

February 28, 2025

# IN THE MATTER OF THE BANKRUPTCY OF HD ENERGY RENTALS LTD OF THE CITY OF CALGARY IN THE PROVINCE OF ALBERTA

To all known creditors of HD Energy Rentals Ltd.

Enclosed are the following documents:

- Form 68
  - Notice of First Meeting of Creditors;
- Form 78
  - Statement of Affairs;
  - Creditors Listing;
- Bankruptcy Order; and
- Form 31 & 36
  - o Proof of Claim / Proxy and related instructions.

Please complete your proof of claim form and submit it with required documentation to Hailey Liu by email at Wolverine@fticonsulting.com or by fax at (403) 232-6116.

Yours truly,

FTI Consulting Canada Inc.

Deryck Helkaa, CIRP, LIT, CPA Senior Managing Director District of:

Alberta

Division No.

02 - Calgary

Court No.

25-3191526

Estate No.

25-3191526

\_FORM68\_ Notice of Bankruptcy, First Meeting of Creditors (Subsection 102(1) of the Act) X Original Amended

In the Matter of the Bankruptcy of HD Energy Rentals Ltd. of the city of Edmonton in the Province of Alberta

#### Take notice that:

- 1. HD Energy Rentals Ltd. filed (or was deemed to have filed) an assignment (or a bankruptcy order was made against HD Energy Rentals Ltd.) on the 21st day of February 2025 and the undersigned, FTI Consulting Canada Inc., was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court); subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.
- 2. The first meeting of creditors of the bankrupt will be held on the 12th day of March 2025 at 10:40 AM at Microsoft Teams, N/A or https://www.microsoft.com/en-ca/microsoft-teams/join-a-meeting, Meeting ID: 226 629 133 616; Passcode: f6aR9ec9, +1 587-319-2925,,835864416#.
- 3. To be entitled to vote at the meeting, a creditor must file with the trustee, before the meeting, a proof of claim and, where necessary, a proxy.
- 4. Enclosed with this notice are a proof of claim form, proxy form and list of creditors with claims amounting to \$25 or more showing the amounts of their claims.
- 5. Creditors must prove their claims against the estate of the bankrupt to share in any distribution of the proceeds realized from the estate. Dated at the city of Calgary in the Province of Alberta, this 26th day of February 2025.

FTI Consulting Canada Inc. - Licensed Insolvency Trustee

Per:

Deryck Helkaa Licensed Insolvency Trustee Suite 1610, 520 - 5th Ave S.W.

Calgary AB T2P 3R7

Phone: (403) 454-6032 Fax: (403) 232-6116

District of: Division No. Court No. Estate No.	Alberta 02 - Calgary			-	<b>∠</b> Original	Amended	
	(3	Subsection 49(2) and	Statement of Affairs	rm 78 (Corporate Bankruptcy) he Act / subsections 50(2) and 62(1) of the Ac	<b>x</b> ()		
	`	.,		r of the Bankruptcy of	,		
				ergy Rentals Ltd.			
				city of Edmonton			
To the bankrupt:			in the P	rovince of Alberta			
You are required	2025. When comp	leted, this form and	the applicable attachm	able attachments showing the state of your afferents will constitute the Statement of Affairs cases		* 100 UE	
Give reasons for the bankr	rupt's/debtor's financ	ial difficulty (Select all th	at apply and provide deta	is):			
Negative market condii x Lack of Working Capita Overhead Increasing Faulty Accounting; Provide relevant details:	al/Funding,	tructure or Business Mo	gislated or Regulatory Re	mic Downtum; Poor Financial Performance strictions; Natural Disaster; Increas ful Marketing Initiatives; Personal Issues;	; Legal Matte sed Cost of Doing Bus Poor Managem		
	ASSI	FTS		Liabilit	TES		
(totals from th		d and estimated by bankrup	/debtor)	(totals from the list of liabilities as stated		pl/debtor}	
1. Cash on hand		_	0.00	Secured creditors		1.00	
2. Deposits in financial ins	titutions		0.00	2. Preferred creditors, securities, and priorities	_	0.00	
3. Accounts receivable and	d other receivables			2 None and and and	_	20.764.094.00	
Total amount	_	0.00		3. Unsecured creditors	_	29,711,084.69	
Estimated realizable	value	0.00	0.00	<ol> <li>Contingent, trust claims or other liabilities estimate provable for</li> </ol>	nated to	0.00	
4. Inventory		-	0.00	oo providen na			
5. Trade fixtures, etc.		-	0.00	Total labilities		29,711,085.69	
6. Livestock		_	0.00		=		
7. Machinery and equipme	ent		0.00	Surplus		29,711,084.69	
8. Real property or immove	ables	_	0.00				
9. Fumiture			0.00				
10. Intangible assets (intel		cences,	0.00				
cryptocurrencies, digital to 11. Vehicles	ikens, etc.)		0.00				
12. Securities (shares, bor	nds debentures etc	,	0.00				
13. Other property			1.00				
Total of lines 1 to 13			1.00				
If bankrupt is a corporation	n, add:	•					
Amount of subscribed c		0.00					
Amount paid on capital	_	0.00					
			_				
Balance subscribed and	I unpaid	0.00	0.00				
Estimated to produce	_	0.00	0.00				
Total assets			1.00				

Total value of assets located outside

Canada included in lines 1 to 13

Deficiency

-29,711,084.69

0.00

# FORM 78 -- Continued

#### List of Assets

Arrange by Nature of asset and number consecutively

No.	asset 1	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor' s interest	Total value of the bankrupt's/debt or's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification
501	Other personal property	n/a		Other - No Assets	100.00	1.00	1.00	0.00	
					Total	1.00	1.00		on the later of

