COURT FILE NUMBER	2401-06383
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	CANADIAN WESTERN BANK
RESPONDENTS	ROCKY MOUNTAIN ALBERTA PARTNERS LTD.
DOCUMENT	FIRST REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT APPOINTED RECEIVER AND MANAGER OF ROCKY MOUNTAIN ALBERTA PARTNERS LTD.

JUDICIAL CENTRE OF CALGARY
FILED DIGITALLY
2401 06383
Jun 26, 2026
2:31 PM
CLERK OF THE COURT

June 26, 2026

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

RECEIVER
FTI Consulting Canada Inc.
Suite 1610 520 Fifth Avenue S.W.
Calgary, AB T2P 3R7
Deryck Helkaa
Telephone: (403) 454-6031
Fax: (403) 232-6116
E-mail: deryck.helkaa@fticonsulting.com

COUNSEL
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Sean Collins / Pantelis Kyriakakis
Telephone: (403) 260-3531 /(403) 260-3536
Fax: (403) 260-0332
E-mail: scollins@mccarthy.ca
E-mail: pkyriakakis@mccarthy.ca

FIRST REPORT OF THE RECEIVER

Table of Contents

INTRODUCTION

1. On August 21, 2024 (the "**Appointment Date**"), FTI Consulting Canada Inc. was appointed as receiver and manager (the "**Receiver**") of all the assets, undertakings and properties (the "**Property**" or "**Business**") of Rocky Mountain Partners Ltd. ("**RMAP**" or the "**Company**") pursuant to an Order of the Honourable Justice J. Simard (the "**Receivership Order**").

2. The Property includes real property, being a commercial office building located at 615 Macleod Trail SE, Calgary, AB which operates under the name of Rocky Mountain Alberta Plaza (the "**Building**"). Prior to the Appointment Date, the Company's principal business was to operate the Building.

3. The Receivership Order authorized the Receiver to, among other things, manage, operate, and carry on the Business, to market the Property including advertising and soliciting offers to purchase the Property, and to make such arrangements or agreements as deemed necessary by the Receiver.

4. Concurrent with this first report of the Receiver (the "**First Report**"), the Receiver filed an Application returnable on July 9, 2026 (the "**July 9 Application**"), seeking the following relief:

    a. approving the actions, conduct and activities of the Receiver since the Appointment Date, (including termination of the purchase and sale agreement dated December 27, 2024 (the "**Purchase Agreement**"), between the Receiver and 2663019 Alberta Ltd (the "**Prospective Purchaser**")) including the receipts and disbursements set out in this First Report;

    b. an order (the "**SISP Order**") authorizing the Receiver to implement the proposed Sale and Investment Solicitation Process (the "**SISP**") in respect of the Property; and

c. an order increasing the principal amount of the Receiver's Borrowings Charge from $500,000 to $1,000,000.

5. The purpose of this First Report is to provide this Court with information with respect to the following:

a. the Receiver's activities since the Appointment Date;

b. a summary of the initial marketing process undertaken by the Receiver and its real estate agent Avison Young Commercial Real Estate Services, LP ("**Avison Young**") which resulted in the Purchase Agreement;

c. a summary of the Receiver's effort to close the Purchase Agreement;

d. the termination of the Purchase Agreement and relaunch of the Marketing Process, as more fully described in the proposed SISP below;

e. a summary of the Receiver's interim statement of cash receipts and disbursements ("**R&D**");

f. the Receiver's request to increase the Receiver's Borrowings Charge; and

g. the Receiver's conclusions and recommendations.

6. This Receivership Order and other publicly available information in respect of these proceedings are posted on the Receiver's website at http://cfcanada.fticonsulting.com/RMAP/.

TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has relied upon unaudited financial information, other information available to the Receiver and, where appropriate, the Company's books and records and discussions with various parties (collectively, the "**Information**").

8. Except as described in this First Report:

    a. the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and

    b. the Receiver has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

9. Future oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecast and such variations may be material.

10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

BACKGROUND

11. The Company is a corporation pursuant to the laws of Alberta whose primary function is operating as the owner, developer, and landlord of the Building.

12. The Building is a 15 storey office building located on the corner of Macleod Trail and 7th Avenue Southeast Calgary, Alberta.

13. Prior to the Appointment Date, the Company had intended to convert the Building from its current use as an office building into residential space.

