We will preserve the evidence and not list it at this time. The lives of thirty-five employees are being unnecessarily attacked.

..12

Liquidation is not necessary. Other than liquidation, we have not been advised of the Receiver's Plan of responsible action.

We await your telephone response.

Communicated by,

A handwritten signature in black ink, appearing to read "Grant Schmidt", written over a horizontal line.

Grant Schmidt

GS: sz

My Documents/ MNP Ltd. e-mail – F & L Concrete – developments

**FISHER & SCHMIDT LAW
OFFICE**

Barristers & Solicitors

Michael K. Fisher, K.C., B.A., LL.B (in Memory)
Garnet M. Fisher B.A. (Hons), LL.B, *Collaborative Lawyer*
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Email: Garnet fisherlaw@sasktel.net

Email: Grant solaw@sasktel.net

Website: www.fisherlawoffice.ca

August 11, 2023

Court of King's Bench
Court House
2425 Victoria Avenue
Regina, Sask. S4P 3V7

“Via Fax” (306) 787-7217

Attn: Local Registrar

URGENT

RE: Affinity Credit Union 2013 v. F & L Concrete Services Ltd.
Your file: KBG – RG- 00909-2023
Our file: 5036-19

There are urgent issues on the Receiver's conduct regarding the Order of August 4th, 2023.

Please advise when Justice Bergbusch would be available to consider the issues and give guidance.

Communicated by,



Grant Schmidt

GS: sz

My Documents/ K.B. (Reg.) fax – F & L Concrete - request appearance

**Copy faxed to: Leland Kimpinski LLP (Ryan Pederson) and
Robertson Stromberg (Travis K. Kusch)**

From: M. Kim Anderson, K.C.
Direct: (306) 933-1344
Email: mk.anderson@rslaw.com
File #: 62076.4

ROBERTSON
STROMBERG

August 15, 2023

Fisher and Schmidt Law Office
Box 670, 420 Main Street
Melville, SK S0A 2P0

DRAFT FOR DISCUSSION PURPOSES

Attention: Grant Schmidt

Dear Sir:

**RE: F&L Concrete Services Ltd. (the "Corporation")
Failure to Comply with the Terms of the Receivership Order (the "Order") and
Cooperate with the Receiver, MNP Ltd. (the "Receiver")**

Thanks for taking time to discuss matters yesterday.

We have reviewed the points you made during that discussion and your proposal to move matters forward with the assistance of management of the Corporation.

Following review, the Receiver regrets to advise that it cannot agree to the continued involvement of management in circumstances, as here, the Receiver does not have complete confidence in management.

Some of the underlying reasons have been already addressed in our earlier correspondence. One of those, which we reiterate now, is that the Receiver has yet to receive full and complete information respecting the property owned by the Corporation (the "**Property**").

Attached is an updated listing of property which the Receiver has reason to believe is part of the Property. This list was recently revised to remove a tractor unit which was located by the Receiver. There may be several items related to the crushers located in the Wash Plant as well, which, if the serial numbers check out, will be removed from this list.

The Receiver has compiled this list from several sources available to it, so there may be inaccuracies on the list, and the list may not be complete. If there are items on the list that should not be there, the Corporation should feel free to advise.

Otherwise, as noted in our letter of August 11, the Receiver requires the following information with respect to the equipment noted on the attached list:

1. The location of the equipment, both the property listed and other equipment missing from the list, but remaining part of the Property;

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2. The status of the equipment (i.e. capable of operation, stuck, minor repair); and
3. The contact information for the person who can return the equipment.

With respect to any equipment disposed of, we will require all documents and listings to support the same.

This will confirm that we will be taking steps to secure an early date to permit the Receiver to report to the court, seek approval of actions taken to date, and to obtain whatever orders may be required to obtain full cooperation from the Corporation and its management.

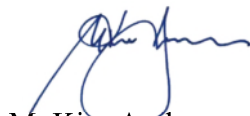
We will copy you and keep you fully apprised of steps taken to secure a court date before a member of the insolvency panel.

We look forward to your reply and as before, confirmation that your client will be provide the information requested herein on an immediate basis.