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

FTI consulting Canada Inc. in its capacity

rm 78 /2023.42

26-Feb-2025

## FORM 78 -- Continued

## List of Liabilities

No.	Name of	Address	Nature of	Details	Date			Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P norities	Contingent, trust claims or other flabilities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	holder values on this line are
	22.00													for notifica -tion only)
	Fiera Private Debt Fund GP Inc.	70 University Ave, Suite 1200 Toronto ON M6J 2M4	Bank Loans except real property mortgage	N/A	08-Dec-20 23	26,857,999.00	1.00	0.00	0.00	26,858,000.00	501		-26,857,999.00	
i	Canadian Western Bank	201,12230 Jasper Ave Edmonton AB T5N	Bank Loans except real property mortgage	N/A	08-Dec-20 23	2,110,000.00	0.00	0.00	0.00	2,110,000.00			-2,110,000.00	
	1586666 Alberta Ltd	3K3 9313 - 61 Ave Grande Prairie AB T8W 2E5	Other	N/A		62,152.61	0.00	0.00	0.00	62,152.61			0.00	
	2418756 Alberta Ltd	PO Box 493 Wembley AB TOH 3S0	Other	N/A		1,260.00	0.00	0.00	0.00	1,260.00			0.00	
	2503212 Alberta Ltd.	8801 112 Avenue Grande Prairie AB T8X 1P9	Other	N/A		2,562.00	0.00	0.00	0.00	2,562.00			0.00	
	652763 AB Ltd o/a Standard Auto Glass	10116 - 124th Avenue Grande	Other	N/A		1,753.50	0.00	0.00	0.00	1,753.50			0.00	
	ABSA	Prairie AB T8V 0R4 9410 - 20 Ave NW Edmonton AB T6N	Other	N/A		267 81	0.00	0.00	0.00	267.81			0.00	
	Alexander — Security Inc.	0A4 PO Box 21243 Grande Prairie AB T8V 6W7	Other	N/A		945.00	0.00	0.00	0.00	945.00			0.00	
	All Peace Petroleum a div of Bar W	700 · 4838 Richard Rd SW Calgary AB	Other	N/A		8,832 15	0.00	0.00	0.00	8,832.15			0.00	
	Petroleum Anchor Point Security	T3E 6L1 6709 - 90A Street Grande Prairie AB	Other	N/A		2,940.00	0.00	0.00	0.00	2,940.00			0.00	
	Applied Industrial Technologi	T8W 0H2 8301 98 Street Clairmont AB T8X	Other	N/A		50.75	0.00	0.00	0.00	50.75			0.00	

FTI Consulting Canada Inc. in its capacity as Receiver

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26-Feb-2025

Date

as received

No.	Name of	Address	Nature of	Details	Date			Amount of Claim	)		Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other labilities	Total amount of claim	securing the liability	the right to a priority <sup>3</sup>	surplus or (deficit) from security	holder (values on this line are for
								:						notifica -tion only)
12	Aquatera Landfill	11101 - 104 Avenue Grande Prairie AB T8V 8H6	Other	N/A		91.21	0.00	0.00	0.00	91.21			0.00	
13	Arctic Boilers & Fabricating	1309-10 Street Nisku AB T9E 8L6	Other	N/A		9,797.27	0.00	0.00	0.00	9,797.27			0.00	
14	Ltd Athabasca Valley Inn & Suites	124 Athabasca Avenue Hinton AB T7V 2A5	Other	N/A		355.34	0.00	0.00	0.00	355.34			0.00	
15	Aurora Boiler Corp	Box 141 Grande Prairie AB T8V 3A1	Other	N/A	:	16,265.58	0.00	0.00	0.00	16,265.58			0.00	
16	AUTO-TRA C Alignment Ltd	9910 - 111 Avenue Grande Prairie AB	Other	N/A		17,395.20	0.00	0.00	0.00	17,395.20			0.0	
17	Avenge Energy Services Inc.	T8V 4C3 PO Box 6086, #21 Cessna Road Peace River AB	Other	N/A		16,619.35	0.00	0.00	0.00	16,619.35			0.00	
18	Baron Oilfield Supply A Partnership of Corporation	T8S 1S1 112 Joblin Street Hinton AB T7G 1G7	Other	N/A		2,660.52	0.00	0.00	0.00	2,660.52			0.00	
19	s Barr None Mechanical Ltd	15213 102A Street Grande Prairie AB T8X 0J6	Other	N/A		10,913.40	0.00	0.00	0.00	10,913.40			0.0	
20	Bateman Petroleum Sales Ltd	Box 1798 High Level AB T0H 120	Other	N/A		3,150.88	0.00	0.00	0.00	3,150.88			0.0	
21	Bell Mobility	PO BOX 920 Station A Toronto ON M5W 1G5	Other	N/A		581.45	0.00	0.00	0.00	581.45			0.0	

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FTI Consulting Cana	da Inc. in its	capacity	

26-Feb-2025

Date

Form 78 (2023-12)

No.	Name of	Address	Nature of	Details	Date	1		Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Confingent, trust claims or other fabilities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	holder (values on this line are
						LOSSEL AND ALL				W				for notifica -tion only)
2	Bell Satellite	PO Box 3017 Station Terminal Vancouver BC V6B 6L1	Other	N/A		125.74	0.00	0.00	0.00	125.74			0.00	
3	BJE Industrial Supply Inc	#104, 12705 - 99 Street Grande Prairie AB	Other	N/A		1,121.73	0.00	0.00	0.00	1,121.73			0.00	
4	Brace Tool Inc	T8V 5Z4 5703 - 67 Street Edmonton A8 T6B	Other	N/A		28,053.90	0.00	0.00	0.00	28,053.90			0.00	
5	Bradvin Trailer Sales Ltd	084 10920 - 87 Avenue Grande Prairie AB T8V 8K4	Other	N/A		134.40	0.00	0.00	0.00	134.40			0.00	
6	Brayco Services Ltd	64041 Township Road 730 County of Grande Prairie AB	Other	N/A		13,986.00	0.00	0.00	0.00	13,986.00			0.00	
7	Canadian Linen & Uniform Service	T8X 4R1 Box 51045 RPO Tyndall Winnipeg MB R2X 3C6	Other —	N/A		2,728.78	0.00	0.00	0.00	2,728.78			0.00	
	Cascade — Energy Services — L.P. Grande	6601 62 Street Lloydminst er AB T9V 3T6	Other	N/A		1,470.00	0.00	0.00	0.00	1,470.00			0.00	
9	Prairie Cinch Oilfield	PO Box 25260,	Other	N/A		1,391.25	0.00	0.00	0.00	1,391.25			0.00	
	Hauling Ltd	Wapiti Centre Grande Prairie AB T8W 0G2												
)	Cold Shot (a divison of Balwaria Empire)	#104, 11041 - 105 Avenue NW Edmonton AB T5H 3Y1	Other	N/A		94.40	0.00	0.00	0.00	94.40			0.00	

