Court of King's Bench of Alberta

Citation: Weinrich Contracting Ltd v Weinrich, 2025 ABKB 523

Date: 20250912
Docket: 1703 22217
Registry: Edmonton

Between:

Weinrich Contracting Ltd and Scott Weinrich

Plaintiffs

- and -

Robert August Weinrich, 1873056 Alberta Ltd, Sauve Construction Ltd and MCL Group Ltd

Defendants

Reasons for Decision
of Associate Chief Justice
K.G. Nielsen

I. Introduction

[1] On November 2, 2017, the Plaintiffs sought and received two *ex parte* Orders against the Defendants: an Anton Piller Order (the APO) and an Order granting injunctive relief (the Injunction). The APO was varied on November 9, 2017.

[2] On December 5, 2017, the Defendants applied to set aside the Orders pursuant to Rule 9.15 of the *Alberta Rules of Court*, Alta Reg 124/2010 (the Application).

[3] On June 11, 2025, I heard the Defendants' application to set aside the APO. The Defendants do not seek to set aside the Injunction, as it is moot, having expired many years ago. However, the Defendants seek to set aside the APO so they may seek damages for trespass.

II. Parties

[4] The Plaintiffs are Weinrich Contracting Ltd. (WCL) and Scott Weinrich (Scott). The Defendants are Robert Weinrich (Robert), 1873056 Alberta Ltd. (187), MCL Group Ltd. (MCL), and Sauve Construction Ltd. (Sauve).

[5] WCL is a heavy equipment contractor operating in Alberta. Robert and Scott are brothers; they were also shareholders of WCL. Robert was the sole director of WCL until August 31, 2016.

[6] 187 is a corporation which was incorporated on January 21, 2015, while Robert was still the sole director and 50% shareholder of WCL. Robert is the sole director and shareholder of 187.

[7] MCL is a corporation that was a competitor of WCL at the relevant time. Stacy Melnychuk is the principal of MCL.

[8] Sauve is another WCL competitor, on a smaller scale than MCL.

[9] MCL and Sauve were added as Defendants in an Amended Statement of Claim filed December 6, 2017. MCL and Sauve were removed from the action by Partial Discontinuances on April 6, 2021, and May 4, 2021, respectively.

[10] In 2014, Scott commenced a shareholder oppression action (the Oppression Action) against Robert. The Oppression Action ended when Robert and Scott agreed that Scott would buy out Robert's interest in WCL (the Share Sale). The parties signed a share purchase agreement (the SPA), which included, as a term, a Non-Competition and Non-Solicitation Agreement (the Non-Compete).

[11] Following the SPA, WCL and Scott brought an action against Robert and the other Defendants, alleging breaches of the Non-Compete and a breach, by Robert, of his fiduciary duties to WCL.

[12] In support of the Plaintiffs' claim, they sought and received the APO. The Independent Supervising Solicitors attended at Robert's residence and a separate non-residential premises and seized physical records and electronic copies of devices.

III. Issues

[13] The main issue before the Court is whether the APO granted on November 2, 2017, ought to be set aside.

[14] Other issues raised include whether the Defendants filed their set aside application out of time, whether Plaintiffs' counsel met the duty of candour, and whether the Court ought to draw adverse inferences against the Defendants.

IV. Law and Analysis

A. Setting Aside an *Ex Parte* Order

[15] Rule 9.15 provides for the Court to set aside *ex parte* orders. It reads, in part:

> 9.15(1) On application, the Court may set aside, vary or discharge a judgment or an order, whether final or interlocutory, that was made
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> (a) without notice to one or more affected persons, or
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> (b) following a trial or hearing at which an affected person did not appear because of an accident or mistake or because of insufficient notice of the trial or hearing.
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> (2) Unless the Court otherwise orders, the application must be made within 20 days after the earlier of
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> (a) the service of the judgment or order on the applicant, and
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> (b) the date the judgment or order first came to the applicant's attention.

[16] Robert was served with the APO and supporting documents on November 10, 2017. The Defendants filed their set aside application on December 5, 2017, 25 days later.

[17] The Plaintiffs argue the Defendants filed their application to set aside out of time pursuant to r 9.15(2). The Plaintiffs agree the wording of r 9.15(2) provides discretion to the Court to extend the deadline for the application; however, they argue the Defendants have provided no explanation or reason for the late filing, and no evidence in support, so there is nothing the Court can consider in order to exercise discretion.

