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JUDICIAL CENTRE

EDMONTON

PLAINTIFF

BANK OF MONTREAL

DEFENDANTS

GILL'S VACUUM SERVICE LTD., ONE
EARTH ENVIRONMENTAL SOLUTIONS INC.,
2012613 ALBERTA LTD., and NEIL GILLARD

DOCUMENT

**SECOND REPORT TO THE COURT OF MNP
LTD. IN ITS CAPACITY AS RECEIVER OF
GILL'S VACUUM SERVICE LTD., ONE
EARTH ENVIRONMENTAL SOLUTIONS
INC., and 2012613 ALBERTA LTD.**

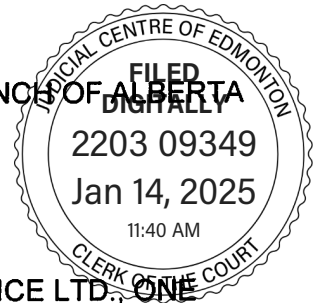
ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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**IN THE MATTER OF THE RECEIVERSHIP OF
GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., and
2012613 ALBERTA LTD.**

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Appendices

- A. A copy of the Receivership Order – November 18, 2022
- B. A copy of the Approval and Vesting Order – May 21, 2024
- C. A copy of the Gill's PPR Search Report dated November 9, 2022
- D. A copy of the One Earth PPR Search Report dated November 9, 2022

- E. A copy of the 201 Alberta PPR Search Report dated November 9, 2022
- F. Copies of the Auction Analytic Reports
- G. Interim Statement of Receipts and Disbursements for the period of November 18, 2022, to January 7, 2025
- H. A copy of the Fee Affidavit of Kristin Gray

PURPOSE OF REPORT

1. Pursuant to an Order of the Court of King's Bench of Alberta granted November 18, 2022 (the "**Receivership Order**"), MNP Ltd. ("**MNP**"), successor of The Bowra Group Inc., was appointed receiver and manager (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of Gill's Vacuum Service Ltd. ("**Gill's**"), One Earth Environmental Solutions Inc. ("**One Earth**") and 2012613 Alberta Ltd. ("**201 Alberta**") (collectively the "**Companies**"). A copy of the Receivership Order is attached as **Appendix "A"**.
2. This is the Receiver's second report to Court (the "**Second Report**"). This Second Report should be read in conjunction with the Receiver's first report to Court dated May 13, 2024 (the "**First Report**").
3. The purpose of this report is to:
 - i. Provide the Court with a summary of our activities since the First Report;
 - ii. Provide this Honourable Court with an interim statement of receipts and disbursements for the period of November 18, 2022, to January 7, 2025;
 - iii. Update this Honourable Court with respect to the property auction;
 - iv. Request the approval of the Receiver's activities and fees incurred to date, plus additional fees, disbursements, and taxes up to a maximum of \$12,000 to complete the Receivership;
 - v. Request the approval of the Receiver's legal counsel's activities and fees incurred to date, plus additional fees, disbursements, and taxes up to a maximum of \$10,000 to complete the Receivership;
 - vi. Assist in this Honourable Court's consideration of the Receiver's application to increase the Receiver's Charge as granted in the Receivership Order from \$50,000 to \$130,000; and,
 - vii. Approve the discharge of the Receiver on the terms set out in the proposed form of Discharge Order appended to the Receiver's Notice of Application filed concurrently with this report.

BACKGROUND INFORMATION

4. Gill's is an Alberta corporation registered on December 31, 2019. 693235 Alberta Ltd. was a company incorporated pursuant to the laws of Alberta and amalgamated with Gill's on December 31, 2019.
5. One Earth is an Alberta corporation registered on April 29, 2016. One Earth had no operations or assets at the time of Receivership.
6. 201 Alberta is an Alberta Corporation registered on December 22, 2016. 201 Alberta is a holding company and owns all of the shares of Gill's. 201 Alberta had no operations or assets as at the date of Receivership.
7. Mr. Neil Gillard ("**Gillard**") is the sole director of the Companies.
8. As at the date of Receivership Gill's was the registered owner of lands described as:
 - i. 124 Main Street, Kinsella, Alberta
 Legal description:
 PLAN 1562W
 BLOCK 5
 LOTS 10 TO 12

 ("**124 Main Street**")
 - ii. 321 Main Street, Kinsella, Alberta
 Legal description:
 PLAN 654NY
 LOT B

 ("**321 Main Street**") (collectively the "**Properties**")
 - iii. Lot 1 Main Street, Kinsella, Alberta
 Legal description:
 PLAN 1562W
 BLOCK 8
 LOT 1

 ("**Lot 1 Main Street**")

9. 124 Main Street is a vacant warehouse with attached office space and mezzanine level living quarters.
10. 321 Main Street is a large yard and industrial warehouse property.
11. Lot 1 Main Street is a fully serviced, vacant residential lot.
12. The Receiver accepted an Offer to Purchase on Lot 1 Main Street and the transaction closed in May 2023.
13. Gill's only other asset as at the date of Receivership, was funds held by Stewart Belland & Associates ("**Stewart Belland**") pursuant to a *Personal Property Security Act* seizure and sale of equipment conducted by the Bank of Montreal ("**BMO**"). Funds were remitted to the Receiver by Stewart Belland in March 2023.
14. In its First Report, the Receiver recommended the sale of the 124 Main Street and 321 Main Street properties by way of public auction. This Honourable Court granted an Approval and Vesting Order on May 21, 2024, and the sale of the Properties closed on or around November 20, 2024. A copy of the Approval and Vesting Order is attached as **Appendix "B"**.
15. All of the Company's assets have been sold and the administration of the receivership is now complete.

INSOLVENCY EVENTS AND SECURITY HELD BY BMO

16. BMO provided loans and/or other credit to Gill's, One Earth, and 201 Alberta for the purchase of property and equipment related to the operations of Gill's.
17. As security for its indebtedness, liabilities, and obligations to BMO, Gill's provided a mortgage over 124 Main Street and 321 Main Street properties dated July 26, 2016, securing the principle sum of \$580,000, plus interest and costs, over 124 Main Street and 321 Main Street.
18. As further security for the loan, Gill's executed a Security Agreement dated February 10, 2000 (the "**Gill's GSA**"). The Gill's GSA, among other things, granted BMO a security interest in all of Gill's present and after-acquired personal property and real property and any proceeds arising from thereof. The Gill's GSA was registered at the Alberta Personal Property Registry ("**PPR**"). A copy of the Gill's PPR dated November 9, 2022, is attached as **Appendix "C"**.

19. By caveat dated August 18, 2021, and registered in the Alberta Land Titles office, BMO registered the floating charge granted in the Gill's GSA in the amount of \$500,000.
20. As further security for the loan, One Earth executed a Security Agreement dated April 27, 2018 (the "**One Earth GSA**"). The One Earth GSA, among other things, granted BMO a security interest in all of One Earth's present and after-acquired personal property and real property and any proceeds arising from thereof. The One Earth GSA was registered at the PPR. A copy of One Earth's PPR dated November 9, 2022, is attached as **Appendix "D"**.
21. As further security for the loan, 201 Alberta granted BMO an assignment and postponement in favour of the indebtedness of Gill's. On or about August 19, 2012, BMO registered its security interest at PPR. A copy of the 201 Alberta PPR dated November 9, 2022, is attached as **Appendix "E"**.
22. The Gill's indebtedness is further secured by various guarantees provided by Gillard.
23. On or around March 31, 2022, BMO demanded payment of all indebtedness related to the Companies. As of early November 2022, the Companies had failed or neglected to pay all related indebtedness to BMO.
24. BMO lost confidence in the ability of the Companies' management to continue to operate the Companies. In addition, BMO understood that Gillard had the intention of relocating to British Columbia.
25. Further, BMO was advised that the 124 Main Street and 321 Main Street properties were vacant and abandoned.
26. As such, on November 18, 2022, BMO applied for and obtained the Receivership Order.
27. As at November 14, 2022, BMO was owed in excess of \$415,306 plus interest and costs continuing to accrue thereon.

RECEIVER'S ACTIVITIES

28. Since its First Report, the Receiver continued to maintain and preserve the 124 Main Street and 321 Main Street properties.

29. The Receiver continued to engage a contractor to perform regular insurance inspections in respect of the Properties.
30. The Receiver had various correspondence with the auctioneer, LFC Marketing Services, Inc. ("LFC"), regarding the results of the initial auction, proceeding with a second auction and results of the second auction.
31. The Receiver completed the sale of the Properties with the assistance of its legal counsel, LFC and ReMax Elite.
32. The Receiver cancelled all insurance and contract services.
33. The Receiver continues to complete the administrative requirements pursuant to the *Bankruptcy and Insolvency Act*, the Receiver set up a dedicated website to provide information to the Company's creditors and interested parties and held discussions with creditors regarding the status of the Receivership and the administration of the estate.

RESULTS OF THE PROPERTY AUCTION

34. On or around June 20, 2024, the public auction with LFC went live, with minimum bids of \$39,000 for 124 Main Street and \$99,000 for 321 Main Street. The auction was set to close on August 1, 2024.
35. The initial auction generated bids at the minimum price for both Properties but neither of the potential purchasers closed on the sale transactions.
36. On or around August 29, 2024, LFC ran a second auction with a bid deadline of October 3, 2024, with minimum bid prices of \$19,000 for 124 Main Street and \$39,000 for 321 Main Street.
37. Upon closing of the auction, LFC ran a last call bid process for all interested parties to October 8, 2024.
38. Upon closing of the last call bid auctions, the highest bids received were \$19,000 for 124 Main Street and \$69,690 for 321 Main Street.
39. LFC provided auction analytics for the second auction for both Properties. The auction analytic reports are attached as **Appendix "F"**.

40. Based on the Receiver's review and analysis of the auction analytics, ongoing carrying costs, the unsuccessful initial auction, the lack of interest in the Properties to date, and the rural location of the Properties, the Receiver concluded the bids generated at the second public auction to be fair and reasonable. The Receiver proceeded with the closing of the Properties at \$19,000 for 124 Main Street and \$69,690 for 321 Main Street.
41. The sale of the Properties at the bids generated in the second auction was fully supported by the Companies' senior secured creditor, BMO.
42. On or around November 20, 2024, the Receiver completed the closing of both Properties.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

43. A copy of the interim statement of receipts and disbursements for the period of November 18, 2022, to January 7, 2025, is attached as **Appendix "G"**. Receipts and disbursements from the Receiver's trust account to date total \$168,392 and \$167,543, respectively.
44. As at January 7, 2025, the Receiver holds \$848 in its trust account.
45. As at December 23, 2024, DLA Piper (Canada) LLP ("**DLA**"), counsel to the Receiver holds \$78,360, representing net sale proceeds from the Properties.

RECEIVER'S CHARGE

46. Given the length of time the Properties have been listed for sale and efforts to preserve and protect the Properties by the Receiver, which could not reasonably have been anticipated at the outset of its appointment, its fees and the fees of its counsel will exceed the initial Receiver's Charge of \$50,000 granted in the Receivership Order.
47. The Receiver respectfully requests that this Honourable Court increase the Receiver's Charge to \$130,000.

PRIORITY CLAIMS AND DISTRIBUTION

48. The Receiver is aware of five claims it believes rank in priority to BMO;
- i. Funds borrowed by the Receiver to date in the principal amount of \$50,000 pursuant to the borrowing charge in the Receivership Order;

- ii. Receiver's charge for professional fees in the amount of \$50,000, with a request in front of this Honorable Court to increase the charge to \$130,000;
 - iii. CRA property claim dated March 21, 2023, for unpaid source deductions in Gill's representing property of the Crown in the amount of \$87,082;
 - iv. CRA claim dated March 21, 2023, for unpaid goods and services tax in Gill's accruing in 2022 in the amount of \$6,414. Under the *Excise Tax Act*, \$6,205 represents property of the Crown; and,
 - v. Unpaid property taxes for 2023 and 2024 owing to Beaver County in the approximate amount of \$7,000.
49. As at October 15, 2024, the amount owing to BMO related to Receiver's borrowings, including interest, was \$57,800.
50. As at the date of Receivership, the Companies had no employees and the Receiver understands there were no amounts owing for wages, vacation pay, or severance. Accordingly, no priority claims related to the *Wage Earner Protection Program Act* or source deductions are expected.
51. The Receiver has reviewed the Companies books and records and is not aware of any other claim besides those noted above.
52. The Receiver proposes to make a distribution to BMO for payment of Receiver's borrowings in the amount of \$57,800 taking into consideration the amounts realized by the Receiver in respect of the Company's assets, together the anticipated unbilled and remaining professional fees and costs of the administration of the Receivership.
53. The Receiver has determined that there are insufficient recoveries to make a distribution to CRA in respect of their deemed trust claims.
54. The Receiver has determined there are insufficient proceeds from the sale of the Properties to retire the outstanding property taxes owing to Beaver County. The Receiver has asked Beaver County to confirm that its tax rolls have been amended to give effect to the Approval and Vesting Order.

PROFESSIONAL FEES

i. Summary of Receiver's Accounts

55. A summary and copies of the Receiver's invoices rendered during the period of May 1, 2023, to November 30, 2024, are attached as **Exhibit A** to the Fee Affidavit (the "**Affidavit**") sworn by Kristin Gray in this Action. A copy of the Affidavit is attached as **Appendix "H"**.

56. The total Receiver fees from May 1, 2023 to November 30, 2024, are \$24,733 and disbursements are nil as summarized in the table below:

	\$
Fees	24,733
Disbursements	-
GST	1,237
Total	25,970

ii. Receiver Staffing and Hours

57. Since the appointment of the Receiver by this Court, Ms. Kristin Gray, Senior Vice President of MNP, has had primary responsibility for the work carried out by the Receiver. When appropriate, work was delegated to other staff within MNP. A summary of the time spent administering the estate by members of the staff of MNP for the period of May 1, 2023, to November 30, 2024, is detailed in the table below:

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	12.00	685
Steven Barlott	Manager	30.20	415
Sofie Parker	Insolvency Administrator	2.70	306
Administration	Administrative	20.40	225/256
		65.30	

58. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in a receivership of the nature described herein. In the Receiver's opinion, the cost of this Receivership is comparable to receivership assignments of similar scale and complexity.

59. The hourly rates charged by the Receiver are consistent with the average hourly rates billed by the Receiver on its other engagements and, to the Receiver's knowledge, consistent with other accounting firms of comparable size engaged on similar receivership matters.

60. The Receiver requests that the Court approve the Receiver's fees incurred on and after May 1, 2023, and further approve additional fees, disbursements, and taxes the Receiver estimates will be incurred to complete the administration of the Receivership, up to a maximum of \$12,000. The estimated fees relate to the work required to issue the distribution, pay anticipated expenses, prepare for the discharge of the Receiver, and other unbilled work in progress.

iii. Legal Fees

61. The Receiver engaged the services of DLA as its independent legal counsel to assist with the obligations in these proceedings. The lawyer primarily responsible for assisting the Receiver was Mr. Jerriitt Pawlyk, Partner.

62. The total legal fees of DLA to November 30, 2024, are \$16,808 and disbursements are \$172 as summarized in the table below:

	\$
Fees	16,808
Disbursements	172
GST	841
Total	<u>17,820</u>

63. A summary and copies of the legal invoices rendered by DLA are attached as **Exhibit B** to the Affidavit.

64. The Receiver confirms that it has worked closely and extensively with its counsel since the onset of the Receivership Order and has reviewed the fees and disbursements rendered by DLA and believes them to be both reasonable and proper in circumstances and are comparable to Receivership assignments of similar scale and complexity for a Receivership of this nature and scope. The legal services provided were necessary for the Receiver to fulfill

its obligations in these proceedings. The Receiver has been informed by its legal counsel that the rates and charges applied by DLA are the standard rates and charges of its personnel.

65. The Receiver requests that the Court similarly approve the legal fees incurred on and after May 1, 2024, and approve additional fees, disbursements, and taxes in the amount of \$10,000 to be incurred to complete the administration of the Receivership. The estimated fees relate to work required to complete the discharge of the Receiver and unbilled work in progress.

CONCLUSION


66. The Receiver respectfully requests the Court grant an Order:

- i. Approving the activities of the Receiver as outlined in this Second Report;
- ii. Approving the Receiver's interim statement of receipts and disbursements for the period of November 11, 2022, to January 7, 2025;
- iii. Increasing the Receiver's Charge to \$130,000;
- iv. Approving a distribution to BMO for payment of Receiver's borrowings in the amount of \$57,800;
- v. Approving the fees and disbursements of the Receiver from May 1, 2023, to November 30, 2024, and its legal counsel from May 1, 2024, to November 30, 2024;
- vi. Approving additional fees, disbursements, and taxes of the Receiver to a maximum of \$12,000 and those of its legal counsel to a maximum of \$10,000 to conclude the administration of the receivership;
- vii. Assist in this Honourable Court's consideration of the Receiver's application to approve the discharge of the Receiver as set out in this Second Report; and,
- viii. Any further direction that the Court wishes to provide to the Receiver.

All of which is respectfully submitted this 13th day of January 2025.

MNP Ltd.

Receiver of all current and future assets, undertakings and properties of every nature and kind whatsoever of Gill's Vacuum Service Ltd., One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd.