FTI Consulting Canada No. In its capacity as Receiver
Form 78 (2023-12)

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Date

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No.	Name of	Address	Nature of	Details	Date			Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other labilities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	holder (values on this line are
														for notifica -tion anly)
31	Computrol	8537 Commerce Court Burnaby BC V5A 4N4	Other	N/A		997.50	0.00	0.00	0.00	997.50			0.00	
32	Connect Mobility Inc	127,11929- 40 Ave Calagry AB T2Z 4M8	Other	N/A		125.90	0.00	0.00	0.00	125.90	:		0.00	
33	Contain Enviro Services Ltd	13535 - 97th Street Grande Prairie AB	Other	N/A	!	3,535.35	0.00	0.00	0.00	3,535.35			0.00	
34	Cool-Core Rad & Muffler Ltd	T8X 1S8 10030 - 128 Avenue Grande Prairie AB	Other	N/A		730.80	0.00	0.00	0.00	730.80			0.00	
35	Cultigan ( Grande Prairie)	T8V 6K7 12821-100 Street Grande Prairie AB T8V 4H3	Other	N/A		95.40	0.00	0.00	0.00	95.40		:	0.00	
36	Devonian Hotel & Suites	Box 1080, 70-1st Avenue Fox Creek AB T0H 1P0	Other	N/A		11,656.86	0.00	0.00	0.00	11,656.86			0.00	
37	Direct Energy Regulated Services		Other	N/A		7,790.26	0.00	0.00	0.00	7,790.26			0.00	
38	Elite Vac & Steam	Box 128 Grande Prairie AB T8V 3A1	Other	N/A		1,802.72	0.00	0.00	0.00	1,802.72			0.00	
39	Enviro Home Inc	Box 1341 Grande Prairie AB T8V 4Z2	Other	N/A		787.50	0.00	0.00			!		0.00	
40	ESG Filtration Ltd.	#11, 6025-12 Street SE Calgary AB	Other	N/A		7,680.75	0.00	0.00	0.00	7,680.75			0.00	
41	Expert Mobile Communic ations	T2H 2K1 8701 - 112 Street Grande Prairie AB T8V 6A4	Other	N/A		1,215.41	0.00	0.00	0.00	1,215.41			0.00	

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No.	Name of	Address	Nature of	Details	Date	1		Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other liabilities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	holder (values on this line are
	771		= 17			0					_		ı	for notifica
		P PI W. S. S.					1				_ ,			-tion only)
2	Ex-Trak Industries Ltd	9102 - 99 Street Clairmont AB T8X	Other	N/A	:	252.91	0.00	0.00	0.00	252.91			0.00	
ı	First Choice Electrical Supply	5A8 10913 - 97th Ave Grande Prairie AB	Other	N/A		1,142.66	0.00	0.00	0.00	1,142.66			0.00	
ļ	GP Fire Extinguishe r & Safety Ltd	T8V 4G6 9835 - 97th Ave Grande Prairie AB T8V 0M9	Other	N/A		342.30	0.00	0.00	0.00	342.30			0.00	
;	GP Petroleum Association	Box 202 Grande Prairie AB T8V 3A4	Other	N/A		1,450.00	0.00	0.00	0.00	1,450.00			0.00	
•	Grande Prairie Kubota	8108 - 89 Street, Box 600 Sexsmith AB TOH	Other	N/A		44.86	0.00	0.00	0.00	44.86			0.00	
•	Gray Electric 2013 Ltd	3C0 10913 - 97 Avenue Grande Prairie AB	Other	N/A		7,607.63	0.00	0.00	0.00	7,607.63			0.00	
	Greatwest Kenworth Ltd	T8V 4G6 5909 - 6 Street SE Calgary AB T2H 1L8	Other =	:N/A == ==		832.99	0.00	0.00	0.00	832.99	= =		0.00	
	Grimshaw Trucking L.P.	PO Box 960, 11450 - 160 St Edmonton	Other	N/A		558.29	0.00	0.00	0.00	558.29			0.00	
)	Helmig Fire Equipment Inc	AB T5J 2L8 637 Switzer Drive Hinton AB	Other	N/A		65.10	0.00	0.00	0.00	65.10			0.00	
1	Herc Rentals	T7V 1G9 10801 - 78 Avenue Grande	Other	N/A		12,316.20	0.00	0.00	0.00	12,316.20			0.00	
2	Hinton Truck	Prairie AB T8W 2L2 Box 6275 Hinton A8	Other	N/A		2,830.34	0.00	0.00	0.00	2,830.34			0.00	
3	Centre Ltd Hitch'em Oiffield Hauling	T7V 1X6 Box 23398 Grande Prafrie AB T8V 7G7	Other	N/A		40,617.43	0.00	0.00	0.00	40,617.43			0.00	

