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JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED
AND THE *JUDICATURE ACT*, RSA 2000, c J-2

AND IN THE MATTER OF THE RECEIVERSHIP OF
MAYFIELD INVESTMENTS LTD., CAMROSE
CASINO CORPORATION, and CAMROSE CASINO
LIMITED PARTNERSHIP

DOCUMENT

SIXTH REPORT OF THE RECEIVER

July 7, 2025

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECEIVER

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INTRODUCTION

1. Ernst & Young Inc. (“**EYI**”) was appointed as the receiver (the “**Receiver**”) of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (collectively, the “**Mayfield Property**”) of Mayfield Investments Ltd. (“**Mayfield**” or the “**Company**”) pursuant to an Order of this Honourable Court (the “**Receivership Order**”) dated September 6, 2024.
2. The Receivership Order was immediately stayed until the earlier of: (i) October 31, 2024, or such date as may be amended or extended by the written agreement of ATB Financial (“**ATB**”) and Mayfield, in their sole discretion; or (ii) the date on which ATB filed the Lender’s Certificate (as defined in the Receivership Order).
3. On October 24, 2024, ATB filed the Lender’s Certificate with this Honourable Court, resulting in the Receivership Order being effective on October 24, 2024 (the “**Appointment Date**”).
4. On October 28, 2024, an application was brought by Mayfield (the “**October 28th Application**”) to this Honourable Court seeking the following relief, among other things:
 - a. staying the effects of the Receivership Order until February 1, 2025 or such other time as the Court deems just; and
 - b. alternatively, staying the effect of the Receivership Order until the Court rules on Mayfield’s competing application for protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36.
5. On October 30, 2024, the Honourable Justice M.A. Marion issued a decision dismissing the October 28th Application.
6. On January 14, 2025 pursuant to an Order of the Honourable Justice G.S. Dunlop (the “**Receivership Extension Order**”), the Receivership Order was extended to include Camrose Casino Corporation (“**Camrose Casino GP**”) and Camrose Casino Limited Partnership (“**Camrose Casino LP**”, and together with Camrose Casino GP, the “**Camrose Casino**”) and the Receiver was appointed receiver of the current and future assets, properties and undertakings (collectively, and together with the Mayfield Property, the “**Property**”) of the Camrose Casino, on the same terms, and with the same powers and charges in its favour, as the Receiver was appointed pursuant to the Receivership Order.
7. Also on January 14, 2025, pursuant to an Order of the Honourable Justice G.S. Dunlop (the “**SISP Order**”), the Court approved a sales process for the Mayfield Property (the “**SISP**”).

8. On February 21, 2025, pursuant to an Order of the Honourable Justice Mah, the Court approved a sale transaction for the Camrose Casino, as contemplated by an asset purchase agreement between the Receiver and Capital City Casinos Ltd. ("**Capital City**") made as of February 13, 2025 (the "**Capital City Transaction**"). In relation to the Capital City Transaction, the Court also approved a lease agreement between the Receiver and Capital City to lease the Camrose Casino premises located in the Camrose Resort Casino Hotel (the "**Capital City Lease**"). The Capital City Transaction closed on March 31, 2025.

PURPOSE

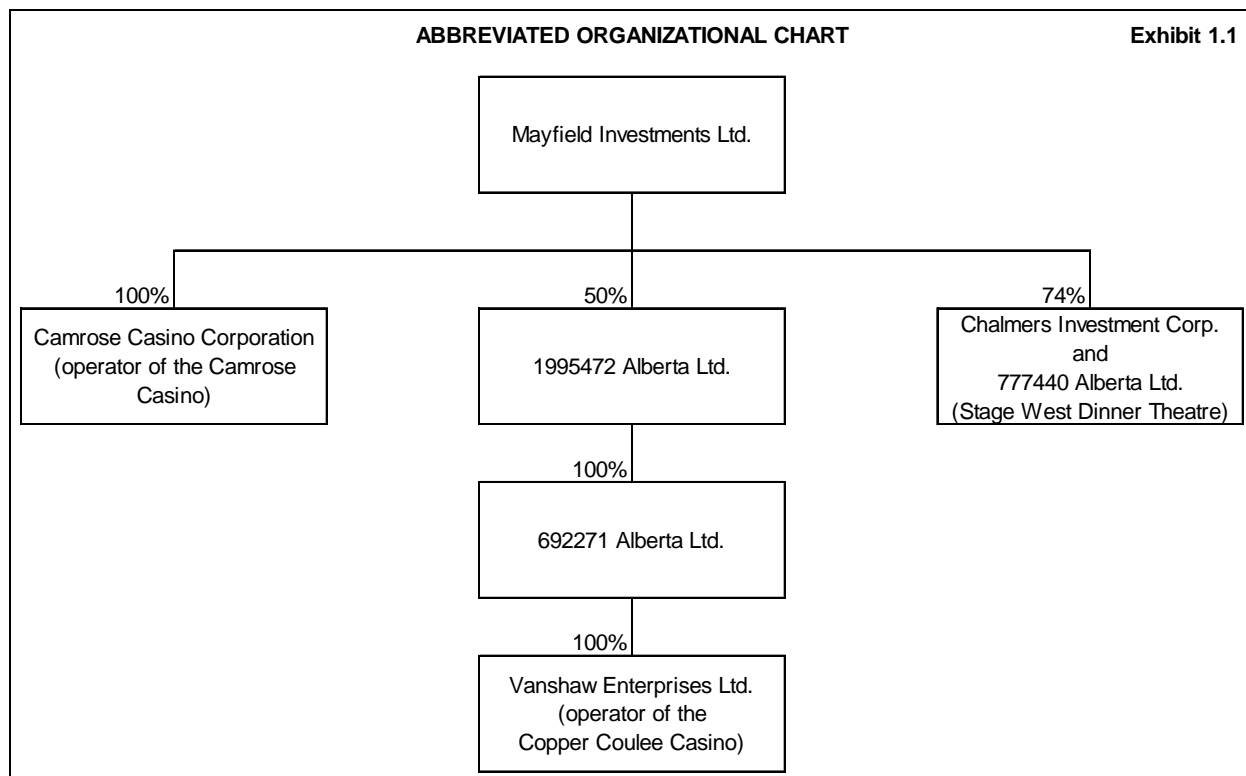
9. The purpose of this sixth report of the Receiver (this "**Sixth Report**") is to provide this Honourable Court and Mayfield's stakeholders with information and the Receiver's comments with respect to the following:
 - a. a summary of the activities of the Receiver since the fourth report of the Receiver dated February 14, 2025 (the "**Fourth Report**");
 - b. a statement of receipts and disbursements for the period of February 1, 2025 until June 30, 2025;
 - c. the Receiver's request for approval of an asset purchase agreement dated July 4, 2025 entered into between the Receiver and Rose Country Investments Ltd. (the "**Purchaser**" or "**Rose Country**") for the purchase of the Camrose Resort Casino Hotel (the "**CRC**");
 - d. the Receiver's request for a sealing order (the "**Sealing Order**") sealing the confidential supplement to the Sixth Report and related confidential appendices (together, the "**Sixth Report Supplement**");
 - e. the Receiver's request for approval of the activities, fees and expenses of the Receiver and the Receiver's counsel; and
 - f. the Receiver's recommendations to this Honourable Court.

TERMS OF REFERENCE AND DISCLAIMER

10. In preparing this Sixth Report, the Receiver has relied upon unaudited financial information, the Company's books and records, and discussions with Mayfield's managers and employees.
11. The Receiver has not audited, reviewed or otherwise verified the accuracy or completeness of the Company's financial and other information.
12. Capitalized terms not defined in this Sixth Report Supplement are as defined in the prior reports of the Receiver, the Order (Sale and Investment Solicitation Process Approval) granted by the Court on January 14, 2025, the Receivership Order, or in other materials filed with the Court in connection with these proceedings to date.
13. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

14. Mayfield's business includes owning and operating certain hotels, which include casino and gaming operations in Camrose, Alberta and Medicine Hat, Alberta. Specifically, Mayfield's assets consist of (i) the CRC, located in Camrose, Alberta, and (ii) the Medicine Hat Lodge (the "**MHL**"), located in Medicine Hat, Alberta.
15. The CRC is comprised of a hotel with approximately 112 guest rooms and suites, a casino, two restaurants (Rosie's Family Restaurant and Joker's Den Lounge), a waterpark and a convention centre.
16. The MHL is part of the Trademark Collection by Wyndham and consists of a hotel with 219 guest rooms and suites, three restaurants (Redwood Restaurant & Bar, Teakwood Family Restaurant & Lounge and Elements Restaurant & Bar), a waterpark and a convention centre with four meeting rooms.
17. Mayfield owns a 50% interest in 1995472 Alberta Ltd. ("**1995**"), which owns 100% of the shares of Vanshaw Enterprises Ltd ("**Vanshaw**"). Vanshaw owns and operates the Copper Coulee Casino (the "**CCC**"), which is attached to the MHL. An updated abbreviated organizational chart of the group of companies associated with Mayfield is shown in Exhibit 1.1 below:



18. Mayfield's businesses were negatively impacted by the COVID-19 Pandemic and have continued to experience financial difficulties. Additionally, the CRC was subject to a serious flood in 2021, impacting 83 guest rooms and resulting in a partial re-build of the hotel, which materially impacted operations.
19. As at the Appointment Date, the aggregate of all indebtedness and accrued interest owed by Mayfield to ATB, the primary secured creditor of Mayfield, totalled approximately \$38.8 million.
20. Additional background information on Mayfield is available on the Receiver's website at www.ey.com/ca/mayfield (the "Receiver's Website").