Per: 

Kristin Gray, CPA, CA, CIRP, LIT

Appendix A

A copy of the Receivership Order – November 18, 2022

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Nov 21, 2022

Clerk's Stamp:

COURT FILE NUMBER	2203 09349
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD
DOCUMENT	<u>RECEIVERSHIP ORDER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7284 Fx. (780) 423-7276 Attention: Dean A. Hitesman / Nicholas C. Williams File No.: 126233-2055/DAH



DATE ON WHICH ORDER WAS PRONOUNCED:	November 18, 2022
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	J.A. FAGNAN

UPON the application of Bank of Montreal ("BMO") in respect of Gill's Vacuum Service Ltd., One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd. (collectively, the "**Debtors**"); AND UPON being referred to the Application and supporting Affidavit of John Hermann, filed; AND UPON being referred to the consent of The Bowra Group, Inc. to act as receiver and manager (the "**Receiver**") of the property of the Debtors; AND UPON hearing submissions from counsel for BMO;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 ("**PPSA**"), and section 49 of the *Law of Property Act*, RSA 2000, c L-7, The Bowra Group, Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
 - (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease, or assign the Property in the ordinary course of business without the approval of this Honourable Court and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$20,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *PPSA* shall not be required;
- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) with prior Court approval, to assign the Debtors, or any of them, into bankruptcy; and

- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province. Nothing within this Order shall limit or stay the right of the Plaintiff to continue Proceedings against the individual Defendant in this Action.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court. Nothing

in this Order shall prohibit any party to an eligible financial contract (as defined in the *BIA*) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:

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

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*, SC 2005, c 47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The

purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$50,000.00 as security for their professional fees and disbursements, incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the *BIA*.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2) and 88 of the *BIA*.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

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

ALLOCATION

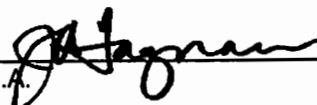
26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. The requirement of the parties to engage in a dispute resolution process is dispensed with.
31. The Plaintiff is given leave to continue any and all proceedings in relation to this matter.
32. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
33. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
34. The Plaintiff shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor and his own client basis, to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
35. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

36. The Receiver shall establish and maintain a website in respect of these proceedings at <https://www.bowragroup.com/client/gills-vacuum-service-ltd/> and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
37. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Website;
- and service on any other person is hereby dispensed with.
38. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



J.C.K.B.A.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that The Bowra Group, Inc., the receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property of Gill's Vacuum Service Ltd., One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd., appointed by Order of the Court of King's Bench of Alberta (the "Court") dated the 18th day of November, 2022 (the "Order") made in action 2203 09349, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$100,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 202__.

The Bowra Group, Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

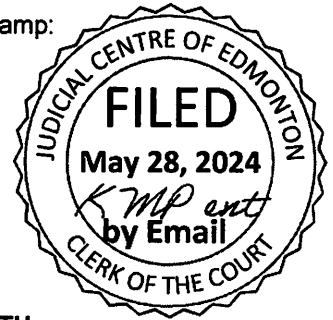
Name: _____

Title: _____

Appendix B

A copy of the Approval and Vesting Order – May 21, 2024

Clerk's stamp:



COURT FILE NUMBER 2203-09349

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **BANK OF MONTREAL**

DEFENDANTS **GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD.**

DOCUMENT APPROVAL AND VESTING ORDER (Sale Approval and Vesting and Approval of Receiver's Fees and Activities)

APPLICANT **MNP LTD. in its capacity as Receiver of GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., and 2012613 ALBERTA LTD.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 – 103rd Ave NW
Edmonton, AB, Canada T5J 0K4
Ph: 780.429.6835 Fx: 780.670.4329
Attention: Jerritt R. Pawlyk / Kevin Hoy
jerritt.pawlyk@dlapiper.com
kevin.hoy@dlapiper.com

DATE ON WHICH ORDER WAS PRONOUNCED:	May 21, 2024
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton Law Courts, Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	Justice D. Mah

UPON THE APPLICATION of MNP Ltd. in its capacity as the Court appointed receiver (the "**Receiver**") of the real and personal property of Gill's Vacuum Service Ltd. ("**Gill's**"), One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd.(collectively, the "**Debtor**") for an order approving the proposed auction sale (the "**Auction Sale**") of certain Lands (as defined below) belonging to Gill's by LFC Marketing Services, Inc. ("**LFC**") in accordance with an agreement (the "**Auction Agreement**") between the Receiver and LFC, and vesting right, title and interest in and to the Lands to the end purchaser or purchasers (the "**Purchaser**"); **AND UPON HAVING READ** the Receivership Order, dated November 18, 2022, the First Report of the Receiver, dated May 13, 2024, (the "**First Report**") the Fee Affidavit of Kristin Gray, dated May 13, 2024, (the "**Fee Affidavit**") and an Affidavit of Service, all filed; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for the Bank of Montreal and any other party present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Receiver's notice Application and materials filed therewith is declare to be good an sufficient and the time for service of the Receiver's Application is abridged to that actually given.

APPROVAL OF AUCTION SALE

2. The Auction Sale of titles to the Lands pursuant to the Auction Agreement appearing at Confidential Appendix 4 to the First Report is hereby approved.
3. The Receiver's entry into the Auction Agreement is hereby authorized and the Receiver is further authorized and directed to take any such additional steps and to execute such additional documents as may be necessary or desirable for the completion of the Auction Sale and the conveyance of the Lands to the Purchaser.

VESTING OF PROPERTY

4. Upon the delivery of a Receiver's certificate, substantially in the form of the certificate set out in Schedule "A" hereto (the "**Receiver's Closing Certificate**"), all of Gill's right, title and interest in and to the Lands shall vest absolutely in the name(s) of the Purchaser or any nominee thereof, free and clear of clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) Any encumbrances or charges imposed on the Lands by the Receivership Order;
- (b) Any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) Any lines or claims of lien under the *Prompt Payment and Construction Lien Act* (Alberta);
- (d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "**Permitted Encumbrances**") or appearing on the certificates of title to the Lands;

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Lands are hereby expunged, discharged and terminated as against the Lands.

5. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations,

discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Lands subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

(i) cancel existing Certificates of Title No. 942 173 353 and 012 358 946 for those lands and premises municipally described as 124 Main Street, Kinsella, Alberta, and 321 Main Street, Kinsella, Alberta and legally described as:

PLAN 1562W
BLOCK 5
LOTS 10 TO 12

and
PLAN 654NY
LOT B

(collectively, the "**Lands**")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), being the person named in paragraph 1 of the Receiver's Closing Certificate;

(iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and

(iv) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands; and

(v) cancel and discharge those Claims including builders' liens, security notices, assignments under section 426 (formerly section 177) of the *Bank Act* (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Lands located in the Province of Alberta;

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Lands of any Claims including Encumbrances but excluding Permitted Encumbrances.

7. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Lands is required for the due execution, delivery and performance by the Receiver of the Auction Agreement.

8. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Lands (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Lands from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Lands and may be asserted against the net proceeds from sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Lands without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Lands, and all persons or entities having any Claims of any kind whatsoever in respect of the Lands, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Lands, and to the extent that any such persons or entities remain in the possession or control of any of the Lands, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Lands, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

APPROVAL OF RECEIVER'S FEES

14. The Receiver's accounts for fees and disbursements attached to the First Report and Fee Affidavit are fair and reasonable and are hereby approved without the necessity of a formal passing of its accounts.
15. The accounts of the Receiver's independent legal counsel, DLA Piper (Canada) LLP, for its fees and disbursements attached to the First Report and Fee Affidavit are fair and reasonable and are hereby approved without the necessity of a formal assessment of its accounts.

APPROVAL OF RECEIVER'S ACTIVITIES

16. The Receiver's activities as set out in the First Report are hereby ratified and approved.

APPROVAL OF RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

17. The Receiver's interim statement of receipts and disbursements for the period of November 18, 2022, to May 7, 2024, as set out in the First Report are hereby ratified and approved.

MISCELLANEOUS MATTERS

18. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

19. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
20. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
21. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;

- (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/gills-vacuum-service-ltd>

and service on any other person is hereby dispensed with.

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


Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's stamp:

COURT FILE NUMBER	2203-09349
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD.
DOCUMENT	RECEIVER'S CERTIFICATE
APPLICANT	MNP LTD. in its capacity as Receiver of GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., and NEIL GILLARD.
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DLA Piper (Canada) LLP Suite 2700, Stantec Tower 10220 – 103 rd Ave NW Edmonton, AB, Canada T5J 0K4 Ph: 780.429.6835 Fx: 780.670.4329 Attention: Jerriitt R. Pawlyk / Kevin Hoy jerriitt.pawlyk@dlapiper.com kevin.hoy@dlapiper.com

RECITALS

- A. Pursuant to an Order of the Honourable Justice J.A. Fagnan of the Court of King's Bench of Alberta, Judicial Centre of Edmonton (the "**Court**") dated November 18, 2022, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Gill's Vacuum Service Ltd. ("**Gill's**"), One Earth Environmental Solutions Inc., 2012613 Alberta Ltd., and Neil Gillard (collectively, the "**Debtor**").
- B. Pursuant to an Order of the Court dated **May 21, 2024**, (the "**Sale Approval and Vesting Order**") the Court approved the Auction Sale (as defined in the Sale Approval and Vesting Order) of the Lands (as defined in the Sale Approval and Vesting Order) to be facilitated by LFC Marketing Services, Inc. ("**LFC**") and provided for the vesting of the Lands to the end purchaser or purchasers (the "**Purchaser**") after LFC completes the Auction Sale of the Debtors' right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands upon the delivery by the Receiver to LFC of a certificate confirming: (i)

the payment by the Purchasers of the purchaser price (the "Purchase Price") for the Lands; and (ii) that the Auction Sale has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Auction Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee), being _____, has paid and the Receiver has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Auction Agreement;
2. The conditions to Closing as set out in the Auction Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____.

**MNP LTD. in its capacity as Receiver
of the undertakings, property and
assets of Gill's Vacuum Service Ltd.,
One Earth Environmental Solutions
Inc., and 2012613 Alberta Ltd., and
not in its personal capacity.**

Per: _____

**Name: Kristin Gray, CPA, CA, CIRP,
LIT**

Title: Senior Vice-President

Schedule "C"

Encumbrances

Title: 654NY;;B

Encumbrance:

	Registration Number	Date	Particulars
1.	162 218 516	11/08/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL.
2.	212 239 117	29/10/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - BANK OF MONTREAL

Title: 1562W;5;10-12

Encumbrance:

	Registration Number	Date	Particulars
1.	162 218 516	11/08/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL.
2.	212 239 117	29/10/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - BANK OF MONTREAL

Schedule "D"
Permitted Encumbrances

Title: 654NY;;B

Encumbrance:

	Registration Number	Date	Particulars
1.	5399KU	23/10/1957	CAVEAT CAVEATOR - ATCO GAS AND PIPELINES LTD.
2.	022 187 931	29/05/2002	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
3.	052 354 598	23/08/2005	DISCHARGE OF UTILITY RIGHT OF WAY 022187931 PARTIAL EXCEPT AS TO PORTION DESCRIBED

CAN: 52644270.1

Appendix C

A copy of the Gill's PPR Search Report dated November 9, 2022

Search ID #: Z15585192

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 16011114806

Registration Date: 2016-Jan-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Jan-11 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

20111721663	Renewal	2020-Nov-17
21081911385	Amendment	2021-Aug-19
22033034899	Amendment	2022-Mar-30
22051718369	Amendment	2022-May-17
22061023136	Amendment	2022-Jun-10
22061726354	Amendment	2022-Jun-17
22062427153	Amendment	2022-Jun-24
22072514234	Amendment	2022-Jul-25
22102123283	Amendment	2022-Oct-21
22102129596	Amendment	2022-Oct-21
22102521907	Amendment	2022-Oct-25
22103125288	Amendment	2022-Oct-31

Debtor(s)

Block

Status
Current

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE NW SUITE 323
EDMONTON, AB T6R 3L6

Search ID #: Z15585192

Secured Party / Parties**Block**

1 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4

Status

Deleted by
21081911385

Block

2 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4
Email: westernpprnotices@bmo.com

Status

Deleted by
22062427153

Block

3 BANK OF MONTREAL
C/O 2500, 10220 - 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Status

Current by
22062427153

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1D9SH3433DC661062	2013	DRAGON ST6 TRI-AXLE ROLL	TR - Trailer	Current By 21081911385
2	10TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current By 21081911385
3	11TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current By 21081911385
4	12TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current By 21081911385
5	1NKDX4EX6DJ964143	2013	KENWORTH T800	MV - Motor Vehicle	Current By 21081911385
6	3C6TR5DT4EG319254	2014	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22102129596
7	3C63R3GT3DG582382	2013	DODGE RAM 3500	MV - Motor Vehicle	Deleted By 22102129596
8	3C6TR5DT4FG601217	2015	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22102129596
9	1VR4230D7E1002202	2013	VERMEER NAVIGATOR	MV - Motor Vehicle	Deleted By 22072514234
10	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Current By 21081911385
11	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current By 21081911385

Search ID #: Z15585192

12	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Current By 21081911385
13	T0310SJ167486	2008	JOHN DEERE 310SJ BACKHOE	MV - Motor Vehicle	Current By 21081911385
14	2WLJALAV93KL09964	2003	WESTERN STAR BMV0004	MV - Motor Vehicle	Deleted By 22102129596
15	2FZHAZAV15AN6605	2005	STERLING WATER TRUCK	MV - Motor Vehicle	Current By 21081911385
16	1XPFD69XTN412736	1996	PETERBILT BOOM TRUCK	MV - Motor Vehicle	Current By 21081911385
17	D6WF4CT2BG570953	2011	DODGE RAM FLATBED	MV - Motor Vehicle	Deleted By 22102129596
18	1GTGC24U63Z297953	2003	GMC SIERRA PICKUP	MV - Motor Vehicle	Current By 21081911385
19	2GTEK190181144813	2008	GMC SIERRA PICKUP	MV - Motor Vehicle	Deleted By 22102129596
20	2T9FCC3957R175531	2007	OASIS FLATBED TRUCK	MV - Motor Vehicle	Current By 21081911385
21	032042	2003	UTILITY SPECIALTY TRAILER	TR - Trailer	Current By 21081911385
22	2DAEC62754T002612	2004	DOUBLE A TRAILER	TR - Trailer	Deleted By 22102129596
23	1GDJG31U361129318	2006	GMC SAVANA VAN TRUCK	MV - Motor Vehicle	Deleted By 22102129596
24	5KKPALD1XFP6D6020	2015	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
25	1NKDX4EX79R941950	2009	KETHWORTH T800	MV - Motor Vehicle	Deleted By 22102123283
26	5KKPALDR49PAL7791	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
27	5KKPALDR49PAL7788	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
28	5KKPALAV49PAB7053	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102123283
29	821364	1982	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Deleted By 22102123283
30	73479	1980	FOREMOST DELTA III	MV - Motor Vehicle	Deleted By 22102123283

Search ID #: Z15585192

31	2FZHAZDE47AY51150	2007	STERLING FREIGHTLINER	MV - Motor Vehicle	Deleted By 22102123283
32	1G9HT3532LA116021	1990	G&H	TR - Trailer	Deleted By 22102123283
33	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Deleted By 22102123283
34	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22102123283
35	1FT8W3B61DEA06211	2013	FORD F-350	MV - Motor Vehicle	Deleted By 22102129596
36	2CPUSB2D8MA042923	2021	CANADA TRAILERS DT610	TR - Trailer	Deleted By 22102129596
37	2WLNCCND5RK934092	1994	WESTERN STAR 4864S	MV - Motor Vehicle	Deleted By 22102129596
38	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current By 22033034899
39	1HTHCADR0SH691921	1995	INTERNATIONAL 8100 TRUCK	MV - Motor Vehicle	Deleted By 22102129596
40	1GT121C83BF257904	2011	GMC 2500 HD TRUCK	MV - Motor Vehicle	Deleted By 22102129596
41	1GT12ZEG1FF648378	2015	GMC 2500JD Z71	MV - Motor Vehicle	Deleted By 22102129596
42	1GC4K0BG3AF125305	2010	CHEVROLET 3500HD	MV - Motor Vehicle	Current By 22033034899
43	1FTWW31568EB74772	2008	FORD F350XL	MV - Motor Vehicle	Deleted By 22102129596
44	1GT220CG6BZ342434	2011	GMC 2500HD	MV - Motor Vehicle	Current By 22033034899
45	1GC4K0BG3AF125305	2010	CHEVROLET 3500	MV - Motor Vehicle	Current By 22033034899
46	1FDWE35L91HB36870	2001	FORD E-350	MV - Motor Vehicle	Deleted By 22102129596
47	4T0G16202R1007195	1994	TITAL HORSE	TR - Trailer	Current By 22033034899
48	3CVC6182682125839	2007	TDC T/A EQUIPMENT	TR - Trailer	Current By 22033034899
49	5WBBE120DWW006528	2012	TNT ENCLOSED VAN	TR - Trailer	Current By 22033034899
50	77889	1997	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033034899

Search ID #: Z15585192

51	8181769	1979	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033034899
52	3093590779565	1997	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Current By 22033034899
53	73497	1980	FOREMOST DELTA III	MV - Motor Vehicle	Current By 22033034899
54	JCB52450J81417924	2008	JCB 524-50	MV - Motor Vehicle	Current By 22033034899
55	MLT4060M	2010	MAGNUM	MV - Motor Vehicle	Current By 22033034899
56	220873	2005	DITCH WITCH JT20	MV - Motor Vehicle	Deleted By 22102129596
57	10040700B010	2008	DITCH WITCH JT922	MV - Motor Vehicle	Current By 22033034899
58	1GTEC19057E514304	2007	GMC 1500	MV - Motor Vehicle	Current By 22033034899
59	4UGFH2026ED025327	2014	ABU T/A	TR - Trailer	Current By 22033034899
60	1FTSW21Y08EA13966	2008	FORD F-250 XL	MV - Motor Vehicle	Current By 22033034899
61	2FZHAZAV15AN66052	2005	STERLING 100	MV - Motor Vehicle	Deleted By 22103125288
62	1HTHCADR45H691291	1995	International/Water	MV - Motor Vehicle	Current By 22051718369
63	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Current By 22061023136
64	2B9UL27J23D133563	2003	BERGEN 30 TRI AXLE	TR - Trailer	Current By 22061023136
65	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Current By 22061023136
66	TRA6015BL39	1111	50 DANCO ROLL OFF	TR - Trailer	Current By 22061023136
67	2T980039575501	1111	TRI-AXLE FLAT DECK	TR - Trailer	Current By 22061023136
68	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22102129596
69	2WLPCDCJ0XJ958188	1999	WESTERN STAR	MV - Motor Vehicle	Current By 22061023136

Search ID #: Z15585192

70	74887	1111 SPOOL TRAILER	TR - Trailer	Current By 22061023136
71	2ATD0T089JU401842	1111 SPOOL TRAILER	TR - Trailer	Current By 22061023136
72	2F9T308LF76056400	1111 REEL	TR - Trailer	Current By 22061023136
73	WU650085	1111 SHOP BUILT REEL	TR - Trailer	Current By 22061023136
74	74503	1111 REEL	TR - Trailer	Current By 22061023136
75	3CUC6182682125633	1111 FLAT DECK	TR - Trailer	Deleted By 22102129596
76	FJ41192	1111 SPOOL	TR - Trailer	Current By 22061023136
77	1DW1A5322XS241918	1111 53 VAN	MV - Motor Vehicle	Deleted By 22102129596
78	1992833	1111 SHOP BUILT GOOSENECK	TR - Trailer	Current By 22061023136
79	CMWFM13VCE0002339	2014 DITCH WITCH FM134	MV - Motor Vehicle	Current By 22061726354
80	CMWJT25YEG0000447	2015 DITCH WITCH DRILL JT25	MV - Motor Vehicle	Current By 22061726354
81	DWPJT10XVH0000120	2017 DITCH WITCH DRILL JT10	MV - Motor Vehicle	Deleted By 22102521907

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377 All present and after acquired personal property.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 22053027184

Registration Date: 2022-May-30

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$972,120.18.

