

COM May 2, 2024

B201-996918

Form 49
Rule 13.19

COURT FILE NO. 25-2996918, 25-2997457, 25-2997541

COURT COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3, AS AMENDED



NB
C40537

AND IN THE MATTER OF THE BANKRUPTCY OF NOMODIC
MODULAR STRUCTURES INC., AITHRA PROJECTS INC. AND
NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

DOCUMENT **AFFIDAVIT OF MICHAEL HALE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Ryan F.T. Quinlan / Gil Miciak Barrister & Solicitor Phone: 780.441.4336/ 780.441.4372 Fax: 780.428.9683 Email: rquinlan@dcllp.com/ gmiciak@dcllp.com	File #445-215880 DUNCAN CRAIG LLP LAWYERS MEDIATORS 2800 Rice Howard Place 10060 Jasper Avenue Edmonton, Alberta Canada T5J 3V9
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AFFIDAVIT OF MICHAEL HALE

Sworn on December 1, 2023

I, Michael Hale, of the City of Whitehorse, in the Yukon Territory, SWEAR AND SAY THAT:

1. I am the CEO of Northern Vision Development Limited Partnership ("**NVD**"). I have personal knowledge of the matters herein deposed to except where stated to be on the basis of information and belief, in which case I do verily believe the same to be true.

Northern Vision Development Limited Partnership

2. NVD is a Limited Partnership registered in the Province of Alberta, and extra-territorially registered in the Yukon Territory. NVD develops hospitality, commercial, independent living and residential assets located in the Yukon Territory. Its general partner is Northern Vision Development Corp., which is incorporated pursuant to the law of the Yukon Territory.

3. NVD is a majority First Nation beneficially owned entity operating solely in the Yukon Territory, and over 70% of those with beneficial ownership in NVD reside in the Yukon Territory. NVD operates with the purpose of generating wealth and opportunity for First Nations and all owners, while contributing positively to community development.
4. Six of the ten largest investors and limited partners in NVD are First Nations, and NVD has investments and holdings from every Yukon based First Nation, except for one. The vast majority of the First Nation limited partners have contributed funds that are from trust funds that were provided as part of modern treaty settlements. These funds are explicitly intended for the benefit of future generations.
5. NVD has nearly 300 employees and is the largest First Nation-owned private entity in the territory.

The Project, Limited Notice to Proceed, and Payment to Nomodic

6. NVD is undertaking the development of a Hyatt Place hotel project located in Whitehorse (the "**Project**").
7. On or about December 7, 2022, NVD and Nomodic Modular Structures Inc. ("**Nomodic**") entered into a Limited Notice to Proceed (the "**LNTP**") for the purchase, fabrication, delivery and installation of 117 hotel modular rooms in furtherance of the Hyatt Place hotel project. The LNTP is attached as **Exhibit "A"** to this my Affidavit.
8. The LNTP was designed to allow work to begin in the absence of a full agreement which would be negotiated (called a Definitive Agreement). The LNTP's terms included that:
 - a. NVD would provide a pre-payment of \$3,572,149.52, plus GST, for a total of \$3,750,774.00 to Nomodic (clause 3);
 - b. any payments made under the LNTP would be credited to NVD under the forthcoming Definitive Agreement (clauses 3);
 - c. a Pre-Payment and Deposit Schedule set out what the pre-payment could be used for, and how much was assigned to each aspect of the Project: \$208,657.66 for a Show Suite; \$730,301.80 for Windows; \$1,391,051.04 for HVAC; and \$1,242,139.03 for an initial deposit on fabrication of the modular hotel rooms;
 - d. neither party could assign or transfer the LNTP without the prior written consent of the other party (clause 13);
 - e. either party would be entitled to terminate this LNTP by providing seven days written notice (clause 7(a)); and

- f. upon termination, mutually agreeable termination charges would be subtracted from the pre-payment, and the remaining amount would be returned to NVD within 30 days, unused (clause 7(a)).
9. Pursuant to the LNTP, NVD advanced \$3,750,774.00 to Nomodic (the "**Pre-Payment**"), to be used under the terms of the LNTP. The Pre-Payment Invoice from Nomodic and the Wire Activity Report showing NVD's Pre-Payment are collectively attached as **Exhibit "B"** to this my Affidavit. As per the Wire Activity Report, the Pre-Payment was paid to Nomodic's bank account: Institution 003, Transit 00009, Account 1348432, which is a Royal Bank of Canada or RBC bank account.
10. The LNTP did not provide authorization for Nomodic to use the Pre-Payment for any other purposes except was expressly set out in the LNTP. NVD and Nomadic agreed that it would not use the funds representing the Pre-Payment for anything except for the Project and in accordance with the LNTP, and not in respect of any other business operations of Nomodic. At all times prior to August 28, 2023, NVD believed that Nomodic was holding the Funds representing the Pre-Payment in a separate and distinct bank account that only held such funds. NVD did not learn that Nomodic may have deposited the Funds representing the Pre-Payment into one of its general accounts until after it learned of the bankruptcy.
11. No Definitive Agreement was ever entered into by the parties, and NVD and Nomadic simply operated pursuant to the LNTP.

Work and Termination of the Limited Notice to Proceed

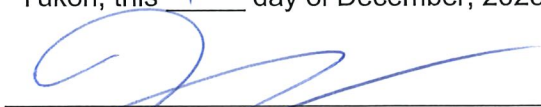
12. Under the LNTP, Nomodic drew down against the Pre-Payment as the work progressed, called a Progress Claim. This was based on industry-standard practice, in which the sub-contractor will periodically submit a progress claim for work that has been completed. The general contractor will confirm the work is completed, then approve the progress claim and pay the subcontractor.
13. On December 21, 2022, David Woodman from Nomodic sent a Progress Claim to NVD by email. The Progress Claim showed a draw of 80% payment for the Design Assist Support for the Show Suite, resulting in a draw of \$34,340 (plus GST) from the Pre-Payment. This left \$3,572,149.52 of the Pre-payment remaining unused. The progress claim is attached as **Exhibit "C"** to this my Affidavit.
14. On June 15, 2023, Craig Zacharias, Director, Projects at Nomodic, sent a Progress Claim to NVD by email. It showed a draw of 100% payment for the Show Suite, 48% payment for the Windows, and 64% payment for the HVAC, resulting in a draw of \$1,449,475.19 (plus GST) from the Pre-Payment. This left \$2,122,674.33 of the Pre-payment remaining unused. The correspondence and Progress Claim are collectively attached as **Exhibit "D"** to this my Affidavit.

15. Attached as **Exhibit "E"** to this my Affidavit is an NVD internal email I sent on June 22, 2023 discussing the Progress Claim.
16. Due to Nomodic being approximately 25% over budget and unacceptable project delays, NVD issued notice terminating the LNTP. On July 17, 2023, I sent this Termination Notice to Kevin Read ("**Read**"), the C.E.O. of Nomodic. The Termination Notice and my correspondence with Read are collectively attached as **Exhibit "F"** to this my Affidavit.
17. What followed was a series of email and telephone discussions between representatives of each of NVD and Nomodic, including Read and Rick Welch ("**Welch**"), President of Nomodic, to resolve issues around the termination of the LNTP. These discussions also eventually required the involvement of Ken Volk ("**Volk**"), Director, Commercial / Industrial Development of Champion Canada International ULC ("**Champion**"). Nomodic had hired Champion to manufacture and fabricate the actual modular hotel units, and Champion's costs needed to be finalized before Nomodic's costs could be finalized. The actual materials fabricated and paid for by NVD returned from Champion's possession to NVD's possession.
18. On August 28, 2023, Read indicted that Champion was in possession of some or all of the Pre-Payment. I was not aware that any portion of the Pre-Payment had been forwarded to Champion of the purposes of Champion continually holding the funds as essentially a deposit of some type. I only understood that amount may be paid to Champion by Nomodic when making payments for completed work by Champion.
19. On September 3, 2023, I requested a full accounting of how the Pre-Payment had been used or dispersed by Nomodic. An accounting was eventually provided by Read on September 19, 2023.
20. The correspondence sent between August 7, 2023 and September 19, 2023 between myself, Read and Welch is attached as **Exhibit "G"** to this my Affidavit.
21. The Accounting provided on September 19, 2023 by Read is attached as **Exhibit "H"** to this my Affidavit.
22. It was later discovered or determined that a total of approximately \$2,110,500.00 of the Pre-Payment had simply been forwarded on to Champion, and which Champion was holding for sole and specific purposes of its work related to the Project.
23. The parties eventually agreed that \$471,341.46 in Champion's costs related to the Project were to be paid to it from the Pre-Payment funds it was holding, and the balance of approximately \$1,639,158.54 would be returned to NVD as part of a broader resolution to the termination of the LNTP.

24. On September 27-28, 2023, NVD, Nomodic, and Champion signed a written Mutual Release and Settlement Agreement (the "**Settlement**"). Its terms included that Nomodic would refund or repay \$2,405,490.71 ("**Settlement Amount**") of the Pre-Payment to NVD on or before October 6, 2023. Since \$1,639,158.54 of the Pre-Payment was being held by Champion, the parties agreed to the Settlement on the clear understanding that Champion would return the \$1,639,158.54 to Nomodic, which would then forward the \$1,639,158.54 along with the balance of the Settlement Amount to NVD. The parties understood and agreed that Champion paying over \$1,639,158.54 to Nomodic was the sole and exclusive purpose of being paid, along with other funds, to NVD. The Mutual Release is attached as **Exhibit "I"** to this my Affidavit.
25. I understand that at some point during the Settlement discussions, Champion sent a cheque in the sum of \$1,639,158.54 to Nomodic (the "**Champion Cheque**").
26. As of October 6, 2023, NVD had not received any funds pursuant to the Settlement. I emailed Read and Volk, at which time I received an automatic reply, indicating that Read was no longer with Nomodic. My correspondence from October 6, 2023 is attached as **Exhibit "J"** to this my Affidavit.
27. I, and NVD through me, later learned that on October 6, 2023 Nomodic was assigned into bankruptcy pursuant to a Bankruptcy Order of the Court, and that at some point on October 6, 2023, after the Bankruptcy Order was granted, someone on behalf of Nomodic deposited into the Champion Cheque into an ATB Financial account, which I understand was some sort of operating line, that was in a debit balance and ATB applied such funds to Nomodic's balance in respect of such account.
28. Attached as **Exhibit "K"** to this my Affidavit is a copy of the Clerk's Notes from October 6, 2023, obtained by my counsel.
29. Attached as **Exhibit "L"** to this my Affidavit is a copy of the procedure cards for action numbers BB201 996918, BB201 997541, and BB201 997457.
30. After learning about the bankruptcy, NVD retained its legal counsel on or about October 13, 2023. On October 18, 2023, NVD's legal counsel advised the trustee in bankruptcy and counsel for ATB of NVD's property or trust claim in respect of the funds that were the subject of the Champion Cheque. NVD's legal counsel's correspondence dated October 18, 2023 is attached as **Exhibit "M"** to this my Affidavit.
31. I make this affidavit in support of NVD's claim for a property and/or trust claim:
 - a. in respect of the funds that were and are the subject of the Champion Cheque;

- b. in respect of the up to the sum of \$766,332.17 which is or may be in any RBC account of Nomodic, and/or any substitutions, property obtained with such funds; or other funds or bank accounts commingled with the funds; and/or
- c. tracing and further or alternative remedies sought by NVD.

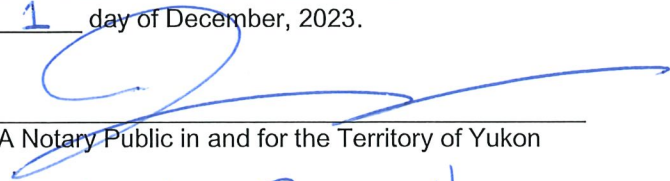
SWORN BEFORE ME at Whitehorse)
 Yukon, this 1 day of December, 2023)


 _____)
 A Notary Public in and for the Territory of Yukon)


 _____)
 MICHAEL HALE

**JOCELYN BARRETT
 BARRISTER & SOLICITOR
 LAMARCHE, LANG & BARRETT
 505 LAMBERT STREET
 WHITEHORSE, YUKON Y1A 1Z8
 (867) 456-3300**

This is Exhibit "A" referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.