Sincerely,

Robertson Stromberg LLP
Barristers and Solicitors

Per:



M. Kim Anderson, K.C.

MKA:

Cc: Travis K. Kusch
MNP Ltd., attn: Karen Aylward
Leland Kimpinski attn: Ryan Pederson

Year	Make/ Description	Model	Serial Number/ VIN
	Kubota Tractor	RC72-30B Mower	13789
2007	Volvo L70F Wheel Loader and 3 Yard Bucket		61946
2017	Kubota Tractor	B2650HSDC	64029
2005	Ingersol Rand Zoomboom	VR 843C	184015
2008	JLG Zoomboom	G10-55A 10,000 lb	160035716
2006	Bobcat Mini Hoe	435AG	563112371
	Case Smooth Drum Packer 66"	SV208	1066290391
2013	JLG Scissor Lift	260 MRT All Terrain	0200218675
2014	JLG Boom Lift	450 AJ SII	0300181163
2006	Alta-Fab Double End Well-Site Trailer	SN5825	06120S5825WSEE
2014	Dodge Ram	1500	1C6RR7FG7ES459653
2012	Forks RV Surrey Office Trailer OTG24		1F9SLB220CS217084
2012	Forks RV Surrey Office Trailer OTG24		1F9SLB227CS217082
2012	John Deere Trackhoe	Excavator 290GLC	1FF290GXHBD705156
2014	John Deere Trackhoe	Excavator 290G	1FF290GXKED706173
2012	Ford F350	Super Duty Crew Cab 4WD	1FT8W3BT1CEB02070
2016	Ford F350	Super Duty	1FT8W3BT4GEA05855
2018	Ford F350	Super Duty SRW	1FT8W3BT6JEB01106
2011	Ford F350	Super Duty	1FT8W3DTXBEB34835
2018	Ford F150	Supercrew	1FTEW1EG5JFB35442
2006	Ford F350	Super Duty	1FTWW33P56ED18095
2006	Freightliner Heavy Vehicle		1FVAFCDK66HW79965
2013	Freightliner	Concrete Truck	1FVHG5BS1DHBW0767
2002	Chevrolet	Silverado 1500	1GCCE14W62Z224356
2019	John Deere Tractor	Z535M Ztrak	1GX535MHLKK110728
2013	Henderson	38ft Tridem Live Bottom Trailer	1H9L393XDM552019
2006	Kenworth		1NKDLB0X46R987996
2012	JD Dozer	850J	1T0850JXABD212428
2009	Kenworth	Heavy	1XKDD40X69J940163
2012	Kenworth	Heavy	1XKDP4EX2CJ954049
2012	Arnes Trailer		2A9073739CA003814
2014	Cascade Trailer Scissoromeck		2C91353J7E1086597
2007	End Dump Doepker Trailer (Aecom)		2C9ESJ2237M183132
2015	Trailtech Trailer		2CU148RE4F2035489
2012	Trailtech Trailer		2CU54AXEXC2031017
2012	Demby Trailer		2CU5BATL6C2031221
2013	Trailtech Trailer (dump trailer)		2CUB38EA1D2033500
1992	Decap 32' T/A Alloy Bottom Dump Trailer		2D90P3220ND17161
2005	Sterling		2FZHCHDC45AN97133
2013	Cjay Trailer		2JAAE7922D1002689
2007	Trailer		2K9LB35497L052337
2009	Midland 88 ft Tridem Bottom Dump Trailer		2MFFB2S4D59R005879
2008	Trailer		2N9PP173486090112
2012	Forks RV Surrey Office Trailer OTG24		1F9SLB225CS217078
2019	Dodge Ram	2500	3C6UR5FL2KG562946
2010	Load Trail Trailer - For Whisper Watt Genset MQ Power 70		4ZECH1825A1076600
2013	Forest River Trailer		5NHUCMV28DN076713
2007	Continental Trailer		5SMCL222971003844
1996	Cat Loader	1T24P	6KN00182
2006	Genie Boom Lift	Z34 Indoor	734N065773
2007	Bomag Vibratory Roler 84' Sheepsfoot Packer	BW211PD-3	901583261012
2018	Bobcat	T650 T770 Tracked	ALJG26409
2017	Kubota Tractor	LA534A Loader Bucket	B7982
2007	Cat Dozer	D6N LGP Crawler Tractor	CAT00D6NHDJY00333
2013	Doosan Loader	DL220	DHKCWLAX005032
2009	John Deere Loader	544K	DW544KZ624472
2009	John Deere Loader	624K	DW624KZ625100
2009	John Deere Grader	770D	DW770DX623868
2008	Case Trackhoe	CX210B	N8SH1800
2012	Case Mini Hoe	CX50B	NCTN82773