Property was seized on 2022-May-28

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-28	22053027184	\$972,120.18

Exact Match on:

Debtor

No: 1

Amendments to Registration

22060136810	Amendment	2022-Jun-01
22062326334	Amendment	2022-Jun-23
22062328018	Amendment	2022-Jun-23
22062429983	Amendment	2022-Jun-24
22081634362	Amendment	2022-Aug-16
22102116890	Amendment	2022-Oct-21
22102432081	Amendment	2022-Oct-24
22102526666	Amendment	2022-Oct-25
22102528729	Amendment	2022-Oct-25

Solicitor / Agent

DENTONS CANADA LLP
2500 STANTEC TOWER, 10220 103 AVENUE NW
EDMONTON, AB T5J 0K4

Search ID #: Z15585192

Phone #: 780 423 7325

Reference #: 126233-2055

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Debtor(s)**Block****Status**

Current

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE NW SUITE 323
EDMONTON, AB T6R 3L6

Creditor(s)**Block****Status**

Current

1 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1G9HT3532LA116021	1990	G & H	TR - Trailer	Deleted By 22102116890
2	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Deleted By 22102116890
3	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22102116890
4	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current
5	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Current
6	2B9UL27J23D133563	2003	BERGEN 30' TRI AXLE	TR - Trailer	Current
7	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Current
8	TRA6015BL39	1111	50' DANCO ROLL OFF	TR - Trailer	Current
9	1D9SH3433DC661062	2013	DRAGON 50' TRI AXLE	TR - Trailer	Current
10	73479	1980	FOREMOST DELTA 111 NODWEL	MV - Motor Vehicle	Deleted By 22102116890
11	3C63R3DG582382	2013	DODGE SRW 3500	MV - Motor Vehicle	Deleted By 22062328018

Search ID #: Z15585192

12	3C6TR5DT4FG601217	2015	DODGE SRW 2500	MV - Motor Vehicle	Deleted By 22081634362
13	2DAEC62754T002612	2004	DOUBLE A FLAT BED	TR - Trailer	Deleted By 22081634362
14	2T980039575501	1111	TRI-AXLE FLAT DECK	TR - Trailer	Current By 22060136810
15	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22081634362
16	2WLNCCND5RK934092	1994	WESTERN STAR	MV - Motor Vehicle	Deleted By 22081634362
17	T310SJ167486	1111	JD 310 SJ BACKHOE	MV - Motor Vehicle	Deleted By 22081634362
18	2CPUSB2D8MA042923	1111	CANADA TRAILER	TR - Trailer	Deleted By 22102526666
19	1GT12ZEG1FF648378	2015	GMC SIERRA 2500	MV - Motor Vehicle	Deleted By 22081634362
20	2WLJALAV93KL09964	2002	WESTERN STAR WATER TRUCK	MV - Motor Vehicle	Deleted By 22081634362
21	2WLPCDCJ0XK958188	1999	WESTERN STAR	MV - Motor Vehicle	Deleted By 22081634362
22	1GT121C83BF257904	2011	GMC 2500	MV - Motor Vehicle	Deleted By 22081634362
23	1HTHCADR05H691921	1995	INTERNATIONAL LOADSTAR	MV - Motor Vehicle	Deleted By 22081634362
24	1FT8W3BT61DEA06211	2013	FORD F350	MV - Motor Vehicle	Deleted By 22102432081
25	2GTEK190181144813	2008	GMC 1500	MV - Motor Vehicle	Deleted By 22081634362
26	3D6WF4CT2BG570953	2011	DODGE 3500	MV - Motor Vehicle	Deleted By 22081634362
27	74887	1111	SPOOL TRAILER	TR - Trailer	Current By 22060136810
28	2ATD0T089JU401842	1111	SPOOL TRAILER	TR - Trailer	Current By 22060136810
29	2FZHAZDE47AY51150	2007	FORD STERLING	MV - Motor Vehicle	Deleted By 22102116890
30	1FTWW31568EB74772	2008	FORD F350	MV - Motor Vehicle	Deleted By 22081634362
31	PFD69F69X4TN412736	1996	PETERBILT PICKER	MV - Motor Vehicle	Current By 22060136810

Search ID #: Z15585192

32	JCB5245DJP1417924	1111 TELEHANDLER	MV - Motor Vehicle	Current By 22060136810
33	2F9T308LF76056400	1111 REEL	TR - Trailer	Current By 22060136810
34	1GDJG31V361129318	2006 GMC CUTAWAY VAN	MV - Motor Vehicle	Deleted By 22081634362
35	4UGFH202ED025327	1111 SWS FLAT DECK	TR - Trailer	Current By 22060136810
36	WU650085	1111 SHOP BUILT REEL	TR - Trailer	Current By 22060136810
37	1FDWE53L91HB36870	1111 FORD CUBE VAN	MV - Motor Vehicle	Deleted By 22081634362
38	74503	1111 REEL	TR - Trailer	Current By 22060136810
39	3CVC6182682125633	1111 FLAT DECK	TR - Trailer	Deleted By 22081634362
40	FJ41192	1111 SPOOL	TR - Trailer	Current By 22060136810
41	1DW1A5322XS241918	1111 53' VAN	MV - Motor Vehicle	Deleted By 22081634362
42	1992833	1111 SHOP BUILT GOOSENECK	TR - Trailer	Current By 22060136810
43	5KKPALAV49PAB7053	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
44	FF5KKPALD49PAL7791	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
45	1NKDX4EX79R941950	2009 KENWORTH T800	MV - Motor Vehicle	Deleted By 22102116890
46	5KKPALDR49PAL7788	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
47	5KKPALD1XFPG06020	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102116890
48	2FZHAZDE47AP51150	2007 STERLING LT9500	MV - Motor Vehicle	Deleted By 22081634362
49	0WPJT10000120	1111 BRANDT DITCH WITCH	MV - Motor Vehicle	Deleted By 22102528729
50	3C6TR5DT4EG319254	2014 DODGE RAM 2500	MV - Motor Vehicle	Deleted By 22081634362

Search ID #: Z15585192

51	3C63R3GT3DG582382	2013 DODGE SRW 3500	MV - Motor Vehicle	Deleted By 22081634362
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Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Deleted By 22060136810
2	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS LOCATED AT 9550 ENDEAVOR DRIVE, ROCKYVIEW COUNTY. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060136810
3	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS LOCATED AT 124 & 321 MAIN STREET, KINSELLA, AB. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060136810

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SERIAL #'D ITEM SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	ALL ASSETS NOT SEIZED UNDER SECTION 54, SEIZED AND LEFT ON A BAILEE'S UNDERTAKING.	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	SERIAL #'D ITEMS 49 & 50 SEIZED AND LEFT ON SITE	Current By 22062326334

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
4	JUNE 24, 2022 - CREDITOR ADDRESS AMENDED TO READ: BANK OF MONTREAL c/o 2500, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4	Current By 22062429983

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 18112015872

Registration Date: 2018-Nov-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Nov-20 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

Current

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW
EDMONTON, AB T6R 3L6

Block**Status**

Current

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW
EDMONTON, AB T6R3L6

Birth Date:
1963-Oct-08

Secured Party / Parties**Block****Status**

Current

1 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9

Phone #: 204 954 9000

Fax #: 866 814 4752

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current
2	11TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current
3	12TK	2018	CADCO ROLL OFF MUD TANK	MV - Motor Vehicle	Current

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL INDUSTRIAL EQUIPMENT-MUD TANKS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 2890063, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND SUBSTITUTIONS.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Purchase Money Security Interest.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 20030206628

Registration Date: 2020-Mar-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Mar-02 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
14032 23 AVE, SUITE 323
EDMONTON, AB T6R 3L6

Block

Status

Current

2 GILLARD, NEIL
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Birth Date:
1963-Oct-08

Block

Status

Current

3 GILLARD, NEIL
323-14032 23 AVE NW
EDMONTON, AB T6R 3L6

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

Current

1 RCAP LEASING INC.
5575 NORTH SERVICE RD, STE 300
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS. (1) 2018 DITCH WITCH JT5 W/30PCS OF PIPE HOUSING BIT S/N:DWPJT5XXJJ0000506 (1) 2019 SUBSITE RECON1 W/ TD DISPLAY AND 88B BEACON	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 20033044378

Registration Date: 2020-Mar-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Mar-30 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062728043

Amendment

2022-Jun-27

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Block

Status

Current

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Birth Date:
1963-Oct-08

Secured Party / Parties

Block

Status

Current

1 COAST CAPITAL EQUIPMENT FINANCE LTD.
800-9900 KING GEORGE BLVD.
SURREY, BC V3T 0K7
Email: absecparties@avssystems.ca

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1VR4230D7E1002202	2013	VERMEER NAVIGATOR	MV - Motor Vehicle	Deleted By 22062728043
2	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Current

Search ID #: Z15585192

3	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Deleted By 22062728043
4	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Deleted By 22062728043

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE (1) USED 2013 VERMEER D36X50 NAVIGATOR CRAWLER DOZER S/N 1VR4230D7E1002202 C/W ONE (1) USED MUD MIXING SYSTEM S/N CMWFM13VCE0002339 ONE (1) USED 2011 FLAMAN T/A END DUMP TRAILER S/N 1W9BD1029BE477295 ONE (1) USED 2014 JOHN DEERE 27D EXCAVATOR S/N 1FF027DXTDG258617 C/W ONE (1) USED 12",24",34" BUCKET ONE (1) USED 2013 TNT S/S ENCLOSED TRAILER S/N 5WBBE120DWW006528 ONE (1) USED 2012 TRAILTECH SPECIALTY TRAILER S/N 2CUB38E99C2031739 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Deleted By 22062728043
2	(1) USED MUD MIXING SYSTEM S/N CMWFM13VCE0002339 ONE (1) USED 2011 FLAMAN T/A END DUMP TRAILER S/N 1W9BD1029BE477295 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current By 22062728043

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 22051325462

Registration Date: 2022-May-13

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$131,308.13.

Property was seized on 2022-May-12

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-12	22051325462	\$131,308.13

Exact Match on:

Debtor

No: 1

Amendments to Registration

22051628194	Amendment	2022-May-16
22051629249	Amendment	2022-May-16
22081620902	Amendment	2022-Aug-16

Solicitor / Agent

COAST CAPITAL EQUIPMENT FINANCE LTD.
#800, 990 KING GEORGE BLVD.
SURREY, BC V3T 0K7

Reference #: C10620

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7

Phone #: 780 465 9725 Fax #: 780 469 6815

Search ID #: Z15585192

Debtor(s)

Block

1 GILL'S VACUUM SERVICE LTD.
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Status
Current

Block

2 GILLARD, NEIL, ROY
323-14032 23 AVE NW,
EDMONTON, AB T6R 3L6

Status
Current

Gender:
Unknown

Birth Date:
1963-Oct-08

Creditor(s)

Block

1 COAST CAPITAL EQUIPMENT FINANCE LTD.
800-9900 KING GEORGE BLVD.
SURREY, BC V3T 0K7

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1VR4230D7E1002202	2013	VERMEER DOZER	MV - Motor Vehicle	Deleted By 22051628194
2	CMWFM13VCE0002339	1111	MIXING SYSTEM	MV - Motor Vehicle	Current
3	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Deleted By 22051628194
4	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current
5	5WBBE120DWW006528	2013	TNT	TR - Trailer	Deleted By 22051628194
6	2CUB38E99C2031739	2012	TRAILTECH SPECIALTY	TR - Trailer	Deleted By 22051628194
7	1VR4230D7E1002202	2013	VERMEER DIRECTIONAL DRILL	MV - Motor Vehicle	Deleted By 22081620902
8	1W9BD1029BE477295	2011	FLAMAN DUMP TRAILER	TR - Trailer	Deleted By 22081620902
9	5WBBE120EWW006528	2013	TNT	TR - Trailer	Current By 22051628194
10	2CUB38E99C2031739	2012	TRAILTECH P2 PROS. DUMP	TR - Trailer	Current By 22051628194

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2011 FLAMAN END DUMP S/N 1W9BD1029BE477295 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22051628194
2	2014 JOHN DEERE 27D S/N 1FF027DXTDG258617 C/W ONE USED 12", 24", 34" BUCKET	Deleted By 22051628194
3	1 RACK OF 12' X 3' DRILL PIPE (25 PIECES); 1 RACK 12' X 3' DRILL PIPE (18 PIECES); 1 RACK OF 12' X 3' DRILL PIPE (37 PIECES); 1 RACK OF 12' X 3' DRILL PIPE (4 PIECES); 1 DRILL STEM C/W BIT	Deleted By 22051628194
4	2013 VERMEER DIRECTIONAL DRILL MODEL D36X50 S/N 1VR4230D7E1000202 C/W ALL ATTACHMENTS, PIPE RACKS AND 10' X 35 DRILL PIPE.	Current By 22051628194
5	1 RACK 10' X 3" DRILL PIPE (25 PIECES)	Current By 22051628194
6	1 RACK 10' X 3" DRILL PIPE (18 PIECES)	Current By 22051628194
7	1 RACK 10' X 3" DRILL PIPE (37 PIECES)	Current By 22051628194
8	1 RACK 10' X 3" DRILL PIPE (4 PIECES)	Current By 22051628194
9	1 DRILL STEM C/W BIT (1 PIECE)	Current By 22051628194
10	1 DITCH WITCH FM13V MIXING SYSTEM S/N CMWFM13VCE0002339	Deleted By 22081620902
11	2014 JOHN DEERE 27D S/N 1FF027DXTDG258617 C/W 34" AND 12" BUCKET	Current By 22051628194
12	2011 FLAMAN END DUMP S/N 1W9BD1029BE477295 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22081620902

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND REMOVED TO SECURE STORAGE, CALGARY, AB.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09

Time of Search: 13:44:17

Registration Number: 21032413512

Registration Date: 2021-Mar-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-Mar-24 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

22051921532	Amendment	2022-May-19
22070625535	Renewal	2022-Jul-06
22081519815	Amendment	2022-Aug-15
22081922190	Amendment	2022-Aug-19
22102714221	Amendment	2022-Oct-27
22102803694	Amendment	2022-Oct-28

Debtor(s)**Block****Status**

1 GILL'S VACUUM SERVICE LTD.
323 - 14032 23 AVE NW
EDMONTON, AB T6R 3L6

Current

Block**Status**

2 NRG CONSTRUCTION GROUP
323 - 14032 23 AVE NW
EDMONTON, AB T6R 3L6

Current

Secured Party / Parties**Block****Status**

1 ACCORD SMALL BUSINESS FINANCE CORP
305 - 889 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S1
Phone #: 604 982 3010 Fax #: 888 835 9757
Email: funding@accordfinancial.net

Current

Search ID #: Z15585192

Block**Status**

Current

2 ACCORD SMALL BUSINESS LEASING CORP
305 - 889 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S1
Phone #: 604 982 3010 Fax #: 888 835 9757
Email: funding@accordfinancial.net

Block**Status**

Current

3 VARION CAPITAL CORP. DBA ACCORD FINANCIAL
305 - 889 HARBOURSIDE DRIVE
NORTH VANCOUVER, BC V7P 3S1
Phone #: 604 982 3010 Fax #: 888 835 9757
Email: funding@accordfinancial.net

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1D9SH3433DC661062	2013	DRAGON ST6 TRI-AXLE	TR - Trailer	Deleted By 22081519815
2	10TK	2018	CADCO ROLL MUD TANK	TR - Trailer	Current By 22051921532
3	11TK	2018	CADCO ROLL MUD TANK	TR - Trailer	Current By 22051921532
4	12TK	2018	CADCO ROLL MUD TANK	TR - Trailer	Current By 22051921532
5	1NKDX4EX6DJ964143	2013	KENWORTH T800	MV - Motor Vehicle	Deleted By 22081519815
6	3C6TR5DT4EG319254	2014	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22081519815
7	3C63R3GT3DG582382	2013	DODGE RAM 3500	MV - Motor Vehicle	Deleted By 22081519815
8	3C6TR5DT4FG601217	2015	DODGE RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22081519815
9	1VR4230D7E1002202	2013	VERMEER NAVIGATOR	MV - Motor Vehicle	Deleted By 22081519815
10	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Deleted By 22081519815
11	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current By 22051921532
12	2CUB38E99C2031739	2012	TRAILTECH SPECIALITY	TR - Trailer	Deleted By 22081519815