14. The Company does not have any employees, as all operations with respect to the Building are handled by Group Three Management Inc ("**Group Three**" or the "**Property Manager**"). The Property Manager was responsible for all daily interactions with tenants, managing the operations of the Building, and maintaining the financial records with respect to the Building.

15. The Company was indebted to NBC as at June 21, 2024 in the amount of $19.6 million (the "**NBC Indebtedness**"). The NBC Indebtedness is secured, among others, by the following:

a. a general security agreement executed on October 22, 2018 in favour of NBC;

b. a mortgage dated October 22, 2018 made under the *Land Titles Act* and registered with Land Titles for the Alberta Land Registration District as instrument NO. 181 257 185 charging the lands on which the Building is located and defined as Plan 4LK, Block 41 Plan 41 and 42 (the "**Lands**");

c. a general assignment of rents and leases executed October 22, 2018 and registered by Caveat in the Alberta Land Titles Office by which the Company assigned all rents due or accruing from the Lands; and

d. a hypothecation of bank balances dated November 25, 2019. (Collectively, the "**Security Agreements**")

16. In addition to the NBC Indebtedness, Dundeal Summer 2011 Collection (GP) Inc. ("**Dundeal**") had a mortgage in the principal amount of $3.8 million registered against the Lands but subordinate to the NBC Security Agreements.

17. The Company had unsecured trade payables of approximately $1.0 million at the Appointment Date.

RECEIVER'S ACTIVITIES

18. Since the Appointment Date, the Receiver's activities have included, among other things, the following:

    a. holding an initial meeting with the Property Manager to inform them of the granting of the Receivership Order, including discussing the current operations of the Building, and confirming that, based on the Property Manager's familiarity with the Building and upon a review of its property management agreement, the Receiver intended to continue with the existing property management relationship between the Company and the Property Manager;

    b. attending the Building on or around September 6, 2024, with the Property Manager, to tour the entirety of the Building, including the exterior and mechanicals rooms to understand the current state of the Building;

    c. reviewing the property management agreement, which governs the Company's relationship with the Property Manager and concluding to continue with the existing relationship with the Property Manager;

    d. opening a bank account for the purpose of collecting rent from tenants and making all operational disbursements associated with the operations of Building;

e. engaging Pryco Global Inc. (“**Pryco**”) to complete a building condition assessment (the “**BCA**”) which would provide a third party’s analysis of the current status of the Building;

f. retaining McCarthy Tetrault LLP to act as independent legal counsel to the Receiver;

g. attending to insurance matters, including correspondence with the Company’s insurance broker regarding property and liability insurance coverage for the Building, ensuring the Receiver is the named insured on the insurance policy, and arranging for the renewal of the existing insurance policy;

h. providing periodic updates to NBC in its capacity as secured lender to the Company;

i. arranging for the issuance of Receiver’s Certificates in respect of Receiver’s borrowings provided by NBC;

j. attending to various statutory notices and other duties of the Receiver pursuant to the Receivership Order, the *Bankruptcy and Insolvency Act* (“**BIA**”) and other applicable statues;

k. engaging Avison Young to act as listing agent to market the Building for sale an responding to various offers and inquiries in respect of the marketing efforts;

l. carrying out an initial sales and marketing process, which resulted in the negotiation and execution of the Purchase Agreement;

m. managing operational, repair and maintenance matters of the Building;

n. maintaining existing tenants in the Building and exploring new revenue by renting parking stalls to employee of existing tenants;

o. exploring options to close, amend or terminate the Purchase Agreement with the Prospective Purchase as discussed in further detail below;

p. communicating with existing tenants about moving options;

q. communicating with the City of Calgary regarding the outstanding property taxes and the municipality's ability to taken action on the outstanding property taxes; and

r. preparing this First Report.

BUILDING OPERATIONS

19. The Receiver has continued to engage the existing Property Manager to handle day to day operations of the Building, including interactions with tenants, attending to daily operating tasks associated with a commercial office building and attending to any building maintenance and repairs that have arisen since the Appointment Date.

20. The Receiver, through the cash held in its Receiver's bank account, makes all operational payments with respect to the Building as well as collects monthly rent from the tenants.