FTI Consuling Canada oc. in its capacity as Receiver

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No.	Name of	Address	Nature of	Details	Date			Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other Eabilities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from	holder (values on
				1					&ADIIIUUS				security	his line are
														for notifica
					1									tion
														only)
i4	Honey	Box 326	Other	N/A		850.50	0.00	0.00	0.00	850.50		-	0.00	
	Bucket Inc	Grande	Other	IN/A		630.30	0.00	0.00	0.00	650.50			0.00	
		Prairie AB T8V 3A5												
	JC	PO BOX	Other	N/A		126,341.96	0.00	0.00	0.00	126,341.96			0.00	
	Inspections and Valve	7452 Drayton												
	Services Ltd	Valley AB T7A 1S6												30
i6	L&P	Box 179	Other	N/A		998.86	0.00	0.00	0.00	998.86			0.00	
- 4	Disposals / 652395 AB	High Level AB TOH				}								_
- 1	Lld	120	<u></u>	l						404 474 50				
	Maverick Downhole	5744 67 Avenue	Other	N/A		121,474.50	0.00	0.0d	0.00	121,474.50			0.00	¶ 🗆
- 1	Technologi	NW Edmonton						1						
	es Inc	AB T6B		1	1			i						
i8	Max Fuel	3P8 10702 -	Other	N/A		867.61	0.00	0.00	0.00	867.61			0.00	
	Distributors	79th	Cure				0.00	V	0.00	007101				1 🗆
	Ltd	Avenue Clairmont				1 [		1						
		AB T8X												
i9	Motel 6 -	5G9 15402 -	Other	N/A		2,396.18	0.00	0.00	0.00	2,396.18			0.00	
	Grande Prairie	101 Street Grande												_
	TOIR	Prairie AB												
50	Motion	T8V 0P7 PO Box	Other	N/A		110.82	0.00	0.00	0.00	110.82			0.00	
	Industries	9165,												-
- 1	(Canada) Inc	Station M Calgary AB											]	
31	MT Combo	T2P 5E1 PO 8ox	Other	N/A		472.50	0.00	0.00	0.00	472.50		1	0.00	
	Vac	2113	0	""		17 2.00	0.00	5.55	0.00					
	Services / 1647312	Beaverlodg e AB T0H	]											
	Alberta NAPA Auto	0C0 12009 99	Other	N/A		9,979.41	0.00	0.00	0.00	9,979.41			0.00	
	Parts	Avenue	Other	IN/A		5,57 3.41	0.00	0.00	0.00	3,313.41			0.00	
	(Grande Prairie)	Grande Prairie AB												
		T8W 0J7		l										
	OK Tire (Hinton)	364 Drinnan	Other	N/A		1,996.95	0.00	0.00	0.00	1,996.95			0.00	
		Way Hinton AB												
		T7V 2A3												_
	Overhead Door Co. of	11511 - 95 Avenue	Other	N/A		1,348.20	0.00	0.00	0.00	1,348.20			0.00	
	GP (1979)	Grande												
	Ltd	Praine AB T8V 5P7						į						
'				•			'	'	'	-		-	-	-

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FTI Consulting Car as Receiver	ada Inc.	in its cap	acity	Ţ
korm 78 (2023	12)			

No.	Name of	Address	Nature of Details	Details	Date			Amount of Claim			Asset Ground for		Estimated	Place-
	creditor or claimant		liability ?		given/ incurred	Unsecured	Secured	Preferred/P riorities	Conlingent, trust claims or other flabilities	Total amount of claim	securing the liability	the right to a priority <sup>3</sup>	surplus or (deficit) from security	holder (values on this line are
	×m = =						**************************************		<u></u>	X				for notifica tion only)
	Pat's Auto Supply (Grande Prairie) Ltd	12803 100 Street Grande Prairie AB T8V 4H3	Other	N/A		2,377.67	0.00	0.00	0.00	2,377.67			0.0	
	PhoneCo Inc	10131-97 Ave Grande Prairie AB	Other	N/A		748.13	0.00	0.00	0.00	748.13			0.0	
	Pomeroy Hotel Fort St John	11308 Alaska Road Fort St John BC	Other	N/A		168.77	0.00	0.00	0.00	168.77			0.0	
	Pomeroy Inn & Suites Dawson Creek	V1J 5T5 540 Highway #2 Dawson Creek 8C	Other	N/A		7,368.42	0.00	0.00	0.00	7,368.42			0.00	
	Porneroy Inn & Suites Fort St John	V1G 0A4 9320 Alaska Road Fort St John BC V1J 6L5	Other	N/A		157.12	0.00	0.00	0.00	157.12			0.0	
	Prairie	65029	Other	N/A		1,610.38	0.00	0.00	0.00	1,610.38			0.0	<sub> </sub>
	Disposal Ltd	HWY 43 Grande Prairie AB T8W 5E7									= =			
	Pride Vac Ltd	118 Joblin Street Hinton AB T7V 1G7	Other	N/A		945.00	0.00	0.00	0.00	945.00			0.00	
-	Prime Towing and Recovery	Box 74 STN Main Grande Prairie AB	Other	N/A	-	794.07	0.00	0.00	0.00	794.07			0.0	
	Princess Auto	T8V 3A1 PO Box 1005 Winnipeg MB R3C	Other	N/A		6,389.18	0.00	0.00	0.00	6,389.18			0.00	
	Priority Chainlink Ltd	2W7 Bay 3, 9116 - 111 Street Grande Prairie AB	Other	N/A		4,188.79	0.00	0.00	0.00	4 188.79			0.0	
	Priority Fluid Power Ltd	T8V 4W1 11459 - 96 Avenue Grande Praitie AB T8V \$M3	Other	N/A		4,267.90	0.00	0.00	0.00	4,267.90			0.00	