Search ID #: Z15585192

13	T0310SJ167486	2008	JOHN DEERE 310SJ	MV - Motor Vehicle	Deleted By 22081519815
14	2WLJALAV93KL09964	2003	WESTERN STAR BMV0004	MV - Motor Vehicle	Deleted By 22081519815
15	2FZHAZAV15AN6605	2005	STERLING WATER TRUCK	MV - Motor Vehicle	Deleted By 22081519815
16	1XPFD69XTN412736	1996	PETERBILT BOOM TRUCK	MV - Motor Vehicle	Deleted By 22081519815
17	D6WF4CT2BG570953	2011	DODGE RAM FLATBED	MV - Motor Vehicle	Deleted By 22081519815
18	1GTGC24U63Z297953	2003	GMC SIERRA PICKUP	MV - Motor Vehicle	Deleted By 22081519815
19	2GTEK190181144813	2008	GMC SIERRA PICKUP	MV - Motor Vehicle	Deleted By 22081519815
20	2T9FCC3957R175531	2007	OASIS FLATBED	MV - Motor Vehicle	Deleted By 22081519815
21	032042	2003	UTILITY SPECIALITY	TR - Trailer	Current By 22051921532
22	2DAEC62754T002612	2004	DOUBLE A UNKNOWN	TR - Trailer	Deleted By 22081519815
23	1GDJG31U361129318	2006	GMC SAVANA	MV - Motor Vehicle	Deleted By 22081519815
24	5KKPALD1XFPGD6020	2015	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
25	1NKDX4EX79R941950	2009	KETHWORTH T800	MV - Motor Vehicle	Deleted By 22081922190
26	5KKPALDR49PAL7791	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
27	5KKPALDR49PAL7788	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
28	5KKPALAV49PAB7053	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22081922190
29	821364	1982	FOREMOST CHIEFTAN	MV - Motor Vehicle	Deleted By 22081922190
30	73479	1980	FOREMOST DELTA II	MV - Motor Vehicle	Deleted By 22081922190
31	2FZHAZDE47AY51150	2007	STERLING FREIGHTLINER	MV - Motor Vehicle	Deleted By 22081922190
32	1G9HT3532LA116021	1990	G&H TRI/A	TR - Trailer	Deleted By 22081922190

Search ID #: Z15585192

33	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Deleted By 22081922190
34	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22081922190
35	1FT8W3B61DEA06211	2013	FORD F350	MV - Motor Vehicle	Deleted By 22081519815
36	2CPUSB2D8MA042923	2021	CANADA DT610	TR - Trailer	Deleted By 22081519815
37	2WLNCCND5RK934092	1994	WESTERN STAR 4864S	MV - Motor Vehicle	Deleted By 22081519815
38	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current By 22051921532
39	1HTHCADR0SH691921	1995	INTERNATIONAL 8100	MV - Motor Vehicle	Deleted By 22081519815
40	1GT121C83BF257904	2011	GMC 2500SD	MV - Motor Vehicle	Deleted By 22081519815
41	1GT12ZEG1FF648378	2015	GMC 2500JD	MV - Motor Vehicle	Deleted By 22081519815
42	1GC4K0BG3AF125305	2010	CHEVROLET 3500HD	MV - Motor Vehicle	Current By 22051921532
43	1FTWW31568EB74772	2008	FORD F350XL	MV - Motor Vehicle	Deleted By 22081519815
44	1GT220CG6BZ342434	2011	GMC 2500HD	MV - Motor Vehicle	Current By 22051921532
45	1FDWE35L91HB36870	2001	FORD E-350	MV - Motor Vehicle	Deleted By 22081519815
46	4T0G16202R1007195	1994	TITAL HORSE UNKNOWN	MV - Motor Vehicle	Current By 22051921532
47	3CVC6182682125839	2007	TDC T/A UNKNOWN	TR - Trailer	Current By 22051921532
48	5WBBE120DWW006528	2012	TNT ENCLOSED VAN	TR - Trailer	Current By 22051921532
49	77889	1997	FOREMOST DELTA II	TR - Trailer	Current By 22051921532
50	8181769	1979	FOREMOST DELTA II	TR - Trailer	Current By 22051921532
51	3093590779565	1997	FOREMOST CHIEFTAN	TR - Trailer	Current By 22051921532

Search ID #: Z15585192

52	73497	1980	FOREMOST CHIEFTAN	TR - Trailer	Current By 22051921532
53	JCB52450J81417924	2008	JCB 524-50	MV - Motor Vehicle	Deleted By 22081519815
54	MLT4060M	2010	MAGNUM UNKNOWN	MV - Motor Vehicle	Deleted By 22081519815
55	220873	2005	DITCH WITCH JT20	MV - Motor Vehicle	Deleted By 22081519815
56	10040700B010	2008	DITCH WITCH JT922	MV - Motor Vehicle	Deleted By 22081519815
57	1GTEC19057E514304	2007	GMC 1500	MV - Motor Vehicle	Current By 22051921532
58	4UGFH2026ED025327	2014	ABU T/A	MV - Motor Vehicle	Current By 22051921532
59	1FTSW21Y08EA13966	2008	FORD F-250 XL	TR - Trailer	Current By 22051921532
60	2FZHAZAV15AN66052	2005	STERLING 100 100	MV - Motor Vehicle	Deleted By 22081519815
61	1D9SH3433DC661062	2013	DRAGON ST6 TRI-AXLE	MV - Motor Vehicle	Deleted By 22081519815
62	NA	2007	TDC SPECIALITY	TR - Trailer	Current By 22051921532
63	CMWJT25YEG0000447	2015	DITCH WITCH JT25	MV - Motor Vehicle	Deleted By 22081519815
64	DWPJT10XVH0000120	2017	DITCH WITCH JT10	MV - Motor Vehicle	Deleted By 22081519815
65	1T0410KXTEE271526	2015	JOHN DEERE LDR 410K	MV - Motor Vehicle	Deleted By 22081519815
66	1	1982	FOREMOST DELTA II	MV - Motor Vehicle	Deleted By 22081922190
67	1XPFD69X4TN412736	1996	PETERBILT 378 BOOM	MV - Motor Vehicle	Current By 22051921532
68	3D6WF4CT2BG570953	2011	RAM 3500	MV - Motor Vehicle	Deleted By 22102714221
69	N/A	2014	JOHN DEERE 27D	TR - Trailer	Current By 22051921532
70	2WLJALAU93KL09964	2003	WESTERN STAR WATER TRUCK	MV - Motor Vehicle	Deleted By 22102803694
71	1HTHCADR45H691291	1995	INTERNATIONAL WATER TRUCK	TR - Trailer	Current By 22051921532

Search ID #: Z15585192

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.	Current

Search ID #: Z15585192

Business Debtor Search For:

GILL S VACUUM SERVICE LTD.

Search ID #: Z15585192

Date of Search: 2022-Nov-09 **Time of Search:** 13:44:17

Registration Number: 21081911243

Registration Date: 2021-Aug-19

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Amendments to Registration

22062427185

Amendment

2022-Jun-24

Debtor(s)

Block

Status

Current

1 GILL'S VACUUM SERVICE LTD.
2900, 10180 - 101 STREET
EDMONTON, AB T5J 3V5

Secured Party / Parties

Block

Status

Deleted by
22062427185

1 BANK OF MONTREAL
20TH FLOOR, 10175 - 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Block

Status

Current by
22062427185

2 BANK OF MONTREAL
C/O 2500, 10220 - 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Result Complete

Appendix D

A copy of the One Earth PPR Search Report dated November 9, 2022

Search ID #: Z15585198

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15585198

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Registration Number: 18042035839

Registration Date: 2018-Apr-20

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-20 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

21081911313	Amendment	2021-Aug-19
22033114594	Amendment	2022-Mar-31
22061023121	Amendment	2022-Jun-10
22062427238	Amendment	2022-Jun-24
22102124258	Amendment	2022-Oct-21
22102521918	Amendment	2022-Oct-25
22102814684	Amendment	2022-Oct-28
22103125316	Amendment	2022-Oct-31

Debtor(s)

Block

Status

Current

1 ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Secured Party / Parties

Block

Status

Deleted by
21081911313

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7

Search ID #: Z15585198

Block

2 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7
Email: westernpprnotices@bmo.com

Status

Deleted by
22062427238

Block

3 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Status

Current by
22062427238

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	5KKPALD1XFPD6020	2015	WESTERN STAR 4900	MV - Motor Vehicle	Current By 21081911313
2	1NKDX4EX79R941950	2009	KENWORTH T800	MV - Motor Vehicle	Current By 21081911313
3	5KKPALDR49PAL7791	2009	WESTERN STAR 4900	MV - Motor Vehicle	Current By 21081911313
4	5KKPALDR49PAL7788	2009	WESTERN STAR 4900	MV - Motor Vehicle	Current By 21081911313
5	5KKPALAV49PAB7053	2009	WESTERN STAR 4900	MV - Motor Vehicle	Deleted By 22102814684
6	821364	1982	FOREMOST CHEIFTAIN	MV - Motor Vehicle	Deleted By 22102814684
7	73479	1980	FOREMOST DELTA III	MV - Motor Vehicle	Current By 21081911313
8	2FZHAZDE47AY51150	2007	STERLING FREIGHTLINER	TR - Trailer	Current By 21081911313
9	1G9HT3532LA116021	1990	G&H	TR - Trailer	Current By 21081911313
10	2C9SG1CC0XV057235	1999	CHAGON ROLL-OFF	TR - Trailer	Current By 21081911313
11	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Current By 21081911313
12	1NKDX4EX79R941950	2009	KENWORTH T800 TRUCK	MV - Motor Vehicle	Current By 22033114594
13	5KKPALDR49PAL7791	2010	TORNADO F45 TRUCK	MV - Motor Vehicle	Current By 22033114594

Search ID #: Z15585198

14	5KKPALDR49PAL7788	2006	TORNADO F45 TRUCK	MV - Motor Vehicle	Current By 22033114594
15	5KKPALD1XFPGD6020	2015	TORNADO F45SL TRUCK	MV - Motor Vehicle	Current By 22033114594
16	1M2AD62C6VW004721	1997	MACK CL713	MV - Motor Vehicle	Current By 22033114594
17	1XPFD69X4TN412736	1996	PETERBILT 378	MV - Motor Vehicle	Current By 22033114594
18	2WLNCCND5RK934092	1994	WESTERN STAR 4846S	MV - Motor Vehicle	Deleted By 22102124258
19	2FZHAZDE47AY51150	2007	STERLING LT9500	MV - Motor Vehicle	Current By 22033114594
20	1HTHCADR0SH691921	1995	INTERNATIONAL 8100	MV - Motor Vehicle	Deleted By 22102124258
21	1GT121C83BF257904	2011	GMC 2500HD	MV - Motor Vehicle	Deleted By 22102124258
22	1GT12ZEG1FF648378	2015	GMC 2500HD	MV - Motor Vehicle	Deleted By 22102124258
23	3C6TR5DT4EG319254	2014	RAM 2500 SLT	MV - Motor Vehicle	Deleted By 22102124258
24	3C6TR5DT4FG601217	2015	RAM 2500 CREW	MV - Motor Vehicle	Deleted By 22102124258
25	3C63R3GT3DG582382	2013	RAM 3500	MV - Motor Vehicle	Deleted By 22102124258
26	3D6WF4CT2BG570953	2011	RAM 3500	MV - Motor Vehicle	Deleted By 22102124258
27	1GC4K0BG3AF125305	2010	CHEVROLET 3500HD	MV - Motor Vehicle	Current By 22033114594
28	1GDJG31U361129318	2006	GMC SAVANA	MV - Motor Vehicle	Deleted By 22102124258
29	1FTWW31568EB74772	2008	FORD F350XL	MV - Motor Vehicle	Deleted By 22102124258
30	1GT220CG6BZ342434	2011	GMC 2500HD	MV - Motor Vehicle	Current By 22033114594
31	1GC4K0BG3AF125305	2010	CHEVROLET 3500	MV - Motor Vehicle	Current By 22033114594
32	1FDWE35L91HB36870	2001	FORD E-350	MV - Motor Vehicle	Deleted By 22102124258
33	1FT8W3B61DEA06211	2013	FORD F350 XL	MV - Motor Vehicle	Deleted By 22102124258

Search ID #: Z15585198

34	4T0G16202R1007195	1994	TITAN HORSE	TR - Trailer	Current By 22033114594
35	2T9FCC3957R175531	2007	OASIS TRI/A FLATBED	TR - Trailer	Current By 22033114594
36	3CVC6182682125839	2007	TDC T/A EQUIPMENT	TR - Trailer	Current By 22033114594
37	032042	2003	T/A UTILITY TRAILER	TR - Trailer	Current By 22033114594
38	2DAEC62754T002612	2004	DOUBLE A T/A	TR - Trailer	Deleted By 22102124258
39	1W9BD1029BE477295	2011	FLAMAN END DUMP	TR - Trailer	Current By 22033114594
40	5WBBE120DWW006528	2012	TNT ENCLOSED VAN	TR - Trailer	Current By 22033114594
41	2CUB38E99C2031739	2012	TRAILTECH P2/14 KHD	TR - Trailer	Current By 22033114594
42	77889	1997	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033114594
43	8181769	1979	FOREMOST DELTA III TRUCK	MV - Motor Vehicle	Current By 22033114594
44	821364	1982	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Deleted By 22102814684
45	3093590779565	1997	FOREMOST CHIEFTAIN	MV - Motor Vehicle	Current By 22033114594
46	73497	1980	FOREMOST DELTA III	MV - Motor Vehicle	Current By 22033114594
47	JCB52450J81417924	2008	JCB 524-50	MV - Motor Vehicle	Current By 22033114594
48	T0310SJ167486	2008	JOHN DEERE 310SL	MV - Motor Vehicle	Current By 22033114594
49	MLT4060M	2010	MAGNUM	MV - Motor Vehicle	Current By 22033114594
50	1FF027DXTDG258617	2014	JOHN DEERE 27D	MV - Motor Vehicle	Current By 22033114594
51	220873	2005	DITCH WITCH JT20	MV - Motor Vehicle	Deleted By 22102124258
52	10040700B010	2008	DITCH WITCH JT922	MV - Motor Vehicle	Current By 22033114594

Search ID #: Z15585198

53	1GTEC19057E514304	2007	GMC 1500	MV - Motor Vehicle	Current By 22033114594
54	4UGFH2026ED025327	2014	ABU T/A	MV - Motor Vehicle	Current By 22033114594
55	1FTSW21Y08EA13966	2008	FORD F-250 XL	MV - Motor Vehicle	Current By 22033114594
56	2C9SG1CC0XV057235	1999	CHAGNON CT 7038-33-A	MV - Motor Vehicle	Current By 22033114594
57	1G9HT3532LA116021	1990	G & H TRI/A	MV - Motor Vehicle	Current By 22033114594
58	2FZHAZAV15AN66052	2005	STERLING 100	MV - Motor Vehicle	Deleted By 22103125316
59	2WLJALAV93KL09964	2003	WESTERN STAR 4900SA	MV - Motor Vehicle	Deleted By 22102124258
60	5KKPALAV49PAB7053	2008	TORNADO F45 TRUCK	MV - Motor Vehicle	Deleted By 22102814684
61	1GTGC24U63Z297953	2003	GMC SIERRA 1500	MV - Motor Vehicle	Deleted By 22102124258
62	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Current By 22061023121
63	2B9UL27J23D133563	2003	BERGEN 30 TRI AXLE	TR - Trailer	Current By 22061023121
64	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Current By 22061023121
65	TRA6015BL39	1111	50 DANCO ROLL OFF	TR - Trailer	Current By 22061023121
66	2T980039575501	1111	TRI-AXLE FLAT DECK	TR - Trailer	Current By 22061023121
67	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22102124258
68	2WLPCDCJ0XJ958188	1999	WESTERN STAR	MV - Motor Vehicle	Current By 22061023121
69	74887	1111	SPOOL TRAILER	TR - Trailer	Current By 22061023121
70	2ATD0T089JU401842	1111	SPOOL TRAILER	TR - Trailer	Current By 22061023121
71	2F9T308LF76056400	1111	REEL	TR - Trailer	Current By 22061023121
72	WU650085	1111	SHOP BUILT REEL	TR - Trailer	Current By 22061023121

Search ID #: Z15585198

73	74503	1111 REEL	TR - Trailer	Current By 22061023121
74	3CUC6182682125633	1111 FLAT DECK	TR - Trailer	Deleted By 22102124258
75	FJ41192	1111 SPOOL	TR - Trailer	Current By 22061023121
76	1DW1A5322XS241918	1111 53 VAN	MV - Motor Vehicle	Deleted By 22102124258
77	1992833	1111 1992833	TR - Trailer	Current By 22061023121
78	1D9SH3433DC661062	2013 DRAGON 50 TRI AXLE	TR - Trailer	Current By 22061023121
79	2CPUSB2D9MA042923	1111 CANADA	TR - Trailer	Deleted By 22102521918
80	2GTEK19081144813	2008 GMC 1500	MV - Motor Vehicle	Deleted By 22102124258

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF377 All present and after acquired personal property.	Current

Search ID #: Z15585198

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Registration Number: 22053027629

Registration Date: 2022-May-30

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$247,922.18.