ACTIVITIES OF THE RECEIVER

21. Since the Fourth Report, the Receiver has, among other things, undertaken the following activities:

Medicine Hat Lodge

- a. continued the operations of the MHL in the normal course, including direct involvement in the day-to-day operations such as cash management, reviewing internal financial statements and forecasts, managing human resources matters for over 100 employees, evaluating repairs and maintenance items and managing capital expenditures;
- b. attended weekly management meetings with the MHL management team to discuss operational items and address questions of the management team;
- c. held meetings with various creditors and stakeholders to provide further information on the receivership;
- d. engaged a contractor to complete certain necessary repairs and routine maintenance of the MHL;
- e. applied to this Honourable Court for advice and directions regarding the Lease between Mayfield and Vanshaw, including the director's resolution approving the renewed Lease and received an order from this Honourable Court on May 26, 2025 declaring the renewed Lease is valid and enforceable¹;
- f. engaged Nichols Environmental (Canada) Ltd., an environmental consultant, to complete a Phase II environmental site assessment of the soil and groundwater at MHL and made the site assessment available to Phase 2 Qualified Bidders in the Data Room;

Camrose Resort Casino Hotel

- g. continued the operations of the CRC in the normal course, including direct involvement in the day-to-day operations including cash management, reviewing internal financial statements and forecasts, managing human resources matters for approximately 60

¹ For details regarding the May 21, 2025 Application and the May 26, 2025 Order, please refer to the Fifth Report of the Receiver dated May 5, 2025 and the Supplement to the Fifth Report dated May 12, 2025.

employees, evaluating repairs and maintenance items, managing capital expenditures and liaising with Capital City as tenant at the Camrose Casino;

- h. attended at the CRC and Camrose Casino to ensure continued operations with minimal disruption to the business and answer questions of the employees;
- i. attended various meetings in-person and virtually with the general manager and other management personnel;
- j. engaged Roper Valuation & Insurance Advisors Ltd., an insurance valuator that had been retained by Mayfield prior to the Appointment Date, to continue a valuation assessment of the insurance claims related to the flood that occurred in the CRC and provide other advisory services to the Receiver related to the insurance claims arising from the flood;
- k. closed the sale of the Camrose Casino to Capital City on March 31, 2025 and collected monthly rent payments from Capital City thereafter;
- l. entered into tolling agreements with 161945 Alberta Ltd., operating as ServiceMaster of Edmonton ("**ServiceMaster**"), to toll the limitation period relating to a builders' lien claim advanced by ServiceMaster and with Acera Insurance Services Ltd., Rogers Insurance Ltd., Travelers Insurance Company of Canada, XL Specialty Insurance Company, Intact Insurance Company, the Dominion of Canada General Insurance Company, AXA Pacific Insurance Company, AXA Insurance Company, AXA Insurance (Caada) Ltd., and Crawford & Company (Canada) Inc. (collectively, the "**Broker and Insurer Defendants**") regarding a statement of claim filed by Mayfield and Camrose Casino against the Broker and Insurer Defendants;
- m. advanced the Camrose Casino claims process as approved by this Honourable Court on February 21, 2025, including; (i) accepting certain of the claims filed with the Receiver, and (ii) issuing notices of revision or disallowance for certain of the claims filed with the Receiver. The Receiver intends to seek approval from this Honourable Court for a distribution to ATB and the claimants whose claims have been adjudicated or accepted by the Receiver at a later date;

Chalmers Investment Corp. and 777440 Alberta Ltd.

- n. obtained and reviewed financial information and operational information regarding the operations of Chalmers Investment Corp. ("**Chalmers**"), the operating company of the

Stage West Dinner Theatre in Calgary and obtained financial information related to the real property owned by 777440 Alberta Ltd. ("**777 AB**") in which Chalmers operates;

- o. engaged Ernst & Young LLP's transaction real estate group to provide a desktop appraisal of the real property owned by 777 AB including analysis of recent comparable property sales;
- p. continued discussions with the other shareholder and director of Chalmers and 777 AB regarding realization of Mayfield's approximate 76% equity interest in Chalmers and 777 AB; and
- q. engaged with a third party interested in acquiring the shares of Chalmers and 777 AB held by Mayfield;

Sales Process

- r. worked with Avison Young Commercial Real Estate Services, LP ("**Avison Young**" or the "**Selling Agent**"), pursuant to the Listing Agreement (as defined in the Second Report) approved by this Honourable Court on January 14, 2025, to undertake the following sales process activities:
 - (a) reached out to various potential bidders to solicit interest in the sale of the Mayfield Property;
 - (b) executed confidentiality agreements with 36 potential bidders and provided access to a Data Room with financial information and other information related to the Mayfield Property;
 - (c) received and evaluated Qualified LOIs received from Phase 1 Qualified Bidders by the Phase 1 Bid Deadline and admitted all Phase 1 Qualified Bidders to participate in Phase 2 of the SISP;
 - (d) extended the Phase 2 Bid Deadline to from May 30, 2025 to June 13, 2025 with the consent of ATB, pursuant to the provisions of the court-approved SISP given the timing of the application for advice and directions relating to the renewed Lease between Mayfield and Vanshaw, discussed earlier;
 - (e) coordinated with Avison Young to facilitate site visits with Phase 2 Qualified Bidders;

- (f) responded to various questions from Potential Bidders regarding the SISP and Data Room information, in consultation with the Receiver's counsel and Avison Young;
- (g) received Phase 2 Qualified Bids by the Phase 2 Bid Deadline and evaluated, or is continuing to evaluate them; and
- (h) entered into a purchase and sale agreement with the Purchaser for the purchase of the CRC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

22. Table 1.0 below is a summary of the receipts and disbursements of Mayfield since February 1, 2025 to June 30, 2025 (the "Reporting Period"):

Mayfield Investments Ltd. Statement of Receipts and Disbursements February 1, 2025 to June 30, 2025 \$CAD, <i>unaudited</i>			Table 1.0
	Notes		Ref
Opening cash balance	<i>a</i>	814,676	<i>A</i>
Receipts			
Camrose Casino sales proceeds	<i>b</i>	5,822,631	
Receipts from Camrose Casino	<i>c</i>	2,636,744	
Receipts from the Medicine Hat Lodge	<i>d</i>	3,104,253	
Receipts from the Camrose Resort Casino Hotel	<i>d</i>	1,933,460	
Dividends received from Vanshaw	<i>e</i>	450,000	
Rent from the Copper Coulee Casino	<i>f</i>	170,888	
Rent from the Camrose Casino	<i>g</i>	137,901	
Other receipts	<i>h</i>	79,027	
Total receipts		14,334,902	<i>B</i>
Disbursements			
Salaries and wages	<i>i</i>	(2,549,102)	
Operating expenses	<i>j</i>	(1,883,839)	
AGLC payments and sweeps	<i>k</i>	(1,810,073)	
Receiver's and Receiver's counsel fees	<i>l</i>	(1,436,998)	
Utilities	<i>m</i>	(473,001)	
Casino cash float orders	<i>n</i>	(401,000)	
Insurance	<i>o</i>	(225,697)	
Casino table and jackpot cheques	<i>p</i>	(152,716)	
Property taxes	<i>q</i>	(68,949)	
Bank fees and other	<i>r</i>	(6,841)	
Total disbursements		(9,008,214)	<i>C</i>
Ending cash balance (A + B + C)		6,141,364	

23. Notes to the Receiver's statement of receipts and disbursements for the Reporting Period are as follows:

- a. the opening cash balance represents the cash balances for all Mayfield accounts as at February 1, 2025;
- b. sales proceeds of approximately \$5.8 million were received from the Capital City Transaction, comprised of a purchase price of \$5.5 million plus a working capital adjustment of approximately \$323,000;
- c. receipts from the Camrose Casino represent deposits from the VLT and slot machines located at the Camrose Casino, including bank deposits of casino float up to the date of the closing of the sale of the Capital City Transaction;
- d. receipts from the MHL and the CRC represent room sales, food and beverage and ancillary sales from the hotel operations;
- e. dividends of \$450,000 were received from Vanshaw to Mayfield as a 50% shareholder of 1995;
- f. the Receiver received rent payments of \$170,888 from the CCC for the months of February to June 2025 pursuant to the lease agreement between Mayfield and Vanshaw;
- g. the Receiver received rent payments from Capital City of \$137,901 related to the Camrose Casino for the months of April to June 2025 pursuant to the lease agreement between the Receiver and Capital City;
- h. other receipts include ATM fees and other receipts received by Mayfield;
- i. salaries and wages include all payroll for the MHL, CRC, Camrose Casino and head office, including employee benefits (salaries for the Camrose Casino employees were paid up to the closing date of the Capital City Transaction);
- j. the Receiver has disbursed \$1.9 million related to on-going operating costs associated with the MHL, CRC and Camrose Casino, including food & beverage orders, hotel supplies, maintenance costs, and other operating expenses;
- k. AGLC payments and sweeps include bi-weekly casino sweeps by the AGLC and AGLC sweeps for the lottery machines located at the MHL and CRC, the Receiver has completed all required AGLC cash sweeps required in the Reporting Period;

- l. the Receiver has invoiced fees and disbursements of \$516,289 (inclusive of GST) during the Reporting Period and the Receiver's legal counsel has invoiced fees and disbursements of \$920,709 (inclusive of GST) during the Reporting Period, including fees and disbursements incurred prior to the Reporting Period;
 - m. the Receiver continued paying utilities at the MHL and CRC in the normal course of business;
 - n. the Receiver made cash orders of \$401,000 from GardaWorld to replenish the Camrose Casino cash float up to the closing of the Capital City Transaction;
 - o. the Receiver has paid insurance of \$225,597 under the existing insurance policy to ensure the Property is adequately insured;
 - p. cheques were issued in the amount of \$152,716 related to jackpot winnings and table games;
 - q. monthly property tax installments amounting to \$68,949 have been paid by the Receiver for the CRC and the MHL; and
 - r. bank fees and other disbursements of \$6,841 have been paid by the Receiver.
24. The statement of receipts and disbursements excludes information related to deposits received from Phase 2 Qualified Bidders as the quantum of the deposits received is commercially sensitive information and certain of the deposits may be refunded pursuant to the SISP.

CRC SALE CONSIDERATIONS

Rose Country Phase 2 Qualified Bid

- 25. The Receiver, with assistance from Avison Young, undertook a sales process for the Mayfield Property, pursuant to the Court-approved SISP and received nine (9) Qualified LOIs in Phase 1 and multiple Phase 2 Qualified Bids. Further details of the Qualified LOIs received in Phase 1 and Phase 2 Qualified Bids received is outlined in the Sixth Report Supplement.
- 26. The Phase 1 Bid Deadline was March 31, 2025 and multiple Qualified LOIs were received for the CRC. The Purchaser did not submit a Qualified LOI in Phase 1. An affiliate of the Purchaser, Denham Properties Ltd. ("**Denham Properties**") executed a confidentiality agreement on April 11, 2025, following the Phase 1 Bid Deadline, and was granted access to the Data Room.

27. It was the Receiver's view, in consultation with Avison Young, that Denham Properties was a *bona fide* Bidder and the Receiver permitted Denham Properties to proceed to Phase 2 of the SISP as a Phase 2 Qualified Bidder.
28. The Receiver received a Phase 2 Qualified Bid from Denham Properties on June 13, 2025 (the "**Denham Phase 2 Qualified Bid**") in accordance with the SISP. The Denham Phase 2 Qualified Bid was unconditional and was substantially in the form of the template purchase and sale agreement provided by the Receiver to all Phase 2 Qualified Bidders.
29. Although neither the Purchaser nor Denham Properties submitted a Qualified LOI in Phase 1 and, therefore, was not strictly in compliance with the Court-approved SISP, pursuant to paragraph 34 of the SISP, the Receiver may waive strict compliance with any one or more requirements of the SISP in consultation with ATB.
30. In accordance with paragraph 40 of the Court-approved SISP, the Receiver evaluated the Denham Phase 2 Qualified Bid and amended certain terms of the Denham Phase 2 Qualified Bid, in consultation with ATB. The amendments to the Denham Phase 2 Qualified Bid were agreed to by Denham Properties.
31. In consultation with ATB, the Receiver determined the amended Denham Phase 2 Qualified Bid to be the highest and best Phase 2 Qualified Bid received for the CRC and designated the amended Denham Phase 2 Qualified Bid as the Successful Bid in respect of the CRC. The Receiver's considerations of determining the Successful Bid are described further herein. The purchasing entity was subsequently changed from Denham Properties to the Purchaser, Rose Country.