Date

26-Feb-2025

Page 9

No.	Name of	Address	Nature of	Details	Date			Amount of Claim	ı		Asset	Ground for		Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other liabilities	Total amount of claim	securing the liability	the right to a priority <sup>3</sup>	(deficit) from	nolder (values on this line are for notifica
														-tion only)
76	Quick Lane Tire & Auto	764 Carmichael Lane HWY 16 Hinton AB T7V 1N2	Other	N/A		211.91	0.00	0.00	0.00	211.91			0.00	
77	Rapid Refrigeratio n	#103, 10102-120 Street Grande Prairie AB	Other	N/A		3,944.67	0.00	0.00	0.00	3,944.67			0.00	
78	RB Oiffield Hauling Inc	T8V 8B1 9328 - 144 Avenue Grande Prairie AB T8V 8E4	Other	N/A		4,844.70	0.00	0.00	0.00	4,844.70			0.00	
79	Red-L Distributors Ltd.	9727-47 Ave Edmonton AB T6E 5M7	Other	N/A		8,765.48	0.00	0.00	0.00	8,765.48			0.00	
80	Secure Energy Services	205 5 Ave SW #3600 Calgary AB T2P 2V7	Other	N/A		13,787.00	0.00	0.00	0.00	13,787.00			0.00	
81	Sego Industries Inc	18916 - 111 Avenue NW Edmonton AB T5S 086	Other	N/A		2,609.27	0.00	0.00	0.00	2,609.27			0.00	
B2	Service Guys Plumbing & Drain	107 Erith Dr Hinton AB T7V 1P1	Other	N/A		942.90	0.00	0.00	0.00	942.90			0.00	
	Cleaning Southwest Design & Constructio n Ltd.	11453 98 Avenue Grande Prairie AB	Other	N/A		10,429.65	0.00	0.00	0.00	10,429.65			0.00	
84	Spartan Controls Ltd	T8V 5S5 P.O. Box 6446 STN M Calgary AB	Other	N/A		1,695.16	0.00	0.00	0.00	1,695.16			0.00	
85	Staples Professiona I	T2P 2E1 c/o C25043C, PO 8ox 2524, Stn M Calgary AB T2P 181	Other	N/A	1	513.79	0.00	0.00	0.00	513.79			0.00	

FTI Consulting Capata Inc. In its capecity as Receiver

26-Feb-2025

No.	Name of	Address	Nature of	Details	Date			Amount of Claim	1		Asset	Ground for	Estimated	Place-
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other fiabilities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	holder (values on this line are
			-											or notifica
	<u> </u>													tion only)
	Stetson Hinton Chevrolet Buick GMC	363 Gregg Avenue Hinton AB T7V 2A7	Other	N/A		7,589.78	0.00	0.00	0.00	7,589.78			0.00	
	Ltd Superior Vac Services	Box 994 Grande Prairie AB	Other	N/A		4,323.90	0.00	0.00	0.00	4,323.90			0.00	
в	Ltd. Technical Safety BC	T8V 3Y1 Suite 600, 2889 East 12th Avenue Vancouver BC V5M 4T5	Other	N/A		4,445.00	0.00	0.00	0.00	4,445.00			0.00	
	The Print Shop	11040 - 100 Street Grande Prairie AB	Other	N/A		639.45	0.00	0.00	0.00	639.45			0.00	
	TriTech Safety & Training Inc	Street Grande Prairie AB	Other	N/A		1,203.30	0.00	0.00	0.00	1,203.30			0.00	
	Vertex Resource Services	T8V 6A4 #161, 2055 Premier Way	Other	N/A	N	25,458.17	0.00	0.00	0.00	25,458.17		10 10 10 10 10 10 10 10 10 10 10 10 10 1	0.00	
	Ltd	Sherwood Park AB						_						27/
	Viking Solutions Inc	T8H 0G2 9901 - 38 Avenue County of Grande	Other	N/A		412.13	0.00	0.00	0.00	412.13		#5·	0.00	
		Prairie AB T8W 5A8	_						-	機器関係で	Avest			
	Wapiti Gravel Suppliers	4201 93rd — St Grande Prairie AB T8V 6T4	Other	N/A		3,931.86	0.00	0.00	0.00	3,931.86	MARI		0.00	
	Western Pressure Controls	10021 56 Ave Edmonton AB T6E	Other	N/A		1,719.92	0.00	0.00	0.00	1,719.92			0.00	
,	Wild Rose Timber Co	5L7 Box 171 Crooked Creek AB	Other	N/A		1,181.25	0.00	0.00	0.00	1,181.25			0.00	
	Wolseley Mechanical / Waterworks Group	TOH 0Y0 PO Box 4220 Stn Main Concord AB L4K	Other	N/A		199.34	0.00	0.00	0.00	199.34			0.00	

FTI Consulting Canada Inc. in its capacity as Receiver

Page 11

Date

26-Feb-2025

Form 78 (2025-12)

No.				Date			Amount of Claim	1		Asset	Ground for	Estimated	Place-	
	creditor or claimant		liability <sup>2</sup>		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent, trust claims or other tiabilities	Total amount of claim	securing the liability	the right to a priority <sup>3</sup>	surplus or (deficit) from security	holder (values on this line are for notifica -tion only)
97		2nd Floor, 131 Civic Centre Rd Hinton AB T7V 2E5 #300, 151	Other	N/A		793.51 35,411.25	0.00	0.00	0.00	793.51 35,411.25			0.00	
	Energy Services Inc	Canada Olympic Road SW Calgary AB T3B 6B7												
					Total	29,711,084.69	1.00	0.00	0.00	29,711,085.69	- W -			HE-

as Receiver

I, FTI Consulting Canada Inc. in its capacity as Receiver, of the city of Calgary in the Province of Alberta, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 21st day of February 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)

that to

before me at the city of Calgary in the Province of Alberta, on this 26th day of February 2025.

Laura Parvan Student-at-Law

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

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

Clerk's Stamp

2301-16371 COURT FILE NO.