21. At the Appointment Date, the Building had an vacancy rate of 84% with the following three tenants:

a. The United States of America (the "**US Government**"), which occupies certain premises on the first and 10th floors of the Building (the "**US Consular Premises**") for use as a consular premises (the "**US Consulate**");

b. TDL Group Corp, which operates a Tim Hortons franchise on the ground level of the building ("**Tim Hortons**"); and

c. 1489901 Alberta Ltd., which operates a restaurant on the ground level of the Building ("**Stone Bowl**").

22. The US Consulate's lease is a for a 5-year term that expires in June 2029. The Tim Hortons lease is a 5-year term that expires in July of 2028. The Stone Bowl lease is on a month to month basis.

23. The Building currently generates approximately $75,000 per month in rent from its tenants and has reoccurring operating costs in excess of $100,000 per month. Prior to the commencement of these Receivership Proceedings, the Company was attempting to pursue a residential conversion which would require the Building to be vacant, hence the high vacancy rate.

SUMMARY OF INITIAL MARKETING PROCESS

24. Upon the commencement of these Receivership Proceedings, the Receiver solicited competing proposals from 5 (five) real estate agents to act as listing agent for the Building. The Receiver was presented with 4 (four) listing agent proposals (the "**Listing Proposals**"), with one real estate agent opting not to participate.

25. In evaluating the Listing Proposals, the Receiver sought clarification from the real estate agents to understand the variances in timing, marketing process and recommended listing price.

26. After a review of the Listing Proposals, the Receiver, in consultation with NBC, selected Avison Young to act as the exclusive listing agent. The Receiver's decision to engage Avison Young was based on:

a. Avison Young's extensive experience as listing agent for commercial properties located in Calgary, Alberta and specifically properties which have been identified as having potential for residential conversion;

b. the commission structure was competitive with the other proposals received;

c. the proposed listing timeline being reasonable, based on consideration for the time required by potential purchasers to complete the necessary due diligence prior submitting an offer and closing a transaction; and

d. the proposed listing price.

27. The Receiver entered into an exclusive sale listing agreement with Avison Young on October 9, 2024 (the "**Listing Agreement**"). Subsequent to entering into the Listing Agreement, the Receiver, consulted with Avison Young in regards to its intended marketing process timeline and listing price. In these conversations, it was concluded that:

a. the highest and best use for the Building was likely a residential conversion or owner/user occupancy;

b. the parties who had the willingness and ability to complete a residential conversion were known to Avison Young and would be able to act quickly to assess their interest in the Building and complete any necessary due diligence; and

c. the listing price would be set to reflect the most recent comparable residential conversation building purchase transactions.

28. On or around October 15, 2024, Avison Young listed the Building for sale with a listing price of $18,525,000.

29. The marketing campaign (the "**Marketing Process**") undertaken by Avison Young included, among other things, the following:

a. preparing a virtual data room containing information with respect to the Building, the Marketing Process and residential conversion potential for the Building;

b. preparing marketing materials (the "**Marketing Materials**") for the Building, including:

i. a confidentiality agreement ("**CA**") which each interested party was required to execute before being granted access to the virtual data room or scheduling a tour of the Building; and

ii. a marketing brochure which contained publicly available information with respect to the Building.

c. sending the Marketing Materials to 677 potential investors and brokers; and

d. in addition to sending the Marketing Materials to its listing of potentially interested parties, Avison Young reached out and had detailed conversations with 19 active purchasers looking to buy office property in downtown Calgary with the ability to either complete a conversion of the Building into a residential property or looking to own and occupy an office building.

30. Following the launch of the initial Marketing Process, Avison Young, in consultation with the Receiver, and based on interest received in the Marketing Process to that point, determined that to capitalize on the current interest in the Building, they would set a bid deadline of November 14, 2024 (the "**Bid Deadline**"). The Bid Deadline was set in an attempt to drive bids at a common date with the parties who had expressed interest in the Property.

31. Prior to the Bid Deadline, Avison Young had received the following interest in the Building:

a. 276 parties engaged with the Marketing Material and sought further information;

b. 19 parties had expressed further interest in the Building and spoke with Avison Young to discuss the Marketing Process;

c. 9 (nine) parties had executed the CA. These parties included: (i) one owner/user, (ii) six parties interested in completing a conversion of the Building to residential use and (iii) two office investors; and

d. 4 (four) separate groups toured the property and a four other interested parties did not need to tour the building or sign a CA because they were previously aware of the opportunity and familiar with the Building.