Rose Country PSA

32. The Receiver has executed the purchase and sale agreement with Rose Country (the "**Rose Country PSA**"), subject to the approval of this Honourable Court. A redacted copy of the Rose Country PSA is appended hereto as Appendix 'A'. The material terms of the Rose Country PSA are as follows:
 - a. **Purchased Assets:** includes the real property of the CRC and certain other assets;
 - b. **Purchase Price:** a cash purchase price payable on closing of the transaction;
 - c. **Deposit:** a deposit representing 10% of the purchase price is to be held in trust with the Receiver upon execution of the agreement and applied to the purchase price upon closing;

- d. **Closing Date:** July 31, 2025, subject to Court approval;
- e. **Representations and Warranties:** the property is to be purchased on an 'as is, where is' basis without representations or warranties provided by the Receiver;
- f. **Capital City Lease:** the Purchaser will assume the Capital City Lease;
- g. **Employees:** the Purchaser will make offers of employment on substantially similar terms to all existing employees whose employment duties substantially relate to the Camrose Casino business; and
- h. **Trade Name:** the Rose Country PSA includes a provision for a declaration of the cessation of the use of the trade name "Camrose Resort Casino Hotel" (the "**Trade Name**") to permit the Purchaser the use of the Trade Name. The Trade Name is registered to the Camrose Casino Corporation, which is subject to the receivership proceedings, and was not an asset sold pursuant to the Capital City Transaction.

Receiver's recommendations

- 33. The Receiver respectfully recommends that this Honourable Court approve the Rose Country PSA and grant the asset vesting order (the "**AVO**") to approve the vesting of all right, title and interest in and to the Purchased Assets (as defined in the Rose Country PSA) in the Purchaser for the following reasons:
 - a. the Rose Country PSA is unconditional, and is on an 'as is, where is' basis;
 - b. the Receiver has consulted with ATB, the first ranking secured creditor, and ATB is supportive of the Rose Country PSA;
 - c. the Receiver, with the assistance of Avison Young, has undertaken the SISP as approved by this Honourable Court, which included a broad marketing process and the Receiver is of the view that the property subject to the SISP and the Rose Country PSA were adequately marketed and that the SISP was a fair, reasonable, and transparent process;
 - d. the Receiver is of the view that the Rose Country PSA is in the best interests of the stakeholders of Mayfield and that the consideration paid under the Rose Country PSA is reasonable, given the circumstances and nature of the assets to be sold;

- e. the Receiver is of the view that there is no better viable alternative to the Transaction contemplated by the Rose Country PSA and that further marketing efforts will not lead to a better outcome; and
 - f. the Receiver is of the view that the Rose Country PSA represents the highest and best offer for the purchase of the CRC.
- 34. The Receiver is in the process of reviewing the Phase 2 Qualified Bids received for the MHL and 1995 Shares and has not made a decision in relation to the sale of the MHL and 1995 Shares. The Receiver will return to this Honourable Court either for advice and directions or approval of a sale of the MHL and 1995 Shares at a later date.

SEALING ORDER

- 35. The Receiver has prepared the Sixth Report Supplement, which provides further information related to the following:
 - a. further considerations in respect of the Rose Country PSA and the Transaction for the CRC contemplated therein, including the purchase price for the Camrose Hotel;
 - b. the Receiver's comments with respect to two draft appraisals for the CRC;
 - c. additional information on the results of the SISP, including updates on Phase 2 Qualified Bids relating to the MHL and 1995 Shares; and
 - d. a summary of all offers received.
- 36. The Receiver is of the view that the contents of the Sixth Report Supplement contains commercially sensitive information that could negatively impact the SISP if made public prior to the completion of the SISP, including any future efforts by the Receiver to sell the CRC should the Rose Country PSA not be approved or the transaction contemplated thereunder not close, and the continuation of the SISP in respect of the MHL and 1995 Shares.
- 37. The Receiver is of the view that that this information should remain confidential until the completion of the SISP and closing of all sale transactions related to the Mayfield Property. Therefore, the Receiver is seeking a Sealing Order of this Honourable Court sealing the Sixth Report Supplement.

FEES AND COSTS OF THE RECEIVER AND ITS LEGAL COUNSEL

38. Total fees and costs invoiced by the Receiver and its legal counsel from the February 1, 2025 to June 15, 2025 are as follows:
- a. **Receiver:** \$516,289; and
 - b. **Receiver's legal counsel:** \$633,019.73
39. On February 21, 2025, this Honourable Court approved the following fees and costs of the Receiver and its legal counsel:
- a. **Receiver:** invoiced fees and costs of \$324,831 (inclusive of GST) for the period of the Appointment Date up to and including December 6, 2024 and fees incurred but not billed of approximately \$150,000 as at January 31, 2025; and
 - b. **Receiver's legal counsel:** invoiced fees and costs of \$208,693 (inclusive of GST) for the period of the Appointment Date up to and including December 31, 2024 and fees incurred but not billed of approximately \$330,000 as at January 31, 2025.
40. A fee affidavit of the Receiver is appended hereto as Appendix 'B'.
41. The Receiver is of the view that the fees and disbursements incurred by the Receiver, including fees and disbursements of legal counsel, are fair and reasonable in the circumstances and respectfully requests that this Honourable Court approve the fees and costs of the Receiver and its legal counsel.

RECEIVER'S RECOMMENDATIONS

42. The Receiver respectfully recommends that this Honorable Court approve:
- a. the Rose Country PSA and the Transaction contemplated therein;
 - b. the Sealing Order to seal the Sixth Report Supplement; and
 - c. the activities, fees and costs of the Receiver and its legal counsel.

Dated at Calgary, Alberta this 7th day of July, 2025.

ERNST & YOUNG INC.

**in its capacity as the Receiver of
Mayfield Investments Ltd., Camrose Casino Corporation, and
Camrose Casino Limited Partnership
and not in its personal or corporate capacity**

A handwritten signature in black ink, appearing to read 'Peter Chisholm', with a stylized, cursive script.

Peter Chisholm, CPA, CA, CIRP, LIT
Senior Vice President

A handwritten signature in black ink, appearing to read 'Josh Heagy', with a stylized, cursive script.

Josh Heagy, CPA, CIRP, LIT
Vice President

Appendix 'A'
REDACTED ROSE COUNTRY PSA

ERNST & YOUNG INC., solely in its capacity as Court-appointed receiver of all of the assets, undertakings and properties of **MAYFIELD INVESTMENTS LTD.**, **CAMROSE CASINO CORPORATION** and **CAMROSE CASINO LIMITED PARTNERSHIP**, and not in its personal or corporate capacity

- and -

ROSE COUNTRY INVESTMENTS LTD.

PURCHASE AND SALE AGREEMENT

DATED AS OF JULY 4, 2025

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made as of July 4, 2025.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as Court-appointed Receiver of all of the assets, undertakings and properties of **MAYFIELD INVESTMENTS LTD., CAMROSE CASINO CORPORATION** and **CAMROSE CASINO LIMITED PARTNERSHIP**, and not in its personal or corporate capacity (the "Receiver")

AND:

ROSE COUNTRY INVESTMENTS LTD., a corporation organized under the laws of the Province of Alberta (the "**Purchaser**")

WHEREAS:

- A.** Mayfield Investments Ltd. (the "**Debtor**") carries on the Business.
- B.** Pursuant to an Order of the Honourable Justice M.J. Lema of the Court of King's Bench of Alberta (the "**Court**") granted September 6, 2024 and effective October 24, 2024 (the "**Receivership Order**") in the proceedings bearing Court File No. 2403-12343 (the "**Receivership Proceedings**"), Ernst & Young Inc. was appointed as Court-appointed receiver of all the current and future assets, undertakings and properties, including all proceeds thereof, of the Debtor, among others, pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), and the *Judicature Act*, RSA 2000, c J-2.
- C.** In connection with the Receivership Proceedings and pursuant to the Order of the Honourable Justice G.S. Dunlop granted January 14, 2025 (the "**SISP Order**"), the Receiver was authorized to market any or all of the Property of the Debtor and negotiate such terms as the Receiver deems appropriate.
- D.** The Receiver desires to sell, transfer and assign to the Purchaser, and the Purchaser desires to acquire and assume from the Receiver, in its capacity as Court-ordered receiver and manager of the Debtor, all of the right, title and interest of the Debtor in and to the Purchased Assets and the Assumed Liabilities, on the terms and subject to the conditions contained in this Agreement.
- E.** The transactions contemplated by this Agreement are subject to the approval of the Court and, if approved, will be consummated pursuant to the Approval and Vesting Order to be granted by the Court in the Receivership Proceedings.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement, the following terms shall have the following meanings:

"1995" means 1995472 Alberta Ltd., being the entity which indirectly holds 100% of the issued and outstanding shares of Vanshaw Enterprises Ltd., the operating entity of the Copper Coulee Casino attached to the Medicine Hat Lodge.

"1995 Shares" means 100 Class "B" voting shares in the capital of 1995, representing 50% of all issued and outstanding voting shares in the capital of 1995, registered in the name of the Debtor.

"Accepting Employees" has the meaning set out in Section 6.1.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to **"control"** another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **"controlled"** shall have a similar meaning.

"Agreement" means this Purchase and Sale Agreement and all the Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter:

- (i) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order or other requirement having the force of law, including, any Privacy Law; and
- (ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law,

(collectively, in the foregoing clauses (i) and (ii), **"Law"**), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

"Approval and Vesting Order" means an order of the Court issued in the Receivership Proceedings, substantially in the form attached hereto as Schedule "A", approving this Agreement and the transactions contemplated by this Agreement, and vesting in the Purchaser all of the right, title and interest of the Debtor in and to the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances).

"Assumed Liabilities" means all Liabilities pertaining to the Purchased Assets and the

Accepting Employees and relating to the period after the Closing Time, but excluding the Excluded Liabilities.

"BIA" has the meaning set out in Recital B.

"Books and Records" means all books, records, files, papers, books of account, and other financial data used in, arising from or otherwise related to the Purchased Property or any part thereof, including manuals and data, sales and advertising materials, sales and purchase data, trade association files, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media.

"Business" means, collectively, all of the business operations as maintained, owned, operated and conducted as of the date hereof by the Debtor at or in relation to the Purchased Property.

"Business Day" means any day other than a Saturday or a Sunday or any day that is a statutory holiday in the Province of Alberta.