Property was seized on 2022-May-28

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2022-May-28	22053027629	\$247,922.18

Exact Match on:

Debtor

No: 1

Amendments to Registration

22060137346	Amendment	2022-Jun-01
22060231307	Amendment	2022-Jun-02
22062430129	Amendment	2022-Jun-24
22102117733	Amendment	2022-Oct-21
22102128119	Amendment	2022-Oct-21
22102432101	Amendment	2022-Oct-24
22102526431	Amendment	2022-Oct-25
22102718589	Amendment	2022-Oct-27
22102730094	Amendment	2022-Oct-27
22102815321	Amendment	2022-Oct-28

Search ID #: Z15585198

Solicitor / Agent

DENTONS CANADA LLP
2500 STANTEC TOWER, 10220 103 AVENUE NW
EDMONTON, AB T5J 0K4
Phone #: 780 423 7325

Reference #: 126233-2055

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Debtor(s)

Block

Status
Current

1 ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Creditor(s)

Block

Status
Current

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	73479	1980	FOREMOST DELTA 111	MV - Motor Vehicle	Deleted By 22102117733
2	1G9HT3532LA116021	1990	G & H	TR - Trailer	Deleted By 22102117733
3	2C9SG1CC0XV057235	1999	CHAGON ROLL OFF	TR - Trailer	Deleted By 22102117733
4	2L9SRHKG0SS062002	1995	ATLAS TRCW0EX	TR - Trailer	Deleted By 22102117733
5	1M2AD62C6VW004721	1997	MACK CL713	TR - Trailer	Deleted By 22102815321
6	1GRAA0620YB069111	2000	GREAT DANE 53'	TR - Trailer	Deleted By 22102815321
7	2B9UL27J23D133563	2003	BERGEN 30'	TR - Trailer	Deleted By 22102815321

Search ID #: Z15585198

8	1GDJC34N7ME511292	1991	GMC 3500	MV - Motor Vehicle	Deleted By 22102815321
9	TRA6015BL39	1111	DANCO 50' ROLL OFF	TR - Trailer	Deleted By 22102815321
10	1D9SH3433DC661062	2013	DRAGON 50' TRI AXLE	TR - Trailer	Deleted By 22102815321
11	3C63R3DG582382	2013	DODGE SRW	MV - Motor Vehicle	Deleted By 22102718589
12	3CGTR5DT4FG601217	2015	DODGE SRW	MV - Motor Vehicle	Deleted By 22102815321
13	2DAEC62754T002612	2004	DOUBLE A	TR - Trailer	Deleted By 22102815321
14	2T980039575501	1111	TRI AXLE FLAT DECK	TR - Trailer	Deleted By 22102815321
15	1T0410KXTEE271526	1111	JD 410K BACKHOE	MV - Motor Vehicle	Deleted By 22102815321
16	2WLNCCND5RK934092	1994	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102815321
17	T310SJ167486	1111	JD 310SJ BACKHOE	MV - Motor Vehicle	Deleted By 22102815321
18	2CPUSB2D9MA042923	1111	CANADA	TR - Trailer	Deleted By 22102526431
19	1GT12ZEG1FF648378	2015	GMC SIERRA 2500	MV - Motor Vehicle	Deleted By 22102128119
20	2WLJALAV93KL09964	2002	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102730094
21	2WLPCDCJ0XK958188	1999	WESTERN STAR	MV - Motor Vehicle	Deleted By 22102815321
22	1GT121C83BF257904	2011	GMC 2500	MV - Motor Vehicle	Deleted By 22102128119
23	1HTHCADR05H691921	1995	INTERNATIONAL	MV - Motor Vehicle	Deleted By 22102815321
24	1FT8W3BT61DEA06211	2013	FORD F350	MV - Motor Vehicle	Deleted By 22102432101
25	2GTEK190181144813	2008	GMC 1500	MV - Motor Vehicle	Deleted By 22102815321
26	3D6WF4CT2BG570953	2011	DODGE 3500	MV - Motor Vehicle	Deleted By 22102128119
27	74887	1111	SPOOL	TR - Trailer	Deleted By 22102815321

Search ID #: Z15585198

28	2ATD0T089JU401842	1111 SPOOL	TR - Trailer	Deleted By 22102815321
29	2FZHAZDE47AY51150	2007 FORD WATER TRUCK	MV - Motor Vehicle	Deleted By 22102117733
30	1FTWW31568EB74772	2008 FORD F350	MV - Motor Vehicle	Deleted By 22102815321
31	PFD69F69X4TN412736	1996 PETERBILT PICKER	MV - Motor Vehicle	Deleted By 22102815321
32	JCB52450JP1417924	1111 TELEHANDLER	MV - Motor Vehicle	Deleted By 22102815321
33	2F9T308LF76056400	1111 REEL	TR - Trailer	Deleted By 22102815321
34	1GDJG31V361129318	2006 GMC CUTAWAY VAN	MV - Motor Vehicle	Deleted By 22102815321
35	4UGFH202ED025327	1111 FLAT DECK REEL	TR - Trailer	Deleted By 22102815321
36	WU650085	1111 SHOP BUILT REEL	TR - Trailer	Deleted By 22102815321
37	1FDWE53L91HB36870	1111 FORD CUBE VAN	MV - Motor Vehicle	Deleted By 22102815321
38	74503	1111 REEL	TR - Trailer	Deleted By 22102815321
39	3CUC6182682125633	1111 FLAT DECK	TR - Trailer	Deleted By 22102815321
40	FJ41192	1111 SPOOL	TR - Trailer	Deleted By 22102815321
41	1DW1A5322XS241918	1111 53' VAN	MV - Motor Vehicle	Deleted By 22102815321
42	1992833	1111 GOOSENECK	TR - Trailer	Deleted By 22102815321
43	5KKPALAV49PAB7053	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102117733
44	5KKPALDR49PAL7791	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102117733
45	1NKDX4EX79R941950	2009 KENWORTH T800	MV - Motor Vehicle	Deleted By 22102117733
46	5KKPALDR49PAL7788	2009 WESTERN STAR	MV - Motor Vehicle	Deleted By 22102117733

Search ID #: Z15585198

47	5KKPALD1XFPG06020	2009	WESTERN STAR	MV - Motor Vehicle	Deleted By 22060231307
48	2FZHAZDE47AY51150	2007	STERLING LT9500	MV - Motor Vehicle	Deleted By 22102815321
49	5KKPALD1XFPGD6020	2009	WESTERN STAR	MV - Motor Vehicle	Current By 22060231307

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Deleted By 22060137346
2	ALL FURNISHINGS, FIXTURES, EQUIPMENT, INVENTORY AND ASSETS LOCATED AT 124 & 321 MAIN STREET, KINSELLA, AB. FOR A COMPLETE LIST OF SEIZED ASSETS, CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060137346
3	ALL FURNISHINGS, FIXTURES, EQUIPMENT INVENTORY AND ASSETS LOCATED AT 9550 ENDEAVOR DRIVE, ROCKYVIEW, ALBERTA. FOR A COMPLETE LIST OF SEIZED ASSETS CONTACT THE CIVIL ENFORCEMENT AGENCY.	Current By 22060137346

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SERIAL #D ITEM 1 SEIZED UNDER SECTION 54 OF THE CIVIL ENFORCEMENT ACT.	Deleted By 22102815321
<u>Block</u> <u>Additional Information</u> <u>Status</u>		
2	SEIZED AND LEFT ON A BAILEE'S UNDERTAKING.	Current
<u>Block</u> <u>Additional Information</u> <u>Status</u>		
3	CREDITOR ADDRESS AMENDED TO READ: Bank of Montreal c/o 2500, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4	Current By 22062430129

Search ID #: Z15585198

Business Debtor Search For:

ONE EARTH ENVIRONMENTAL SOLUTIONS INC.

Search ID #: Z15585198

Date of Search: 2022-Nov-09

Time of Search: 13:44:58

Registration Number: 21081911269

Registration Date: 2021-Aug-19

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427219

Amendment

2022-Jun-24

Debtor(s)

Block

Status

Current

1 ONE EARTH ENVIRONMENTAL SOLUTIONS INC.
1609 MALONE WAY NW
EDMONTON, AB T6R 0H3

Secured Party / Parties

Block

Status

Deleted by
22062427219

1 BANK OF MONTREAL
20TH FLOOR, 10175 - 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Block

Status

Current by
22062427219

2 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Result Complete

Appendix E

A copy of the 201 Alberta PPR Search Report dated November 9, 2022

Search ID #: Z15585500

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z15585500

Date of Search: 2022-Nov-09

Time of Search: 14:21:45

Business Debtor Search For:

2012613 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z15585500

Business Debtor Search For:

2012613 ALBERTA LTD.

Search ID #: Z15585500

Date of Search: 2022-Nov-09

Time of Search: 14:21:45

Registration Number: 21081911303

Registration Date: 2021-Aug-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-19 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22062427193

Amendment

2022-Jun-24

Debtor(s)

Block

1 2012613 ALBERTA LTD.
2900, 10180 101 STREET
EDMONTON, AB T5J 3V5

Status

Current

Secured Party / Parties

Block

1 BANK OF MONTREAL
20TH FLOOR, 10175 101 STREET
EDMONTON, AB T5J 0H3
Email: WESTERNPPRNOTICES@BMO.COM

Status

Deleted by
22062427193

Block

2 BANK OF MONTREAL
C/O 2500, 10220 103 AVENUE
EDMONTON, AB T5J 0K4
Email: westernpprnotices@bmo.com

Status

Current by
22062427193

Search ID #: Z15585500

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL PRESENT AND AFTER-ACQUIRED INTANGIBLES (INCLUDING ACCOUNTS), INSTRUMENTS, CHATTEL PAPER, INVESTMENT PROPERTY AND MONEY (AS EACH OF THOSE TERMS ARE DEFINED IN THE PPSA) REPRESENTING AMOUNTS OWED OR OWING BY GILL'S VACUUM SERVICE LTD. TO THE DEBTOR.</p> <p>PROCEEDS: ALL PROCEEDS OF EVERY NATURE, TYPE OR KIND INCLUDING, WITHOUT LIMITATION, GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES (AS SUCH TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) RECEIVED WHEN THE COLLATERAL DESCRIBED ABOVE OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.</p>	Current

Result Complete

Appendix F

Copies of the Auction Analytics Reports

**Auction #475-2 ±5,000 sf Industrial Bldg on Prime Corner Lot
124 Main Street, Kinsella, AB**

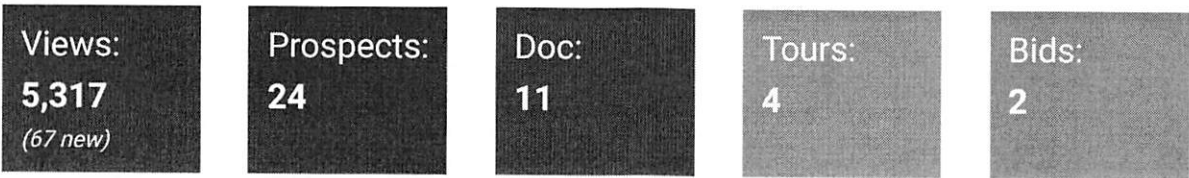
Oct-09-2024

**Auction Marketing Campaign results for the industrial building located at
124 Main Street, Kinsella (FRE 475-2)**

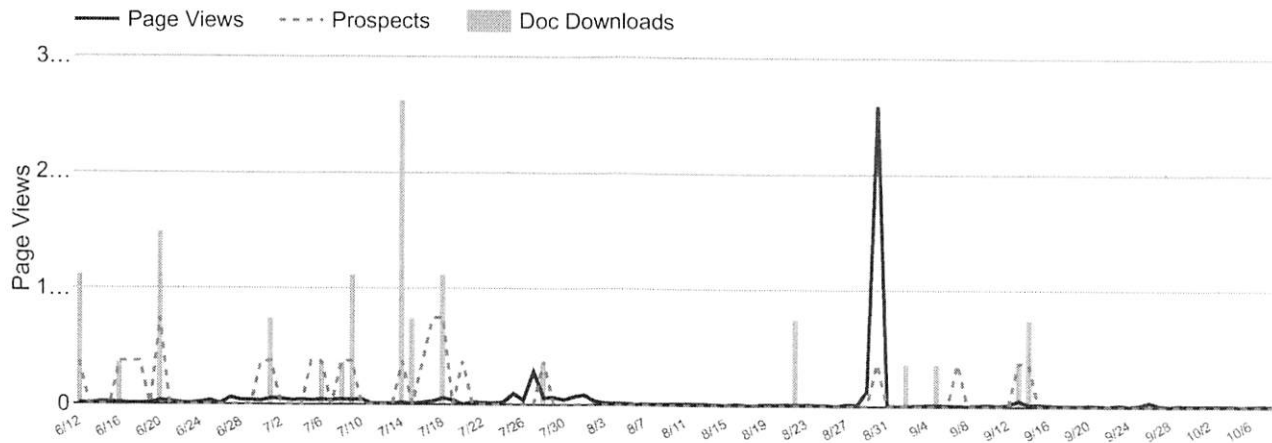
FRE's team conducted a results-driven, 6-week marketing campaign with the goal of exposing each of the Kinsella properties to a national and international audience. The campaign was very successful and delivered interest from the US, India and across Canada. Potential buyers in Canada stretched from Vancouver to Montreal, with the majority residing in from Alberta.

The graphs below show the details of this campaign.

Bid Results: 124 Main Street, high bid of \$19,000



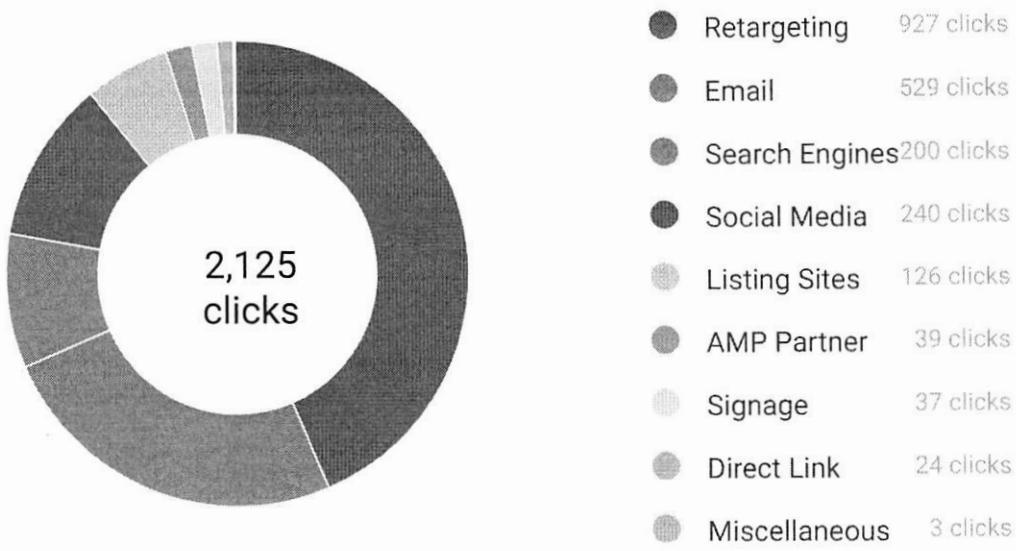
Property Activity



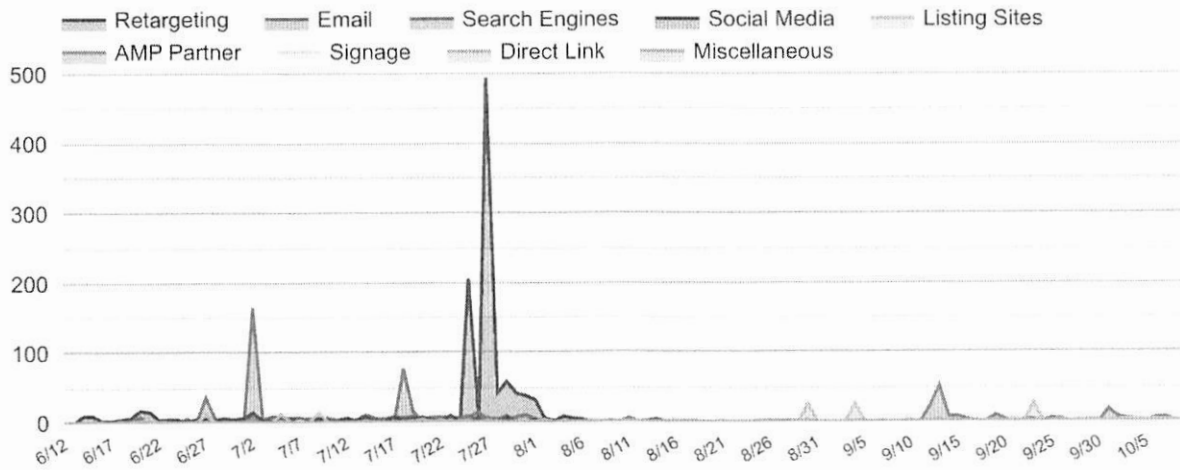
Prospect Grading

Grade A (Placed a bid)	3
Grade B (Visited a property)	1
Grade C (Potential bidder)	6
Grade D (Expressed interest)	10
Grade E (Real estate professionals)	0
Grade F (Lost interest in property)	4
Ungraded	0
Total:	24

Media Tracking by Category



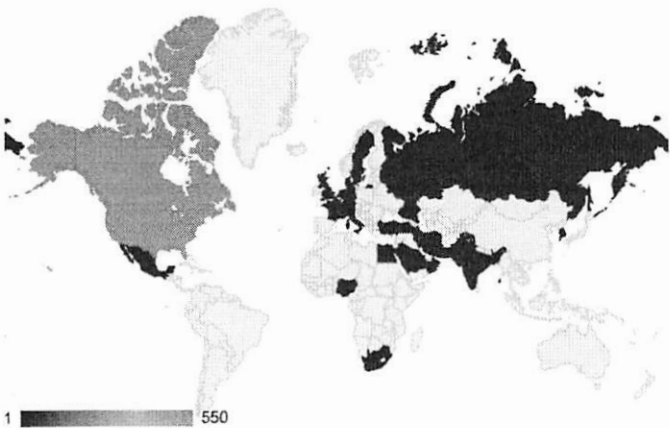
Media Tracking



Prospect Location (when known)



Calgary, AB	3 Prospects
Vancouver, BC	3 Prospects
Edmonton, AB	2 Prospects
Lethbridge, AB	2 Prospects
Fort McMurray , Albania	1 Prospect
BRAMPTON, ON	1 Prospect
Greater Sudbury, ON	1 Prospect
Kelowna, BC	1 Prospect



Canada	550 Views
United States	243 Views
Iran	21 Views
(not set)	15 Views
Nigeria	14 Views
Saudi Arabia	10 Views

Auction #475-1 ±4,988 sf Industrial Bldg (w/ ±4,000 sf fabric shelter) on ±1.01 AC

321 Main Street, Kinsella, AB

Oct-09-2024

Auction Marketing Campaign results for the industrial building located at 321 Main Street, Kinsella (FRE 475-1)

FRE’s team conducted a results-driven, 6-week marketing campaign with the goal of exposing each of the Kinsella properties to a national and international audience. The campaign was very successful and delivered interest from the US, India and across Canada. Potential buyers in Canada stretched from Vancouver to Montreal, with the majority residing in from Alberta.