2004	Genie Boom Lift	S125	S12504908
2013	Genie Boom Lift	z45/25J Terex S45	S451317945
2004	Genie Boom Lift	S60	S600410271
2005	Genie Boom Lift	S65	S600510582
2013	Genie Boom Lift	S65	S601427090
2012	Homebuilt 38' Mobile Catwalk Pipe Rack with Airlift Trailers	2102-03-26	SK401599534
2012	Homebuilt 38' Mobile Catwalk Pipe Rack with Airlift Trailers	2102-02-25	SK401599543
2018	Bobcat	T650 Tracked	SLJG25224
2014	SDLG Wheel Loader	L959	VLG00959HD9015857
2007	Trailer		WDGN842TA9XLT
2005	Genie Boom Lift	Z45/25J	Z45250524766
2004	Genie Boom Lift	Z60/34	Z60054915
2011	Western Star	Western Star Heavy	5KJRALDRXPBA5977
2008	Continental	Continental Cargo Trailer	5NHUAPZ218N054253
2011	PJ	Utility	5PYAT1721B1011663
2004	Gerry's Jeep		2K9KB224X4L052143
2021	Dodge	2500	2021 Dodge Ram 2500
2020	Ford 350 SD Crewcab 4wd /	F350	1FT7W3BT3LEC14753
2022	Ford F350 SD Crew Cab/	F350	1FT8W3BT9NEG07700
2022	FordFord F350 SRW 4WD Crew Cab/	F350	1FT8W3BTXNEF68891
2022	Doepker	Cross Dump	2DEGXDE32N3042981
2000	Great Dane	Van	White Great Dane 45'
	Meridian	280BBL	280BBL Meridian Portable Cement Silo
2022	John Deere Excavator	300G	1FF300GXHNF731974
2018	McCloskey S190 2 Deck Screening Plant	S190	88390
2010	Fabtec 30in. X 50' radial stacking conveyor		3050RSE14710
2017	Stacker Keestrack S5 STKR10 23 Stacker	S5	04KS215
2017	Sensortech 43" 1200 optical belt scale	1200	100870
2011	KPI-JCI 36in x 70ft Portable Radial Stacking Conveyor		411321
2010	KPI-JCI 47-3660 36 In x 60 Ft Portable Radial Stacker		604521
2019	McCloskey C44 Cone Crusher	C44	89638
2021	John Deere 644G Wheel Loader	644G	1YN644GACMLA00014
2019	JD 850L Crawler Dozer	850L	1TO850LXP359648
2020	Bobcat S76	S76	B4CD11460
2023	Bobcat T770	T770	AT6337798
2018	Bobcat 72" Sweeper		783744593
	Weber	CR6HCCD	600_06
2013	Weber	CR6HCCD	3105518
2008	Weber	CC8CCD	8004029
2013	Weber	CR6HCCD	8102409
2012	Wacker Neuson		BPU3750ATS
2009	Wacker Neuson	WP1550A	6670541
2008	Wacker Neuson	WP1550A	6658450
	Wacker Neuson		108832665
	Ground Pounder	GP3000	1275247
	Wacker Neuson vibration plate		10883265
2012	Magnum LT# 1	MLT4200	1210469
2012	Magnum LT# 2	MLT4200	1203307
2011	Ingersoll Rand LT# 3	L6-60HZ-T4F/2011	420134UKUD88
2012	Magnum LT# 4	MLT4200	1210470
2010	Ingersoll Rand LT# 7	L6-60HZ-T4/2010	411924UBUD48
2012	Magnum LT# 8	MLT4200/STD	1115787
2015	Light tower towable Multiquip (United Rentals)	MLT	37749
2011	Allmand Maxi Lite 22KW Light Tower		0494MLV11
	Wacker Genset G7	620002	5775675
2007	Magnum Genset #15	MLG15	071669
	Wacker Neusen Genset G100 on trailer plate # 854HIY	620651	20023628
2010	Ingersoll Rand Air Source Plus 185	Air Source-IR-T2/2010	412399UCUD69
	Sullair 185 air Compressor	49HP185DPQJD14	201209110084
2013	Sullair 375 Air Compressor	375HCA3	201302080112
2006	Sullair 375 Air Compressor		200604270107