"Camrose Resort Casino Hotel" means the hotel and related business owned by the Debtor and carried on at 3201 48 Avenue, Camrose, Alberta, including, among other things, a three-story building with 112 guest rooms and suites, two restaurants, conference rooms and an indoor pool and which, for greater certainty, does not include the casino business operating at 3201 48 Avenue, Camrose, Alberta and known as the "Camrose Casino", nor any assets relating thereto.

"Capital City Lease" means the Camrose Resort Casino Lease between Mayfield Investments Ltd., by its Court-appointed Receiver and Capital City Casinos Ltd. dated February 13, 2025.

"Closing" means the completion of the purchase and sale of the right, title and interest of the Debtor in and to the Purchased Assets and the assumption of the Assumed Liabilities by the Purchaser in accordance with the provisions of this Agreement.

"Closing Date" means July 31, 2025 or such other date as may be agreed to in writing by the Parties, provided however, that the Closing Date shall not be later than the Outside Date.

"Closing Time" has the meaning set out in Section 8.1.

"Confidentiality Agreement" means the confidentiality and non-disclosure agreement between the Receiver and Purchaser dated April 11, 2025.

"Constating Documents" means any certificate or articles of incorporation or amalgamation, notice of articles, articles, bylaws, shareholder agreement, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Court" has the meaning set out in Recital B.

"Customer Deposit" means any prepayments paid by customers of the Camrose Resort Casino Hotel to the Receiver prior to the Closing Date for accommodations occurring after the Closing Date.

"Damages" means any loss, cost, Liability, claim, interest, fine, penalty, assessment, Taxes, damages available at law or in equity (including incidental, consequential, special, aggravated, exemplary or punitive damages), expense (including consultant's and expert's fees and expenses and reasonable costs, fees and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation, defence or settlement) or diminution in value.

"Debtor" has the meaning set out in Recital A.

"Deposit" has the meaning set out in Section 3.2(a).

"Employees" means all individuals, who, as of the Closing Date, are employed by the Debtor in the Business, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence, and all individuals who have been placed on temporary lay-off which has not expired, and **"Employee"** means any one of them.

"Encumbrances" means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, Action, exception, reservation, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, right of pre-emption or privilege or contract to create any of the foregoing against or in respect of the any of the Purchased Assets.

"ETA" means the *Excise Tax Act*, RSC 1985, c E-15.

"Excluded Assets" means:

- (i) the following Property and all Miscellaneous Assets associated therewith:
 - (A) the Medicine Hat Lodge; and
 - (B) the 1995 Shares;
- (ii) all accounts receivable, trade accounts, bank accounts, book debts, insurance claims, bills, credits, rebates, deposits, prepayments, holdbacks, funds, cash and cash equivalents, and short-term investments of the Debtor;
- (iii) all rights to receive a refund of, and/or credit in respect of Taxes paid by or on behalf of the Debtor;
- (iv) all prepayments, prepaid charges, deposits, sums and fees arising from, in connection with or related to the Business or in respect of the Purchased Assets;
- (v) all minute books and other corporate records of the Debtor and any Books and Records related to the administration of the estate of the Debtor;
- (vi) the rights of the Receiver under this Agreement or any other agreement, certificate or instrument executed and delivered pursuant to this Agreement;

- (vii) all causes of action which arise from loss, damage or facts occurring prior to the Closing Date and any insurance proceeds or claims payable for losses or Damages incurred prior to the Closing Date; and
- (viii) any contracts, agreements or other obligations of the Debtor whatsoever other than the Capital City Lease.

"Excluded Liabilities" means those Liabilities pertaining to the Purchased Assets that the Buyer shall not assume and shall not be responsible to pay, perform or discharge, as set forth in Schedule "B".

"General Conveyance" means a general conveyance and assumption of liabilities, substantially in the form attached hereto as Schedule "C", evidencing the conveyance to the Purchaser of the right, title and interest of the Debtor in and to the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities.

"Goodwill" means the goodwill attached to the Purchased Property, including the Debtor's right title and interest to the phone and fax numbers, the e-mail addresses and web-sites with respect to the Purchased Property, if any (to the extent same are assignable), and any trade names owned by the Debtor with respect to the Purchased Property.

"Governmental Authority" means:

- (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (iv) any other body or entity of any kind created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

"GST" means all goods and services tax imposed under Part IX of the ETA.

"GST Certificate and Indemnity" has the meaning set out in Section 3.7.

"ICA" means the *Investment Canada Act*, RSC 1985, c 28 (1st Supp), as amended from time to time.

"Intellectual Property" means all right, title and interest of the Debtor in and to the intellectual property, intangible property, and industrial property used in, arising from or otherwise related to the Purchased Property or any part thereof, throughout the world, whether or not registerable, patentable or otherwise formally protectable or the subject of a pending application for registration, patent or any other formal protection, including all (a) trade-marks, corporate names, business names, trade styles, logos and designs, (b)

inventions, (c) works and subject matter in which copyright, neighbouring rights or moral rights subsist, (d) industrial designs, (e) patents, know-how, processes, trade secrets, proprietary information, confidential information and information of a sensitive nature that have value to the Purchased Property or relate to business opportunities for the Business, in whatever form communicated, maintained or stored, (f) telephone numbers, facsimile numbers and the right to the continuing use of the existing email addresses used in relation to the Purchased Property, (g) registered domain names, (h) social media usernames and other internet identities and all account information relating thereto, and (i) software.

"**ITA**" means the *Income Tax Act*, RSC, 1985, c 1 (5th Supp), as amended from time to time and the regulations promulgated thereunder.

"**Law**" has the meaning set out in the definition of "**Applicable Law**".

"**Leased Equipment**" means the Debtor's interest in the leased fixtures, furniture and equipment of the Purchased Property, if any.

"**Leases**" means all executed offers to lease, agreements to lease, renewals of leases, tenancy agreements, rights of occupation, licenses, or other occupancy agreements granted by or on behalf of the Receiver, the Debtor or predecessors in title, to possess or occupy space within any portion of the Real Property now or hereafter, together with all security, guarantees, letters of credit and indemnities of any tenant's obligations thereunder, in each case as amended, renewed or otherwise varied to the date hereof, together with any such executed offers to lease, agreements to lease, leases, renewals of leases, tenancy agreements, rights of occupation, licenses, or other occupancy agreements entered into prior to the Closing Date, including, without limitation, the Capital City Lease.

"**Legal Proceeding**" means any litigation, Action, application, demand, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any Governmental Authority and includes any appeal or review thereof and any application for leave for appeal or review not yet finally determined.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"**Medicine Hat Lodge**" means the hotel and related business owned by the Debtor, operating as the "Medicine Hat Lodge, Trademark Collection by Wyndham", and carried on at 1051 Ross Glen Drive SE, Medicine Hat, Alberta, including, among other things, a three-story building with 219 guest rooms and suites, three restaurants and an indoor waterpark.

"**Miscellaneous Interests**" means, with respect to the Purchased Property, all of the following assets or properties associated with the maintenance, ownership, operation and conduct of such Purchased Property:

- (i) Personal Property;

- (ii) Leased Equipment;
- (iii) Leases;
- (iv) Permitted Encumbrances;
- (v) Goodwill;
- (vi) Intellectual Property; and
- (vii) copies of any Books and Records applicable to the Purchased Assets (with originals of such Books and Records being retained by the Debtor and/or Receiver, as applicable).

"Order" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

"Outside Date" means August 29, 2025.

"Party" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.

"Permits and Licences" means the permits, licences, authorizations, approvals or other evidence of authority used in, arising from or otherwise related to the Business and the Purchased Assets or any part thereof, and issued to, granted to, conferred upon, or otherwise created for, the Debtor.

"Permitted Encumbrances" means:

- (i) Encumbrances for Taxes, special assessments or other governmental charges not yet due and payable;
- (ii) subdivision agreements, site plan control agreements, development agreements service agreements, utility agreements and other similar agreements with any Governmental Authorities or public utilities that do not materially impair the use, operation or marketability of any of the Real Property;
- (iii) restrictive covenants, private deed restrictions, and other similar land use control agreements that do not materially impair the use, operation or marketability of the Real Property;
- (iv) minor encroachments by improvements on the Real Property over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over the Real Property by improvements of neighbouring lands and/or permitted under agreements with neighbouring landowners that in either case do not materially impair the use, operation or marketability of the Real Property;
- (v) any subsisting reservations, limitations provisos, conditions or exceptions, including royalties, contained in the original grant of any of the Real Property from any Governmental Authority (including the Crown);

- (vi) the Leases, registrations and notices with respect to any of the Leases, including exclusivity provisions, restrictive covenants and other rights contained therein, subleases granted under any Leases, and leasehold mortgages or security interests relating to any counterparties of the Leases secured by any counterparty's interest in a Lease or premises occupied thereunder, and all other Permitted Encumbrances affecting a counterparty's interest in a Lease or the premises occupied thereunder;
- (vii) any and all statutory liens, charges, adverse claims, prior claims, security interests, reservations, limitations, provisos, conditions, deemed trusts or other encumbrances of any nature whatsoever claimed or held by His Majesty the King in Right of Canada or Alberta;
- (viii) any lien, together with any certificate of action registered in respect thereof, a claim for which, although registered or of which notice has been given, relates solely to work done by or on behalf of a counterparty to a Lease, so long as the Receiver has not assumed or otherwise become liable for the payment of such work and the claimant is not pursuing such lien against the Real Property;
- (ix) the provisions of all Applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning;
- (x) any title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Real Property that would be disclosed by an up-to-date plan of survey or real property report, or which have otherwise been disclosed to the Purchaser;
- (xi) any rights of expropriation, access or use or any other similar rights conferred or reserved by or in any statutes of Canada or the Province of Alberta;
- (xii) any permits, licenses, agreements, easements, restrictions, restrictive covenants, rights-of-way, public ways, rights in the nature of an easement, and other similar rights in land granted to or reserved by other Persons (including without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas, and water mains or electric light or power or telephone and telegraph conduits, poles, wires, and cables) which do not materially impair the use or operation of the Real Property;
- (xiii) any encumbrance, lien or interest referenced as an implied exception to title in Section 61(1) of the *Land Titles Act* (Alberta);
- (xiv) security given to a public utility or any Governmental Authority when required by the operations of the applicable Real Property in the ordinary course of business, including without limitation, the right of a municipality to acquire portions of the Real Property for road widening or interchange construction and the right of a municipality to complete improvements, landscaping or remedy deficiencies in any pedestrian walkways or traffic

control or monitoring to be provided to the Real Property;

- (xv) undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against the Real Property or of which notice in writing shall not at the time have been given to the Receiver or the Debtor pursuant to the *Prompt Payment and Construction Lien Act* (Alberta);
- (xvi) any registration against title to the Real Property made by or on behalf of, or by any Person claiming through, the Purchaser; and
- (xvii) the Encumbrances listed on Schedule "F" attached hereto.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

"Personal Information" means information about an identifiable individual as defined in Privacy Law.