**COURT** COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE **CALGARY** 

PLAINTIFF CANADIAN WESTERN BANK

**DEFENDANTS** WOLVERINE ENERGY AND INFRASTRUCTURE

INC., WOLVERINE EQUIPMENT INC.,

WOLVERINE CONSTRUCTION INC., WOLVERINE MANAGEMENT SERVICES INC., HD ENERGY RENTALS LTD., BHW EMPLOYMENT SERVICES INC., FLO-BACK EQUIPMENT INC., LIBERTY ENERGY SERVICES LTD., WESTERN CANADIAN MULCHING LTD. and WOLVERINE GROUP INC.

APPLICANT FTI CONSULTING CANADA INC. in its capacity as

Court-appointed Receiver and Manager of WOLVERINE

ENERGY AND INFRASTRUCTURE INC.,

WOLVERINE EQUIPMENT INC., WOLVERINE CONSTRUCTION INC., HD ENERGY RENTALS LTD., BHW EMPLOYMENT SERVICES INC., FLO-BACK EQUIPMENT INC., LIBERTY ENERGY

SERVICES LTD., WESTERN CANADIAN

MULCHING LTD. and WOLVERINE GROUP INC.

DOCUMENT **BANKRUPTCY ORDER** 

ADDRESS FOR SERVICE Torys LLP

4600 Eighth Avenue Place East AND CONTACT

INFORMATION OF 525 - Eighth Ave SW Calgary, AB T2P 1G1 PARTY FILING THIS

**DOCUMENT** 

Attention: Kyle Kashuba

Telephone No.: +1 403.776.3744

Fax No.: +1 403.776.3800 File No.: 39586-2007

DATE UPON WHICH ORDER WAS PRONOUNCED: February 21, 2025

NAME OF JUSTICE WHO MADE THIS ORDER: Justice M.J. Lema

**LOCATION OF HEARING:** Edmonton, Alberta **UPON THE APPLICATION** of FTI Consulting Canada Inc. ("FTI"), having an office at 1610, 520, 5<sup>th</sup> Ave SW, Calgary, AB T2P 3R7, in its capacity as the Court-appointed receiver and manager (the "Receiver") of the assets, properties and undertakings of Wolverine Energy and Infrastructure Inc., Wolverine Equipment Inc., Wolverine Construction Inc., HD Energy Rentals Ltd., BHW Employment Services Inc., Flo-Back Equipment Inc., Liberty Energy Services Ltd. and Western Canadian Mulching Ltd.; **AND UPON** having read the Consent Receivership Order granted on December 8, 2023, as amended on December 22, 2023; **AND UPON** having read the Receivership Order filed December 8, 2023, as amended on December 22, 2023, the Application filed February 10, 2025 and the sixth report of the Receiver dated February 11, 2025 (the "Sixth Report") and Confidential Appendix "A" to same; **AND UPON** having read the Affidavit of Service of Samantha Hawley, sworn and filed February 13, 2025; **AND UPON** hearing from counsel to the Receiver, counsel to Canadian Western Bank, counsel to Fiera Private Debt Fund V LP and Fiera Private Debt Fund VI LP and from any other interested parties who may be present; **AND UPON** it appearing that all interested and affected parties have been served with notice of this Application; **AND UPON** it appearing to the Court that the following acts of bankruptcy have been committed by the Debtor:

- (a) the debts owing by each of Wolverine Energy and Infrastructure Inc., Wolverine Equipment Inc., Wolverine Construction Inc., HD Energy Rentals Ltd., Flo-Back Equipment Inc., Liberty Energy Services Ltd. and Western Canadian Mulching Ltd. (collectively, the "**Debtors**") exceed \$1,000; and
- (b) within the 6 months preceding the date of filing of the Application for Bankruptcy Order, each of the Debtors ceased to meet their liabilities generally as they became due.

## IT IS HEREBY ORDERED AND DECLARED THAT:

- 1. Service of the notice of this Application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this Application, and the time for service of this Application is abridged to that actually given.
- 2. FTI is permitted and authorized to be appointed as trustee in bankruptcy of the estate of each of the Debtors, without security.

- 3. FTI is permitted and authorized, upon attending to the necessary filings with the Office of the Superintendent of Bankruptcy, to assign the Debtors or any of them, each corporations incorporated pursuant to the laws of the Province of Alberta, into bankruptcy.
- 4. FTI, and any other interested party, shall be at liberty to apply for further advice, assistance and directions as may be necessary in order to give full force and effect to the terms of this Order.
- 5. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 6. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) Posting a copy of this Order on the Receiver's website at: http://cfcanada.fticonsulting.com/wolverine/

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

M. J. Lan

FTI Consulting Canada Inc. Suite 1610, 520 - 5th Ave S.W. Calgary AB T2P 3R7

Phone: (403) 454-6032 Fax: (403) 232-6116 E-mail: cameron.browning@fticonsulting.com

 District of:
 Alberta

 Division No.
 02 - Calgary

 Court No.
 25-3191526

 Estate No.
 25-3191526

#### FORM 31

#### Proof of Claim

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

In the Matter of the Bankruptcy of HD Energy Rentals Ltd. of the city of Edmonton in the Province of Alberta

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases): Address: Facsimile: Fmail: Contact person name or position: Telephone number for contact person: In the matter of the bankruptcy of HD Energy Rentals Ltd. of the city of Edmonton in the Province of Alberta and the claim of \_\_\_\_\_, creditor. I, \_\_\_\_\_ (name of creditor or representative of the creditor), of \_\_\_\_\_\_ (city and province), do hereby certify: 1. That I am a creditor of the above named debtor (or that I am \_\_\_\_\_\_ (state position or title) of \_\_\_\_\_\_, (name of creditor or representative of the creditor) and that I am authorized to represent and (if the creditor is a corporation) that I have authority to bind the creditor of the above-named debtor). 2. That I have knowledge of all the circumstances connected with the claim referred to below. 3. That the debtor was, at the date of bankruptcy, namely the 21st day of February 2025, and still is, indebted to the creditor in the sum of \_\_\_\_\_\_, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of bankruptcy. (The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim) 4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation. 5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the \_\_\_\_ day of \_\_ , and that the last payment, if any, on this debt by the debtor to the creditor was made on the \_\_\_\_\_ day of \_\_\_\_ and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the \_\_\_\_ day of , as follows: (Give full particulars of the claim, including its history, any acknowledgement or legal action) 6. (Check and complete appropriate category) A. Unsecured claim of \$\_\_\_\_

(Check appropriate description)

Form 31 (2023-12) Page 1 of 3

136(1)(d) of the Act (Complete paragraph 6E below.)