32. At the Bid Deadline of November 14, 2024, three offers were received (the "**Initial Offers**"). The below table summarizes certain non-sensitive terms of the Initial Offers:

	Initial Offer #1	Initial Offer #2	Initial Offer #3
Deposit (%)	0.4%	5.0%	10.0%
Purchaser's Conditions	No assumption of existing leases, Financing Condition on or before November 28, 2024	Due Diligence Condition 15 days following the Acceptance date.	Exclude assumption of the US Consulate Lease, Standard offer template conditions
Closing Date	(a) the Business Day following the day Court Approval is obtained; or (b) on such other Business Day as the Parties may agree in writing.	(a) the Business Day following the day Court Approval is obtained; or (b) on such other Business Day as the Parties may agree in writing.	(a) the Business Day following the day Court Approval is obtained; or (b) on such other Business Day as the Parties may agree in writing.

33. After a review of the Initial Offers, the Receiver, in consultation with Avison Young, extended the Marketing Process by approximately three weeks to December 3, 2024 (the "**Final Bid Deadline**"). At the Final Bid Deadline parties were asked to submit "best and final offers," to prioritize the removal of all conditions and were advised that deposits should be at a minimum, 10% of the purchase price.

34. It was the view of Avison Young and the Receiver, that extending the Marketing Process provided parties who submitted initial offers with conditions with sufficient time to satisfy their conditions and submit new offers at the Final Bid Deadline which were only subject to Court approval. Further, if a party was unable to clear their conditions within the time period they set out in their offer, it would be unlikely that any further extensions of the Marketing Process would result in these conditions being removed.

35. Avison Young advised the parties who submitted the Initial Offers that the Marketing Process was being extended and of the Final Bid Deadline. Avison Young also provided advice to the other parties who had been participating in the Marketing Process that they should still submit their offers of interest prior to the Final Bid Deadline.

36. At the Final Bid Deadline, three offers (the "**Final Offers**") were received. The Final Offers were from the same parties who submitted offers at the Bid Deadline. Further, the Receiver was advised by Avison Young that all of the Final Offers were submitted by parties seeking to complete a residential conversion of the Building.

37. After consultation with NBC, the Receiver proceed to finalize the Purchase Agreement with the Prospective Purchaser as it was considered the best overall bid for the Building and Purchase Agreement was entered into on December 2, 2024.

38. The Purchase Agreement includes the following key terms which are not commercially sensitive:

   a. a deposit (the "**Deposit**") equal to 10% of the total purchase price (the "**Purchase Price**"), to be paid upon the execution of the Purchase Agreement and held in trust by the Receiver;

   b. the Tim Hortons Lease and Stone Bowl Lease were the only permitted leases;

c. non-permitted encumbrances which include, among others, the US Consulate Lease (the "**Non-Permitted Encumbrance Condition**");

d. conditional upon the approval of this Court; and

e. closing to occur no later than 30 days after the Purchase Agreement is approved by this Court.

39. The Prospective Purchaser paid the Deposit, to the Receiver, on or around January 8, 2025.

40. The Receiver initially booked a court date, for an application to approve the Purchase Agreement, and the sale of the Building, for February 18, 2025 (the "**Initial SAVO Date**").

PURCHASE AGREEMENT

41. By way of background, all parties who submitted Final Offers had the intention of completing a residential conversion with respect to the Building and required the Building vacant (excluded the retail on the main levels). Accordingly, the Purchase Agreement set out the US Consulate Lease as a Non-Permitted Encumbrance. As noted above, the US Consulate Lease will expire on June 30, 2029.

42. The Non-Permitted Encumbrance Condition was required, as the Prospective Purchaser intended to complete a residential conversion of the Building. Since the execution of the Purchase Agreement, the Receiver worked with the US Consulate to better understand the proposed exit date of the Building. Based on preliminary conversations with the US Consulate and its representatives, the Receiver understood that the US Consulate intended to exit the Building by early to mid 2025.

43. The Receiver's efforts to satisfy the Non-Permitted Encumbrance Condition continued throughout 2025 and into early 2026, and included discussions to either satisfy the Non-

Permitted Encumbrance Condition, or to assist the US Consulate and the Prospective Purchaser to come to an agreement regarding the US Consulate's exit from the Building.