"Personal Property" means all furniture, machinery, tools, equipment, accessories, motor vehicles, signage, computer hardware (including back-up tapes and/or disks) and any other chattels used in, arising from or otherwise related to the Purchased Property or any part thereof, wherever located.

"PPSA" means the *Personal Property Security Act*, RSA 2000, c P-7.

"Privacy Law" means the *Personal Information Protection and Electronic Documents Act* SC 2000, c.5, the *Personal Information Protection Act*, SA 2003, c P-6.5, any applicable regulation issued thereunder and any comparable and applicable Law of any other province or territory of Canada.

"Property" means the Camrose Resort Casino Hotel, the Medicine Hat Lodge and the 1995 Shares.

"Purchase Price" has the meaning set out in Section 3.1.

"Purchased Assets" means the Purchased Property, along with all of the Real Property and Miscellaneous Interests held by the Debtor in respect of such Purchased Property, but excluding for certainty any of the Excluded Assets.

"Purchased Property" means the following properties, assets, interests and rights of the Debtor:

- (i) the Camrose Resort Casino Hotel.

"Purchaser" has the meaning set out in the preamble hereto and includes any successor or permitted assignee thereof.

"Purchaser's Counsel" means MLT Aikins LLP.

"Real Property" means the lands municipally and legally described on Schedule "E" and all buildings, fixtures and improvements located thereon, therein, thereunder or forming

part thereof.

"Receiver" has the meaning set out in the preamble.

"Receiver's Certificate" means the certificate, substantially in the form attached as Schedule "A" to the Approval and Vesting Order which is attached as Schedule "A" to this Agreement, to be delivered by the Receiver to the Purchaser on Closing and thereafter filed by the Receiver with the Court certifying that the conditions of Closing have been satisfied and/or waived by the Receiver and the Purchaser (as applicable) and that the transaction has been completed to the satisfaction of the Receiver.

"Receiver's Counsel" means Blake, Cassels & Graydon LLP.

"Receivership Order" has the meaning set out in Recital B.

"Receivership Proceedings" has the meaning set out in Recital B.

"Representative" when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

"SISP Order" has the meaning set out in Recital C.

"Tax Returns" means all returns, reports, declarations, elections, notices, filings, information returns, and statements in respect of Taxes that are required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

"Taxes" means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, Transfer Taxes, withholding or similar taxes, payroll taxes, employment taxes, carbon taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

"Transaction Personal Information" means any Personal Information in the possession, custody or control of the Receiver or any of the Debtor at the Closing Time, including Personal Information about Employees, patients, suppliers, customers, directors, officers or shareholders that is:

- (i) disclosed to the Purchaser or any Representative of the Purchaser prior to the Closing Time by the Receiver, the Debtor or any of their Representatives or otherwise; or
- (ii) collected by the Purchaser or any Representative of the Purchaser prior to the Closing Time from the Receiver, the Debtor or any of their

Representatives or otherwise,

in either case in connection with the transactions contemplated by this Agreement.

"Transfer Taxes" means all applicable GST, sales, value-added, transfer or other similar Taxes payable in connection with the purchase and sale of the right, title and interest of the Debtor in and to the Purchased Assets in accordance with the provisions of this Agreement, including without limitation Land Titles Office registration fees and levies charged in connection with transfer of title to the Real Property.

"Wages" means all wages, salaries, remuneration, commissions, bonuses, vacation pay, workers' compensation, unemployment insurance, Canada Pension Plan, source deductions and employee entitlements.

1.2 Actions on Non-Business Days. If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations. Except as otherwise expressly provided in this Agreement: (a) all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada; and (b) any payment by the Purchaser contemplated by this Agreement shall be made by wire transfer of immediately available funds to an account of the Receiver specified by the Receiver by cash, certified cheque or any other method that provides immediately available funds as agreed to between the Parties.

1.4 Calculation of Time. In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Mountain Standard Time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Mountain Standard Time on the next succeeding Business Day.

1.5 Tender. Any tender of documents or money hereunder may be made upon the Parties or, if so indicated, their respective counsel.

1.6 Additional Rules of Interpretation.

(a) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.

(b) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.

(c) *Section References.* Unless the context requires otherwise, references in this Agreement to "Articles", "Sections" or "Schedules" are to the preamble, recitals, articles, sections or schedules of this Agreement, as applicable.

(d) *Words of Inclusion.* Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

(e) *References to this Agreement.* The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(f) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.

(g) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.7 Schedules. The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULES

Schedule "A"	Form of Approval and Vesting Order
Schedule "B"	Excluded Liabilities
Schedule "C"	Form of General Conveyance
Schedule "D"	Allocation of Purchase Price
Schedule "E"	Real Property
Schedule "F"	Permitted Encumbrances

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

ARTICLE 2

PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Purchased Assets. At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, the Receiver shall sell, transfer and assign to the Purchaser, and the Purchaser shall purchase from the Receiver, all of the right, title and interest, if any, of the Debtor in and to the Purchased Assets, to the extent and as provided for in the Approval and Vesting Order.

2.2 Assumed Liabilities. At the Closing Time, on and subject to the terms and conditions of this Agreement and the Approvals and Vesting Order, the Purchaser shall assume and agree to pay when due and perform and discharge in accordance with their terms, the Assumed Liabilities. Notwithstanding any other provision of this Agreement, the Purchaser shall not assume, and shall not be deemed to have assumed, any Excluded Liabilities.

2.3 Permitted Encumbrances. Each of the Parties shall use commercially reasonable efforts to obtain, as may be required by the terms of the Permitted Encumbrances, all consents and approvals required to assign such Permitted Encumbrances to the Purchaser prior to Closing. To

the extent that any Permitted Encumbrances are not assigned without the consent or approval of the counterparty or any other Person, and such consent or approval has not been obtained prior to Closing:

- (i) the Debtor's interest in, to and under such Permitted Encumbrance may be conveyed to the Purchaser pursuant to the Approval and Vesting Order;
- (ii) the Receiver shall use reasonable efforts to obtain a court-ordered assignment in respect of such Permitted Encumbrances on or prior to Closing; and
- (iii) if a court-ordered assignment is obtained in respect of such Permitted Encumbrance at the request of the Purchaser, the Purchaser shall accept the assignment of such Permitted Encumbrance on such terms.

For greater certainty, the obtaining of a court-ordered assignment with respect to any Permitted Encumbrance shall in no way be construed as a condition to Closing.

ARTICLE 3 PURCHASE PRICE & TAXES

3.1 Purchase Price. The aggregate consideration payable by the Purchaser to the Receiver for the right, title and interest of the Debtor in and to the Purchased Assets (the "**Purchase Price**") shall be calculated as follows:

- (a) [REDACTED] in cash payment;
- (b) *minus* Customer Deposits; and
- (c) *plus or minus* the adjustments resulting from any normal adjustments as agreed to by both the Purchaser and the Receiver.

The Purchase Price shall be exclusive of Transfer Taxes, which shall be paid, where payable, by the Purchaser on Closing.

3.2 Deposit.

(a) *Payment of Deposit.* The Purchaser has, as of the date of this Agreement, paid to the Receiver an amount equal to [REDACTED] (the "**Deposit**"), to be held in trust by the Receiver in accordance with the terms and conditions of this Section 3.2.

(b) *Application of Deposit.* The Deposit will be dealt with in accordance with the following provisions:

- (i) if Closing occurs, then the Deposit shall be paid to Receiver to be applied towards the Purchase Price; or
- (ii) if Closing does not occur for reasons beyond the control of the Purchaser, including where the Court declines to grant the Approval and Vesting Order, the Deposit will be returned to Purchaser;
- (iii) if Closing does not occur for reasons within the control of the Purchaser,

including any breach of this Agreement, the Deposit shall be paid to Receiver. If the Deposit is paid to Receiver in accordance with this Section 3.2(b)(iii), the Parties agree that such forfeiture shall be on account of liquidated damages, and not a penalty, as a credit towards the settlement of, but not the satisfaction of, any claim the Receiver may have against the Purchaser.

3.3 Satisfaction of Purchase Price. The Purchase Price shall be paid and satisfied as follows:

- (i) in accordance with Section 3.2, the Deposit shall be released to Receiver and credited against the Purchase Price;
- (ii) on the Closing Date, the Purchaser shall pay the balance of the Purchase Price, less the Deposit, to the Receiver; and
- (iii) the Purchaser shall assume the Assumed Liabilities in accordance with Section 2.2.

3.4 Payment of Purchase Price. Each payment set forth in Section 3.3 shall be made by wire transfer of immediately available funds to an account designated in writing by the Receiver to the Purchaser.

3.5 Allocation of Purchase Price. The Purchase Price shall be allocated among the Purchased Assets as set forth on Schedule "D". The Parties shall report an allocation of the Purchase Price among the Purchased Assets in a manner entirely consistent with Schedule "D" and shall not take any position inconsistent therewith in the filing of any Tax Returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to any Tax Returns.

3.6 Late Interest. In the event the Purchase Price, as adjusted, is not releasable on the Closing Date and the Receiver agrees in writing to accept a late Closing of the transactions contemplated by this Agreement with the date of adjustments remaining as of the Closing Date, the Purchaser shall pay the Receiver interest on the Purchase Price at the prime rate of the Royal Bank of Canada plus three percent (3%) per annum from the Closing Date to and including the Business Day upon which the Purchase Price is fully releasable to the Receiver. Interest on the Purchase Price not released by 10:00 a.m. on any Business Day shall bear interest in accordance with this Section 3.6 until the next Business Day.

3.7 Transfer Taxes. In addition to the Purchase Price, the Purchaser shall be liable for and shall pay, at Closing, all applicable Transfer Taxes, the Receiver or directly to the appropriate Governmental Authority in accordance with Applicable Law. The Purchaser shall self-assess GST on the transfer of the Purchased Assets that are real property pursuant to subsections 221(2) and 228(4) of the ETA, and shall provide at Closing a certificate and indemnity, in a form satisfactory to the Receiver, certifying the validity of its GST registration number and indemnifying the Receiver for any and all GST, penalties, costs and/or interest in the event of any inaccuracies in the certificate ("**GST Certificate and Indemnity**").

3.8 Tax Elections.

(a) *GST Elections.* If applicable and requested by the Purchaser at Closing, the Receiver, on behalf of the Debtor, and the Purchaser shall execute jointly an election under section 167 of the

ETA to have the sale of the Purchased Assets take place on a GST-free basis under Part IX of the ETA. The Purchaser shall file the elections in the manner and within the time prescribed by Applicable Law. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall indemnify and hold harmless the Receiver in respect of any GST, penalties, and interest that may be assessed against the Receiver or Debtor as a result of the transactions under this Agreement not being eligible for such election or as a result of the Purchaser's failure to file the election within the prescribed time.