The graphs below show the details of this campaign.

Bid Results: 321 Main Street, high bid of \$66,690

Views:

5,075

(281 new)

Prospects:

24

(4 new)

Doc:

19

(5 new)

Tours:

4

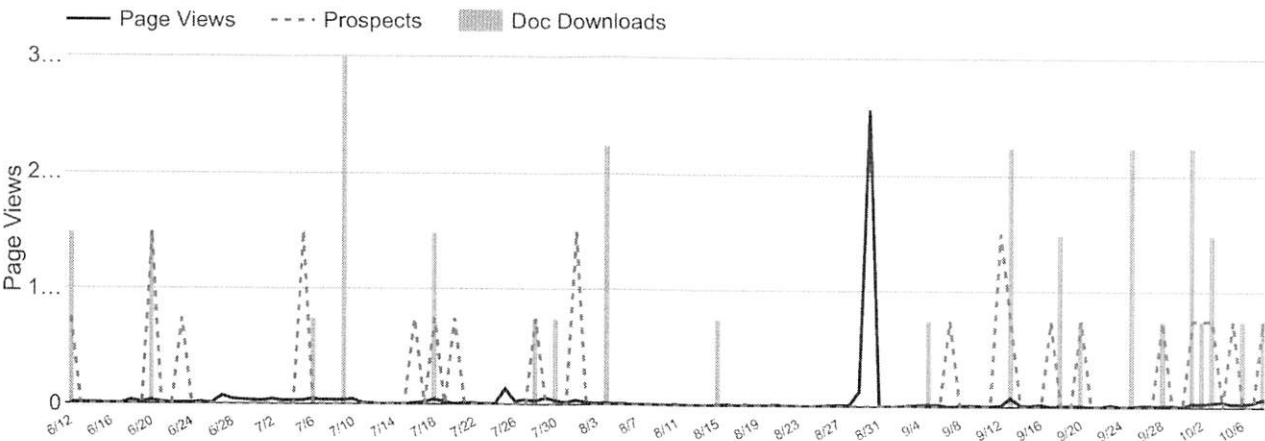
(1 new)

Bids:

4

(3 new)

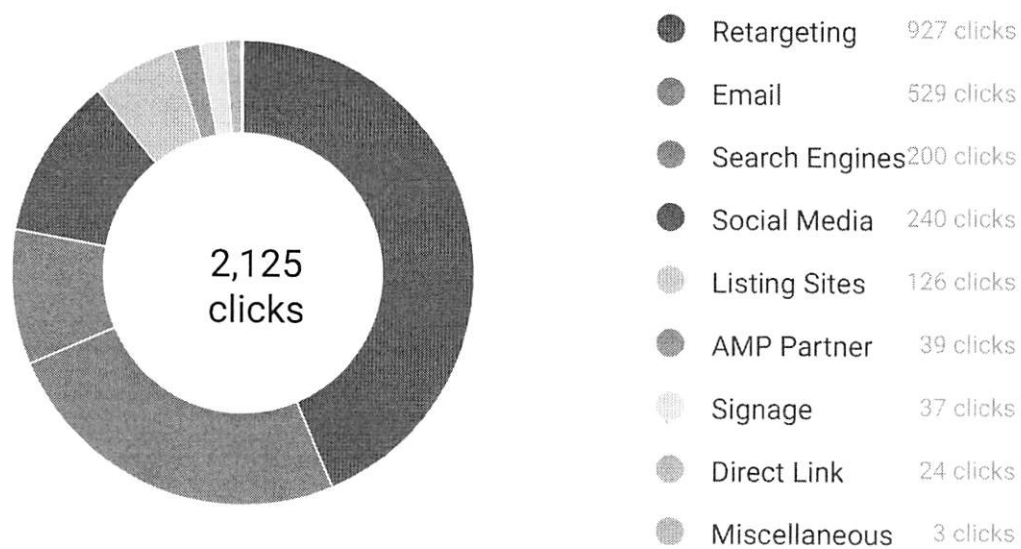
Property Activity



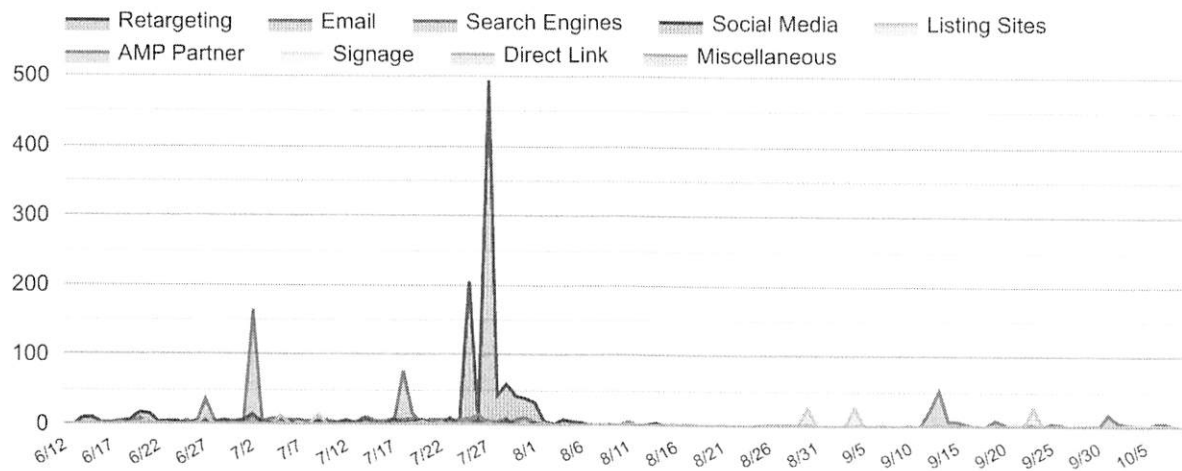
Prospect Grading

Grade A (Placed a bid)	4
Grade B (Visited a property)	0
Grade C (Potential bidder)	8
Grade D (Expressed interest)	9
Grade E (Real estate professionals)	0
Grade F (Lost interest in property)	3
Ungraded	0
Total:	24

Media Tracking by Category



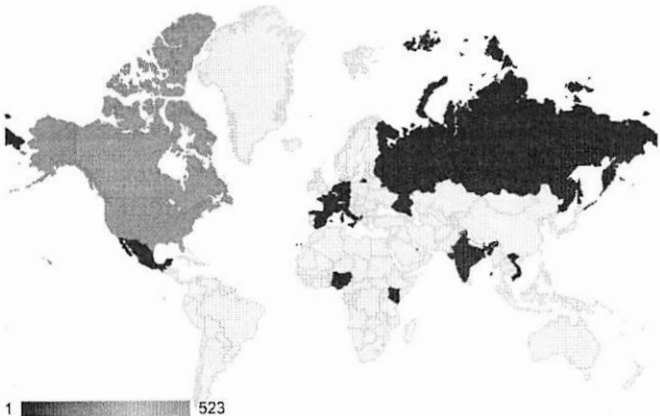
Media Tracking



Prospect Location (when known)



Edmonton, AB	6 Prospects
Calgary, AB	4 Prospects
Lethbridge, AB	2 Prospects
Toronto, ON	2 Prospects
Fort McMurray , Albania	1 Prospect
BRAMPTON, ON	1 Prospect
Greater Sudbury, ON	1 Prospect
sedgewick, AB	1 Prospect



Canada	523 Views
United States	216 Views
India	38 Views
(not set)	12 Views
Kenya	9 Views
France	4 Views
Nigeria	3 Views

Appendix G

**Interim Statement of Receipts and Disbursements for the period of
November 18, 2022, to January 7, 2025**

Estate No: 24-116264

Estate No: 24-116265

Estate No: 24-116266

**In the Matter of the Receivership of Gill's Vacuum Service Ltd.,
One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of November 18, 2022 to January 7, 2025**

Receipts	\$'s
Net proceeds from PPSA equipment sale	114,120
Receiver's borrowings	50,000
WCB refund	2,223
GST refund	2,048
	168,392

Disbursements	
Receiver fees and disbursements	56,016
Insurance	39,100
GST remitted	22,576
Legal fees and disbursements	26,204
Appraisal fees	6,680
Property taxes	5,071
Auction marketing fees	5,000
GST paid	4,437
Contractor costs	2,000
Filing and search fees, bank charges, mail redirection, travel	458
	167,543

Funds Held In Trust	848
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Note 1 - Net proceeds from the sale of Lot 1 Main Street in the amount of \$4,698.63 collected by DLA Piper LLP and used to pay outstanding legal fees.

Note 2 - Net proceeds from the sale of 321 Main Street and 124 Main Street collected by DLA Piper LLP. As at January 7, 2025 DLA Piper LLP holds \$78,360 in trust.

MNP Ltd.

Receiver of Gill's Vacuum Service Ltd.,
One Earth Environmental Solutions Inc., and
2012613 Alberta Ltd.

Appendix H

A copy of the Fee Affidavit of Kristin Gray

Clerk's stamp:

COURT FILE NUMBER	2203 09349
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	GILL'S VACUUM SERVICE LTD., ONE EARTH ENVIRONMENTAL SOLUTIONS INC., 2012613 ALBERTA LTD., AND NEIL GILLARD
DOCUMENT	<u>FEE AFFIDAVIT</u>

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Receiver:
MNP Ltd.
Suite 1300, MNP Tower
10235 – 101 Street NW
Edmonton, AB, Canada T5J 3G1
Attention: Kristin Gray
Phone: 780.705.0073 Fax: 780.409.5415
kristin.gray@mnp.ca

Counsel:
DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 – 103rd Ave NW
Edmonton, AB, Canada T5J 0K4
Attention: Jerritt R. Pawlyk / Kevin Hoy
Phone: 780.429.6835 Fax: 780.670.4329
jerritt.pawlyk@dlapiper.com
kevin.hoy@dlapiper.com

**AFFIDAVIT OF KRISTIN GRAY
SWORN ON JANUARY 13, 2025**

I, Kristin Gray, CPA, CA, CIRP, LIT of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a Senior Vice-President with MNP Ltd., successor to The Bowra Group Inc., Receiver of Gill's Vacuum Service Ltd., One Earth Environmental Solutions Inc. and 2012613 Alberta Ltd. (the "**Receiver**") and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. MNP Ltd. was appointed Receiver of Gill's Vacuum Service Ltd., One Earth Environmental Solutions Inc. and 2012613 Alberta Ltd. pursuant to the Order of the Honourable Justice Fagnan of the Alberta Court of King's Bench dated November 18, 2022 (the "**Receivership**").

3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 10 years of experience in the area of Insolvency and Restructuring and have been handling the day-to-day administrative work in relation to the Receivership.
4. With respect to the Receiver's accounts covering fees and disbursements incurred by the Receiver for the period May 1, 2023 to November 30, 2024, which accounts are contained herein as **Exhibit "A"** (the "**Accounts**");

- (a) The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
- (b) The hourly rate for each and every individual employee of the Receiver who completed work in regard to the Receivership (the "**Hourly Rates**"), including Non-Professional staff is as follows:

The MNP Ltd. team:

- (i) Kristin Gray, Senior Vice-President and Licensed Insolvency Trustee - \$685;
 - (ii) Steven Barlott, Manager - \$415;
 - (iii) Sofie Parker, Senior Analyst - \$306;
 - (iv) Isobel Smith, Administration (Non-Professional) - \$256;
 - (v) Julia Noort, Administration (Non-Professional) - \$256;
 - (vi) Megan Schafer, Administration (Non-Professional) - \$256;
 - (vii) Shannon Massa, Administration (Non-Professional) - \$256;
 - (viii) Levi Howard, Administration (Non-Professional) - \$225; and,
 - (ix) Aoife Sugrue, Administration (Non-Professional) - \$225
- (c) I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accountant firms within the city of Edmonton of equivalent competence and expertise in the insolvency area.

5. With respect to the Receiver's independent legal counsel, DLA Piper (Canada) LLP ("**DLA Piper**"), accounts covering fees and disbursements incurred by counsel for the period May 1, 2024, to November 30, 2024, which accounts are contained herein as **Exhibit "B"** (the "**DLA Piper Accounts**");

- (a) The DLA Piper Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
- (b) The hourly rate for each and every individual employee of the Receiver's independent legal counsel who completed work in regard to the Receivership (the "**DLA Piper Hourly Rates**"), including Non-Professional staff is as follows:

The DLA Piper team:

- (i) Jerritt R. Pawlyk, Partner - \$750;

- SWORN** before me at the City of
Edmonton, in the Province of Alberta, this
13th day of January 2025.

Bob Smith

A Commissioner for Oaths in and for the
Province of Alberta

ISOBEL NICOLE SMITH
A Commissioner for Oaths
in and for Alberta
My Commission expires August 31, 2027
Appointee No. 0764665

100

Kristin Gray, CPA, CA, CIRP, LIT
Senior Vice-President

EXHIBIT A

Copies of the Receiver's Invoices

This is Exhibit " A " referred to
in the Affidavit of

Kristin Gray

Sworn before me this 13 day

of January, 2025

Isobel Nicole Smith
A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH

A Commissioner for Oaths
in and for Alberta

My Commission expires August 31, 2027
Appointee No. 0764665

**In the Matter of the Receivership of Gill's Vacuum Services Ltd., One Earth
Environmental Solutions Inc., and 2012613 Alberta Ltd.**

Summary of Receiver's Fees

For the period of May 1, 2023, to November 30, 2024

Period	Invoice	Fees	Disbursements	GST	Total
May 1, 2023 to November 30, 2024	12060017	24,733.40	-	1,236.67	25,970.07
		24,733.40	-	1,236.67	25,970.07

December 19, 2024

BMO Financial Group
20th Floor, 10175 101 Street
Edmonton, AB T5J 0H3

Attention: John Herman

**Re: In the Matter of the Receivership of Gill's Vacuum Service Ltd., One Earth
Environmental Solutions Inc., and 2012613 Alberta Ltd. (the "Companies")**
Client Number: 982443

Please find enclosed our Invoice No. 12060017 for professional services rendered for the period of May 1, 2023, to November 30, 2024, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.
Receiver of Gill's Vacuum Service Ltd.,
One Earth Environmental Solutions Inc., and 2012613 Alberta Ltd.