A Notary Public in and for the Territory of Yukon

Jocelyn Barrett
Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**



LIMITED NOTICE TO PROCEED

This Limited Notice to Proceed (the "LNTP") shall serve as confirmation of Northern Vision Development LP (the "Limited Partnership") intent to enter into a Definitive Agreement and to place a Purchase Order with Nomodic Modular Structures Inc. (the "Contractor") for the purchase, fabrication, delivery and installation of 117 hotel modular rooms (the "Project") per the details as defined in the Class C Estimate. The purchase price will change as the design develops and is submitted for a building permit until approval

1. **Preliminary Work:** In order to allow Contractor to commence the Work prior to entry into a Definitive Agreement (as hereafter defined) and placement of the Purchase Order so that Contractor will have the full opportunity and ability to meet the anticipated work schedule, the Limited Partnership hereby confirms that Contractor may proceed with the Scope of Services as described in **Schedule "A"** hereto (collectively, the "Preliminary Work").
 2. **Effective Date:** This LNTP shall become effective on the date last signed below ("Effective Date"). Contractor is authorized to begin the Preliminary Work on the Effective Date.
 3. **Preliminary Work Price:** Limited Partnership agrees to pay Contractor for the Preliminary Work the sum of **\$3,572,149.52** ("Preliminary Work Price"). The Preliminary Work Price is exclusive of any duties, taxes or similar fees. The parties further agree that the Preliminary Work Price shall be part of the contract price due to the Contractor under the Definitive Agreement (as defined below), if one is reached, and that all payments made pursuant hereto shall be credited towards the contract price of any resulting Definitive Agreement.
 4. **Pre-payment Bonus:** The Contractor acknowledges NVD LP's commitment to this project by entering into this LNTP which includes a significant pre-payment and as a result will offer a 1.5% of this initial payment (\$52,500) reduction in total project costs pertaining to this scope of work once the Class A estimate is complete.
- *This rebate will be paid upon the completion of the project and upon receiving NVD's final acceptance and final payments, including any hold backs. *K R*
A A
5. **Entire Agreement:** The parties to this LNTP acknowledge that this LNTP (a) is an agreement between them for the Preliminary Work Limited Partnership desires for Contractor to do with regard to the Project, (b) except with regard to any separate Non-Disclosure Agreement to which the parties may be party with regard to the Project, constitutes the entire agreement between them with respect to the Preliminary Work therefore unless and until a Definitive Agreement on terms mutually agreed is signed by both parties, and (c) supersedes all previous oral or written agreements, representations or negotiations concerning the Preliminary Work or the Project.
 6. **Definitive Agreement:** Limited Partnership and Contractor hereby agree that, following the execution of this LNTP, they will negotiate in an effort to agree upon the terms of and execute a CCDC 5B (the "Definitive Agreement"). Limited Partnership and Contractor agree that any such Definitive Agreement shall include a specific date for completion of the Project, protections for the confidential and proprietary information and intellectual property rights of each party, limitations of liability, and an exclusion of liability for lost profits, consequential damages and other specified damages. Such Definitive Agreement shall be fully negotiated and executed no later than January 31, 2023 (the "Target Date"). Upon signing of the Definitive Agreement,



this LNTP shall be superseded by the terms and provisions thereof and shall no longer be effective or enforceable.

7. **Termination:**

(a) If Limited Partnership and Contractor are unable to reach agreement as to any term of the Definitive Agreement by the Target Date, or the Definitive Agreement is not executed by both parties by the Target Date, in either case as such date may be extended by mutual written agreement of the parties, either party shall be entitled to terminate this LNTP by providing seven (7) days' written notice to the other. In the event of termination of this LNTP, Contractor shall cease all further work on the Preliminary Work, including terminating all Subcontractor work, Contractor shall be entitled to retain all payments received prior to termination, and Contractor shall submit an invoice to Limited Partnership for any additional time, labor, materials, costs, expenses, transportation to deliver any goods purchased prior to termination and other charges incurred through the date of termination not covered by such payments however approved by the Limited Partnership (collectively, "Termination Charges"). The Limited Partnership and Contractor will mutually agree to the Termination Charges in writing and upon agreement the Limited Partnership shall pay such Termination Charges within thirty (30) days of the agreed to date. The mutually agreeable Termination Charges will be subtracted from the total amount remaining and the remaining amount will be refunded to the Limited Partnership within 30 days of the Termination Charge agreed to date.

(b) In the event of termination, upon receipt of payment of the Termination Charges, Contractor shall deliver to Limited Partnership all work performed on and/or goods purchased for the Project through the date of termination (other than the provision of manufacturing drawings or other proprietary information of Contractor) and such work and/or goods supplied by Contractor to Limited Partnership hereunder shall be accepted by Limited Partnership "as is, where is" without any representation or warranty as to its quality, completeness, suitability to accept further work, or compliance with any drawings and specifications for the Project. Limited Partnership acknowledges that such work includes Contractor's confidential and proprietary information, both of a technical and commercial nature, ownership of which shall at all times be in and remain with Contractor, and that Limited Partnership shall receive a non-exclusive, non-transferrable license to use the same only in accordance with the terms of this LNTP and any Definitive Agreement that may be entered into as contemplated herein.

8. **No Obligation:** Neither party shall have any obligation to the other party with respect to the full Work or otherwise other than as specifically set forth in this LNTP related to the Preliminary Work (Exhibit A – Manufacturing Limited Notice to Proceed). This LNTP does not create any contract between Contractor, Champion Canada International ULC and Limited Partnership for the full Work, and no such contract will exist unless and until a Definitive Agreement is fully executed in writing by authorized representatives of both parties. A valid and binding Definitive Agreement for the Project may not be formed through exchange of forms or written or verbal communications, but must be evidenced by a signed Definitive Agreement containing all mutually agreed-upon terms and contract documents.

9. **Limitations of Liability:** In no event shall a party to this LNTP, its officers, directors, employees, subcontractors, or affiliated companies, be liable to the other party to this LNTP for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect,



special, incidental or consequential damages of any nature arising in any way out of this LNTP or the performance or any breach thereof, the Preliminary Work, the full Work, or any failure to negotiate and/or finalize and execute a Definitive Agreement. The aggregate liability of Contractor, its officers, directors, employees, subcontractors, and affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with this LNTP or the performance or any breach thereof, the Preliminary Work, the full Work, or any failure to negotiate and/or finalize and execute a Definitive Agreement shall in no event exceed 100% the Preliminary Work Price. The limitations and exclusions of liability set forth in this Paragraph 9 shall take precedence over any other provision of this LNTP or its Schedules and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise.

10. **Governing Law:** This LNTP and the performance and/or breach thereof shall be governed by and construed according to the laws of the Yukon.

11. **Dispute Resolution:**

11.1 *Amicable Negotiation.* Each party will make bona fide efforts to resolve any disputes arising among them by amicable negotiations and provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations. The parties will use their best efforts to conduct any dispute resolution procedures under this Contract as efficiently and cost effectively as possible. If there is a dispute among the parties under this Contract, a party will provide written notice (the "Dispute Notice") to the other party to the dispute of the nature of the dispute.

11.2 *Reference to Senior Officials.* If a dispute cannot be resolved between the parties within 5 working days after the date of receipt of the Dispute Notice, the parties will attempt to resolve the dispute with the assistance of one senior official from each party to the dispute. The place of discussion will be Whitehorse, Yukon, unless the senior officials otherwise agree. Each party will bear its own costs of the discussion. The results of the discussion will be non-binding and will be reported to the parties forthwith.

11.3 *Mediation.* If a dispute cannot be resolved under above section within 10 working days of receipt of the Dispute Notice, either party may give notice to the other party of a desire to commence mediation and the parties will jointly appoint a mutually acceptable mediator within 5 working days after such notice is given.

11.4 *Arbitration.* If a dispute cannot be resolved under above section within 20 working days of a mediation under above section, either party may, by written notice to the other party, commence arbitration. Arbitration will be administered under the Arbitration Act (Yukon). The place of arbitration will be Whitehorse, Yukon. Each party will bear its own costs of the arbitration and any additional costs of the arbitrator(s) will be borne equally by each of the parties. Arbitration will be final and binding on the parties. Notwithstanding the foregoing, either party may at any time, prior to the first face to face meeting of the Parties and the arbitrator, under this section 11 refer the dispute being arbitrated to the courts for resolution.

11.5 *Confidentiality.* All negotiations and/or matters relating to the arbitration under this Contract will be kept confidential and will not be disclosed to any other persons except those persons authorized in writing by the parties.



11.6 *Continued Performance.* For greater certainty the parties will continue to perform their respective obligations under this Contract while a dispute under this Contract is being resolved.

12. **Confidentiality:** Any information exchanged between the parties pursuant to this LNTP or in connection with the Preliminary Work shall be kept in strict confidence and must not be used for any purpose other than for the Preliminary Work and for the discussion between the parties of the Definitive Agreement and future Project work. Neither party may, without the other party's written consent, use or disclose any of such confidential information to any third party. The parties specifically warrant and represent that they will restrict the disclosure of the confidential information of the other party to their directors, officers, affiliates, employees and subcontractors on a "need to know" basis and that prior to making any such disclosure, they will bind them to terms of confidentiality consistent with this Paragraph 12. Each party shall be responsible for any breach of confidentiality by any of its directors, officers, affiliates, employees or subcontractors. Upon termination of this LNTP, each party shall return to the other any confidential information received from the other party, including all copies thereof. This provision shall survive any termination of this LNTP. Notwithstanding the foregoing, the Receiving Party may keep copies of the Confidential Information for archival purposes only provided that such archived copies shall remain subject to the terms of this Agreement for such period of time that the Confidential Information remains archived, even if this Agreement is terminated.
13. **Assignment:** Neither party shall assign or transfer this LNTP without the prior written consent of the other party. Any attempted assignment or transfer in violation of this Paragraph 13 shall be null and void.
14. **Modification:** This LNTP may not be changed or modified except by a writing signed by both parties.
15. **Counterparts:** This LNTP may be signed in counterparts and such counterparts shall be taken together to represent a fully signed agreement.

Pre-Payment & Deposit Schedule

	Champlon Cost	Nomodic General Expense	Nomodic Fee	Total Values
Pre-payment #1, paid before December 23rd 2022: TOTAL VALUE:	\$ 3,081,540.00	\$ 272,591.00	\$ 218,018.52	\$ 3,572,149.52
Show Suite	\$ 180,000.00	\$ 15,922.68	\$ 12,734.97	\$ 208,657.66
Windows	\$ 630,000.00	\$ 55,729.39	\$ 44,572.41	\$ 730,301.80
HVAC	\$ 1,200,000.00	\$ 106,151.21	\$ 84,899.83	\$ 1,391,051.04
Fabrication, 1st deposit (at 10% of fabrication value)	\$ 1,071,540.00	\$ 94,787.72	\$ 75,811.30	\$ 1,242,139.03
Deposit balance, paid within 10 days of contract execution (estimated to be late January/early February): 2nd fabrication deposit paid within 10 days of contract execution (at 10% of fabrication value)	\$ 1,071,540.00	\$ 94,787.72	\$ 75,811.30	\$ 1,242,139.03
TOTAL DEPOSIT VALUE, paid before fabrication (target of early February 2023)	\$ 4,153,080.00	\$ 367,378.73	\$ 293,829.82	\$ 4,814,288.55
Percentage of fabrication total:	38.76%	Percentage of total project:		30%



This LNTP has been executed by the duly authorized representatives of the parties on the dates indicated below their signatures hereto.