(b) *Subsection 20(24) Tax Election.* If applicable and requested by the Receiver, at Closing, the Purchaser and the Receiver on behalf of such Debtor shall jointly execute and file an election or elections under subsection 20(24) of the ITA in the manner required by subsection 20(25) of the ITA and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the ITA and under any other applicable provincial or territorial statute, as to such amount paid by the Debtor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Receiver acknowledge that a portion of the Purchased Assets transferred by the Debtor pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the ITA and the equivalent provisions of any applicable provincial or territorial statute in the relevant election, is being transferred by the Debtor as a payment for the assumption of such future obligations by the Purchaser.

ARTICLE 4

SPECIAL PROVISIONS – RECEIVERSHIP ORDERS

4.1 Receivership Order. The entering into of this Agreement by the Receiver is done solely in its capacity as Court-appointed receiver of the Debtor and pursuant to the Receivership Order and SISP Order and neither made nor purported to be made as a seller or owner of the Business. The entering into of this Agreement by the Receiver is expressly subject to the approval of the Court, and all such other modifications, variations and Orders of the Court, as may be applicable, and shall only become effective from and after an Order is made by the Court approving this Agreement.

4.2 Application for Approval and Vesting Order. The Receiver shall file with the Court, as soon as practicable after its execution and delivery of this Agreement, an application seeking Approval and Vesting Order from the Court. The Purchaser shall cooperate with the Receiver in its efforts to obtain the Approval and Vesting Order. The Purchaser, at its own expense, will promptly provide to the Receiver all such information within its possession or under its control as the Receiver may reasonably require to obtain the Approval and Vesting Order.

4.3 Purchaser's Acknowledgments. The Purchaser acknowledges, agrees and confirms that:

(a) at all times, the Receiver is subject to the jurisdiction and discretion of the Court to entertain other offers for the Purchased Assets, and to abide by any further Orders the Court may make regarding the Purchased Assets, Business, Receivership Order and SISP Order;

(b) while the Receiver will not solicit further offers for the Purchased Assets once this Agreement is entered into, should other offers be received, the Receiver may be compelled to advocate that the Court consider other offers to obtain the highest price for the Purchased Assets, and, in this regard and if so compelled, the Receiver gives no undertaking or commitment to the Purchaser to advocate or otherwise express support for the acceptance of this Agreement;

(c) the Purchaser shall make its own arrangements to support this Agreement before the Court;

(d) until the Approval and Vesting Order is granted, the Receiver is at liberty to deal with any and all other prospective purchasers of the Purchased Assets and/or prospective investors in the Business to the extent other offers or expressions of interest for the Purchased Assets and/or the Business are received by the Receiver;

(e) if the Court denies, vacates, sets aside or varies the Approval and Vesting Order, or compels the Receiver to accept another offer, for any reason whatsoever, the Receiver may terminate this Agreement and the Receiver shall not be liable to the Purchaser or any Person in any way whatsoever, and following such termination the Parties shall have no further obligations or liabilities to each other under this Agreement except in accordance with Article 10.

4.4 Receiver's Capacity. The Purchaser acknowledges and agrees that the Receiver, acting in its capacity as the Court-appointed receiver of the Debtor in the Receivership Proceedings, will have no Liability in connection with this Agreement or the transactions contemplated herein whatsoever in its personal or corporate capacity or otherwise, save and except for any gross negligence, wilful misconduct or fraud.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Receiver as of the date hereof and as of the Closing Date as follows:

(a) *Incorporation and Status.* The Purchaser is a corporation existing under the laws of the Province of Alberta, is in good standing under its governing statute and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

(b) *Authorization by Purchaser.* The execution and delivery of this Agreement and all other agreements and instruments to be executed by the Purchaser as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Purchaser.

(c) *Approvals.* No consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by the Purchaser of this Agreement or all other agreements and instruments to be executed by the Purchaser or the performance by the Purchaser of its obligations hereunder or thereunder.

(d) *No Conflict.* The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Constatting Documents of the Purchaser.

(e) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, subject to any limitations imposed by Applicable Law. There is no Legal Proceeding in progress, pending, or threatened against or affecting the Purchaser, and there are no grounds on which any such Legal

Proceeding might be commenced and there is no Order outstanding against or affecting the Purchaser which, in any such case, affects adversely or might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder.

- (f) *ICA*. The Purchaser is not a "non-Canadian" within the meaning of the ICA.
- (g) *ETA*. The Purchaser is registered for GST purposes under Part IX of the ETA and its registration number is 820923332 RT0001.
- (h) *Commissions*. The Receiver will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Purchaser.
- (i) *Residency*. The Purchaser is not a non-resident of Canada for the purposes of the ITA.
- (j) *Sufficient Funds*. The Purchaser has sufficient financial resources or has arranged sufficient financing for it to pay on Closing the Purchase Price and the Transfer Taxes and any and all other amounts payable by the Purchaser hereunder, if necessary.
- (k) *Qualified Bidder*. The Purchaser has been deemed a "Phase 2 Qualified Bidder" in accordance with the SISP Order and there has been no event, change, circumstance, effect or other matter which adversely affects or might affect adversely the Purchaser's status as a "Phase 2 Qualified Bidder" pursuant to the SISP Order.

5.2 As is, Where is. The Purchaser acknowledges, agrees and confirms that:

- (a) it is entering into this Agreement, acquiring the Purchased Assets and assuming the Assumed Liabilities on an "as is, where is" basis as they exist as of the Closing Time and will accept the Purchased Assets in their state, condition and location as of the Closing Time except as expressly set forth in this Agreement and the sale of the Purchased Assets is made without legal warranty;
- (b) it has conducted to its satisfaction such due diligence, independent searches, investigations and inspections of the Purchased Assets, the Business and the Assumed Liabilities as it deemed appropriate, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;
- (c) neither the Receiver, the Debtor nor any other Person has made, and the Purchaser is not relying on, any representations, warranties, statements or promises, express or implied, statutory or otherwise, concerning the Purchased Assets, the right, title or interest of the Debtor in or to the Purchased Assets, the Business or the Assumed Liabilities, including with respect to merchantability, physical or financial condition, description, fitness for a particular purposes, suitability for development, title, description, use or zoning, environmental condition, existence of latent defects, quality, quantity or any other thing affecting any of the Purchased Assets, or the Assumed Liabilities or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Agreement and are hereby waived in their entirety by the Purchaser;
- (d) without limiting the generality of the foregoing, neither the Receiver, the Debtor nor any other Person has made any representation or warranty as to any regulatory approvals, licences,

permits, consents or authorizations, including the Permits and Licences, that may be needed to complete the transactions contemplated by this Agreement or to operate or carry on the Business or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;

(e) all written and oral information obtained from the Receiver, the Debtor or any of their respective Representatives, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain "data rooms", management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets, the Business and the Assumed Liabilities has been obtained for the convenience of the Purchaser only, and no member of the Receiver, the Debtor nor any of the their respective Representatives have made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;

(f) any information regarding or describing the Purchased Assets, the Business, or the Assumed Liabilities in this Agreement (including the Schedules hereto), or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by the Receiver, the Debtor or any of their respective Representatives, or any other Person concerning the completeness or accuracy of such information or descriptions; and

(g) the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against the Receiver, the Debtor or any of their respective Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, product liability claims, or similar claims, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights.

(h) This Section 5.2 shall not merge on Closing and is deemed incorporated by reference in all closing documents and deliveries. The Purchaser shall have no recourse or claim of any kind against the proceeds of the transactions contemplated by this Agreement following Closing.

ARTICLE 6 EMPLOYEES

6.1 Offers of Employment to Employees. At least ten (10) days prior to the Closing Date, the Purchaser shall make offers of employment to the Employees. Prior to making offers of employment to the Employees, the Purchaser shall provide a copy of the form of offer of employment to be provided to the Employees and shall accept the Receiver's reasonable comments on such form. Such offers of employment shall be: (i) conditional upon Closing; (ii) effective as of the Closing Date; and (iii) on terms and conditions which are no less favourable in the aggregate to those under which each such Employee is currently employed by the Debtor. At least five (5) days prior to the Closing Date, the Purchaser shall provide the Receiver with a list of Employees who have accepted the offers of employment with the Purchaser (the "**Accepting Employees**"). Notwithstanding the foregoing, with respect to any Employee on approved short-term or long-term disability leave of absence on the Closing Date, the offer of employment from the Purchaser to any such Employee shall specify that the offer is conditional upon the Employee being capable of returning to work and that the date on which such Employee returns to work shall be the effective date of employment with the Purchaser.

6.2 Past Service & Ongoing Terms. The Purchaser shall recognize Accepting Employees' past service in connection with the Debtor for all employment-related purposes, including any required notice of termination of employment (or pay in lieu thereof), severance pay (contractual, statutory, at common-law or otherwise under Applicable Law), vacation and benefits entitlements, and any other employment-related purpose. The Purchaser shall ensure that the terms and conditions of employment for Accepting Employees entering into employment agreements with a Purchaser shall not be changed except in accordance with Applicable Law, including any Law requiring that notice of such changes be given. The Purchaser agrees that following the Closing Date they will comply with all Applicable Laws with respect to notice of termination (or pay in lieu thereof) of any Accepting Employee upon termination of employment.

6.3 Responsibility for Accepting Employees. The Purchaser shall be solely responsible and liable for: (a) all employment-related liabilities with respect to the Accepting Employees from and after the Closing Date, including (but not limited to) Wages; and (b) any statutory, common law, or contractual, notice of termination of employment (or pay in lieu thereof), severance, change of control payments, termination pay and damages for wrongful dismissal and any similar costs or amounts payable to such Accepting Employees.

6.4 Provision of Information. The Receiver shall provide the Purchaser with information relating to the Accepting Employees in the possession of and reasonably available to the Receiver to establish a record of earnings for each Accepting Employee.

6.5 Waiver of Non-Competition and Non-Solicitation Restrictions. The Receiver, for and on behalf of the Debtor, waives all non-competition and non-solicitation restrictions that may adversely affect the rights of the Purchaser to hire Employees, but only to the extent necessary to complete the transactions contemplated in this Agreement, and the Receiver and the Debtor will not make any claims against the Purchaser for breach of non-competition and non-solicitation restrictions as a result of the Purchaser hiring the Accepting Employees.

ARTICLE 7 COVENANTS

7.1 Closing. The Parties shall cooperate with each other and shall use their reasonable efforts to affect Closing.

7.2 Cessation of Use of Trade Name. The Receiver shall use reasonable commercial efforts to effect the cessation of the use of the trade name "Camrose Resort Casino", registered under the Alberta Corporate Registry as registration no. TN13317144, including by submitting the required form of declaration.

7.3 Capital City Lease. Prior to Closing, the Purchaser shall enter into an assignment and novation agreement with respect to the Capital City Lease with the Receiver and Capital City Casinos Ltd., in the form and on terms satisfactory to the Receiver.