Per:

Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

December 19, 2024

Invoice No: 12060017
GST No: 10369 7215

BMO Financial Group
20th Floor, 10175 101 Street
Edmonton, AB T5J 0H3

Attention: John Herman

**Re: In the Matter of the Receivership of Gill's Vacuum Service Ltd., One Earth
Environmental Solutions Inc., and 2012613 Alberta Ltd. (the "Companies")
Client Number: 982443**

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period May 1, 2023, to November 30, 2024, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
02-May-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.30	76.80
02-May-2023	SP	Review and edit disbursements and banking reports;	.20	61.20
02-May-2023	AS	Prepare cheques and disbursement vouchers; Organize mailing/courier.	.30	67.50
09-May-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
09-May-2023	KG	Receive various correspondence from the realtor on interest to date; Email correspondence to John Hermann of the Bank of Montreal ("BMO") regarding the same; Provide counteroffer instructions to the realtor;	.50	342.50
09-May-2023	AS	Prepare cheques and disbursement vouchers; Organize mailing/courier;	.30	67.50
10-May-2023	SP	Review and edit disbursements and banking reports;	.20	61.20
15-May-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	256.00
17-May-2023	IS	Finalize miscellaneous correspondence;	.30	76.80

24-May-2023	KG	Correspondence regarding insurance renewal for 6 months;	.10	68.50
25-May-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
25-May-2023	AS	Prepare cheques and disbursement vouchers; Organize mailing/courier;	.30	67.50
26-May-2023	KG	Review and approve invoices for payment;	.10	68.50
29-May-2023	SB	Correspondence with Isobel Smith regarding website update; Correspondence with Darin Baxandall of Re/Max Elite ("Re/Max") regarding listings and closing of vacant lot;	.30	124.50
29-May-2023	KG	Correspondence from Darin Baxandall of Re/Max regarding price reduction recommendations; Review listings. Correspondence with Steven Barlott regarding the same; Correspondence to Sandra Zesko of the Companies regarding properties for sale and legal descriptions;	.40	274.00
29-May-2023	SP	Prepare the 2023 Annual Banking Report ("ABR")	.20	61.20
30-May-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing; Update a link on the website;	.40	102.40
30-May-2023	AS	Prepare cheques and disbursement vouchers; Organize mailing/courier;	.30	67.50
31-May-2023	SB	Prepare and send an update email to John Hermann of BMO, call regarding same;	.50	207.50
31-May-2023	IS	Various correspondence with the CRA regarding account maintenance;	.50	128.00
31-May-2023	KG	Review marketing update to BMO; Email correspondence with the Company regarding corporate tax returns;	.20	137.00
31-May-2023	SP	Review and edit disbursements and banking reports;	.10	30.60
07-Jun-2023	IS	Review correspondence received from the CRA; Resend the T2 Waiver to the CRA;	.40	102.40
08-Jun-2023	SB	Correspondence with Darin Baxandall of Re/Max regarding relisting the Properties;	.30	124.50

14-Jun-2023	SB	Review new listing agreements for 124 Main Street and 321 Main Street;	.50	207.50
16-Jun-2023	SB	Finalize and send the relisting agreements for 124 Main Street and 321 Main Street to Darin Baxandall of Re/Max;	.30	124.50
11-Jul-2023	SB	Draft email to John Herman of BMO regarding an offer received on 124 Main Street and proposed counteroffer;	.50	207.50
12-Jul-2023	KG	Review an offer received for 124 Main Street. Edit correspondence to John Hermann of BMO regarding the same; Correspondence to Steven Barlott regarding the recommended counteroffer and deposit;	.30	205.50
17-Jul-2023	SB	Correspondence with Darin Baxandall of Re/Max regarding counteroffer;	.30	124.50
19-Jul-2023	IS	File quarterly GST return with the CRA;	.30	76.80
19-Jul-2023	SP	Estate administration related to banking matters.;	.20	61.20
25-Jul-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
09-Aug-2023	SB	Correspondence with Sandra Zesko of the Companies regarding GST and dissolution of the Companies;	.10	41.50
14-Aug-2023	JN	Estate administration related to general ledger ("GL") reconciliation;	.20	51.20
11-Sep-2023	IS	Review 2024 GST filing information received. Update GST Log for the same;	.30	76.80
12-Sep-2023	JN	Estate Administration related to GL reconciliation;	.20	51.20
18-Oct-2023	SB	Prepare the 6-month interim statement of receipts and disbursements ("R&D") as at September 30, 2023, for submission to the Office of the Superintendent of Bankruptcy ("OSB");	.50	207.50
19-Oct-2023	KG	Review, edit, and sign 6-month R&D to the OSB;	.20	137.00
24-Oct-2023	IS	Prepare quarterly GST filing return. Provide to Kristin Gray for review and approval;	.20	51.20
25-Oct-2023	SP	Review and edit bank reconciliation;	.20	61.20
26-Oct-2023	IS	File quarterly GST with the CRA. Update the GST filing log with the same;	.10	25.60

30-Oct-2023	SP	Estate administration related to banking matters;	.20	61.20
31-Oct-2023	SB	Update call with John Hermann of BMO;	.30	124.50
17-Nov-2023	IS	Fax T2 waivers to the CRA;	.30	76.80
28-Nov-2023	KG	Review insurance renewal documents and give instructions regarding the same;	.20	137.00
29-Nov-2023	IS	Various estate banking tasks;	.20	51.20
01-Dec-2023	SP	Review and edit bank reconciliation;	.20	61.20
04-Dec-2023	AS	Prepare bank reconciliation;	.20	45.00
05-Dec-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
05-Dec-2023	AS	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by courier or mail;	.30	67.50
06-Dec-2023	KG	Review and approve invoices for payment; Review insurance policy; Review funds held in trust with DLA Piper LLP ("DLA");	.20	137.00
08-Dec-2023	KG	Review and approve invoices for payment;	.10	68.50
12-Dec-2023	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
12-Dec-2023	AS	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by courier or mail;	.30	67.50
03-Jan-2024	IS	Prepare and file quarterly GST with the CRA;	.20	51.20
09-Jan-2024	MS	Various estate banking tasks;	.60	153.60
09-Jan-2024	IS	Post funds received to Ascend. Arrange deposit of the same;	.30	76.80
18-Jan-2024	SB	Correspondence with Darin Baxandall of Re/Max regarding listings and interest;	.30	124.50
24-Jan-2024	SB	Correspondence with Darin Baxandall of Re/Max regarding the properties; Update to BMO regarding property listings and interest;	.70	290.50
24-Jan-2024	KG	Review R&D and email update to BMO;	.10	68.50
25-Jan-2024	SB	Provide approval for price reduction to Darin Baxandall of Re/Max, prepare amendments for Kristin Gray to sign;	.40	166.00

29-Jan-2024	SB	Correspondence with management regarding the Receivership;	.10	41.50
30-Jan-2024	SP	Estate administration related to banking matters;	.10	30.60
31-Jan-2024	IS	Website update;	.50	128.00
31-Jan-2024	KG	Finalize and execute new listing agreements and prices; Website review and update;	.10	68.50
04-Mar-2024	SB	Various correspondence;	.10	41.50
12-Mar-2024	SB	Call with the CRA regarding an update on their claim;	.10	41.50
15-Mar-2024	SB	Correspondence with Tanya Clynes regarding file status as it relates to Neil Gillard filing for personal bankruptcy;	.20	83.00
27-Mar-2024	SP	Prepare bank reconciliation;	.20	61.20
05-Apr-2024	KG	Correspondence regarding the next steps and selling the properties by auction; Correspondence with Jerritt Pawlyk of DLA regarding the timing of Court approval; Discuss auctioneers with Steven Barlott;	.20	137.00
08-Apr-2024	IS	Prepare and file quarterly GST return;	.20	51.20
10-Apr-2024	SB	Draft request for proposal email to auction companies; Calls with potential auction companies;	1.00	415.00
11-Apr-2024	SB	Zoom call with FRE Commercial Auctions ("FRE") regarding their auction proposal;	.30	124.50
29-Apr-2024	IS	Various correspondence with Steven Barlott;	.10	25.60
30-Apr-2024	SB	Correspondence with Kurt Milch of FRE regarding auction appraisal;	.20	83.00
01-May-2024	KG	Review auction proposals and discussions with Steven Barlott regarding commission amounts;	.20	137.00
02-May-2024	SB	Call with Kurt Milch of FRE regarding the auction proposal; Draft email to Jerritt Pawlyk of DLA requesting comment on auction agreement; Various correspondence;	.80	332.00
06-May-2024	KG	Review proposed changes to the FRE listing agreement. Give instructions to Steven Barlott;	.20	137.00
07-May-2024	SB	Correspondence with the Companies; Correspondence and calls with FRE	4.00	1,660.00

		regarding auctions agreement; Draft the Receiver's First Report to Court ("First Report");		
07-May-2024	KG	Correspondence with Kevin Hoy of DLA regarding a Sale and Vesting Order ("SAVO") strategy in respect of the land auction;	.20	137.00
08-May-2024	SB	Edits to the First Report;	4.00	1,660.00
09-May-2024	SB	Edits to First Report; Discussion with Kristin Gray regarding the auction and related fees;	2.00	830.00
09-May-2024	IS	Edits to Fee Affidavit. Various correspondence with Kristin Gray regarding the same;	1.50	384.00
09-May-2024	KG	Edits and changes to the First Report and Fee Affidavit; Detailed review of FRE auction agreement; Correspondence with Steven Barlott regarding the same. Edits and changes to the R&D as at May 7, 2024; Call with CRA to confirm property claims; Discuss the inclusion of appraisals with Kevin Hoy of DLA;	3.00	2,055.00
10-May-2024	SB	Edits to the First Report as proposed by DLA;	1.00	415.00
10-May-2024	SP	Prepare bank reconciliation;	.20	61.20
13-May-2024	SB	Correspondence with Kevin Hoy of DLA regarding the Notice to Media; Finalize the First Report, and prepare appendices regarding the same;	1.30	539.50
13-May-2024	IS	Review, edit, and finalize the First Report. Send the same to DLA; Fax First Report to the CRA;	2.50	640.00
13-May-2024	KG	Review the final version of the First Report; Various correspondence with DLA regarding the same; Review application materials and draft Orders; Website update;	1.00	685.00
14-May-2024	SB	Correspondence with Darin Baxandall of Re/Max and Kurt Milch of FRE regarding upcoming application and related auction;	.30	124.50
15-May-2024	IS	Post website update;	.50	128.00

16-May-2024	SB	Correspondence with the Companies regarding Court materials; Call with Darin Baxandall of Re/Max regarding auctions and marketing of the Properties;	.30	124.50
16-May-2024	IS	Website update;	.30	76.80
21-May-2024	SB	Call and correspondence with Darin Baxandall of Re/Max and Kurt Milch of FRE regarding granting of SAVO and commencement of preparation for auction;	.80	332.00
21-May-2024	KG	Prepare for and attend the SAVO application;	.50	342.50
22-May-2024	SB	Correspondence with FRE regarding the auction, correspondence with Darin Baxandall of Re/Max regarding the same; Correspondence to unsuccessful auction companies;	.40	166.00
23-May-2024	SB	Call and correspondence with Re/Max and FRE regarding auction; Correspondence with Tanya Clynes regarding Seashell Investments Inc. and 2012613 AB Ltd. and the personal bankruptcy filing of the debtors;	1.00	415.00
24-May-2024	SB	Review Re/Max listing agreements and make changes per previous agreements, prepare for Kristin Gray to sign; Prepare FRE agreement for Kirstin Gray to sign; Correspondence with Darin Baxandall of Re/Max regarding the auction and listing of Properties;	1.00	415.00
24-May-2024	KG	Review and sign the auction and listing agreements;	.20	137.00
28-May-2024	JN	Various banking matters relating to etransfer requests and discussion with Steven Barlott regarding same; Process cheques and compile supporting documentation for obtaining signatures;	.50	128.00
28-May-2024	SB	Correspondence regarding timing and information for auction; Correspondence regarding payment of marketing fee invoice; Correspondence with HUB International Insurance ("HUB") regarding insurance renewal;	.60	249.00

28-May-2024	IS	Post disbursements to Ascend. Send the same to Vancouver for processing; Various correspondence regarding the same;	.40	102.40
28-May-2024	KG	Correspondence regarding insurance renewal; Correspondence regarding the auction timeline; Review filed Orders; Website update;	.20	137.00
28-May-2024	SP	Estate administration related to processing Interac e-transfers and banking reports;	.25	76.50
29-May-2024	JN	Organize cheque distribution by mail;	.20	51.20
29-May-2024	SB	Review fully executed listing agreements and marketing details;	.30	124.50
29-May-2024	IS	Post disbursement to Ascend. Various estate banking tasks; Website update;	.50	128.00
03-Jun-2024	SB	Correspondence with Kurt Milch of FRE regarding the upcoming auction and related signed listing agreements;	.50	207.50
04-Jun-2024	SB	Correspondence with HUB regarding insurance renewal, discussion with Kristin Gray regarding the same;	.30	124.50
04-Jun-2024	KG	Review and approve insurance renewal;	.10	68.50
10-Jun-2024	KG	Review and approve invoices for payment;	.10	68.50
11-Jun-2024	JN	Process cheques and compile supporting documentation for obtaining signatures; Organize cheque distribution by mail;	.30	76.80
11-Jun-2024	IS	Post disbursements to Ascend. Send to Vancouver for processing;	.30	76.80
17-Jun-2024	SB	Correspondence with FRE regarding auction;	.30	124.50
19-Jun-2024	SB	Provide website update to Isobel Smith for posting; Correspondence with insurance contractor;	.40	166.00
19-Jun-2024	IS	Post website update;	.50	128.00
20-Jun-2024	SB	Various correspondence regarding the auction;	.30	124.50
20-Jun-2024	SP	Estate administration related to various banking matters;	.25	76.50

21-Jun-2024	SB	Review weekly update report from FRE Auctions;	.30	124.50
08-Jul-2024	SB	Review update from FRE;	.20	83.00
10-Jul-2024	SB	Correspondence to Karin Vassberg of MaxWell Devonshire Realty regarding the auction of the properties;	.20	83.00
10-Jul-2024	IS	Prepare quarterly GST return. Provide to Kristin Gray for review and approval;	.10	25.60
10-Jul-2024	KG	Review and approve GST. Review prior period notice of assessment;	.10	68.50
12-Jul-2024	IS	File quarterly GST with the CRA;	.20	51.20
16-Jul-2024	KG	Update from real estate auctioneer; Give instructions regarding the auction strategy and options;	.30	205.50
19-Jul-2024	SB	Call with Kurt Milch of FRE regarding the Properties and buyer inquiries;	.40	166.00
22-Jul-2024	KG	Update on real property auction to John Hermann of BMO; Review auction Interest update from the auctioneer.	.30	205.50
31-Jul-2024	SM	Various estate banking tasks;	.50	128.00
31-Jul-2024	IS	Post funds received to Ascend. Various estate banking tasks related to the same;	.20	51.20
01-Aug-2024	SB	Review sales agreement and provide comments regarding required changes;	.50	207.50
02-Aug-2024	JN	Prepare bank reconciliation;	.10	25.60
02-Aug-2024	SB	Correspondence with auctioneer and realtor regarding closing;	.50	207.50
02-Aug-2024	KG	Review final auction results and correspondence regarding purchase agreements;	.10	68.50
06-Aug-2024	SB	Correspondence with the auction company regarding the closing of sales; Review purchase agreement amendments and changes from Darin Baxandall of Re/Max; Correspondence to DLA regarding closing of properties;	.50	207.50
06-Aug-2024	KG	Various correspondence to confirm purchase details and closing timeline;	.20	137.00
13-Aug-2024	SB	Calls and correspondence with FRE and Re/Max regarding the closing of properties;	.50	207.50

14-Aug-2024	KG	Review auction results and closing instructions for 124 Main Street. Discuss 321 Main Street closing issues with Kurt Milch of FRE; Review the SAVO and FRE Auction Agreement; Email correspondence to Jerritt Pawlyk of DLA regarding reducing the minimum bids and/or pursuing a conventional offer with the broker;	.50	342.50
28-Aug-2024	SB	Various calls and correspondence regarding the second auction; Update email to DLA;	.20	83.00
28-Aug-2024	KG	Update on the second auction recommendations. Give instructions;	.20	137.00
29-Aug-2024	KG	Correspondence regarding auction dates and details; Correspondence to confirm insurance renewal;	.10	68.50
05-Sep-2024	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
09-Sep-2024	IS	Review 2025 RT0002 filing information. Update the GST filing log for the same;	.20	51.20
13-Sep-2024	SB	Call with Kurt Milch of FRE regarding the auction;	.10	41.50
25-Sep-2024	JN	Correspondence to BMO regarding online banking;	.20	51.20
27-Sep-2024	JN	Prepare bank reconciliation;	.10	25.60
02-Oct-2024	IS	Prepare and file quarterly GST;	.20	51.20
08-Oct-2024	KG	Update call with BMO. Email the auctioneer for an update on the results and recommendations;	.10	68.50
09-Oct-2024	KG	Various correspondence to BMO and the auctioneer to confirm acceptance of the offers; Discuss offers with Kevin Hoy of DLA; Review closing documentation; Prepare R&D as at October 10, 2024, for BMO's consideration in the context of offers;	.50	342.50
15-Oct-2024	KG	Call with Kurt Milch of FRE regarding closing and fee addendums; Follow up with DLA on the closing timeline and the purchase agreement;	.20	137.00

18-Oct-2024	KG	Review purchase and sale agreements; Correspondence to Kevin Hoy of DLA regarding payment of property taxes;	.10	68.50
23-Oct-2024	KG	Review and approve bank reconciliations;	.10	68.50
25-Oct-2024	JN	Prepare bank reconciliation;	.10	25.60
28-Oct-2024	KG	Update to John Herman of BMO; Sign Asset Purchase Agreement ("APA") for 124 Main Street;	.10	68.50
04-Nov-2024	KG	Review and execute amended real estate purchase agreements;	.20	137.00
05-Nov-2024	IS	Various estate administrative tasks;	.10	25.60
14-Nov-2024	SB	Correspondence with DLA and Darin Baxandall of Re/Max regarding the closing of properties;	.10	41.50
14-Nov-2024	IS	Post disbursements to Ascend. Send the same to Vancouver for processing; Various estate administrative tasks;	.40	102.40
14-Nov-2024	LH	Process cheques and compile supporting documentation for obtaining signatures;	.20	45.00
18-Nov-2024	KG	Various correspondence regarding the closings; Review closing documents and statement of adjustments; Sign Receiver's Certificates; Discuss key transfer, utilities, and insurance with Steven Barlott;	.50	342.50
19-Nov-2024	SP	Estate administration related to the review and editing of disbursements, journal entries, and banking reports.	.20	61.20
20-Nov-2024	IS	Various estate administrative tasks;	.10	25.60
21-Nov-2024	IS	Post disbursement to Ascend. Send the same to Vancouver for processing;	.20	51.20
26-Nov-2024	IS	Various estate administrative tasks;	.20	51.20
29-Nov-2024	SB	Correspondence with HUB regarding cancellation of insurance policy;	.10	41.50
TOTAL			65.30	26,733.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$26,733.40
Less: Courtesy Discount		(\$2,000.00)
GST on Professional Fees	<u>1,236.67</u>	1,236.67
TOTAL THIS INVOICE		<u>\$25,970.07</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period May 1, 2023, to November 30, 2024, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	12.00	685.00	8,220.00
Steven Barlott	Manager	30.20	415.00	12,533.00
Sofie Parker	Senior Analyst	2.70	306.00	826.20
Isobel Smith	Senior Administration	15.20	256.00	3,891.20
Julia Noort	Senior Administration	1.90	256.00	486.40
Megan Schafer	Senior Administration	0.60	256.00	153.60
Shannon Massa	Senior Administration	0.50	256.00	128.00
Levi Howard	Administration	0.20	225.00	45.00
Aoife Sugrue	Administration	2.00	225.00	450.00
Time Billed		65.30	409.39 *	26,733.40

(*Average)

EXHIBIT B

Copy of the Receiver's Legal Counsel Invoices

This is Exhibit " B " referred to
in the Affidavit of

Kristin Gray

Sworn before me this 13 day

of January, 2025

Isobel Nicole Smith
A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH

A Commissioner for Oaths
in and for Alberta

My Commission expires August 31, 2027
Appointee No. 0764665

**In the Matter of the Receivership of Gill's Vacuum Services Ltd., One Earth
Environmental Solutions Inc., and 2012613 Alberta Ltd.**

Summary of Receiver's Legal Counsel Fees

For the period of May 1, 2024, to November 30, 2024

Firm	Date	Invoice	Fees	Discount	Disbursements	GST	Total	
DLA Piper (Canada) LLP	June 6, 2024	2289824	8,500.00	(1,275.00)	80.00	361.25	7,666.25	*
DLA Piper (Canada) LLP	November 12, 2024	2329292	5,792.50	-	82.00	290.23	6,164.73	
DLA Piper (Canada) LLP	December 3, 2024	2335963	3,790.00	-	10.00	189.50	3,989.50	*
			18,082.50		172.00	840.98	17,820.48	

** denotes invoices paid by funds held in trust with DLA Piper (Canada) LLP*



DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 - 103rd Ave NW
Edmonton AB T5J 0K4
www.dlapiper.com

Jerritt R. Pawlyk
jerritt.pawlyk@dlapiper.com
T +1 780.429.6835
F +1 780.670.4329

June 6, 2024

FILE NUMBER: 063227-00025

DELIVERED BY EMAIL

MNP Ltd.
1300, 10235 101 Street NW
Edmonton, AB T5J 3G1

Attention: Kristin Gray

Dear Madam:

Re: Gill's Vacuum Services Ltd.
Statement of Account - Invoice No. 2289824

Further to the above matter, please find enclosed our account for professional services and costs rendered up to and including May 31, 2024, which we trust you will find satisfactory. Please remit payment of same at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
DLA Piper (Canada) LLP
Per:

A handwritten signature in black ink, appearing to read 'JRP', followed by a horizontal line.