LIMITED PARTNERSHIP

CONTRACTOR

Signature

Richard S. Thompson

Name

Chairman and CEO

Title

December 2, 2022

Date

Kevin Read

Signature

Kevin Read

Name

CEO

Title

December 7, 2022

Date




SCHEDULE "A" - SCOPE OF SERVICES

1. Deposit to hold fabrication space, at a value of 20% of the total fabrication estimate
2. Fabrication of the Show Suite
3. Purchase on critical long lead materials, including all deposits
4. Nomodic general expenses and fees as applicable to this defines scope of services
5. Other tasks as required to avoid project delays, approved in advance in writing by NVD LP and agreed by Nomodic.

Exhibit A – Manufacturing Limited Notice to Proceed

Signature Certificate

Reference number: 8QN5F-B3W7M-AA4JH-PU364

Signer	Timestamp	Signature
Kevin Read Email: kevin.r@nomodic.com		
Sent:	07 Dec 2022 21:16:13 UTC	
Viewed:	07 Dec 2022 22:52:18 UTC	
Signed:	07 Dec 2022 22:54:43 UTC	
Recipient Verification: ✓ Email verified	07 Dec 2022 22:52:18 UTC	IP address: 207.228.78.98 Location: Calgary, Canada

Document completed by all parties on:
07 Dec 2022 22:54:43 UTC

Page 1 of 1

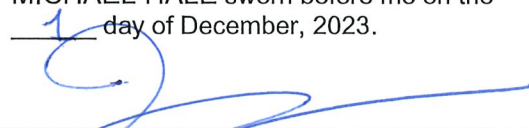


Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



This is **Exhibit "B"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon



Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**



INVOICE

Customer

Northern Vision Development LP
 200 - 2237 Second Avenue
 Whitehorse, YT Y1A 0K7
 CA

Invoice Date Dec 07, 2022	Invoice # 22-022-001
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Purchase Order# LNTP dated Dec 7, 2022	Terms NET 10
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Project

Hyatt Place Whitehorse

Billing Period

From Dec 07, 2022 to Dec 07, 2022

Description	Quantity	Unit Price	Amount
Hyatt Place 117 Hotel Modular Rooms - Whitehorse, YT: - Fabrication Deposit - General Requirements - Nomodic Fee			\$3,081,540.00 \$272,591.00 \$218,018.52
<i>In alignment with Terms & Conditions of the fully executed Limited Notice to Proceed dated Dec 7, 2022</i>			

	Contract	Changes	Total
Contract Value	\$42,925.00	\$3,572,149.52	\$3,615,074.52
Billed to Date	\$0.00	\$3,572,149.52	\$3,572,149.52
Remaining	\$42,925.00	\$0.00	\$42,925.00

Total Sale	\$3,572,149.52
GST/HST 818680308RT0001	\$178,607.48
Invoice Total	\$3,750,757.00

Wire Activity - Summary Report

Nitis Elangovan , NORTHERN VISION DEVE
Report Creation Date: Dec 15, 2022 01:56:42 PM ET

Value Date Range: From To

Debit Account(s): All

Status: All

Amount Range: All

Payment Currency: All

Payment Currency: CAD

Template Name:

Template Description:

Value Date: Dec 14, 2022 Payment Amount: 3,750,774.00 CAD

Debit Account: 00003-09950-1022532-CAD-NVDLP Operating

Credit Information: 00003-00009-1348432-CAD-Nomodoc Modular Structures Inc

Beneficiary: Nomodoc Modular Structures Inc

Status: Completed

Approved by: Kynan Larson

Created by: Nitis Elangovan, Dec 14, 2022 at 01:58 PM ET

Last Modified by:

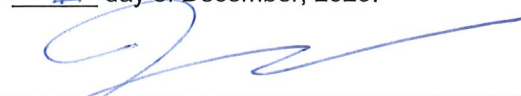
Released by: Kynan Larson, Dec 14, 2022 at 04:44 PM ET

Total payment amount: 3,750,774.00

Number of wire payments: 1

*** End of report ***

This is **Exhibit "C"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon



Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

PROGRESS CLAIM



Progress Claim No.: 22-022 PC-002
 Contract No.: P.O. #1
 Date: December 15, 2022
 Nomodic Project No.: NM-22-022
 PC Revision No.: 0
 Page: 1 of 1

CLIENT	
Northern Vision Development LP 200 - 2237 Second Avenue Whitehorse, YT Y1A 0K7	
Attn: Gary Gazankas	Email: ggazankas@nvdip.com
Phone: (867) 334-7630	Fax: (867) 668-7851

PROJECT INFORMATION	
Project:	Whitehorse Hyatt Place Whitehorse, Yukon
Contact:	Steve Nomura Chris Boucher
Email:	steve.n@nomodic.com chris.b@nomodic.com
Phone:	(403) 498-4505 (250) 851-6804

L/N	QTY	DESCRIPTION	Contract Amount	% Complete	Previously Claimed	Previous Holdback	Current Claim	10% Holdback	Balance to Claim
1		Design Assist Support	\$ 42,925.00	80.0%	\$ -	\$ -	\$ 34,340.00	\$ -	\$ 8,585.00
1.1	1	Design Assist Support for Hyatt Place Whitehorse	\$ 42,925.00	80.0%	\$ -	\$ -	\$ 34,340.00	\$ -	\$ 8,585.00
Base Contract Subtotal			\$ 42,925.00	80.0%	\$ -	\$ -	\$ 34,340.00	\$ -	\$ 8,585.00
L/N	QTY	Change Orders	Contract Amount	% Complete	Previously Claimed	Previous Holdback	Current Claim	10% Holdback	Balance to Claim
1	COR 1	Limited Notice to Proceed dated Dec 7, 2022 (Fabrication Deposit)	\$ 3,572,149.52	100.0%	\$ 3,572,149.52	\$ -	\$ -	\$ -	\$ -
Change Order Subtotal			\$ 3,572,149.52	100.0%	\$ 3,572,149.52	\$ -	\$ -	\$ -	\$ -
Totals			\$ 3,615,074.52	99.8%	\$ 3,572,149.52	\$ -	\$ 34,340.00	\$ -	\$ 8,585.00

AR Contact: Chuma Metuh, Controller	SUBTOTAL	\$ 34,340.00
	MISCELLANEOUS	\$ -
	LESS: DEPOSIT	\$ -
	HOLDBACK ON THIS CLAIM	\$ -
	PST	\$ -
	GST #1868038RT0001	\$ 1,717.00
	TOTAL (\$CDN)	\$ 36,057.00

NOTE THE BOLDED AND FINAL SUBTOTAL PERCENT COMPLETE VALUES ARE WEIGHTED AVERAGES

ANY CHANGES MUST BE COMMUNICATED TO NOMODIC IN WRITING AND SHALL NOT BE BINDING UNLESS ACCEPTED BY NOMODIC IN WRITING.

MUST BE CSA APPROVED AND MEET ALL LOCAL CODES.
ALL NECESSARY APPROVALS MUST BE HELD.

CLIENT ACCEPTANCE:

Gary Gazankas

Gary Gazankas

2022-12-19

Printed Name

Signature

Date

NOMODIC ACCEPTANCE:

Chris Boucher

chris boucher

2022-12-19

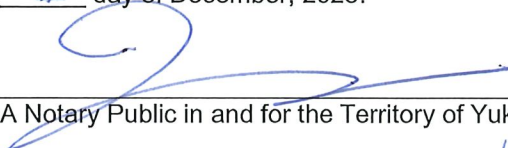
Printed Name

Signature

Date

Nomodic Modular Structures Inc.
 103, 11929 - 40th Street S.E. Calgary, Alberta, Canada T2Z 4M8
 T: 403-271-3932 E: info@nomodic.com W: nomodic.com

This is **Exhibit "D"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
4 day of December, 2023.



A Notary Public in and for the Territory of Yukon

Jocelyn Barrett

Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Gil Miciak

From: Craig Zacharias <craig.z@nomodic.com>
Sent: June-15-23 14:15
To: Michael Hale
Subject: [External] FW: Progress Claim 004
Attachments: 22-022_PC-004 - NVD Hyatt Place Whitehorse Progress Claim - Rev0.pdf

*** WARNING: This message comes from an external source. Please be careful when opening links and attachments. ***

Hi Michael,
Thanks for setting up that call earlier this week. Could I bug you to put a signature on the attached progress claim? It was sent to Gary sometime ago and I understand he's currently out of office.

For background, the progress claim is simply a means to provide transparency before we draw our fees out of the account we set up to hold the initial preliminary works payment.

Please let me know if you have any questions or concerns,

Craig Zacharias, PMP | Director, Projects

Direct: 403.593.9897

Email: craig.z@nomodic.com



Nomodic

nomodic.com



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From: Craig Zacharias
Sent: Thursday, June 15, 2023 12:56 PM
To: Gary Gazankas <ggazankas@nvdlp.com>
Subject: Progress Claim 004

Hey Gary,
Can you please sign this for me? We use a program called PandaDocs for signatures however it may have hit your spam filter.

Craig Zacharias, PMP | Director, Projects

Direct: 403.593.9897

Email: craig.z@nomodic.com



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nomodic.com



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PROGRESS CLAIM

Progress Claim No.: 22-022 PC-004
 Contract No.: Various
 Date: May 31, 2023
 Nomodic Project No.: NM-22-022
 PC Revision No.: 0
 Page: 1 of 1



CLIENT	
Northern Vision Development LP 200 - 2237 Second Avenue Whitehorse, YT Y1A 0K7	
Attn: Gary Gazankas	Email: ggazankas@nvdip.com
Phone: (867) 334-7630	Fax: (867) 668-7851

PROJECT INFORMATION	
Project: Whitehorse Hyatt Place Whitehorse, Yukon	
Contact: Craig Zacharias	Chris Boucher
Email: craig.z@nomodic.com	chris.b@nomodic.com
Phone: (403) 593-9897	(250) 851-6804

L/N	QTY	P.O. #1 - Design Assist Support	Contract Amount	% Complete	Previously Claimed	Previous Holdback	Current Claim	10% Holdback	Balance to Claim
1		Design Assist Support	\$ 42,925.00	100.0%	\$ 42,925.00	\$ -	\$ -	\$ -	\$ -
1.1	1	Design Assist Support for Hyatt Place Whitehorse	\$ 42,925.00	100.0%	\$ 42,925.00	\$ -	\$ -	\$ -	\$ -
Base Contract Subtotal			\$ 42,925.00	100.0%	\$ 42,925.00	\$ -	\$ -	\$ -	\$ -
L/N	QTY	LNTP Dated December 7, 2022	Contract Amount	% Complete	Previously Claimed	Previous Holdback	Current Claim	10% Holdback	Balance to Claim
2		Limited Notice to Proceed dated Dec 7, 2022 (Preliminary Work)	\$ 3,572,149.52	40.6%	\$ -	\$ -	\$ 1,449,475.19	\$ -	\$ 2,122,674.33
2.1	1	Show Suite	\$ 208,657.66	100.0%	\$ -	\$ -	\$ 208,657.66	\$ -	\$ -
2.2	1	Procurement Windows	\$ 730,301.80	48.0%	\$ -	\$ -	\$ 350,544.86	\$ -	\$ 379,756.94
2.3	1	Procurement HVAC	\$ 1,391,051.04	64.0%	\$ -	\$ -	\$ 890,272.67	\$ -	\$ 500,778.37
2.4	1	Fabrication Deposit #1	\$ 1,242,139.02	0.0%	\$ -	\$ -	\$ -	\$ -	\$ 1,242,139.02
Base Contract Subtotal			\$ 3,572,149.52	40.6%	\$ -	\$ -	\$ 1,449,475.19	\$ -	\$ 2,122,674.33
Contract Totals			\$ 3,615,074.52	41.3%	\$ 42,925.00	\$ -	\$ 1,449,475.19	\$ -	\$ 2,122,674.33
L/N	QTY	LTNP Prepayment	Prepayment Amount	% Applied	Previously Billed	Previous Holdback	Prepayment Applied	10% Holdback	Balance to Apply
2	1	Limited Notice to Proceed dated Dec 7, 2022 (Prepayment)	\$ (3,572,149.52)	-40.6%	\$ (3,572,149.52)	\$ -	\$ (1,449,475.19)	\$ -	\$ (2,122,674.33)
AR Contact: Chuma Metuh, Vice President, Finance							SUBTOTAL	\$ -	
NOTE THE BOLDED AND FINAL SUBTOTAL PERCENT COMPLETE VALUES ARE WEIGHTED AVERAGES							MISCELLANEOUS	\$ -	
ANY CHANGES MUST BE COMMUNICATED TO NOMODIC IN WRITING AND SHALL NOT BE BINDING UNLESS ACCEPTED BY NOMODIC IN WRITING.							LESS: DEPOSIT	\$ -	
MUST BE CSA APPROVED AND MEET ALL LOCAL CODES. ALL NECESSARY APPROVALS MUST BE HELD.							HOLDBACK ON THIS CLAIM	\$ -	
							PST	\$ -	
							GST 81568038RT0002	\$ -	
							TOTAL (\$CDN)	\$ -	

CLIENT ACCEPTANCE:

Michael Hale, CEO
 Printed Name

Signature

22 June 2023
 Date

NOMODIC ACCEPTANCE:
 Craig Zacharias

Printed Name

Signature

2023-06-12
 Date

This is **Exhibit "E"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.