7.4 Transaction Personal Information. The Purchaser acknowledges that the Transaction Personal Information may contain information of a highly personal nature and the Purchaser shall:

(a) comply with any and all applicable Privacy Laws in the course of collecting, using and disclosing Transaction Personal Information;

(b) collect Transaction Personal Information prior to Closing only for purposes related to the transactions contemplated by this Agreement and limit its use of the Transactional Personal

Information solely for the purpose of considering, evaluating and negotiating the transactions contemplated by this Agreement;

(c) following Closing, the Purchaser shall not, without the consent of the individuals to whom such Personal Information relates, use or disclose Transaction Personal Information: (a) for purposes other than those for which such Transaction Personal Information was collected by the Debtor or the Receiver prior to Closing; and (b) which does not relate directly to the carrying on of the Business or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented, and in each case, such use or disclosure shall be as permitted by Privacy Law;

(d) protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure, as provided by Privacy Law;

(e) cause its Representatives to observe the terms of this Section 7.4 and to protect and safeguard Transaction Personal Information in their possession in accordance with Privacy Law;

(f) if either the Receiver or the Purchaser terminates this Agreement prior to the Closing Date as provided herein, the Purchaser shall promptly deliver to the Receiver all Transaction Personal Information in its possession or in the possession of any of its Representatives, including all copies, reproductions, summaries or extracts thereof and the Purchaser shall, unless prohibited by Applicable Law, promptly destroy all: (a) electronic copies of the Transaction Personal Information; and (b) all notes prepared by the Purchaser or any of its Representatives, including electronic back-ups of the foregoing in a manner that, to a reasonable efforts standard, ensures that such notes may not be retrieved or undeleted by the Purchaser or any of the Purchaser's Representatives. Any Transaction Personal Information or notes not destroyed pursuant to the preceding sentence shall remain subject to the confidentiality provisions of this Section 7.4; and

(g) be liable to and, as a separate and independent obligation, indemnify, defend and hold harmless each of the Receiver, the Debtor and their respective Representatives from and against any and all Liabilities occurring as a result of Purchaser's or any of its Representatives' breach of this Section 7.4.

7.5 Risk of Loss. The Purchased Assets shall be at the risk of the Receiver until Closing and thereafter be at the risk of the Purchaser.

7.6 Indemnity.

(a) *Indemnification by Purchaser.* From and after Closing, the Purchaser shall be liable for, and indemnify the Receiver and the Debtor and their Representatives, and save them fully harmless against, and will reimburse or compensate them for, any Damages actually incurred in connection with:

- (i) a breach of the representations and warranties of the Purchaser contained in Section 5.1;
- (ii) a failure of the Purchaser to perform or observe any of the covenants or agreements to be performed by it under this Agreement;
- (iii) any Taxes including Transfer Taxes (including penalties and interest) which may be assessed against the Receiver or the Debtor, in the event that any election made pursuant to Section 3.8 is challenged by the

relevant Tax authority as being inapplicable to the transactions under this Agreement, or as a result of the Purchaser's failure to file such elections within the prescribed time; and

- (iv) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities, as applicable, in accordance with their terms.

7.7 Books and Records.

(a) *Delivery of Books and Records.* The Receiver shall use commercially reasonable efforts to deliver to the Purchaser, on or before the Closing Date, copies of the Books and Records applicable to the Purchased Assets and available to the Receiver, provided that the Receiver shall retain the originals of such Books and Records, which the Receiver shall maintain in confidence, subject to Applicable Law.

(b) *Preservation of Books and Records.* The Purchaser shall preserve and keep any copies of the Books and Records acquired by it pursuant to this Agreement for such period as may be required by any Laws applicable to such Books and Records. The Purchaser shall make, to the extent reasonably feasible, such copies (whether electronic or otherwise) of Books and Records in the possession of, or otherwise reasonably available to, the Purchaser, available to the Receiver, its successors, and any trustee in bankruptcy of the Debtor or any other party entitled to such Books and Records under the PPSA or BIA, and shall, at such party's expense, permit any of the foregoing persons to take further copies of such Books and Records as they may require.

7.8 Regulatory Approvals. The Purchaser, with the assistance of the Receiver shall, as promptly as possible: (a) make, or cause or be made, all filings and submissions required under any Law applicable to such Party or any of its Affiliates; and (b) use reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, Orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. The Receiver shall cooperate reasonably with the Purchaser and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders, approvals and clearance certificates. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, Orders and approvals.

7.9 Cooperation and Consultation with Governmental Authorities. All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the consummation of the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between the Receiver or the Purchaser with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be disclosed to the other Party hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact (except where such Governmental Authority expressly requests that such Party not attend

or participate in such meeting, discussion, appearance or contact).

ARTICLE 8 CLOSING ARRANGEMENTS

8.1 Closing. Closing shall take place at 10:00 a.m. Mountain Standard Time on the Closing Date (the "**Closing Time**") remotely (except in respect of documents required to be originally executed for registration at the Alberta Land Titles Office, if any) and simultaneously at the offices of the Parties' respective counsel or at such other time on the Closing Date.

8.2 Receiver's Closing Deliveries. At Closing, the Receiver shall deliver or cause to be delivered to Purchaser's Counsel the following on reasonable trust conditions and undertakings as are consistent with this Agreement and as otherwise would customarily be imposed and given in a similar transaction in Calgary, Alberta:

- (i) the Purchased Assets, provided that delivery shall occur *in situ*, to the extent applicable, wheresoever such Purchased Assets are located at the Closing Time;
- (ii) a receipt for the Purchase Price less the Deposit, duly executed by Receiver;
- (iii) a certified copy of the Approval and Vesting Order;
- (iv) the General Conveyance, duly executed by the Receiver;
- (v) any specific conveyances required to assign the Purchased Assets to the Purchaser, duly executed by the Receiver;
- (vi) the Receiver's Certificate, duly executed by the Receiver;
- (vii) the applicable tax elections referred to in Section 3.8;
- (viii) any Court Orders reasonably required to transfer the Purchased Assets to the Purchaser, if applicable; and
- (ix) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

8.3 Purchaser's Closing Deliveries. At Closing, the Purchaser shall deliver or cause to be delivered to Receiver's Counsel, the following on reasonable trust conditions and undertakings as are consistent with this Agreement and as otherwise would customarily be imposed and given in a similar transaction in Calgary, Alberta:

- (i) the Purchase Price less the Deposit, as contemplated in Section 3.3;
- (ii) a certified copy of the resolutions of the directors of the Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby;
- (iii) a bring-down certificate executed by a senior officer of the Purchaser

dated as of the Closing Date, in form and substance satisfactory to the Receiver, acting reasonably, certifying that: (i) all of the representations and warranties of the Purchaser hereunder remain true and as of the Closing Date; and (ii) all of the covenants set out in this Agreement to be complied with or performed by the Purchaser on or prior to Closing have been complied with or performed by the Purchaser in all material respects;

- (iv) a certificate of status of the Purchaser in Alberta (or the equivalent in the applicable jurisdiction) dated as of the Closing Date;
- (v) the General Conveyance, duly executed by the Purchaser;
- (vi) any specific conveyances required to assign the Purchased Assets to the Purchaser, duly executed by the Purchaser;
- (vii) a list of Accepting Employees and fully executed offers of employment for all such Accepting Employees;
- (viii) evidence of the payment of all Transfer Taxes (if any) required to be paid on Closing;
- (ix) the GST Certificate and Indemnity, duly executed by the Purchaser;
- (x) the applicable tax elections referred to in Section 3.8; and
- (xi) such other agreements, documents and instruments as may be reasonably required by the Receiver to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

8.4 Registration and Other Costs. The Purchaser shall be responsible for and pay any and all registration fees payable in respect of registration by it of any documents on Closing.

8.5 Title Insurance. The Purchaser shall obtain title insurance, at the Purchaser's sole cost, for the purpose of allowing the transaction contemplated by this Agreement to close on the Closing Date with reliance on the gap coverage provided under such title insurance policy.

ARTICLE 9 CONDITIONS OF CLOSING

9.1 Mutual Conditions. The Parties shall not be obligated to complete the transactions contemplated by this Agreement, unless, at or before the Closing Time, each of the conditions listed below in this Section 9.1 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Parties, and may be mutually waived by the Parties in whole or in part, without prejudice to any rights of termination of each Party in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Parties only if made in writing. Each Party shall take such actions, steps and proceedings as are reasonably within its control as may be necessary to ensure that the conditions listed below in this Section 9.1 are fulfilled at or before the Closing Time:

(a) *Court Approval.* The Court shall have issued the Approval and Vesting Order and the Approval and Vesting Order shall not have been stayed, varied in any material respect or set aside.

(b) *No Violation of Orders or Law.* As of the Closing Date, no Governmental Authority or Court shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (a) making any of the transactions contemplated by this Agreement illegal; or (b) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement and no Legal Proceeding in respect of any of the foregoing shall be pending or threatened.

9.2 Purchaser's Conditions. The Purchaser shall not be obligated to complete the transaction contemplated by this Agreement, unless, at or before the Closing Time, each of the conditions listed below in this Section 9.2(c) have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. The Receiver shall take such actions, steps and proceedings as are reasonably within its control as may be necessary to ensure that the conditions listed below in this Section 9.2(c) are fulfilled at or before the Closing Time.

(a) *Corporate Approval.* The Purchaser shall have obtained all corporate approvals necessary to consummate the transaction contemplated by this Agreement.

(b) *Receiver's Deliverables.* The Receiver shall have executed and delivered or caused to have been executed and delivered to the Purchaser at Closing all the documents contemplated in Section 8.2 and elsewhere in this Agreement, unless waived by the Purchaser.

(c) *Compliance with Covenants.* All of the covenants set out in this Agreement to be complied with or performed by the Receiver on or prior to Closing shall have been complied with or performed by the Receiver in all material respects.

9.3 Receiver's Conditions. The Receiver shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 9.3 have been satisfied, it being understood that the said conditions are included for the exclusive benefit of the Receiver, and may be waived by the Receiver, in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Receiver only if made in writing. The Purchaser shall take all such actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed below in this Section 9.3 are fulfilled at or before the Closing Time.

(a) *Purchaser's Deliverables.* The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Receiver at Closing all the documents and payments contemplated in Section 8.3 and elsewhere in this Agreement, unless waived by the Receiver.

(b) *Representations and Warranties.* All of the representations and warranties of the Purchaser hereunder shall remain true and correct in as of the Closing Date.

(c) *Compliance with Covenants.* All of the covenants set out in this Agreement to be complied with or performed by the Purchaser on or prior to Closing shall have been complied with or performed by the Purchaser in all material respects

9.4 Receiver's Certificate. Following Closing, the Receiver shall file as soon as practicable a copy of the Receiver's Certificate with the Court. The Purchaser acknowledges and agrees that the Receiver will be entitled to file the Receiver's Certificate with the Court without independent

investigation and will have no liability to the Purchaser or any other Person as a result of the filing of the Receiver's Certificate.