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

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

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

Regarding the amount of \$\_\_\_\_\_\_, I claim a right to a priority under paragraph

 District of
 Alberta

 Division No.
 02 - Calgary

 Court No.
 25-3191526

 Estate No.
 25-3191526

FORM 31 --- Continued

In the Matter of the Bankruptcy of HD Energy Rentals Ltd. of the city of Edmonton in the Province of Alberta

	136(1)(d.01) of the Act.	, I claim a right to a priority under paragraph
	Regarding the amount of \$136(1)(d.02) of the Act.	, I claim a right to a priority under paragraph
	Regarding the amount of \$136(1)(d.1) of the Act.	, I claim a right to a priority under paragraph
	Regarding the amount of \$136(1)(e) of the Act.	, I claim a right to a priority under paragraph
	Regarding the amount of \$136(1)(f) of the Act.	, I claim a right to a priority under paragraph
	Regarding the amount of \$136(1)(g) of the Act.	, I claim a right to a priority under paragraph
	Regarding the amount of \$136(1)(i) of the Act.	, I claim a right to a priority under paragraph
(Set	out on an attached sheet details to support priority	claim)
	B. Claim of Lessor for disclaimer of a lease of	
	make a claim under subsection 65.2(4) of the Act, t full particulars of the claim, including the calculation	•
	C. Secured claim of \$	
(Give	•	valued at \$ as security, the particulars of which are as follows:  date on which the security was given and the value at which you assess the security.
(Give and a A tru	e full particulars of the security, including the attach a copy of the security documents.)	date on which the security was given and the value at which you assess the security are Act, redeem a security on payment to the secured creditor of the debt or the value of
(Give and a A tru	e full particulars of the security, including the attach a copy of the security documents.) stee may, pursuant to subsection 128(3) of the	date on which the security was given and the value at which you assess the security are Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.
(Give and a A tru the se	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the ecurity as assessed, in the proof of security, by the  D. Claim by Farmer, Fisherman or Aquacultur	date on which the security was given and the value at which you assess the security are Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.
(Give and a A tru the se	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the ecurity as assessed, in the proof of security, by the  D. Claim by Farmer, Fisherman or Aquacultur I make a claim under subsection 81.2(1) of the Act	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$  for the unpaid amount of \$  )
A truthe so	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the  D. Claim by Farmer, Fisherman or Aquacultur  I make a claim under subsection 81.2(1) of the Act the acopy of sales agreement and delivery receipts)	date on which the security was given and the value at which you assess the security are Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$
A truthe so	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the ecurity as assessed, in the proof of security, by the  D. Claim by Farmer, Fisherman or Aquacultur I make a claim under subsection 81.2(1) of the Act tha copy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$
A truthe set	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the  D. Claim by Farmer, Fisherman or Aquacultur  I make a claim under subsection 81.2(1) of the Act ch a copy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$  That I make a claim under subsection 81.3(8) of the sales agreement and sales agreement and sales agreement and sales agreement agreeme	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$
A truthe so	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the  D. Claim by Farmer, Fisherman or Aquacultur  I make a claim under subsection 81.2(1) of the Act ch a copy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$
A truthe se	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the   D. Claim by Farmer, Fisherman or Aquacultur  I make a claim under subsection 81.2(1) of the Act  the a copy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$
A truthe so	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the D. Claim by Farmer, Fisherman or Aquacultur make a claim under subsection 81.2(1) of the Actach a copy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Trist of \$
A truthe so	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the   D. Claim by Farmer, Fisherman or Aquacultur  I make a claim under subsection 81.2(1) of the Act  the acopy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$  That I make a claim under subsection 81.3(8) of the  That I make a claim under subsection 81.4(8) of the  That I make a claim under subsection 81.5 of the  That I make a claim under subsection 81.5 of the  That I make a claim under subsection 81.6 of the  That I	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Tist of \$
A truthe so	e full particulars of the security, including the attach a copy of the security documents.)  stee may, pursuant to subsection 128(3) of the security as assessed, in the proof of security, by the   D. Claim by Farmer, Fisherman or Aquacultur  I make a claim under subsection 81.2(1) of the Act  the a copy of sales agreement and delivery receipts)  E. Claim by Wage Earner of \$	date on which the security was given and the value at which you assess the security  the Act, redeem a security on payment to the secured creditor of the debt or the value of secured creditor.  Tist of \$

Form 31 (2023-12) Page 2 of 3

 District of
 Alberta

 Division No.
 02 - Calgary

 Court No.
 25-3191526

 Estate No.
 25-3191526

FORM 31 --- Concluded

In the Matter of the Bankruptcy of HD Energy Rentals Ltd. of the city of Edmonton in the Province of Alberta

- 7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
- 8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:

  (Provide details of payments, credits and transfers at undervalue)

9. (App	olicable only in the case of the bankruptcy of an individual.)
	Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount of the fact that there is no longer surplus income.
	I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.
•	ubsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be akes any false claim, proof, declaration or statement of account.
Dated at	, this day of
 Signatu	ure of creditor or representative

Form 31 (2023-12) Page 3 of 3

District of: Alberta 02 - Calgary Division No. Court No. 25-3191526 Estate No. 25-3191526

# FORM 36 Proxy

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

In the Matter of the Bankruptcy of HD Energy Rentals Ltd. of the city of Edmonton in the Province of Alberta

l,	, of	, a creditor in the above matter, hereby
appoint	, of	, to be
		dividends, (with or without)
power to appoint another proxyho	older in his or her place.	
Dated at	, this	day of
		·
Witness		Individual Creditor
NACL.		
Witness		Name of Corporate Creditor
		Per
		Name and Title of Signing Officer
Return To:		
FTI Consulting Canada Inc Lice	ensed Insolvency Trustee	
· ·	•	
Suite 1610, 520 - 5th Ave S.W.		