A Notary Public in and for the Territory of Yukon

Jocelyn Barrett
Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

From: [Michael Hale](#)
To: [Nitis Elangovan](#); [Penny Boreham](#)
Cc: [Rich Thompson](#)
Subject: FW: 22-022_PC-004 - NVD Hyatt Place Whitehorse Progress Claim - Rev0.pdf
Date: June 22, 2023 4:38:00 PM
Attachments: [22-022_PC-004 - NVD Hyatt Place Whitehorse Progress Claim - Rev0.pdf](#)
[image001.png](#)

Hi all,

I had Gary review this claim and he approved for payment. I signed, given that Gary won't be with us for much longer.

This progress claim request does not require a transfer of funds. It allows Nomodic to draw down on the existing funds. But I wanted to share for record keeping.

It does raise a question for me. Who is the accounting contact for this project to ensure we are tracking all payments?

Thanks,
Michael



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

From: Michael Hale
Sent: Thursday, June 22, 2023 4:36 PM
To: Craig Zacharias <craig.z@nomodic.com>
Cc: Kevin Read <kevin.r@nomodic.com>
Subject: 22-022_PC-004 - NVD Hyatt Place Whitehorse Progress Claim - Rev0.pdf

Craig and Kevin,

Please see approved and signed progress claim.

Apologies for the delay and thanks for being patient with us, as we work through this transition.

Thanks,
Michael



Michael Hale

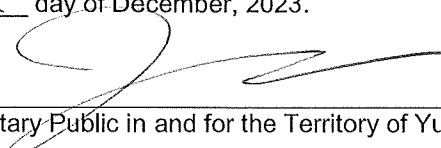
Chief Executive Officer

Northern Vision Development LP

P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

This is **Exhibit "F"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.


A Notary Public in and for the Territory of Yukon

Jocelyn Barrett
Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Gil Miciak

From: Kevin Read <kevin.r@nomodic.com>
Sent: July-17-23 10:31
To: Michael Hale
Cc: Rich Thompson; Rick Welch
Subject: Re: [EXTERNAL] Notice of Termination

Hello Michael,

We have received your letter and will be in touch regarding a proposed time to discuss next steps.

Thank you,

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com

Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com

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From: Michael Hale <mhale@nvdip.com>
Sent: Monday, July 17, 2023 9:53 AM
To: Kevin Read
Cc: Rich Thompson
Subject: [EXTERNAL] Notice of Termination

Kevin,

As discussed on Friday, I have attached the formal Notice to Terminate. This notice is a 7-day termination, as per the LNTP, and it starts a clock on us resolving outstanding issues related to purchased materials, etc.

Please indicate a time when we can start our conversations, preferably no later than early next week.

Thanks,
Michael


Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

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NOTICE OF TERMINATION

Date: July 17, 2023
To: Nomodic Modular Structures Inc.
Attention: Kevin Read, CEO
Re: Limited Notice to Proceed ("LNTP") between Northern Vision
Development Limited Partnership and Nomodic Modular Structures Inc.
dated effective December 7, 2022

Northern Vision Development Limited Partnership ("NVD") hereby provides written notice of termination of the LNTP, in accordance with Section 7 of the LNTP.

Nomodic Modular Structures Inc. ("Nomodic") must, among other things, cease all further work and terminate all subcontractor work.

We look forward to receipt of an invoice from Nomodic for the termination charges (if any) for discussion, and to the eventual receipt of: a) a refund of the balance of payments made to Nomodic; and b) all work performed on and/or goods purchased for the project, all in accordance with Section 7 of the LNTP.

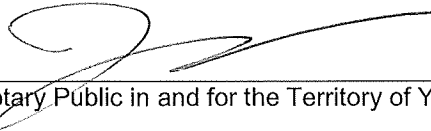
Thank you.

Northern Vision Development Limited Partnership

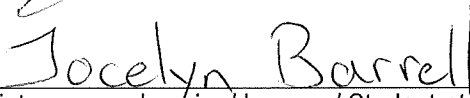


Michael Hale, CEO

This is **Exhibit "G"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon



Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Gil Miciak

From: Kevin Read <kevin.r@nomodic.com>
Sent: September-19-23 11:38
To: Michael Hale
Subject: RE: [EXTERNAL] LNTP Funds Discussion
Attachments: Hyatt-Account Balance-09-18.pdf; 22-022 - NVD table R1.xlsx

Hi Michael,

Attached is the current Account Balance from Champion along with the subsequent update to the table. Please note that the Champion contingency has been removed as a result.

Let me know if you have any questions.

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com



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From: Kevin Read
Sent: Monday, September 18, 2023 5:55 PM
To: Michael Hale <mhale@nvdip.com>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Ken has assured me that Champion's final expense capture will be in my Inbox Tuesday morning.

In the meantime, it would be helpful if you can clarify your concerns surrounding the proposed changes to the settlement agreement, and the reconciliation data submitted previously.

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE

Calgary, AB Canada T2X 3V1

nomodic.com



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From: Michael Hale <mhale@nvdip.com>

Sent: Monday, September 18, 2023 12:18 PM

To: Kevin Read <kevin.r@nomodic.com>

Subject: RE: [EXTERNAL] LNTP Funds Discussion

Thanks Kevin. We are paying for the transport and storage through Chega, so I think it should be zero, but I will wait to hear back from you.



Michael Hale

Chief Executive Officer

Northern Vision Development LP

P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

From: Kevin Read <kevin.r@nomodic.com>

Sent: Monday, September 18, 2023 11:08 AM

To: Michael Hale <mhale@nvdip.com>

Subject: RE: [EXTERNAL] LNTP Funds Discussion

Hi Michael,

I have asked Ken to advise of the final costs incurred by Champion to ship and store the ERVs. That amount will be applied to the \$27K contingency and the remainder removed from the settlement. I will let you know as soon as I hear back.

Kevin Read | CEO

Cell: 403.700.8029

Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE

Calgary, AB Canada T2X 3V1

nomodic.com



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From: Michael Hale <mhale@nvdip.com>
Sent: Monday, September 18, 2023 10:19 AM
To: Kevin Read <kevin.r@nomodic.com>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Hi Kevin,

I spoke to Manuela at Chega and she indicates that all arrangements have been made and that side of the ledger is being closed off. Based on that, I assume the \$27K in “contingency” from Champion can be removed from the settlement.

I am trying to wrap this up today, so I wanted to confirm that detail with you.

Thanks,
Michael



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta’an Kwatch’an Council and the Kwanlin Dun First Nation

From: Kevin Read <kevin.r@nomodic.com>
Sent: Monday, September 11, 2023 3:53 PM
To: Michael Hale <mhale@nvdip.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Hi Michael,

As discussed during Friday’s call, I am attaching (and linking) the requested information.

 [NVD Hyatt - Champion close out data](#)

Upon further review and investigation, we have prepared updated estimated numbers regarding the amount to be returned to NVD. These numbers remain subject to change. Please see as follows:

Description	Amount (Pre-tax)	GST	
Funds received December 14, 2022			\$
<i>Nomodic General Expense & Fee:</i>			
Show suite	\$ 28,657.65	\$ 1,432.88	\$
Windows	\$ 100,301.80	\$ 5,015.09	\$
HVAC	\$ 191,051.04	\$ 9,552.55	\$
Fabrication	\$ 170,599.02	\$ 8,529.95	\$
<i>Champion Costs:</i>			
Show Suite	\$ 208,780.16	\$ 10,439.01	\$
HVAC	\$ 163,980.93	\$ 8,199.05	\$
<i>Other Charges Incurred by Nomodic:</i>			
Additional time, labour, materials, costs, expenses, etc.	\$ 296,194.57	\$ 14,809.73	\$
Shipping	\$ 30,222.00	\$ 1,511.10	\$
<i>Other Charges Incurred by Champion:</i>			
Additional time, labour, materials, costs, expenses, etc.	\$ 77,848.89	\$ 3,892.44	\$
<i>Contingency*:</i>			
Champion	\$ 27,000.00	\$ 1,350.00	\$
		Subtotal	\$
		Remainder	\$

*This contingency amount has been set aside to account for unexpected costs that may be incurred in bringing this matter to a close, including for example storage costs and our administrative time that may be required to close everything out. In the event this amount is not fully expended, Champion has indicated to Nomodic that they will return any excess. As of this morning, Champion informed us that they still had not connected with Chega Group and had to have the ERVs shipped to Medicine Hat. They are renting a c-can and require the units to be picked up and transferred from their ownership before month's end. Please let Manuela know that Ken is awaiting her instruction. Champion will remit a subsequent invoice once the final cost is known.

Champion has indicated they will require release and sign off on the above reconciliation, and they require that the ERVs be shipped to NVD, before they will return the funds. Likewise, Nomodic requires approval of the above reconciliation and, as per our discussion, a tripartite release to resolve this matter.

Please get back to us on the above when you are able.

Regards,

Kevin Read | CEO

Cell: 403.700.8029

Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE

Calgary, AB Canada T2X 3V1

nomodic.com



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From: Michael Hale <mhale@nvdip.com>
Sent: Thursday, September 7, 2023 9:04 PM
To: Kevin Read <kevin.r@nomodic.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: Re: [EXTERNAL] LNTP Funds Discussion

I'll send an invite for 230 our time (330 mtn) as soon as I land.

For shipping, we will handle all shipping and storage through Chega Group. To do that, we need a full accounting of materials.

I will get Manuela to reach out to Champion tomorrow and begin that process.

Michael Hale
Chief Executive Officer
Northern Vision Development LP

From: Kevin Read <kevin.r@nomodic.com>
Sent: Thursday, September 7, 2023 7:46:06 PM
To: Michael Hale <mhale@nvdip.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Hi Michael,

I am happy to jump on another call tomorrow. Anytime after 3:15pm MST.

The critical path remains NVD providing its desired shipping location so that transportation of the ERV's and other materials can be arranged, and further storage and handling costs can be avoided. Please let me know where and how you would like the goods shipped, and what time Friday afternoon works best for a call.

Thank you,

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
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From: Michael Hale <mhale@nvdip.com>
Sent: Wednesday, September 6, 2023 12:00 PM
To: Kevin Read <kevin.r@nomodic.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: Re: [EXTERNAL] LNTP Funds Discussion

Hi Kevin,

That's incorrect. The 30 days is in relation to prepayments on approved billing. This LNTP is irregular because of the large transfer of unexpected funds (which you appear to have breached by sending the money to a vendor in advance of approval from NVD).

Regardless, if you are telling me that you are going to withhold \$2.1M that even your own claim doesn't purport to dip into then we are past amicable.

We will seek our own counsel.

Before we take any further steps (which will be disruptive for everyone's operations, reputation and relationships), we should jump on a call this Friday.

Let us know your availability.

Thanks
Michael

Michael Hale
Chief Executive Officer
Northern Vision Development LP

From: Kevin Read <kevin.r@nomodic.com>
Sent: Wednesday, September 6, 2023 1:48:13 PM
To: Michael Hale <mhale@nvdip.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Hi Michael,

We would also like to resolve this amicably and can provide you with a material list and break down of the additional time and labour as requested.