[18] The Defendants say the deadline in r 9.15(2) is not a limitation period and is subject to the Court's discretion. They rely on ***Big Plans for Little Kids Ltd v Souster***, 2022 ABCA 384, where the Court of Appeal noted, at para 13:

> ...In our view, it was entirely appropriate for the chambers judge to consider the timing of the appellants' application given that rule 9.15(2) includes express language requiring an application brought under rule 9.15(1) be made within 20 days of service or coming to the affected party's attention. While the rule provides the court with the discretion to extend the time, the 20-day time limitation signals an expectation that the affected party will act promptly to have the order set aside, varied or discharged. Where an affected party has wilfully or intentionally delayed in bringing an application, a court may require an explanation for any such delay and assess the reasonableness of the explanation provided.

[19] Based on this authority, the Defendants argue that they need not provide *any* explanation for missing the deadline, since there is no wilful or intentional delay in bringing the set aside application.

[20] In this case, I am prepared to exercise my discretion to extend the deadline for the application to set aside. The Defendants acted promptly, just outside of the 20 day period. It cannot be said there was any wilful or intentional delay by the Defendants. Given the timing of

many parts of this application, I find that it is appropriate to extend the deadline in these circumstances and allow the application to be heard on its merits.

[21] The Plaintiffs' bear the onus in this application to show that the APO was properly granted in November 2017.

[22] The parties agree that applications to set aside APOs are heard *de novo*. In "most cases it is appropriate to treat an application to set aside an *ex parte* order as a new application for the same order, without any restriction on the type of evidence the party with the benefit of the order may produce in its support": ***Secure 2013 Group Inc v Tiger Calcium Services Inc***, 2017 ABCA 316 at para 173 (***Secure 2013***), citing from ***Marcil v Ellefson***, 2014 ABCA 169 at para 23.

[23] The party applying to set aside can also provide evidence that establishes the APO ought not to have been granted. Further, "the order can also be set aside if the original evidence failed to disclose material facts, given the duty of good faith lying upon anyone making an *ex parte* application": ***Secure 2013*** at para 174, citing from ***Hansraj v Ao***, 2004 ABCA 223 at para 84.

B. Duty of Candour

[24] APOs are a form of *ex parte* order. When seeking *ex parte* orders, applicants and their counsel are required "to act with the utmost good faith and make full, fair and candid disclosure of the facts and this disclosure must include facts which would militate against the application...": ***Secure 2013*** at para 44.

[25] Failing to comply with the duty of disclosure may result in an *ex parte* order being set aside, although a Court is not always compelled to set aside based on a breach of this duty alone. "[O]bviously a very relevant factor is how important was the evidence not disclosed to the court on the *ex parte* application": ***Secure 2013*** at para 47, citing from ***Duke Energy Corp v Duke/Louis Dreyfus Canada Corp***, 1998 ABCA 1976 at para 4.

[26] The exact obligations, or steps, counsel must meet, or take, to adequately satisfy the duty of disclosure will vary depending on the case. The Court of Appeal further noted in ***Secure 2013***, at para 50:

> **How the obligations on an applicant seeking an order without notice are discharged will depend on the circumstances**. In a complex commercial case with substantial materials, a bench brief provided in advance (as was done in this case) is one mechanism to provide the chambers judge hearing the application with the opportunity to digest the material. The brief and oral submissions should outline the applicable legal tests, fairly highlight the relevant evidence, address possible defences, explain why the test is satisfied in respect of each of the parties against whom an order is sought and articulate why the relief claimed is necessary and appropriate against each party.
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> **(emphasis added)**

[27] In this case, the application for an APO was brought before Belzil J, who was familiar with these parties, as he had case managed the earlier Oppression Action. That Action resulted in the SPA at issue in this dispute, in respect of which the APO was sought. Those circumstances can, and do, assist this Court in determining the obligations on counsel seeking the APO.

[28] The Defendants argue that counsel for the Plaintiffs did not fulfill her duty of candour when applying for the APO in November 2017. This allegation resulted in repair counsel being

appointed by Alberta Lawyers Indemnity Association, and arguing the set aside application before this Court, on behalf of the Plaintiffs.