Calgary AB T2P 3R7 Fax: (403) 232-6116

E-mail: cameron.browning@fticonsulting.com

# CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the proof of claim form and, if appropriate, the proxy form in a complete and accurate manner. Please check each requirement.

## **GENERAL**

- The <u>signature of a witness</u> is required.
- The document must be signed by the individual completing the declaration.
- <u>Provide the complete address</u> where all notices or correspondence are to be forwarded along with your phone number, fax number and email address where appropriate.

## Notes:

- It is permissible to file a proof of claim by fax or by other electronic means.
- A creditor may vote either in person or by proxy at any meeting of creditors if the proof of claim is filed with the trustee prior to the time appointed for the meeting.
- Quorum is established at a meeting of creditors by at least one creditor with a valid proof of
  claim being in attendance in person, or by any other mode of communication, subject to: the
  practicability and technological capability of the participants, creditors' preference to attend in
  person, and the chair's ability to validate the identity of participating creditors, or by proxy.
- A corporation may vote by an authorized agent or mandatary at meetings of creditors.
- In order for a duly authorized person to have a right to vote, they must be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
- A creditor who is participating in any distribution from an estate must have filed a proof of claim prior to the distribution being declared.
- In the case of an individual bankrupt, by checking the appropriate box or boxes at the bottom of the proof of claim form, you may request that the trustee advise you of any material change in the financial situation of the bankrupt or the amount the bankrupt is required to pay into the bankruptcy, and a copy of the trustee's report on the discharge of the bankrupt.

## PARAGRAPH 1

- Creditor must state full and complete legal name of the individual, company or firm.
- If the individual completing the proof of claim is a representative of the creditor, the individual's position or title must be identified.

## PARAGRAPH 3

- The amount owing must be set out in paragraph 3.
- A <u>detailed statement of</u> account must be attached to the proof of claim and marked "Schedule A" and <u>must</u> show the date, number and amount of all invoices or charges, together with the date, number and amount of all credits or payments. The amount on the statement of account must correspond to the amount indicated on the proof of claim.

## PARAGRAPH 4

## Notes:

- <u>Paragraph A</u> applies to *ordinary unsecured claims*. In addition to recording the amount of the claim, please indicate whether the claim has a priority pursuant to section 136 of the Act.
- <u>Paragraph B</u> applies to *lessor claims* in a commercial proposal. Please ensure that the claim applies to a commercial proposal and, if so, include the full particulars of the claim.
- <u>Paragraph C</u> applies to *secured claims*. Please indicate the dollar value of the security and attach copies of the security document. In addition, please attach copies of the security registration documents, where appropriate.
- Paragraph D applies to inventory claims of farmers, fishermen and aquaculturists. Please note that such claims apply only to inventory supplied from farmers, fishermen and aquaculturists within 15 (fifteen) days of the date of bankruptcy. In addition, please attach copies of any applicable sales agreements and delivery slips.
- <u>Paragraph E</u> applies to *claims by wage earners*. Please note that such claims apply only for unpaid wages owed upon the bankruptcy of an employer or when the employer becomes subject to a receivership.
- Paragraph F applies to claims by employees for unpaid amounts regarding pension plans. Please note that such claims apply only to unremitted pension contributions outstanding when the sponsoring employer becomes bankrupt or is subject to a receivership.
- <u>Paragraph G</u> applies to *claims against directors*. Please note that such claims apply only to directors of corporations that have filed a commercial proposal to creditors that includes a compromise of statutory claims against directors.
- <u>Paragraph H</u> applies to *claims of customers of a bankrupt securities firm*. Please ensure that the claim of the customer is for net equity and, if so, include the full particulars of the claim, including the calculations upon which the claim is based.

## PARAGRAPH 5

All claimants must indicate whether or not they are related to the debtor, as defined in section 4

of the Act, or dealt with the debtor in a non-arm's-length manner.

# **PARAGRAPH 6**

All claimants must attach a detailed list of all payments or credits received or granted, as follows:

- (a) within the three (3) months preceding the initial bankruptcy event (including the bankruptcy or the proposal);
- (b) <u>within the twelve (12) months preceding</u> the initial bankruptcy event (including the bankruptcy or the proposal) in the case where the claimant and the debtor <u>were not</u> dealing at arm's length.

## -PROXYHOLDER-

# **NOTE**

The Act permits a proof of claim to be made by a duly authorized representative of a creditor but, in the absence of a properly executed proxy, does not give such an individual the power to vote at the first meeting of creditors nor to act as the proxyholder of the creditors.

# **GENERAL**

In order for duly authorized persons to have a right to vote, they must themselves be creditors or be the holders of a properly executed proxy. The name of the creditor must appear in the proxy.

## Notes:

- A creditor may vote either in person or by proxyholder.
- A proxy may be filed at any time prior to a vote at a meeting of creditors.
- A proxy can be filed with the trustee in person, by mail or by any form of telecommunication.
- A proxy does not have to be under the seal of a corporation unless required by its incorporating documents or its bylaws.
- The individual designated in a proxy cannot be substituted unless the proxy provides for a power of substitution.
- Bankrupts/debtors may not be appointed as proxyholders to vote at any meeting of their creditors. The trustee may be appointed as a proxyholder for any creditor.
- A corporation cannot be designated as a proxyholder.