With respect to timing, the LNTP sets out that we need to first mutually agree to the termination charges and, that after deducting those agreed amounts, the remaining funds will be refunded to NVD within 30 days.

Lastly, with respect to the storage costs, can you please provide me a shipping address as previously requested? I need this so that we can prevent further costs for storage.

Thank you,

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com

Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com



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From: Michael Hale <mhale@nvdip.com>
Sent: Sunday, September 3, 2023 7:55 AM
To: Kevin Read <kevin.r@nomodic.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: Re: [EXTERNAL] LNTP Funds Discussion

Hi Kevin,

As discussed on Friday, we need some additional information to respond to both Nomodic and Champion on their claims.

First, we need the \$2.2M which is not under dispute returned immediately to avoid a more contentious process for resolution. You agreed to provide confirmation that this would happen once you speak to Ken at Champion on Tuesday.

I do want to say that at no point did NVD understand that Nomodic was not in possession of the funds. When you told me that, it was a significant surprise. I did check with Rich and he had no idea.

Under the LNTP, the funds were sent to Nomodic and we had an invoice approval process that allowed for drawdown and release of those funds to Champion and/or suppliers.

We believe the release of funds without our sign off is a material issue. As of today, I don't want to make too much of this matter, as you indicated it would be no problem getting the funds back from Champion with immediacy. However, if NVD does not receive an indication on Tuesday (as we agreed) of the funds being immediately released, we will need to reevaluate our approach to this breach.

Regardless, NVD requires a full accounting of the funds transferred to Nomodic, dates of any fund transfers between Nomodic and Champion and purpose for those transfers.

In terms of the claim submitted by Nomodic / Champion, here is the additional required information:

- Manifests for all invoiced materials, so that we know the quantity and specs of everything we are paying for
- A process for confirmation that all material that appears on the invoice is transferred to us
- An accounting of hours being invoices for and at what rate

We accept their will be storage costs, but at this point, we have been waiting weeks for even a basic amount of information from Nomodic and Champion. We cannot be held accountable for storage fees that accrue due vacations and other issues. We are not currently disputing storage charges, but I do need to be clear that we won't pay storage fees that accrue through no fault of our own.

I need to be clear that NVD has reached a point where a reasonable and amicable solution needs to be found ASAP to avoid an escalation. We believe this issue can be dealt with in a fair and transparent manner, but that will only be possible if Nomodic and Champion show good faith by returning the \$2.2M this week.

Thanks,
Michael

Michael Hale
Chief Executive Officer
Northern Vision Development LP

From: Kevin Read <kevin.r@nomodic.com>
Sent: Monday, August 28, 2023 2:29:01 PM
To: Michael Hale <mhale@nvdpl.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Thanks Michael.

The shipping address will help to avoid further storage fees. Champion has advised that their balance sheet cannot be confirmed until final shipping activities have been completed and storage fees are tabulated. E.H. Price will be shipping the ERV's to Medicine Hat and we will have to arrange storage at Champion if we don't get them picked up from their warehouse right away.

There are (10) pallets, each one 48"x40"x60", 450 lbs each. Champion also has the following in Medicine Hat: (2) pallets of ERVs, about 360 lbs each; and, there will be (1) more pallet of miscellaneous items, not sure of the size and weight at this time.

Champion has provided the attached in support of the ERV accounting request.

As a result of the above, we are not able to finalize all costs and tabulate a final total to bring this matter to a close. That said, we have prepared some estimated numbers regarding the amount to be returned to NVD. To be clear, these numbers are subject to change. Please see as follows:

Description	Amount (Pre-tax)	GST	Amount (Incl. GST)
Funds received December 14, 2022			\$3,750,774.00
Nomodic General Expense & Fee			
Show Suite	\$ 28,657.65	\$ 1,432.88	\$ 30,090.53
Windows	\$ 100,301.80	\$ 5,015.09	\$ 105,316.89
HVAC	\$ 191,051.04	\$ 9,552.55	\$ 200,603.59
Fabrication	\$ 170,599.02	\$ 8,529.95	\$ 179,128.97
Champion Costs			
Show Suite	\$ 180,000.00	\$ 9,000.00	\$ 189,000.00
HVAC	\$ 201,529.53	\$ 10,076.48	\$ 211,606.01
Other Charges Incurred Nomodic			
Additional time, labor, materials, costs, expenses, etc.	\$ 351,615.00	\$ 17,580.75	\$ 369,195.75
Shipping	\$ 30,222.00	\$ 1,511.10	\$ 31,733.10

Other Charges Incurred Champion			
Additional time, labor, materials, costs, expenses, etc.	\$ 136,741.38	\$ 6,837.07	\$ 143,578.45
Contingency*			
Nomodic	\$ 50,000.00	\$ 2,500.00	\$ 52,500.00
Champion	\$ 27,000.00	\$ 1,350.00	\$ 28,350.00
Total			\$ 1,541,103.29
Remainder			\$ 2,209,670.71

*This contingency amount has been set aside to account for unexpected costs that may be incurred in bringing this matter to a close, including for example storage costs and our administrative time that may be required to close everything out. In the event this amount is not fully expended, we will return any excess.

Nomodic completed its work in anticipation of the Target Date (January 2023) set out in the LNTP. Accordingly, we are entitled to receive the full General Expense and Fee. We have also spent significant additional time and energy, at NVD's request, to assist with preparing for the project. We need to be paid for that work and we are attaching an invoice related to those other charges incurred.

Subject to receiving the funds currently held by Champion, and from NVD a mutual release in a form satisfactory to Nomodic, we propose to return the remainder (\$2,209,670.71) described above. Upon receipt of the Champion funds and fully executed release, we can distribute the remainder to you.

Thank you,

Kevin Read | CEO
 Cell: 403.700.8029
 Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE
 Calgary, AB Canada T2X 3V1
nomodic.com



This message and all attachments are PRIVATE, and may contain information that is CONFIDENTIAL and PRIVILEGED. It is intended solely for the exclusive and confidential use of the designated recipient(s). If you are not the intended recipient, please do not read, distribute, or take action in reliance upon this message. If you received this message in error, please notify the sender immediately by reply email and delete this message and its attachments from your system immediately.

From: Michael Hale <mhale@nvdip.com>
Sent: Monday, August 21, 2023 6:53 PM
To: Kevin Read <kevin.r@nomodic.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: Re: [EXTERNAL] LNTP Funds Discussion

Thanks Kevin. I will track down a space for storage of ERVs.

In the meantime, I need confirmation of how much funds will transfer back to NVD this week. I appreciate there are some outstanding items to resolve, but that does affect the bulk of the funds.

Please confirm by tomorrow midday tomorrow that you will transfer the bulk of the funds (as set out in my original email) by end of this week.

It is fair to retain a portion of the funds for the small amounts you are discussing with Champion and for Nomodic's proposed costs. But it isn't fair that NVD continue to lose access to the more than \$2M in unallocated funds.

I remain available to discuss tomorrow, as we discussed on Friday.

Thanks
Michael

Michael Hale
Chief Executive Officer
Northern Vision Development LP

From: Kevin Read <kevin.r@nomodic.com>
Sent: Monday, August 21, 2023 5:30:13 PM
To: Michael Hale <mhale@nvdip.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: RE: [EXTERNAL] LNTP Funds Discussion

Hi Michael,

Thank you for taking my call on Friday. We appreciate your patience as we reconcile costs internally and with Champion.

As an update, we are awaiting a response and confirmation from Champion on two final outstanding items which we anticipate having by Thursday. Vacation season has made the process exceedingly difficult (I am currently on one myself).

In the meantime, E. H. Price has advised Champion of a critical shortage of warehouse space in Calgary and require us to remove the 4 palletes of ERV's. The same applies to the product manufactured and currently held at Johnson Controls (Wisconsin I believe). I would appreciate if you can advise where these units should be shipped to at your earliest convenience.

I will be in a position to address the specifics of your email below once the information is in from Champion later this week.

Regards,

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com



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From: Michael Hale <mhale@nvdip.com>
Sent: Monday, August 7, 2023 4:48 PM
To: Kevin Read <kevin.r@nomodic.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: [EXTERNAL] LNTP Funds Discussion

Kevin and Rick,

Below, I have inserted a table that captures our assumptions, and attached is the last Nomodic Progress Claim that we approved at our end. Rick raised the question around transport and I don't see that covered in this claim, so it may be that we aren't capturing all costs.

For clarity, any verifiable cost is not in dispute, so if you have proof of additional transport costs for the show suite, we are happy to address in this process.

In terms of work done by Nomodic between December (when the funds were transferred) and now, we are looking for a credit on the interest earned on our funds. We have inserted an amount in the table based on our calculations, but we acknowledge this item is a discussion point that is unresolved.

For the HRVs, our acceptance of the \$890K is subject to Champion providing a full accounting of the purchase, proof of payment and a verifiable inventory of the materials being transferred.

Based on below we propose the Nomodic immediately transfer \$2,250,000 to NVD. That would leave just over \$150,000 on high ground, plus the interest earnings of more than \$100,000, to address outstanding costs. For clarity, we do not see how Nomodic/Champion could claim anywhere near that amount, but we also want to leave enough funds in place to address unanticipated or unknown costs.

Thanks,
Michael

COSTS

\$ 3,572,149.52 Original transfer

\$ 42,925.00 Design Assist Support payment

\$ 208,657.66 Show Suite

\$ 890,272.67 HRV purchase (still needs to be confirmed)

\$ 2,430,294.19 Remaining amount

\$ 27,000.00 Champion Extras (still to be confirmed)

\$ 2,403,294.19 Total available for release of funds before Nomadic costs

UNKNOWN Assumed Nomadic costs

CREDITS

\$ 110,000.00 Assumed interest earned by Nomadic = average rate of 4.75% for 8 months



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

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Hyatt Hotel - Accounting as of Sept. 18th 2023

Pre-Payment #1: \$ 2,110,500.00

Description:	Details:	Vendor:	Model #:	Quantity:	Address of Location:	PO Amount:	Total Invoice:	Minus Showsuite Billing:	Remaining Cost:
Show Suite Build		Champion	N/A	1	Shipped	\$ 180,000.00	\$ 180,000.00	\$ -	\$ 180,000.00
Mechanical Install - Showsuite	Contractor invoice for show suite work. Only 1.5% was picked up on show suite invoice as cost was divided over the 66 total units.	PadCar	N/A	1	N/A	\$ 21,150.00	\$ 21,150.00	\$ 320.45	\$ 20,829.55
Tile Install - Showsuite	Contractor invoice for show suite work. Only 1.5% was picked up on show suite invoice as cost was divided over the 66 total units.	HTR (Tile)	N/A	1	N/A	\$ 9,465.84	\$ 8,072.93	\$ 122.32	\$ 7,950.61
Mech - ERVs	Approved pre-order due to lead time	EH Price-PO (016-072556)	Lifebreath - Metro 120ERVD	101	Calgary, AB	\$ 98,120.00	\$ 98,120.00	\$ 1,800.00	\$ 96,320.00
Mech - ERVs	Approved pre-order due to lead time	EH Price-PO (016-072556)	Lifebreath - Metro 120ERVD	16	Medicine Hat, AB	\$ -	\$ -	\$ -	\$ -
Mech - Heat Pumps	Cancellation of pre-order	Johnson Controls-PO (016-072264)	N/A	N/A	N/A	\$ 67,660.93	\$ 67,660.93	\$ -	\$ 67,660.93
Window Shop Dwgs/ Stamping	Invoice for shop drawing review	PlyGem	N/A	N/A	N/A	\$ -	\$ 4,062.00	\$ -	\$ 4,062.00
Plant purchased materials & freight	Materials brought in for show suite and remaining modules due to min. order requirements. (See Inventory List)	Champion	N/A	See Inventory	Medicine Hat, AB	\$ -	\$ 4,706.44	\$ -	\$ 4,706.44
Storage - HC Container rental	2 month rental to store ERVs/Other	The Container Guy	N/A	1	Medicine Hat, AB	\$ 1,100.00	\$ 1,100.00	\$ -	\$ 1,100.00