[29] The Defendants allege that opposing counsel failed to advise of adverse evidence, available defences or bars to the Plaintiffs' claim, and misled the Court about the contracting process between the parties, including the importance of the Offer between the parties compared to the SPA, and the fact that the Non-Compete was originally a non-solicitation condition, to which non-competition provisions were added later, without reciprocal consideration.

[30] The Plaintiffs argue that Plaintiffs' counsel, when making the application, specifically noted the duty of candour on her in seeking the APO. She drew the Court's attention to three potential defences to the action. She also advised of the nature of the allegations against the Defendants and provided evidence that the Defendants had loaned money to MCL. The Plaintiffs further argue that even if the duty of candour was not met, this does not mean the APO must be set aside.

[31] Based on my review of the original application, I find that Plaintiffs' counsel met the requisite duty of candour. An applicant need not explore every possible defence that may be available to a respondent. As noted by the Court of Appeal, the obligations that will satisfy the duty of candour will depend on the circumstances. In these circumstances, counsel made the APO application before Belzil J, who had been the case management judge overseeing earlier litigation between the parties and was aware of the parties' relationships and dynamics. Counsel identified defences available to the Defendants, and provided extensive affidavit evidence, copies of the relevant agreements, and an unfiled version of the Statement of Claim. Counsel also provided Written Submissions in support of the APO application. As the Court of Appeal noted: "In a complex commercial case with substantial materials, a bench brief provided in advance (as was done in this case) is one mechanism to provide the chambers judge hearing the application with the opportunity to digest the material": ***Secure 2013*** at para 50.

C. Adverse Inferences

[32] When making findings, a court may draw inferences from admitted facts, undisputed evidence, parties' conduct, and corroborating evidence, such as objectively reliable documents: ***Goodswimmer v Canada (Attorney General)***, 2017 ABCA 365 at para 39.

[33] Adverse inferences can be drawn when a party fails to put forward evidence on a key issue or point: ***Stikeman Elliott LLP v 2083878 Alberta Ltd***, 2019 ABCA 275 at para 87 (***Stikeman***). For example, if a party fails to call a witness or provide an affidavit, in some circumstances this can result in a court drawing an adverse inference, on the basis that said evidence would be unfavorable to the party who did not put evidence forward. The trier of fact can decide whether to draw an inference: ***Stikeman*** at para 87. Adverse inferences are not mandatory, but the decision not to draw an adverse inference must be reasonable: ***Stikeman*** at para 88.

[34] The Plaintiffs ask this Court to draw adverse inferences against the Defendants. The Plaintiffs argue they are the only party to tender evidence on the Application, specifically several affidavits sworn by or on behalf of the Plaintiffs. These affidavits have not been questioned on, and the Plaintiffs' evidence is unchallenged and uncontested. The Plaintiffs agree that Scott was questioned on one affidavit; however, they say that questioning dealt with WCL's alleged damages, not on the test for an APO. The Defendants are not relying on any evidence.

[35] The Plaintiffs argue that one would expect, in response to the Plaintiffs' argument there is a strong *prima facie* case, that Robert would file an affidavit. Robert is the key witness and likely has relevant evidence.

[36] The Defendants argue that Scott was questioned on an affidavit sworn in support of the APO and so the Plaintiffs are wrong to assert the Plaintiffs' evidence is wholly uncontested. As such, the Court cannot draw adverse inferences.

[37] In this case, the Application can be determined on the evidence before the Court on both the original APO application and the fruits of the investigation. I decline to draw an adverse inference against the Defendants for their decision to not file evidence.

D. Anton Piller Order – The Test

[38] APOs are a form of civil search warrant. They are highly intrusive and exceptional remedies that should only be granted on convincing evidence: ***Secure 2013*** at paras 56-57, 59.

[39] A party seeking an APO must meet four requirements:

> There are four essential conditions for the making of an Anton Piller Order. First, the plaintiff must demonstrate a strong *prima facie* case. Second, the damage to the plaintiff of the defendant's alleged misconduct, potential or actual, must be very serious. Third, there must be convincing evidence that the defendant has in its possession incriminating documents or things, and fourthly it must be shown that there is a real possibility that the defendant may destroy such material before the discovery process can do its work...
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> ***(Celanese Canada Inc v Murray Demolition Corp***, 2006 SCC 36 at para 35)

i) Strong *Prima Facie* Case

[40] A strong *prima facie* case is one that is "likely to succeed" or will "probably prevail" at trial: ***Modry v Alberta Health Services***, 2015 ABCA 265 at para 37.