2007	Sullair 750H Air Compressor	750HCAT	200703230029
2011	Omega	PUK-9008G	1102UC22D155
	Eagle		large electric air compressor 1.5HP
2012	Doosan 800-845 CRM Diesel Compressor	XP825WCU	XP825WCU
	Frost Fighter Indirect Fired	HV350 II	11121513
	John Deere Heater		AC-215
	John Deere Heater		AC-175
	John Deere Heater		AC-175
	John Deere Heater		AC-175
	Hydra Drive Riding Trowel	HDX600	6000708004
	PowerJet		PJG2501-6.5B
	Stream		X-882__
2012	PowerBoss	79F014 APEX 47	GAPEX49GH09011
n/a	Advance Micromatic M17B auto scrubber		n/a
	Lincoln Electric Stick Welder	K1726-5 code 12097	U1130510765
	Millermatic 210 Welder		LG201843B
	Drill Press	DT16B	941239
2013	Husqvarna	FS4800DFP26"	001324095001
	Blue Floor saw	MCS11-13	131012
	Diamant Cedima		23181
	Target Paciv		unknown
	LandPride STH1590 Harrow	STH1590	1087867
2004	Mikasa Sangyo Co.	MT-65H	M-4753
2005	Ingersoll Rand	RX-344H	LF3701
2019	Polartek Plus AC Machine - Snap On		EC1803696
2019	ProLink Ultra Starter - Snap On		19791
	K970 14" Gas Ring Saw	20152200041	K970
	Howe Richardson 50 ton Truck Scale		E46489
2017	Doepker Trailer		2DEGEDZ31H1034841
2005	Lowboy		2K9LB353X5L052299
2012	Forks Trailer		1F9SLB229CS217083
2012	Trailer		1F9SLB2203S217084
2000	White Great Dane 45'		1GRAA06231W005403
	Atco Well site Trailer		
	Q/C Excvator Hydraulic Hammer		
	Forms		
	12 ft Land Leveler		
	Moulds - Curb - Barrier - Block		
	Grinders , core machines and Bits		
	Vibrators		
	Tarps		
	Shop Mechanics Equipment		
	Propane Tank 1000 GL		
	Fuel Tank		
	10 buckets , auger bucket		
	2 snow blowers		
	2 broom attachments		
	stump grinder		
	hammer / chisels & misc. attachments		
	Auger bits and augers		
2005	Gerry	Lowboy	
	Electric Forklift		
	Caterpillar Forklift		
	Pallet Jack Electric		
	Floor Saws		
	Pallet Jack		
	Ride on Floor Sweeper		
	Heavy Discer		
2018	3 - 40 ft 3 runner rig matts		
	GME Trench Box		
	Reddy Heater (Red)		

	Welders		
	Husqvarna	FS413	
	Husqvarna	FS524	
	3 Box semi trailers - storage.		
	Husqvarna		
	Gas Tank		
	Excavator Hydraulic Hammer		
	9 Attachments - Rippers, Buckets, packers		
	Mark X Snow Rid Grader Attach w/ 2 valves 1500PSI		
	Additional buckets and Pallet forks		
	Jumping Jack		
	Saw		
	Additional Buckets		
	Diskers		

FISHER & SCHMIDT LAW OFFICE

Barristers & Solicitors

Michael K. Fisher, K.C., B.A., LL.B. *(in memory)*
Garnet M. Fisher B.A. (Hons), LL.B, *Collaborative Lawyer*
Grant J. Schmidt LL.B

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Email: Garnet fisherlaw@sasktel.net

Email: Grant solaw@sasktel.net

Website: www.fisherlawoffice.ca

August 15, 2023

MNP Ltd.
c/o Robertson Stromberg LLP
600, 105-21st Street East
Saskatoon, Saskatchewan S7K 0B3

“ Via e-mail” mk.anderson@rslaw.com
& t.kusch@rslaw.com

Attn: M. Kim Anderson and Travis Kusch

Re: Affinity Credit Union 2013 and F & L Concrete Services Ltd. – Receivership Order- Aug
4th, 2023 – MNP Ltd. – Receiver

Your File: 62076.4

Our File: 5036-19

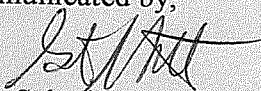
We have forwarded your letter of August 15th, 2023, to the former manager and directors of F & L Concrete Ltd. for their consideration.

All other employees have been terminated and locked out of the corporate facilities. They do not have access to information to co-operate regarding the Receiver's questions.

When the directors consider the requests in your letter, they will contact former employees who might have knowledge unknown to the directors.

The Receivers were offered a land titles quick search which they refused. They indicated they would do their own search. The non-real estate questions are being considered by the directors.

Communicated by,



Grant Schmidt

GS: sz

My Documents/ MNP Ltd. e-mail – F & L Concrete – information search