Jerritt R. Pawlyk
Partner

JUP/cpa
Encl.



DLA Piper (Canada) LLP
Suite 2700 Stanlec Tower
10220 103 Ave NW
Edmonton, AB T5J 0K4
www.dlapiper.com
T 780.428.5330
F 780.428.1066

The Bowra Group (o/a MNP Ltd.)
10235 101st NW
Edmonton, AB T5J 3G1 Canada
Attention: Kristin Gray, CPA, CA, CIRP, LIT

Our File No: 063227-00025

The Bowra Group
Re: Gill's Vacuum Service Ltd.

Date: June 05, 2024
Invoice Number: 2289824

PROFESSIONAL SERVICES

For Professional Services rendered and/or disbursements advanced through May 31, 2024.

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
05/06/24	JUP	Emails from and to Receiver/ receipt and brief review of auction proposals	750.00	0.30	225.00
05/06/24	KNH	Review file; review and revise Addendum to Property Listing Agreement; Interoffice communication with Jerritt Pawlyk	550.00	2.30	1,265.00
05/07/24	JUP	Emails from and to Receiver	750.00	0.20	150.00
05/07/24	KNH	Telephone attendance on Kristin Gray; review issues, re: auction approval; interoffice communication with Jerritt Pawlyk; revise auction agreement	550.00	0.90	495.00
05/08/24	KNH	Interoffice communication, re: drafting Application	550.00	0.40	220.00
05/09/24	KNH	Email exchange with Kristin Gray; interoffice communication with Jerritt Pawlyk	550.00	0.30	165.00
05/10/24	KNH	Review and revise draft First Report of the Receiver; draft Application materials	550.00	1.90	1,045.00
05/13/24	JUP	Review revise and finalize application material/ service letters	750.00	0.80	600.00
05/13/24	KNH	Review file, re: Report, Affidavit of John Herman; draft Application, Order, re: Sale Approval and Vesting; Order, re: Restricted Court Access; Interoffice	550.00	4.70	2,585.00



Matter: 063227-00025
 Invoice: 2289824
 Page : 2

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
		communication with Jerritt Pawlyk; Instructions, re: service and filing			
05/14/24	KNH	Review issue, re: filing rejection	550.00	0.10	55.00
05/21/24	JUP	Meeting re application	750.00	0.30	225.00
05/21/24	KNH	Preparation for and attendance at May 21, 2024, Chambers; Interoffice Instructions, re: orders	550.00	2.00	1,100.00
05/22/24	JUP	Emails re order	750.00	0.20	150.00
05/28/24	KNH	Email exchange with Kristln Gray; Interoffice instructions, re: service and filing	550.00	0.40	220.00

Total Hours and Fees:

14.80 \$8,500.00

PROFESSIONAL SERVICES SUMMARY

<u>Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Jerritt R. Pawlyk	750.00	1.80	1,350.00
Kevin Hoy	550.00	13.00	7,150.00

Total Fees:

\$8,500.00

DISBURSEMENT SUMMARY

Disbursements

Non-Taxable Disbursements

<u>Description</u>	<u>Amount</u>
Filing Fees - Non Taxable	\$80.00
Non-Taxable Disbursements:	\$80.00

BILL SUMMARY

Our Fees:	\$	8,500.00
Courtesy Discount:	\$	(1,275.00)
Total Fees:	\$	7,225.00
Total Disbursements:	\$	80.00
Total GST:	\$	361.25

REG # 110 152 824



Matter: 063227-00025
Invoice: 2289824
Page : 3

Total Current Invoice Due: CAD \$ 7,666.25

This is our account.

DLA Piper (Canada) LLP

Per:

DocuSigned by:

A handwritten signature in black ink, appearing to read 'Jerrett R. Pawlyk'.

Jerrett R. Pawlyk

US 2,199.85 + tax

\$5,466.42

Gills (Rec)
Legal Fee
-K

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.



DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
10220 - 103rd Ave NW
Edmonton AB T5J 0K4
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T +1 780.429.6835
F +1 780.670.4329

November 13, 2024

FILE NUMBER: 063227-00025

DELIVERED BY EMAIL

MNP Ltd.
1300, 10235 101 Street NW
Edmonton, AB T5J 3G1

Attention: Kristin Gray

Dear Madam:

**Re: Gill's Vacuum Services Ltd.
Statement of Account - Invoice No. 2329292**

Further to the above matter, please find enclosed our account for professional services and costs rendered up to and including October 31, 2024, which we trust you will find satisfactory. Please remit payment of same at your earliest convenience.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
DLA Piper (Canada) LLP
Per:

A handwritten signature in black ink, appearing to read 'J. Pawlyk', written over a horizontal line.

Jerritt R. Pawlyk
Partner

JUP/cpa
Encl.



DLA Piper (Canada) LLP
 Suite 2700 Stantec Tower
 10220 103 Ave NW
 Edmonton, AB T5J 0K4
 www.dlapiper.com
 T 780.426.5330
 F 780.428.1066

The Bowra Group (o/a MNP Ltd.)
 10235 101st NW
 Edmonton, AB T5J 3G1 Canada
 Attention: Kristin Gray, CPA, CA, CIRP, LIT

Our File No: 063227-00025

The Bowra Group
 Re: Gill's Vacuum Service Ltd.

Date: November 12, 2024
 Invoice Number: 2329292

PROFESSIONAL SERVICES

For Professional Services rendered and/or disbursements advanced through October 31, 2024.

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
06/03/24	KNH	Communication from ABKB clerk, re: sealed materials; interoffice communication, re: confidential appendices and sealing	550.00	0.30	165.00
06/03/24	KNH	Communication with KB clerk, re: confidential appendices	550.00	0.20	110.00
07/10/24	JUP	Email from realtor/ email to client	750.00	0.20	150.00
07/16/24	JUP	Emails from and to purchaser's counsel/instructions re preparation of order re discharge of caveat	750.00	0.30	225.00
08/07/24	JUP	Emails from and to client	750.00	0.20	150.00
08/08/24	JUP	Emails from and to auction house	750.00	0.20	150.00
08/14/24	JUP	Emails from and to client	750.00	0.20	150.00
08/14/24	KNH	Review issues, re: auction agreement termination; email exchange with Kristin Gray	550.00	0.50	275.00
08/28/24	KNH	Email exchange with Steven Bartlott	550.00	0.20	110.00
08/28/24	JUP	Emails from and to client	750.00	0.10	75.00
10/08/24	JUP	Emails from and to client re auction results	750.00	0.20	150.00
10/09/24	JUP	Emails re auction process	750.00	0.20	150.00



Matter: 063227-00025
 Invoice: 2329292
 Page : 2

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
10/09/24	JUP	Emails from Receiver	750.00	0.20	150.00
10/09/24	KNH	Email exchange with Kristin Gray; email exchange with Jerritt Pawlyk; telephone attendance on Kristin Gray	550.00	0.40	220.00
10/10/24	JUP	Emails from and to Receiver	750.00	0.20	150.00
10/10/24	KNH	Email exchanges with Kristin Gray; interoffice communication with Jerritt Pawlyk	550.00	0.40	220.00
10/15/24	JUP	Emails from and to client	750.00	0.20	150.00
10/15/24	KNH	Email exchange with Louise Riives; email to Danielle Rowand; email exchange with Kristin Gray; instructions, re; agreement	550.00	0.60	330.00
10/15/24	SPF	Correspondence with K. Hoy re: property purchase agreements; Drafting form of purchase agreement for sale of properties;	425.00	0.90	382.50
10/16/24	KNH	Email exchange with Steven Bartlott and Kristin Gray; email to Mike Broth	550.00	0.30	165.00
10/18/24	KNH	Draft and revise purchase and sale agreements; email exchanges with Kristin Gray; email to Danielle Rowand; email to Mike Borth; email exchange with Louise Riives	550.00	1.80	990.00
10/18/24	SPF	Continued drafting purchase agreement; Call with K. Hoy re: comments on same; Revising purchase agreement delivering same to K. Hoy; Further correspondence with K. Hoy re: purchase agreement.	425.00	1.40	595.00
10/21/24	KNH	Telephone attendance on Herb Procknow	550.00	0.10	55.00
10/22/24	KNH	Email exchange with Kristin Gray	550.00	0.10	55.00
10/24/24	KNH	Email exchange with Mike Borth; email to Kristin Gray	550.00	0.30	165.00
10/28/24	KNH	Email exchanges with Kristin Gray	550.00	0.20	110.00
10/28/24	SPF	Drafting purchaser GST certificate and delivering to K. Hoy per request;	425.00	0.20	85.00
10/31/24	KNH	Email exchange with Danielle Rowand	550.00	0.20	110.00
Total Hours and Fees:				10.30	\$5,792.50



Matter: 063227-00025
Invoice: 2329292
Page : 3

PROFESSIONAL SERVICES SUMMARY

<u>Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Jerritt R. Pawlyk	750.00	2.20	1,650.00
Kevin Hoy	550.00	5.60	3,080.00
Sean Frederick	425.00	2.50	1,062.50

Total Fees:			\$5,792.50
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DISBURSEMENT SUMMARY

Disbursements

Non-Taxable Disbursements

<u>Description</u>	<u>Amount</u>
Land Title Office Charges - Non Taxable	\$60.00
Land Title Registration Fee - Non Taxable	\$10.00
Non-Taxable Disbursements:	\$70.00

Taxable Disbursements

<u>Description</u>	
Courier	\$12.00
Taxable Disbursements:	\$12.00

BILL SUMMARY

	Total Fees:	\$	5,792.50
	Total Disbursements:	\$	82.00
REG # 110 152 824	Total GST:	\$	290.23
	Total Current Invoice Due:	CAD \$	6,164.73

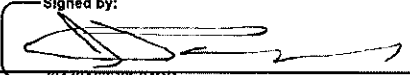


Matter: 063227-00025
Invoice: 2329292
Page : 4

This is our account.

DLA Piper (Canada) LLP

Per:

Signed by:

Jerrett R. Pawlyk

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.



Client Bill Payment Options

Please reference invoice number(s), matter number and/or lawyer name on all payments.

Mail cheque payments to: DLA Piper Canada LLP
Suite 2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Interac e-Transfer payments to: dlapiperpayments.canada@dlapiper.com

Credit Card online payments: <https://payments.dlapiper.ca>

Credit Card by phone: 604.643.2955
416.365.3418
1.833.299.9022 (toll free)

Credit Card by email: creditdept.canada@dlapiper.com

Payment by Wire/EFT: email remittance advice to transfers.canada@dlapiper.com

CANADIAN \$	
Bank Name:	CIBC
Bank Address:	400 Burrard Street Vancouver, BC V6C 3A6 Canada
Account Name:	DLA Piper (Canada) LLP
Account Number:	2901315
Transit Number:	00010
Institution Number:	010
SWIFT Number:	CIBCCATT
ABA Number:	026009593

US \$	
Bank Name:	CIBC
Bank Address:	400 Burrard Street Vancouver, BC V6C 3A6 Canada
Account Name:	DLA Piper (Canada) LLP
Account Number:	0368016
Transit Number:	00010
Institution Number:	010
SWIFT Number:	CIBCCATT
Intermediary Bank:	Wells Fargo Bank, N.A., New York
Intermediary Bank Swift:	PNBPUS3NNYC
ABA Number:	026005092

* Please prepay all service charges so the amount received by DLA Piper (Canada) LLP is correct.
CAN: 40572413.1



DLA Piper (Canada) LLP
Suite 2700, Stantec Tower
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Jerritt R. Pawlyk
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T +1 780.429.6835
F +1 780.670.4329

December 4, 2024

FILE NUMBER: 063227-00025

DELIVERED BY EMAIL

MNP Ltd.
1300, 10235 101 Street NW
Edmonton, AB T5J 3G1

Attention: Kristin Gray

Dear Madam:

**Re: Gill's Vacuum Services Ltd.
Statement of Account - Invoice No. 2335963**

Further to the above matter, please find enclosed our account for professional services and costs rendered up to and including November 30, 2024, which we trust you will find satisfactory. Please note that trust funds have been applied to this account and as such, no further amount is owing.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
DLA Piper (Canada) LLP
Per:

A handwritten signature in black ink, appearing to read 'J. Pawlyk', with a horizontal line extending to the right.

Jerritt R. Pawlyk
Partner

JUP/cpa
Encl.



DLA Piper (Canada) LLP
 Suite 2700 Stantec Tower
 10220 103 Ave NW
 Edmonton, AB T5J 0K4
 www.dlapiper.com
 T 780.426.5330
 F 780.428.1066

The Bowra Group (o/a MNP Ltd.)
 10235 101st NW
 Edmonton, AB T5J 3G1 Canada
 Attention: Kristin Gray, CPA, CA, CIRP, LIT

Our File No: 063227-00025

The Bowra Group
 Re: Gill's Vacuum Service Ltd.

Date: December 03, 2024
 Invoice Number: 2335963

PROFESSIONAL SERVICES

For Professional Services rendered and/or disbursements advanced through November 30, 2024.

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
05/09/24	JK7759	Meeting with K. Hoy, getting caught up with the file; drafting sealing order for first report of receiver.	300.00	1.40	420.00
05/10/24	JK7759	Preparing a sealing order and bench brief for sealing order for K. Hoy.	300.00	2.90	870.00
11/05/24	KNH	Email exchanges with Danielle Rowand and Karen Branter; review issues, re: conveyancing	550.00	0.50	275.00
11/06/24	KNH	Email exchange with Mike Borth	550.00	0.20	110.00
11/12/24	JUP	Emails from and to Receiver	750.00	0.20	150.00
11/13/24	KNH	Revise real estate closing documents; interoffice email exchanges	550.00	0.80	440.00
11/14/24	KNH	Email exchanges with Mike Borth and Danielle Rowand; telephone attendance on Steven Barlott; interoffice instructions	550.00	0.60	330.00
11/15/24	KNH	Email exchange with Danielle Rowand; email to Kristin Gray	550.00	0.30	165.00
11/20/24	JUP	Emails re municipal tax issue	750.00	0.30	225.00
11/20/24	KNH	Correspondence from Mike Borth; telephone attendance on Mike Borth; email exchange with Jerritt Pawlyk; email to Kristin Gray	550.00	0.70	385.00



Matter: 063227-00025
 Invoice: 2335963
 Page : 2

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
11/21/24	KNH	Telephone attendance on Kristin Gray	550.00	0.20	110.00
11/22/24	JUP	Emails re further closings and commission	750.00	0.30	225.00
11/26/24	SPF	Attending to property sale closing matters with K. Hoy;	425.00	0.20	85.00
Total Hours and Fees:				8.60	\$3,790.00

PROFESSIONAL SERVICES SUMMARY

<u>Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Jerritt R. Pawlyk	750.00	0.80	600.00
Kevin Hoy	550.00	3.30	1,815.00
Sean Frederick	425.00	0.20	85.00
Jonathan Kraft	300.00	4.30	1,290.00
Total Fees:			\$3,790.00

DISBURSEMENT SUMMARY

Disbursements

Non-Taxable Disbursements

<u>Description</u>	<u>Amount</u>
Wiring Charges	\$10.00
Non-Taxable Disbursements:	\$10.00

BILL SUMMARY

	Total Fees:	\$	3,790.00
	Total Disbursements:	\$	10.00
REG # 110 152 824	Total GST:	\$	189.50
	Trust Retainer to be Applied:	\$	(3,989.50)
	Total Current Invoice Due:	CAD \$	0.00

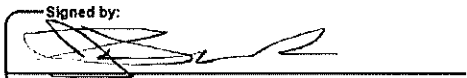


Matter: 063227-00025
Invoice: 2335963
Page : 3

This is our account.

DLA Piper (Canada) LLP

Per:

Signed by:

Jemir R. Pawlyk

Please note that this account is payable on receipt. If not paid within 30 days from the invoice date, interest at the rate of prime plus 2% per annum will be charged from the invoice date.