[41] The underlying action between the parties is not particularly complex. The Plaintiffs allege that Robert and 187 violated the Non-Compete by lending money or providing services to competitors MCL and Sauve. The Plaintiffs also allege Robert breached his fiduciary duties to WCL by negotiating and arranging a loan to MCL while Robert was the sole director of WCL. The Plaintiffs also allege that Robert breached the duty to negotiate and perform his obligations under the SPA and Non-Compete in good faith.

[42] The Defendants deny breaching the Non-Compete or fiduciary duties owed to WCL. The Defendants did not plead that Robert unwillingly signed the Non-Compete, nor did the Defendants plead the Non-Compete is invalid or entered into under duress.

[43] At the 2017 hearing, the Plaintiffs relied on evidence found during Personal Property Registry (PPR) searches, specifically:

- Robert had registered a security agreement as creditor against serial numbered equipment, as well as present and after-acquired property, including accounts receivable, book debts, and proceeds, belonging to MCL and Stacy Melnychuk.

- MCL had purchased a significant amount of equipment worth over $6 million, by way of financing, during the period of time after Robert had registered his security agreement.
- There was a security agreement between Sauve and 187 which was secured with 46 pieces of serial numbered equipment and vehicles, as well as Sauve's accounts receivable.
- There was a security agreement between 187 and TD Equipment Finance that was secured against Sauve's equipment. The security agreement between 187 and TD Equipment Finance showed two different addresses for 187 – Robert's personal residence and Sauve's physical address.

[44] As a result of the APO search, the Plaintiffs received more evidence to satisfy the strong *prima facie* element of the test, and relied on the following evidence at this hearing:

- Robert loaned money to MCL and Stacy Melnychuk (the MCL Loan).
- The day after the SPA closed, Robert received a promissory note for the MCL Loan from his counsel. That same day MCL provided a signed copy of the promissory note to Robert; MCL was the sole debtor. MCL also executed a Bill of Sale for collateral listed in the promissory note.
- MCL then provided another executed copy of the promissory note to Robert, with an executed General Sale Agreement.
- Between October 14, 2016, and June 14, 2018, MCL paid Robert over $500,000 in interest and fees in relation to the MCL Loan.
- 187 purchased equipment from Sauve for $1 million, entered a sale and leaseback of the equipment with TD Equipment Finance, and then leased the equipment back to Sauve.
- The original agreement with Sauve was drafted and executed with 1990552 Alberta Ltd. (199), a company that was a party to the SPA. The TD Equipment Finance transaction was going to be done through 199 but was changed to 187, a company the Plaintiffs did not know about.
- The Master Agreement between 187 and Sauve included a clause that provided for the continued use by 187 of the Sauve telephone numbers. In the security registration with TD Equipment Finance, 187 used Sauve's address as 187's address.

[45] Other evidence discovered as a result of the APO search included text messages of Robert's that indicate he was engaged in business, competing with WCL during the restricted period of the Non-Compete.

[46] The Plaintiffs argue that considering the above, they have met the burden of showing a strong *prima facie* case against the Defendants.

[47] The Defendants argue the Plaintiffs have not shown a strong *prima facie* case. The Plaintiffs relied solely on the alleged breach of the Non-Compete to substantiate their strong *prima face* case. The Defendants argue that alleged breaches of the Non-Compete cannot

demonstrate a strong *prima facie* case because these alleged breaches are based on an assumption the Non-Compete was an enforceable agreement. The Defendants say the Non-Compete, as a form of restrictive covenant and restraint of trade, could be set aside if found to be unreasonable. The Defendants say that part of the Plaintiffs' establishment of alleged breaches had to include the Plaintiffs' addressing and neutralizing the defence that the Non-Compete is an unreasonable restraint of trade and unenforceable.

[48] The Defendants argue the Non-Compete here was not necessarily a reasonable restraint of trade because the SPA it was attached to was not a typical arm's-length sale of a business on the open market. Rather, the Defendants allege the Non-Compete was a unilateral additional benefit for Scott obtained because of his Oppression Action. The Defendants argue the Non-Compete was also unreasonable from the public interest perspective, at least with respect to the restriction on loaning money, as this does not support a competitive market. Finally, the Defendants say the Non-Compete was unreasonable because the evidence establishes it was unnecessary – there were no known losses to WCL as a result of Robert's alleged breach.