44. A summary of the efforts to satisfy the Non-Permitted Encumbrances Condition included:

a. In January 2025, the Receiver advised the US Consulate that it intended to schedule a court application to approve the Purchase Agreement and noted the Non-Permitted Encumbrances Condition due to the requirement to provide vacant possession to the Prospective Purchaser given the intention to convert the Building to residential use;

b. The US Consulate advised the Receiver that it could not provide a firm timeline by which they would be able to vacate the Building given the considerable planning and security required at a new premises;

c. To accommodate the US Consulate's need to internally discuss their timeline to vacate the Building and move to the new location, the Receiver adjourned the court approval application to March 20, 2025 (the "**First Adjourned SAVO Date**");

d. On February 20, 2025, the Receiver followed up with the US Consulate; the US Consulate advised that they were preparing a response through their legal counsel and on February 21, 2025, the US Consulate further confirmed that they intended to use commercially reasonable efforts to vacate the US Consular Premises, within 18 to 24 months (targeted exit date of late 2026 or early 2027).

e. The Receiver continued to follow up, with the US Consulate, throughout March and April 2025; and

f. On April 30, 2025, the US Consulate's Canadian counsel confirmed, to the Receiver, that the US Consulate was finalizing a new lease at an alternative location, but was unable to provide further details, including, but not limited to, a timeline for the US Consulate's exit from the Building.

45. As a result of the inability of the US Consulate to provide a firm timeline on vacating the Building, the Receiver again adjourned the First Adjourned SAVO Date (the "**Second Adjournment**").

46. While discussions continued between the Receiver, the US Consulate, and the Prospective Purchaser, the Receiver attempted to confirm the legal status of the US Consular Premises, under the *Foreign Missions and International Organizations Act* (the "**Foreign Missions Act**"). The Receiver engaged in discussions with the Deputy Chief of Protocol, Diplomatic Corps Service, a division of Global Affairs Canada that is responsible for facilitating discussions with foreign missions and diplomatic and consular premises in Canada.

47. Pursuant to a certificate dated March 6, 2025 (the "**Certificate**"), issued by the Ministry of Foreign Affairs, and signed by the Deputy Director of the Criminal, Security and Diplomatic Law Division, the US Consular Premises was confirmed to be "consular premises" of the Consulate General of the United States of America. A copy of the Certificate is attached hereto as **Appendix "A".**

48. While continuing to contact the US Consulate, throughout the spring, summer, and fall, of 2025, with respect to the US Consulate's timeline for exiting the Building, the Receiver considered various options to complete the Purchase Agreement, including:

a. setting up meetings, between the Receiver, the US Consulate, and the Prospective Purchaser, to effect a compromise between the parties;

b. discussing, with the Prospective Purchaser, methods by which the Proposed Residential Conversion could be undertaken without the US Consulate having exited the US Consular Premises; and

c. exploring various timelines, methods, and whether the US Consulate could constitute a "permitted encumbrance".

49. In December 2025, the Receiver sent further draft materials to the US Consulate, setting out a proposed path forward, under which the Receiver would seek Court approval of the Purchase Agreement and, if approved, the US Consulate would be provided a transition period to vacate the Building (the "**December 2025 Proposal**"). The December 2025 Proposal was intended to balance the diplomatic and practical considerations associated with the US Consulate's relocation while allowing the Receiver to advance the transaction and address the Non-Permitted Encumbrance Condition.

50. The US Consulate, through their counsel, confirmed receipt of the December 2025 Proposal on December 31, 2025, and confirmed to the Receiver that the US Consulate was considering the December 2025 Proposal.

51. However, despite multiple follow-ups in early 2026, the US Consulate was unable to confirm its position or provide comments on the December 2025 Proposal.

52. The Receiver's efforts to satisfy the Non-Permitted Encumbrance Condition include:

a. email correspondence, between the Receiver's counsel and counsel to the US Consulate, throughout 2025 and early 2026;

b. meeting with the US Consulate's representatives directly;

c. facilitating meetings between the Receiver's counsel and the US Consulate's counsel;

d. meeting with representatives of the US Consulate, the US Consulate's counsel, and the Receiver's counsel; and

e. attempting to facilitate discussions between the Prospective Purchaser and the US Consulate directly.