Material Sub Total: \$ 382,629.53
 GST (5%): \$ 19,131.48
Material Totals: \$ 401,761.01

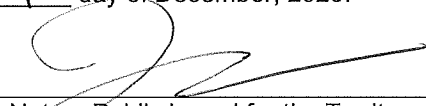
Labour Description:	Details:	Vendor:	Model #:	Quantity:	Address of Location:	PO Amount:	Total Invoice:	Minus Showsuite Billing:	Remaining Cost:
Project Manager Labour	Champion labour hours put into the project in assistance to design phase, procurement, drafting, engineering review etc.	Champion	N/A	N/A	N/A	N/A	\$ 67,080.45	\$ -	\$ 67,080.45
Material Handling/ Storage	Champion labour hours put into the project for material receivables and storage of items	Champion	N/A	N/A	N/A	N/A	\$ 2,500.00	\$ -	\$ 2,500.00

Labor Totals: \$ 69,580.45

Total: \$ 471,341.46

Balance from Deposit: \$ 1,639,158.54

This is **Exhibit "H"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon

Jocelyn Barrell
Print name and expiry / Lawyer / Student-at-Law

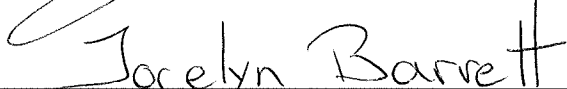
**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Description	Amount (Pre-tax)	GST	Amount (Incl. GST)
Funds received December 14, 2022			\$ 3,750,774.00
<i>Nomodic General Expense & Fee:</i>			
Show suite	\$ 28,657.65	\$ 1,432.88	\$ 30,090.53
Windows	\$ 100,301.80	\$ 5,015.09	\$ 105,316.89
HVAC	\$ 191,051.04	\$ 9,552.55	\$ 200,603.59
Fabrication	\$ 170,599.02	\$ 8,529.95	\$ 179,128.97
<i>Champion Costs:</i>			
Show Suite	\$ 208,780.16	\$ 10,439.01	\$ 219,219.17
HVAC	\$ 163,980.93	\$ 8,199.05	\$ 172,179.98
<i>Other Charges Incurred by Nomodic:</i>			
Additional time, labour, materials, costs, expenses, etc.	\$ 296,194.57	\$ 14,809.73	\$ 311,004.30
Shipping	\$ 30,222.00	\$ 1,511.10	\$ 31,733.10
<i>Other Charges Incurred by Champion:</i>			
Additional time, labour, materials, costs, expenses, etc.	\$ 79,448.89	\$ 3,972.44	\$ 83,421.33
		Subtotal	\$ 1,332,697.86
		Remainder	\$ 2,418,076.14

This is **Exhibit "I"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon,



Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

BETWEEN:

NORTHERN VISION DEVELOPMENT LIMITED PARTNERSHIP (“NVD”)

- and -

NOMODIC MODULAR STRUCTURES INC. (“NOMODIC”)

- and -

CHAMPION CANADA INTERNATIONAL ULC (“CHAMPION”)

Background

- A. NVD and Nomodic entered into a Limited Notice to Proceed on or about December 7, 2022 (the “**Nomodic LNTP**”) for the purchase, fabrication, delivery and installation of 117 hotel modular rooms (the “**Project**”).
- B. Nomodic and Champion entered into a Limited Notice to Proceed on or about December 6, 2022 (the “**Champion LNTP**”) for the fabrication services in relation to the Project.
- C. NVD paid \$3,750,774.00 to Nomodic on December 14, 2022.
- D. NVD terminated the Nomodic LNTP on July 17, 2023.
- E. NVD, Nomodic and Champion have reached a settlement of all issues outstanding between them, including relating to the reasonable costs, expenses, and termination charges under the Champion LNTP and under the Nomodic LNTP, pursuant to the terms of this Mutual Release and Settlement Agreement (the “**Agreement**”).

Agreement

For good and valuable consideration, as set out below, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

- 1. Nomodic shall refund \$2,405,490.71 to NVD on or before October 6th, 2023 by way of certified cheque, bank draft or wire.
- 2. Champion represents and warrants that all work, services, materials and goods invoiced by Champion for the Project, have been or will be delivered to NVD by the deadline set out herein.
- 3. Nomodic represents and warrants that all work, services, materials and goods invoiced by Nomodic for the Project, have been or will be delivered to NVD by the deadline set out herein.

4. Champion shall hand over to NVD all work performed and/or goods purchased for the Project by or before October 6th, 2023.
5. Nomodic shall hand over to NVD all work performed on and /or goods purchased for the Project by or before October 6th, 2023.
6. Each of NVD, Nomodic and Champion and their respective affiliated corporations, partnerships, and any and all of their respective officers, directors, employees, agents, successors and assigns, do hereby release and forever discharge one another from any and all actions, causes of action, applications, debts, dues, accounts, bonds, covenants, contracts, complaints, obligations, duties, breaches of contract, breaches of duty or any relationship, acts, omissions, compensations, promises, damages, costs, losses, expenses, claims for interest or disbursements, remedies for losses, choses in action, entitlements, liabilities, demands, rights of indemnity and all other claims and rights, whether or not known or anticipated, which any of the parties had, now has or may in the future have against any other party related to the Project, the work or materials supplied by Nomodic or Champion, the Nomodic LNTP, the Champion LNTP, or arising out of or in any way related to the termination costs, expenses and charges under each of the Champion LNTP and the Nomodic LNTP (the “**Claims**”).
7. The parties agree to keep the terms of settlement and the preceding settlement discussions, strictly confidential, except as disclosure of such is required by law or to provide disclosure to financial or legal advisors. If such disclosure is required, the parties will take all reasonable steps to have the confidentiality of the information maintained for all other purposes by any person or entity to whom the required disclosure is made, and shall notify the other party through their counsel in advance of making such disclosure.
8. The parties undertake and agree not to make any claim or take any proceedings against any person, partnership, corporation, or other such entity which might be entitled to claim contribution, indemnity, or other relief over against any other party under the provisions of any statute or otherwise with respect to any of the matters to which this release applies.
9. In the event that the any party should hereafter commence any proceedings involving any Claims against any other party, or any third party, relating to the matters dealt with in this release, this document may be raised as an estoppel to any such Claims in the proceedings by any of the parties.
10. The parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person, partnership, corporation, or other such entity, any of the Claims released above, nor any of the matters about which it agrees herein not to make any claim or take any proceedings.
11. The parties represent and warrant that no consent, approval, waiver or other intervention or involvement of any kind by any other party is required for the effective release of the Claims or the effective execution of this release.

12. This Agreement is to be governed by and interpreted in accordance with the laws of the Yukon Territory and the parties submit to the exclusive jurisdiction of the courts of the Yukon Territory connection with any dispute or interpretation regarding this release.
13. This Agreement may be signed in whole or in part by way of email transmission and the parties agree to accept and rely upon such email as if it contained original signatures and such email release shall have the same force and effect as an original document.
14. IN SIGNING THIS AGREEMENT, the parties acknowledge they have been given sufficient time to consider their actions and to seek legal advice as they deem appropriate with respect to this matter and the terms of this document. The parties voluntarily accept the terms of this document for the purpose of making full and final compromise, adjustment and settlement of all Claims as set out above. The parties further acknowledge that, other than the consideration promised herein, no representation of fact or opinion, threat or inducement has been made or given by any party to induce the signing of this Release.

**NORTHERN VISION DEVELOPMENT
PARTNERSHIP**

Per: Michael Hale
Name: Michael Hale
Title: CEO

I have the authority to bind the corporation.

NOMODIC MODULAR STRUCTURES INC.

Per: Kevin Read
Name: Kevin Read
Title: Chief Executive Officer

I have the authority to bind the corporation.



**CHAMPION CANADA INTERNATIONAL
ULC**

Per: Ken Volk
Name: Ken Volk
Title: Director, Business Development

I have the authority to bind the corporation.

Signature Certificate

Reference number: NKCAB-ZXTBY-3UTOK-GSHMB

Signer	Timestamp	Signature
Kevin Read Email: kevin.r@nomodic.com Sent: 27 Sep 2023 17:10:26 UTC Viewed: 27 Sep 2023 17:12:47 UTC Signed: 27 Sep 2023 17:13:47 UTC Recipient Verification: ✓Email verified 27 Sep 2023 17:12:47 UTC		 IP address: 68.146.157.78 Location: Calgary, Canada
Ken Volk Email: kvolk@championhomes.com Sent: 27 Sep 2023 17:10:26 UTC Viewed: 27 Sep 2023 17:19:50 UTC Signed: 27 Sep 2023 17:20:48 UTC Recipient Verification: ✓Email verified 27 Sep 2023 17:19:50 UTC		 IP address: 69.110.166.79 Location: Mansfield, United States

Document completed by all parties on:
27 Sep 2023 17:20:48 UTC

Page 1 of 1




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Signature Certificate

Reference number: OCFA9-AXNSX-T6NJ4-HLLOB

Signer	Timestamp	Signature
Michael Hale Email: mhale@nvdlp.com		
Sent:	28 Sep 2023 15:44:25 UTC	
Viewed:	28 Sep 2023 16:05:30 UTC	
Signed:	28 Sep 2023 16:05:46 UTC	
Recipient Verification: ✓Email verified	28 Sep 2023 16:05:30 UTC	IP address: 209.53.188.50 Location: North Vancouver, Canada

Document completed by all parties on:
28 Sep 2023 16:05:46 UTC

Page 1 of 1

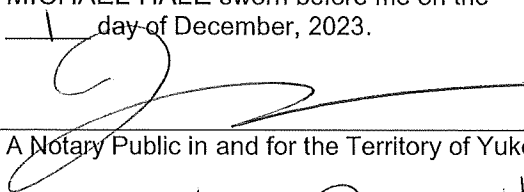


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This is **Exhibit "J"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon

Jocelyn Barrett
Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Gil Miciak

From: Michael Hale
Sent: October-06-23 15:08
To: Rick Welch
Subject: FW: NVD Funds

Rick,

Please see email below. Given the out of office on Kevin's email, I need you to call me back.

Michael



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

From: Michael Hale
Sent: Friday, October 6, 2023 2:06 PM
To: Ken Volk <KVolk@championhomes.com>; Kevin Read <kevin.r@nomodic.com>
Cc: Rich Thompson <rich.thompson@zginc.ca>
Subject: NVD Funds

Ken and Kevin,

I am writing because our settlement is contingent on return of funds to NVD by end of day today. As of yet, that condition hasn't been met.

Ken, I am including you on this email, because Kevin has indicated that the majority of our funds are being held by Champion.

I have tried to reach both of you by phone. If I can't reach you, we will send a letter out first thing Tuesday regarding our view on the settlement.