[49] Further, a lack of losses or damages also means that, if there was a breach of contract, it would be a technical breach only, and not a strong *prima facie* case.

[50] The Defendants next argue the Non-Compete is arguably an unenforceable gratuitous promise. They argue that the Offer, signed by Robert on May 12, 2016, actually contained the essential terms of the agreement between the parties, and did not require Robert to execute a non-competition agreement. The Defendants say the SPA is expressly subject to terms of the Offer and simply details the deal struck in the Offer. Robert did not receive consideration for the Non-Compete and it was simply added on once the SPA was completed.

[51] Finally, the Defendants note that the fact the Plaintiffs were unsuccessful in a partial summary judgment application on liability also supports their argument that there is, and was, no strong *prima facie* case.

[52] I find that the Plaintiffs have met this element of the test. At the 2017 application, the Plaintiffs provided evidence to support a strong *prima facie* case. The Court received copies of the pleadings, copies of the Non-Compete and SPA, and evidence of Robert and/or 187 loaning money to MCL and Sauve. Since 2017, the Plaintiffs have recovered more evidence, and the strength of their case has only improved.

[53] On an application for an APO, or a set aside application, it is not necessary for the judge to determine absolutely whether a particular allegation may be proven; that is a matter for the trial judge. The Defendants argued the Non-Compete was an unreasonable restraint on trade and unenforceable. The Defendants say the Plaintiffs gave no additional consideration for the Non-Compete, which was not part of the original Offer prior to the SPA. In response, the Plaintiffs argue the Non-Compete is a reasonable restraint on trade, enforceable, and that consideration was given for the Non-Compete.

[54] To the extent there is any merit to the Defendants' positions about the Non-Compete, those are more properly addressed by a trial judge.

[55] Similarly, the Plaintiffs' unsuccessful summary judgment application does not mean they were not entitled to an APO. A decision on an APO is based on the materials before the judge hearing that application, which may be, but probably is not the only, evidence before a judge hearing a summary judgment application, or indeed, a judge hearing the ultimate trial.

ii) Serious Potential for Damage – Procedural Impact

[56] Next, the applicant must establish that the loss of evidence – either through destruction or concealment by the defendant - would prevent the plaintiffs from proving their claim. This is referred to as the procedural impact test: ***CCS Corporation v Secure Energy Services Inc***, 2009 ABQB 275 at paras 42-45.

[57] The Plaintiffs argue that without the evidence sought in the APO, they would be unable to prove their case. Such evidence includes the terms of the agreements between the Defendants and Sauve and MCL, as well as the financial benefits the Defendants obtained from those agreements and the nature of the benefits between the parties. The APO also resulted in the Plaintiffs' discovering the evidence that Robert was competing with WCL during the restricted period in the Non-Compete.

[58] The Defendants argue that typically in APO applications the defendant's possession of evidence being sought is a crucial factor to proving the plaintiff's case. The possession of the evidence, rather than its contents, is crucial. In other circumstances that do not involve wrongful possession, the defendant would be expected to have the only copy of evidence. Here, the Defendants argue, the fact that Robert had possession of evidence is irrelevant and the evidence sought was available from other sources. The Defendants say the Plaintiffs should have proceeded by way of applications for third party production orders instead of an APO to obtain documents they sought.

[59] I agree with the Plaintiffs that they would have suffered procedural impact – that is, loss of evidence would prevent them from proving their case – if the APO was not granted. In particular, the loss of Robert's financial records, personal text messages, and emails would have curtailed or prevented the Plaintiffs from establishing their claim.

[60] I do not accept the Defendants' argument that third party production orders ought to be sought instead of an APO, and indeed, it is not certain that such orders would have been appropriate in this situation, since one condition of a third party production order is that a document cannot be obtained from a party: ***CNOOC Petroleum North America ULC v 801 Seventh Inc***, 2023 ABCA 97 at para 27.

iii) Evidence Will Likely Be in Defendants' Possession

[61] The Defendants concede for the purposes of this application that they were plausibly in (non-exclusive) possession of some evidence sought by the Plaintiffs.

iv) Real Possibility Defendants' Will Destroy Evidence Prior to Discovery Process

[62] Applicants for an APO must establish there is a real possibility the defendants will destroy evidence before the discovery process. It is almost impossible to establish this with direct evidence; courts can infer a real possibility through evidence of a defendant's dishonest actions or where a defendant has knowingly violated the applicant's rights: ***Capitanescu v Universal Weld Overlays Inc***, 1996 CanLII 7286 (ABQB). A court may also consider evidence a defendant has failed to respect court orders: ***British Columbia (Attorney General) v Malik***, 2011 SCC 18 at paras 58-60.