53. However, the Receiver has been unable to obtain any mutual arrangement, between the Prospective Purchaser and the US Consulate, with respect to the US Consulate's exit from the Building to address the Non-Permitted Encumbrances Condition.

54. The Receiver has made repeated requests to the US Consulate to provide a firm move out date. Despite those efforts, the Receiver has not been provided with any corresponding timeline with the current estimate by the US Consulate to vacate in mid to late 2027.

55. As a result, the Receiver has determined that:

a. the Non-Permitted Encumbrance Condition cannot be satisfied; and

b. in the circumstances, in the Receiver's judgment, the best course of action is to:

i. terminate the Purchase Agreement and return the Deposit to the Prospective Purchaser; and

ii. as described further below, undertake new efforts to market the Property and the Building, with any offer being subject to the retention of the US Consulate's lease.

56. The Prospective Purchaser has consented to, and NBC agrees and supports, the termination of the Purchase Agreement, and the return of the Deposit.

57. The Receiver returned the Deposit to the Prospective Purchaser on June 26, 2026, together with any interest earned thereon in the Receiver's trust account.

PROPOSED RE-LAUNCH OF THE SISP

58. In contemplation of the termination of the Purchase Agreement, the Receiver has consulted Avison Young on the current market for the Building, and confirmed that it is able and willing to re-launch the SISP after court approval of same. Avison Young is very familiar with the Building and potential interested parties. As such Avison Young would be the logical advisor (in such capacity, the "**Sales Advisor**") to assist the Receiver with the re-launched SISP.

59. The SISP includes the following material terms:

a. the Receiver proposes to launch the SISP, with the re-listing of the Building by the Sale Advisor;

b. the SISP contemplates the re-listing of the Building, followed by a period during which bids will be accepted;

c. any proposed purchase of the Building must include the assumption of the US Consulate Lease as a permitted encumbrance. In the Receiver's view, this will provide certainty to all parties, including any purchaser and the US Consulate, with respect to the US Consulate Lease;

d. the SISP sets a revised listing price, for the Building of approximately $16.5 million (the "**Listing Price**"), reflecting recent comparable transactions, feedback obtained through the prior marketing process and assumption of the US Consulate Lease;

e. the SISP does not contemplate a firm bid deadline, and instead provides the Receiver with the flexibility to amend the Listing Price or timelines in the SISP, if necessary, depending on market conditions; and

f. any bid, submitted through the SISP, will be subject to Court approval.

60. Receiver notes that the Building was previously listed at $18.5 million.

61. The Receiver is of the view that the implementation of the SISP is appropriate in the circumstances, as:

a. the SISP provides a fair and transparent process for the marketing and sale of the Building, and allows all potential bidders equal access to express their interest in making an offer for the Property;

b. the Property presents unique realization challenges arising from the US Consulate's continued occupancy of the Building. In the Receiver's view, the proposed SISP provides the most appropriate path forward as it allows the Property to be re-marketed subject to the US Consulate's lease, permits bidders to submit offers that account for the US Consulate's leasehold interest, and preserves the Receiver's ability to seek further advice and directions from this Honourable Court if additional relief is required to maximize realization;

c. the SISP was developed in consultation with the Sale Advisor; and

d. NBC is supportive of the SISP.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

62. Receipts and Disbursements from the Appointment Date to June 26, 2026, are summarized as follows:

R&D For the period of August 21, 2024 to June 26, 2026 $000s		
Receipts		
Transfer from pre-Receivership Account	$	122
Rental Income		1,591
Receiver Borrowings		500
Bank Fees and Interest		49
PSA Deposit		1,250
Total Receipts		**3,511**
Disbursements		
Utilities		(833)
Operating Expenses		(738)
Property Manager Fees		(257)
Property and Liability Insurance		(152)
GST		(12)
Receiver's Fees and Expenses		(99)
Legal Fees and Expenses		(64)
Receiver Borrowings Fees and Interest		(30)
Return of PSA Deposit including Interest		(1,294)
Total Disbursements		**(3,479)**
Net Cash on Hand	**$**	**32**

a. Transfer of funds held in the Property Manager's pre-receivership bank account to the Receiver's trust account;

b. Rental Income are rent amounts collected from tenants;

c. Receiver's Borrowings are amounts borrowed since the Appointment Date;