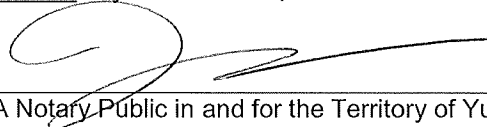
Thanks,
Michael



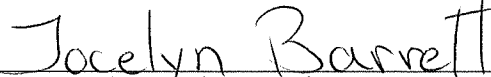
Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

This is **Exhibit "K"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon

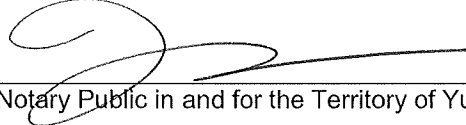


Print name and expiry / Lawyer / Student-at-Law

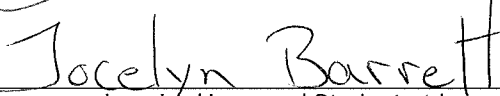
**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Description	ATB FINANCIAL v. MONODIC MODULAR STRUCTURES INC ET AL - Commercial Hearing - Justice D.B. Nixon Presiding - Clerk: Garry Squirell - VC-60		
Date	Oct/06/2023	Location	CCC1702QB
Time	Speaker	Note	
<u>1:52:04 PM</u>	Clerk	Garry Squirell	
<u>1:52:05 PM</u>	Clerk	Mic Test - Playback Confirmed	
<u>1:52:06 PM</u>	Justice	D.B. Nixon	
<u>1:52:07 PM</u>	Clerk	All parties exclusive of the clerk appear remotely via WebEx Video Conference unless otherwise noted	
<u>1:52:08 PM</u>	Action	ATB FINANCIAL v. MONODIC MODULAR STRUCTURES INC ET AL - No Action Number at this time.	
<u>1:52:09 PM</u>	Application	Commercial Hearing - Bankruptcy Order	
<u>1:52:10 PM</u>	Applicant	Pantelis Kyriakakis McCarthy Tétrault LLP 4000-421 7th Ave. S.W. Calgary, Alberta T2P 4K9 Phone: 403-260-3536 Fax: 403-260-3501 Email: pkyriakakis@mccarthy.ca	
<u>1:52:11 PM</u>	Respondent	No One Appears	
<u>2:01:53 PM</u>	Clerk	Court Opens	
<u>2:01:56 PM</u>	Justice	Speaks to received and reviewed the materials	
<u>2:02:48 PM</u>	Applicant	Begins submissions	
<u>2:02:55 PM</u>		Confidence Monitoring	
<u>2:14:23 PM</u>		Details in Mr. Ashraf's affidavit at paragraph 44	
<u>2:14:34 PM</u>		Confidence Monitoring	
<u>2:15:59 PM</u>		3.07 million dollar debt	
<u>2:16:10 PM</u>		Confidence Monitoring	
<u>2:17:45 PM</u>		Will finish filling in the Consent Order and will send it in for signature	
<u>2:18:06 PM</u>		Confidence Monitoring	
<u>2:20:25 PM</u>	Justice	Begins reasons for decision	
<u>2:21:04 PM</u>	Order	The order will issue as currently drafted	
<u>2:21:16 PM</u>		Confidence Monitoring	
<u>2:21:47 PM</u>	Justice	Will have the Applicant provide the final copy of the order through his assistant for execution	
<u>2:22:43 PM</u>		Confidence Monitoring	
<u>2:23:08 PM</u>	Clerk	Court Closes	
<u>2:47:26 PM</u>	Clerk	FTR Certification	

This is **Exhibit "L"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.



A Notary Public in and for the Territory of Yukon



Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

CASES RQ0033

CALGARY

23/11/2023 15:14:54 PAGE 0001

BANKRUPTCY

PROCEDURE RECORD PRINT

ACTION NO:	BB201 996918	BANKRUPTCY OF:	NOMODIC MODULAR STRUCTUR FTI CONSULTING CANADA IN				
ACTIVITY DESCRIPTION	LITIGANTS HEARING DATE & TYPE	AMOUNT RESULT	EXPLANATION APPLICATION	JUSTICE/MASTER	DATE FILED	LAW FRM	
APPLICATION FOR BANKRUPTC	06OCT2023 COM	HRD	BANKRUPTCY ORDER		13OCT2023	MT	
CONSENT			BY TRUSTEE - FTI		13OCT2023	MT	
AFFIDAVIT			MUHAMMAD ASHRAF		13OCT2023	MT	
BANKRUPTCY ORDER	NOMODIC MODULAR STRUCTUR		ADJUDGED BANKRUP	D.B. NIXON, J.C.K.B.	13OCT2023	MT	
CERTIF OFF.REC. ORDINARY		\$150	REC 13/10/2023//C101046		13OCT2023	MT	
AFF'D SERVICE REGIST.MAIL	NOMODIC MODULAR STRUCTUR		W/AP, AF, CONSENT		16NOV2023	MT	

*** END OF ACTIVITIES ***
*****END OF REPORT*****

CASES RQ0033

CALGARY

23/11/2023 15:54:54 PAGE 0001

BANKRUPTCY

PROCEDURE RECORD PRINT

ACTION NO: BB201 997541 BANKRUPTCY OF: NOMODIC MODULAR STRUCTUR FTI CONSULTING CANADA IN

ACTIVITY DESCRIPTION	LITIGANTS HEARING DATE & TYPE	AMOUNT RESULT	EXPLANATION APPLICATION	JUSTICE/MASTER	DATE FILED	LAW FRM
APPLICATION FOR BANKRUPTC	06OCT2023 COM	HRD	BANKRUPTCY ORDER		13OCT2023	MT
CONSENT			BY TRUSTEE- FTI		13OCT2023	MT
AFFIDAVIT			MUHAMMAD ASHRAF		13OCT2023	MT
BANKRUPTCY ORDER			ADJUDGED BANKRUP	D.B. NIXON, J.C.K.B.	13OCT2023	MT
CERTIF OFF.REC. ORDINARY		\$150	REC/C101044//13/10/23		13OCT2023	MT
AFF'D SERVICE REGIST.MAIL	NOMODIC MODULAR STRUCTUR		W/AP,AF,CONSENT		16NOV2023	MT

*** END OF ACTIVITIES ***
*****END OF REPORT*****

CASES RQ0033

CALGARY

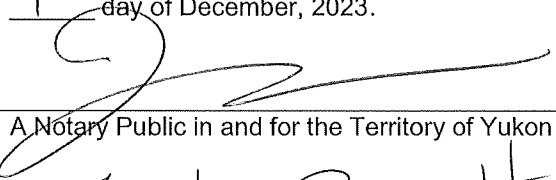
23/11/2023 15:14:24 PAGE 0001

BANKRUPTCY

PROCEDURE RECORD PRINT

ACTION NO:	BB201 997457	BANKRUPTCY OF:	AITHRA PROJECTS INC.		FTI CONSULTING CANADA IN	
ACTIVITY DESCRIPTION	LITIGANTS HEARING DATE & TYPE	AMOUNT RESULT	EXPLANATION APPLICATION	JUSTICE/MASTER	DATE FILED	LAW FRM
APPLICATION FOR BANKRUPTC	06OCT2023 COM	HRD	BANKRUPTCY ORDER		13OCT2023	MT
AFFIDAVIT			MUHAMMAD ASHRAF		13OCT2023	MT
CONSENT			BY TRUSTEE- FTI CONSULT		13OCT2023	MT
BANKRUPTCY ORDER	AITHRA PROJECTS INC.		ADJUDGED BANKRUP	D.B. NIXON, J.C.K.B.	13OCT2023	MT
CERTIF OFF.REC. ORDINARY		\$150	REC13/10/2023/C101048/L		13OCT2023	MT
AFF'D SERVICE REGIST.MAIL	AITHRA PROJECTS INC.		W/AP, AF, CONSENT		16NOV2023	MT
*** END OF ACTIVITIES ***						
*****END OF REPORT*****						

This is **Exhibit "M"** referred to in the affidavit of
MICHAEL HALE sworn before me on the
1 day of December, 2023.


A Notary Public in and for the Territory of Yukon

Jocelyn Barrett
Print name and expiry / Lawyer / Student-at-Law

**JOCELYN BARRETT
BARRISTER & SOLICITOR
LAMARCHE, LANG & BARRETT
505 LAMBERT STREET
WHITEHORSE, YUKON Y1A 1Z8
(867) 456-3300**

Gil Miciak

From: Ryan Quinlan
Sent: October-18-23 09:14
To: 'Browning, Cameron'
Cc: Helkaa, Deryck; 'pkyriakakis@mccarthy.ca'
Subject: RE: [External] RE: Nomodic and NVD
Attachments: Notice to Creditors Package - NMS.pdf; Nomodic Return Deposit Account Details.pdf

Good morning Deryck and Cameron,

Further to the below, I have been able to get myself somewhat up to speed on this matter since being contacted by Northern Vision Development LP ("NVD") on Friday. As you know, NVD is listed as one of the creditors in the attached notice to creditors package for Nomodic Modular Structures Inc. ("Nomodic"). I appreciate that the proof of claim process is just getting underway, but I am hoping that you can provide some information on a discrepancy, which goes to how we complete our claim and/or the process going forward that may now be applicable. As was discussed is part below, it is/was our intent to file a property proof of claim pursuant to section 81 of the BIA in respect of certain funds that were being held by Nomodic in trust for NVD; and therefore, not the property of Nomodic, including without limitation the sum of \$1,639,158.54 which was transferred to Nomodic by Champion Canada International ULC ("Champion") pursuant to the attached draft/ cheque provided to us by Champion.

I note in passing that this draft/cheque from Champion is almost certainly the "Additional Cheque" referred to in the Affidavit of Mr. Ashraf on behalf of ATB filed in support of the Bankruptcy Order. The numbers match, as does the circumstances and the fact that ATB was made aware of "completing claims" in respect of the "Additional Cheque". Mr. Ashraf's Affidavit suggests that such information came from Nomodic, but we also understand from Champion that it also directly made ATB aware that such funds were provided by Champion to Nomadic for the specific and sole purpose of being transferred immediately to NVD pursuant to an agreement between the three parties (NVD, Champion and Nomodic).

It appears that the Champion draft/cheque was deposited at approximately 3:34 pm on the day that the Bankruptcy Order was granted. The deposit transit/FI numbers on that attached transaction record seems to match those registered to the ATB Calgary Deerfoot Meadows branch, according to an internet search I have completed. Was it the trustee that deposited this draft / cheque? Or was it someone at Nomodic? Or was it given to ATB or some other lender? I would be grateful if you could advise.

However, and in any event, the Statement of Affairs indicates (unless I am missing something) that there is no cash on hand or amounts in any bank accounts. Is my understanding correct? If so, please advise if the trustee is aware of location and status of the \$1,639,158.54.

I note in Mr. Ashraf's Affidavit he swears that ATB is owed \$3,073,408.50 as of October 6, 2023. In the Statement of Affairs, it states that ATB is now owed \$1,428,756.34. That is a difference of \$1,644,652.16. Has ATB taken those funds and applied it to their debt?

I have copied Pantelis, as counsel for ATB in this matter, so that he is at least aware of my involvement and the questions I am asking in case he needs to obtain information and/or instructions directly. I am happy to discuss directly with Pantelis if that is most efficient and appropriate.

If ATB has taken and applied these funds to its indebtedness, which may or may not be the case:

1. I would be grateful Pantelis if you could advise on the bank's position as to purported ability or authority (or abilities or authorities if more than one) to do so in order for us to consider the same;
2. I will have further questions for Deryck and Cameron as to whether they view the appropriate process as NVD submitting a property proof of claim in the bankruptcy, or whether it is simply now a contested Court hearing between NVD and ATB on the entitlement to those funds, if no consensual resolution is reached, without any formal property proof of claim being filed.

I will wait to hear from everyone shortly, but for now I will simply state that NVD, by this email, provides notice of its trust claim in respect of the \$1,639,158.54 (potentially amongst other amounts) that was provided to Nomodic by Champion shortly before bankruptcy and cashed on the day of the Bankruptcy Order so that everyone has prompt notice of the claim and can treat the funds in the interim accordingly. I appreciate that NVD will have to provide evidence to prove its trust claim for the trustee (and potentially ATB), and we are in the process of putting together Affidavits and getting further evidence and information from the other applicable parties related to these funds. As such, we also hereby provide notice that in the interim we do not agree with or consent to any dealing, transfer, application or other use of the funds subject to NVD's trust claim.

Thanks,

Ryan

From: Browning, Cameron Cameron.Browning@fticonsulting.com

Sent: Sunday, October 15, 2023 1:30 PM

To: Ryan Quinlan rquinlan@dcllp.com

Cc: Helkaa, Deryck Deryck.Helkaa@fticonsulting.com

Subject: RE: [External] RE: Nomodic and NVD

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,

We will update our records to include you in future correspondence. Also, please find attached the notice to creditors package (includes proof of claim form) which was sent by mail to Northern Vision Development LP last week.

Thanks,

Cameron Browning

+1.403.454.6037 T | +1.403.969.3720 M

cameron.browning@fticonsulting.com

From: Ryan Quinlan <rquinlan@dcllp.com>

Sent: Sunday, October 15, 2023 12:04 PM

To: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>

Cc: Browning, Cameron <Cameron.Browning@fticonsulting.com>

Subject: [EXTERNAL] FW: [External] RE: Nomodic and NVD

Good afternoon Deryck,

Please be advised that we have been retained by Northern Vision Development LP in respect of the bankruptcy of Nomodic Modular Structures Inc. et al. Any future correspondence can be directed to our attention.