[63] The Plaintiffs allege that Robert has demonstrated, in both the Oppression Action and this action, that he will destroy and attempt to destroy evidence, has repeatedly and flagrantly

disobeyed court orders, and has falsified records. The Plaintiffs also argue Robert's conduct with respect to the MCL Loan is dishonest and supports an inference of a real possibility of destruction of evidence.

[64] The Plaintiffs allege Robert returned his WCL cell phone with a smashed screen and deleted text messages between himself and a third Weinrich brother, Grant. WCL and Robert were involved in various pieces of litigation related to Grant's company, Octo Mechanical Inc. The text messages were evidence in those actions.

[65] The Plaintiffs also argue Robert has a history of disobeying or breaching court orders – for example, during the Oppression Action, Robert entered contracts on behalf of WCL and issued cheques, all in breach of a November 7, 2014 Order of Belzil J. The Plaintiffs allege Robert refused to return, and defaced, a logbook, which was evidence in the Oppression Action. The Plaintiffs also allege Robert breached a November 25, 2014 Order of Belzil J by interfering with the operation of WCL, avoiding or delaying payment of independent counsels' legal fees, attempting to interfere with Scott's financing, and seeking out a third party buyer for WCL.

[66] The Plaintiffs also note that within this action they were forced to apply for a further and better Affidavit of Records from Robert. This Court granted that application on November 26, 2019, and ordered the Supplementary Affidavit of Records, which, the Plaintiffs say, was provided approximately five years later and ultimately did not comply with the Order.

[67] Finally, the Plaintiffs note Robert instructed that a payment to his ex-wife be logged as a sub-contractor expense. This was ultimately corrected by WCL's Controller; however, the Plaintiffs allege this was an attempt to falsify records.

[68] The Defendants argue that the evidence proffered by the Plaintiffs is not compelling proof that Robert has a predilection for destroying evidence. The Defendants say the text messages Robert deleted from his cell phone were personal items, which he had permission to remove.

[69] The Defendants also note that evidence of Robert failing to comply with court orders was insufficient to support a finding of contempt in the Oppression Action and so should be given little weight to support a finding that Robert disobeys court orders.

[70] With respect to issues arising from Questioning of Robert, the Defendants say that since the Plaintiffs did not bring applications for questions or undertakings refused, they should not be able to rely on unproven allegations of misconduct during Questioning to support an argument Robert is predisposed to destroy evidence.

[71] Finally, the Defendants argue that Robert did not "instruct" the WCL Controller to falsify records, rather, he simply asked to have a payment re-categorized as a corporate expense rather than as a shareholder loan.

[72] Based on the evidence before me, I find the Plaintiffs have shown a real possibility that the Defendants will destroy evidence prior to the full discovery process. There is some evidence of damaged WCL property and a lack of compliance with court orders. There is also evidence of dishonest conduct. The fruits of the APO search included relevant and material records that should have been produced by the Defendants. The evidence is sufficient to meet this requirement of the test for an APO.

V. Conclusion

[73] In conclusion, the Plaintiffs have met the criteria for an APO. The Plaintiffs have established a strong *prima facie* case and that the loss of evidence would prevent the Plaintiffs from proving their claim. The parties agreed that the Defendants would be in possession of the evidence sought by the Plaintiffs. Finally, the Plaintiffs have established a real possibility that the Defendants would destroy evidence prior to the discovery process. The Defendants' set aside application is dismissed.

[74] If the parties are unable to agree on costs, they may submit a letter to me within thirty days of this Decision through my Judicial Assistant, no more than 5 pages long, single-sided paper, 12 point font, plus case authorities or relevant pleadings.

Heard on the 11th day of June, 2025.
Dated at the City of Edmonton, Alberta this 12th day of September, 2025.

K.G. Nielsen
A.C.J.C.K.B.A.

Appearances:

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Neil Fenna Professional Corporation
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Mike Mestinsek, K.C. and Lynda Rogers
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