d. Bank Fees and Interest include interest collected on amounts held in the Receiver's trust account and payment of miscellaneous bank fees;

e. Deposit received from the Prospective Purchaser on January 8, 2025, held separately in the Receiver's trust account;

f. Utilities include amounts paid for power, water and telecommunications;

g. Operating Expenses include amounts paid for the BCA, security guards and general building maintenance and repairs;

h. Property Manager Fees are amounts paid to the Property Manager for its services in managing the Building;

i. Property and Liability Insurance are insurance costs for general commercial and property liability insurance coverage for the Building;

j. GST includes amounts collected and paid related to goods and services taxes;

k. Receiver's Fees and Expenses are amounts paid to the Receiver for services provided; and

l. Deposit returned to the Prospective Purchaser on June 26, 2026, including any interest earned thereon in the Receiver's trust account.

63. As at June 26, 2026, the Receiver is holding approximately $32,000 in cash on hand.

RECEIVER'S BORROWINGS CHARGE

64. The Receivership Order authorized the Receiver to borrow such monies as it deems necessary or desirable from NBC, provided that the outstanding principal amount does not exceed $500,000. The borrowings advanced by NBC is secured by the Receiver's Borrowings Charge.

65. As of the date of this Report, the Receiver has borrowed the full amount authorized under the Receiver's Borrowings Charge of $500,000. These funds have been used to, among other things:

a. fund operating shortfalls associated with the Building, which is generating insufficient rental income to cover ongoing expenses;

b. pay critical operating costs including security, utilities, insurance, and property management fees; and

c. fund professional fees and costs associated with the marketing process and administration of the estate.

66. The Building is currently operating at a monthly cash flow deficit and the Receiver has been unable to pay the regular costs and maintenance for the Building, without the use of the Receiver's Borrowings. As a result, the Receiver is seeking an increase in the permitted borrowings by $500,000 from the current amount authorized of $500,000 to $1,000,000.

67. Further, to realize on the Company's Property, the Receiver requires additional funds to pay any costs associated with the SISP, if approved, and complete any resulting transaction.

68. The Receiver's comments with respect to its request to increase the Receiver's Borrowings Charge are as follows:

a. the increase will ensure the Receiver is able to meet critical payments, including outstanding and estimated professional fees required to administer the Receivership Proceedings and relaunch the marketing process; and

b. the proposed increase has been shared with NBC, and it has confirmed its willingness to increase the maximum amount of funding available to the Receiver to $1,000,000, subject to the approval of this Honourable Court.

RECEIVER'S NEXT STEPS

69. Following the termination of the Purchase Agreement, the Receiver intends to relaunch the marketing process, by way of the SISP, with the assistance of the Sales Advisor.

RECEIVER'S CONCLUSION AND RECOMMENDATION

70. Based on the foregoing, the Receiver respectfully recommends this Court grants the following relief:

a. approve the Receiver's actions, conduct and activities since the Appointment Date (including the termination of the Purchase Agreement);

b. increase the principal amount of the Receiver's Borrowings and the Receiver's Borrowings Charge; and

c. approve the SISP.

*****

All of which is respectfully submitted this 26th day of June 2026.

FTI Consulting Canada Inc.,
in its capacity as receiver and manager of
Rocky Mountain Alberta Partners Ltd.
and not in its personal or corporate capacity

Deryck Helkaa CA, CPA, CIRP, LIT
Senior Managing Director

APPENDIX "A"

CERTIFICATE, DATED MARCH 6, 2025

March 6, 2025
Ottawa, Ontario

CERTIFICATE

Re: ***Canadian Western Bank v. Rockey Mountain Alberta Partners Ltd.***
Court File No. 2401 06383

In accordance with the authority that has been delegated to me by the Minister of Foreign Affairs and pursuant to subsection 11(e) of the *Foreign Missions and International Organizations Act*, I hereby certify that:

The property located at:

- 615 MacLeod Trail S.E., Suite 1000, Calgary, Alberta

is considered the consular premises of the Consulate General of the United States of America and enjoys privileges and immunities under the *Foreign Missions and International Organizations Act*.

Should any changes to the consular premises of the United States of America become known to the Department of Foreign Affairs, Trade and Development, a new certificate will be issued reflecting the update.

Mélanie Bejzyk
Deputy Director
Criminal, Security and
Diplomatic Law Division

Canada