I would be grateful if you could provide us when able with a copy of the normal bankruptcy package that would be sent to creditors, as well as a property proof of claim form (if you have one for this matter).

Thank you,

Ryan

Ryan Quinlan
Partner
Duncan Craig LLP
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta, T5J 3V9

DUNCAN CRAIG LLP
LAWYERS MEDIATORS

Tel: [+1 780.441.4336](tel:+1780.441.4336)
Toll-free: [1.800.782.9409](tel:1800.782.9409)
Fax: [780.428.9683](tel:780.428.9683)
Email: rquinlan@dcllp.com
Web: dcllp.com



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Please note that errors can occur in electronically transmitted materials. We do not accept liability for any such errors. If verification is required please ask for a hard copy.

From: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Sent: Thursday, October 12, 2023 3:38 PM
To: Michael Hale <mhale@nvdip.com>
Cc: Browning, Cameron <Cameron.Browning@fticonsulting.com>
Subject: RE: [External] RE: Nomodic and NVD

Deryck Helkaa
Senior Managing Director
Corporate Finance & Restructuring

FTI Consulting
+1.403.454.6031 D
+1.403.681.3195 C
Deryck.helkaa@fticonsulting.com

1610, 520 – 5th Ave S.W.
Calgary, AB T2P 3R7 Canada
www.fticonsulting.com

From: Michael Hale <mhale@nvdip.com>
Sent: Thursday, October 12, 2023 4:38 PM
To: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Cc: Browning, Cameron <Cameron.Browning@fticonsulting.com>
Subject: [EXTERNAL] RE: [External] RE: Nomodic and NVD

No attachment



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

From: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Sent: Thursday, October 12, 2023 3:37 PM
To: Michael Hale <mhale@nvdip.com>
Cc: Browning, Cameron <Cameron.Browning@fticonsulting.com>
Subject: RE: [External] RE: Nomodic and NVD

Sorry I thought we provided the bankruptcy order, but if not here is the copy. We are finalizing the bankruptcy statutory materials and will be mailed out today or tomorrow. We can email a copy for your reference once filed. Cam, can you send Michael a copy when filed.

Thanks

Deryck Helkaa
Senior Managing Director
Corporate Finance & Restructuring

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+1.403.681.3195 C
Deryck.helkaa@fticonsulting.com

1610, 520 – 5th Ave S.W.
Calgary, AB T2P 3R7 Canada
www.fticonsulting.com

From: Michael Hale <mhale@nvdip.com>
Sent: Thursday, October 12, 2023 4:34 PM
To: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Subject: [EXTERNAL] RE: [External] RE: Nomodic and NVD

Has this gone out?



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

Honoured to live and work in the traditional territories of the Ta'an Kwatch'an Council and the Kwanlin Dun First Nation

From: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Sent: Thursday, October 12, 2023 6:59 AM
To: Michael Hale <mhale@nvdip.com>
Subject: RE: [External] RE: Nomodic and NVD

Thanks – we will be sending out the bankruptcy notice today and can email you a copy

Deryck Helkaa
Senior Managing Director
Corporate Finance & Restructuring

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Deryck.helkaa@fticonsulting.com

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www.fticonsulting.com

From: Michael Hale <mhale@nvdip.com>
Sent: Wednesday, October 11, 2023 10:40 PM
To: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Subject: [EXTERNAL] Re: [External] RE: Nomodic and NVD

Hi Deryck,

Jerritt will not be able to serve as our counsel, due to a conflict.

We are in the midst of hiring a new representative and expect to have that addressed by Friday.

In interim, please send me the court documents related to the filing.

I also want to reiterate our very clear position - that the NVD funds held on deposit by Nomodic and Champion are not and never were assets to be included in any bankruptcy proceedings for Nomodic.

We intend to vigorously defend that view.

I know we have had this conversation previously, but given our challenges in obtaining counsel who aren't conflicted out, I did need to express our view in writing

If you can send the court documents first thing tomorrow, we will start our review.

Thanks
Michael

Michael Hale
Chief Executive Officer
Northern Vision Development LP

From: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Sent: Saturday, October 7, 2023 8:38:13 AM
To: Michael Hale <mhale@nvdip.com>
Subject: [External] RE: Nomodic and NVD

*** WARNING: This message comes from an external source. Please be careful when opening links and attachments.

Thanks for the email also your call last night. I can confirm that Nomodic was petitioned into bankruptcy late yesterday afternoon. FTI Consulting was appointed the bankruptcy trustee.

I can send you over a copy of the bankruptcy order for your records but have not received the stamped copy back from Court – I should receive it shortly. But I did have confirmation from counsel that the order was granted.

I will be meeting with some former employees of Nomodic early next week and will have more information at that time.

In the meantime, I can confirm that the bank accounts have been frozen so funds will not be moving etc.

It would be helpful if you could send me any supporting information you have (original deposit, agreement etc.) I assume the company will also have this but if you could send it to me in the meantime we can look at it.

Thanks

Deryck Helkaa
Senior Managing Director
Corporate Finance & Restructuring

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Deryck.helkaa@fticonsulting.com

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Calgary, AB T2P 3R7 Canada
www.fticonsulting.com

From: Michael Hale <mhale@nvdip.com>
Sent: Saturday, October 7, 2023 8:59 AM
To: Helkaa, Deryck <deryck.helkaa@fticonsulting.com>
Subject: [EXTERNAL] Nomodic and NVD

Mr. Helkaa,

I am reaching out regarding the Nomodic issue I believe you are overseeing. While I completely understand that it is a long weekend and that we are in the early stages of this process, I need to communicate with my Board today and I am hoping for a brief discussion to address our very specific circumstances.

I believe Rick Welch spoke to you, but for a very brief background:

- Nomodic was holding roughly \$2.4M in trust for NVD related to a project that did not proceed
- These funds do NOT constitute a Nomodic asset and should not, in our view, be held as part of the CCAA process
- We have contracts showing that the funds were to be held in trust
- We have an agreement ending the relationship that confirms that Nomodic was to return the \$2.4M held in Trust
- We also have extensive communication (in writing) about the nature of these funds, as well as a third party (Champion Homes Ltd.) who can verify the arrangement

I would appreciate a few minutes of your time to discuss the file, so that I can provide some clarity to our Board about the status of those funds, process timelines, etc.

Recognizing that there are likely to be many companies that are seeking your time, I do believe our situation is unique and I am hoping you can carve out a few minutes to day to connect.

My cell is 867-332-4326 and you now have my email. If you are able, please call or respond to this email as soon as you are able to.

Thanks,
Michael



Michael Hale
Chief Executive Officer
Northern Vision Development LP
P: 867-668-7886

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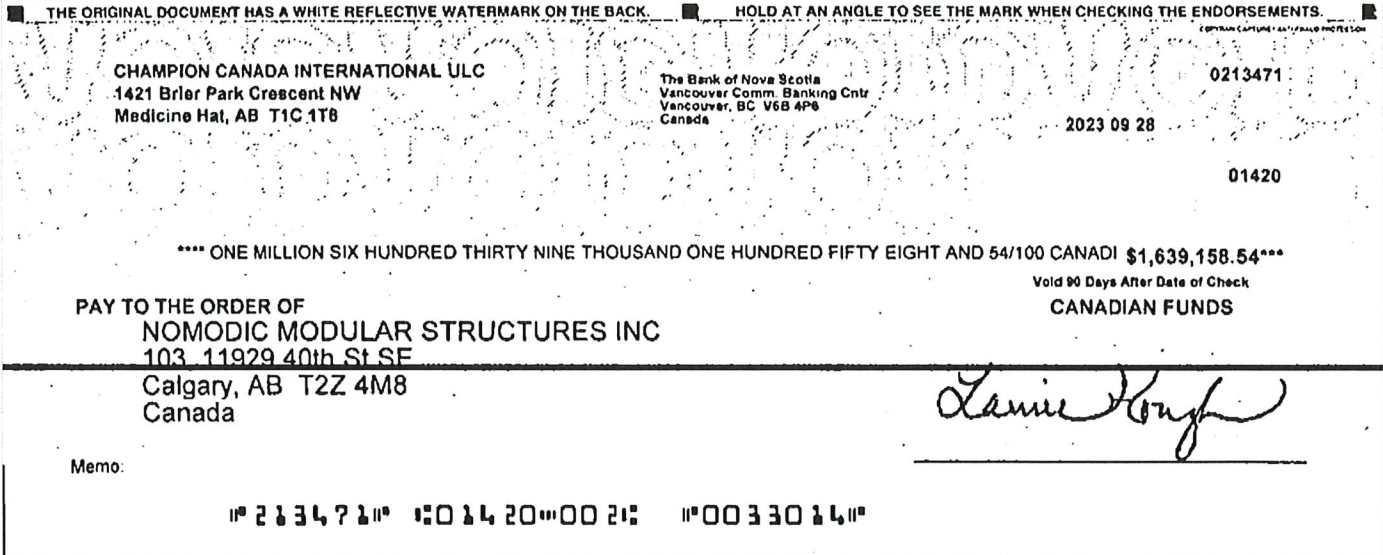
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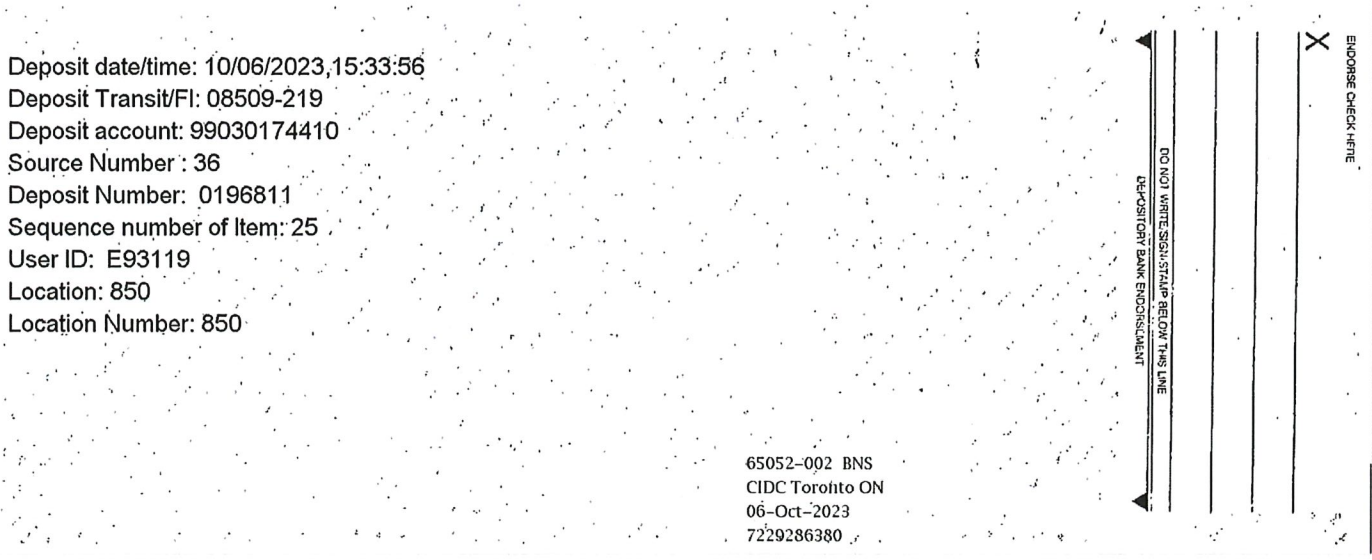
Transaction Details

Print

Front Image



Back Image



Account Number	01420 00330 14	Account Name	Champion General
Account Type	DDA	Currency	CAD
Amount	Debit \$1,639,158.54		

10/16/23, 9:37 AM

ScotiaConnect - Account Details

Value Date 10/06/2023

Post 10/06/2023 23:05
Date/Time

Agent Id

Origin 01420
Transit

Description CHEQUE~213471

Close