ARTICLE 10 TERMINATION

10.1 Termination. This Agreement may be terminated prior to Closing:

- (i) by the mutual written agreement of the Receiver and the Purchaser;
- (ii) automatically with no further action by the Parties if Closing has not occurred on or before the Outside Date;
- (iii) by the Purchaser if there has been a breach by the Receiver of any of the covenants or agreements made by the Receiver in this Agreement which would result in the failure to materially satisfy any of the conditions in Section 9.1, provided that such breach (if capable of being cured) has not been cured within ten (10) days of written notice to the Receiver and provided further that such breach is not due to an act of the Purchaser;
- (iv) by the Receiver, if there has been a breach by the Purchaser of any of the representations, warranties, covenants or agreements made by the Purchaser in this Agreement which would result in the failure to materially satisfy any of the conditions in Section 9.3, provided that such breach (if capable of being cured) has not been cured within ten (10) days of written notice to the Purchaser and provided further that such breach is not due to an act of the Receiver;
- (v) by either Party upon notice to the other Party if (i) the Court declines at any time to grant the Approval and Vesting Order, or (ii) if any other Governmental Authority has issued an Order, decree or ruling or taken any other action enjoining or otherwise prohibiting Closing and such Order, decree, ruling or other action has become final and non-appealable, in each case for reasons other than a breach of this Agreement by either the Purchaser, on the one hand, or the Receiver, on the other hand.

10.2 Effect of Termination. If this Agreement is terminated pursuant to Section 10.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Section 3.2 (*Deposit*), Section 7.4(f) (*Transactional Personal Information*), Article 10 (*Termination*), Section 11.1 (*Expenses*), Section 11.2 (*Public Announcements*), Section 11.11 (*Governing Law*), Section 11.12 (*Dispute Resolution*) and Section 11.13 (*Attornment*), which shall survive such termination. For the avoidance of doubt, any Liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

ARTICLE 11 GENERAL

11.1 Expenses. Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this

Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

11.2 Public Announcements. The Receiver shall be entitled to disclose this Agreement and all information provided by the Purchaser in connection herewith to the Court and parties in interest in the Receivership Proceedings, and this Agreement may be posted on the Receiver's website maintained in connection with the Receivership Proceedings. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein), the Receiver and the Purchaser shall not issue (prior to or after Closing) any press release or make any public statement or public communication with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, provided, however, that a Party may, without the prior consent of the other Party, issue such press release or make such public statement as may, upon the advice of counsel, be required by Applicable Law or by any Governmental Authority with competent jurisdiction including any applicable securities Laws. Notwithstanding any other provision of this Agreement, the Purchaser shall not disclose the quantum of the Purchase Price to any Person prior to Closing without the prior written consent of the Receiver.

11.3 Notices.

(a) *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if: (a) delivered personally, (b) sent by prepaid courier service, or (c) sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

(i) if to the Receiver:

Ernst & Young Inc.
215 2nd Street SW, Suite 2200
Calgary, AB T2P 1M4
Attention: Peter Chisholm / Joshua Heagy
Email: peter.chisholm@parthenon.ey.com / joshua.heagy@parthenon.ey.com

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
3500, 855 – 2nd Street S.W.
Calgary, AB T2P 4J8
Attention: Kelly Bourassa / Claire Hildebrand
Email: kelly.bourassa@blakes.com / claire.hildebrand@blakes.com

(ii) if to the Purchaser:

Rose Country Investments Ltd.
5220 51 Avenue
Wetaskiwin, AB, T9A 0V4
Attention: Brian Denham
Email: bkdenham@gmail.com

with a copy (which shall not constitute notice) to:

MLT Aikins LLP
Suite 2200, 10235 – 101 Street NW
Edmonton, AB T5J 3G1
Attention: Stacey Denham
Email: sdenham@mltaikins.com

(b) *Deemed Delivery of Notice.* Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. Mountain Standard Time on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

(c) *Change of Address.* Any Party may from time to time change its address under this Section 11.3 by notice to the other Party given in the manner provided by this Section 11.3.

11.4 Time of Essence. Time shall be of the essence of this Agreement in all respects.

11.5 Further Assurances. The Receiver and the Purchaser shall, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

11.6 Entire Agreement. This Agreement, the Confidentiality Agreement and the agreements contemplated thereby constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement, the Confidentiality Agreement and the agreements contemplated thereby.

11.7 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

11.8 Waiver. A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver and then only in the specific instance and for the specific purpose for which it has been given. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11.9 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.10 Remedies Cumulative. The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

11.11 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein.

11.12 Dispute Resolution. If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement, such dispute shall be determined by the Court within the Receivership Proceedings, or by such other Person or in such other manner as the Court may direct. Without prejudice to the ability of the Receiver to enforce this Agreement in any other proper jurisdiction, the Purchaser and the Receiver irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of Alberta.

11.13 Attornment. Each Party agrees: (a) that any Legal Proceeding relating to this Agreement may (but need not) be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 11.13. Each Party agrees that service of process on such Party as provided in this Section 11.13 shall be deemed effective service of process on such Party.

11.14 Successors and Assigns. Neither Party shall be entitled to assigned this Agreement without the consent of the other Party. This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

11.15 Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.16 Receiver's Capacity. The Purchaser acknowledges and agrees that the Receiver, acting in its capacity as the Court-appointed receiver and manager of the Debtor in the Receivership Proceedings, will have no Liability in connection with this Agreement whatsoever in its personal or corporate capacity or otherwise, save and except for any gross negligence, wilful misconduct or fraud.

11.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

ERNST & YOUNG INC., solely in its capacity as Court-appointed Receiver of all of the assets, undertakings and properties of **MAYFIELD INVESTMENTS LTD., CAMROSE CASINO CORPORATION** and **CAMROSE CASINO LIMITED PARTNERSHIP**, and not in its personal or any other capacity

By: _____



Name: Peter Chisholm

Title: Authorized Signatory

ROSE COUNTRY INVESTMENTS LTD.

By: _____

Name: Brian Denham

Title: Authorized Signatory

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

ERNST & YOUNG INC., solely in its capacity as Court-appointed Receiver of all of the assets, undertakings and properties of **MAYFIELD INVESTMENTS LTD., CAMROSE CASINO CORPORATION** and **CAMROSE CASINO LIMITED PARTNERSHIP**, and not in its personal or any other capacity

By: _____
Name:
Title:

ROSE COUNTRY INVESTMENTS LTD.

By:  _____
Name: Brian Denham
Title: Authorized Signatory

SCHEDULE "A"
Form of Approval and Vesting Order
(see attached)

COURT FILE NUMBER 2403-12343

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANT ERNST & YOUNG INC., in its capacity as court-appointed receiver of the current and future assets, undertakings and properties of Mayfield Investments Ltd., Camrose Casino Corporation, and Camrose Casino Limited Partnership

Clerk's Stamp

DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BLAKE, CASSELS & GRAYDON LLP**
Barristers and Solicitors
3500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4J8

Attention: Kelly J. Bourassa / Claire Hildebrand / Marie Turcott

Telephone: 403-260-9697 / 604-631-3331 / 604-631-4200

Fax No.: 403-260-9700

Email: kelly.bourassa@blakes.com /
claire.hildebrand@blakes.com /
marie.turcott@blakes.com

File: 8431/1414

DATE ON WHICH ORDER WAS PRONOUNCED: July 14, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice M. E. Burns

UPON THE APPLICATION by Ernst & Young Inc. in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Mayfield Investments Ltd. (the “**Debtor**”), Camrose Casino Corporation (“**Camrose GP**”), and Camrose Casino Limited Partnership (“**Camrose LP**”, and together with Camrose GP, the “**Camrose Entities**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by a purchase and sale agreement (the “**Sale Agreement**”) between the Receiver and Rose Country Investments Ltd. (the “**Purchaser**”) made as of July 4, 2025 and appended to

the sixth report of the Receiver dated July 7, 2025 (the “**Report**”) and the confidential supplement to the Report (the “**Confidential Supplement**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement);

AND UPON HAVING READ the Receivership Order dated September 6, 2024 (the “**Receivership Order**”), the Report, the Confidential Supplement, and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser, and any other interested parties that maybe present, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of 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 time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Sale Agreement is commercially reasonable and in the best interest of the Debtor and its stakeholders, and the Camrose Entities and their stakeholders, as applicable. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3. Upon delivery of a Receiver’s certificate to the Purchaser substantially in the form set out in **Schedule “A”** hereto (the “**Receiver’s Closing Certificate**”), all of the Debtor’s right, title and interest in and to the Purchased Assets listed in **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts,

reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the “Permitted Encumbrances” as defined in the Sale Agreement, including but not limited to the Permitted Encumbrances listed in **Schedule “D”** hereto)

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

4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
 - (a) the Registrar of Land Titles (“**Land Titles Registrar**”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificate of Title No. 052 406 815 for those lands and premises municipally described as 3201 48 Avenue, Camrose, Alberta, and legally described as:

PLAN 0524335
 BLOCK 7
 LOT 24
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 8.15 HECTARES (20.14 ACRES) MORE OR LESS

(the “**Lands**”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser, namely, Rose Country Investments Ltd.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule “D”** to this Order; and
 - (iv) discharge and expunge the Encumbrances listed in **Schedule “C”** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

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

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having

any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon Closing (as defined in the Sale Agreement) of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

CAPITAL CITY LEASE

15. Upon delivery of the Receiver's Certificate, all rights and obligations of the Receiver and the Debtor under the Capital City Lease (as defined in the Sale Agreement), shall be assigned to the Purchaser pursuant to the terms of the Sale Agreement.

16. The Receiver's and the Debtor's, as applicable, right, title and interest in the Capital City Lease shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances in accordance with the provisions of this Order.
17. The counterparty to the Capital City Lease is prohibited from exercising any right or remedy under the Capital City Lease by reason of any defaults thereunder arising from the assignment of the Capital City Lease or a change of control, .

MISCELLANEOUS MATTERS

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

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

19. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in Closing the Transaction.
20. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this

Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

21. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at:
<http://www.ey.com/ca/mayfield>

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER 2403-12343

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANT ERNST & YOUNG INC., in its capacity as court-appointed receiver of the current and future assets, undertakings and properties of Mayfield Investments Ltd., Camrose Casino Corporation, and Camrose Casino Limited Partnership

Clerk's Stamp

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
3500 Bankers Hall East
855 – 2nd Street SW
Calgary, Alberta T2P 4J8

Attention: Kelly J. Bourassa / Claire Hildebrand / Marie Turcott

Telephone: 403-260-9697 / 604-631-3331 / 604-631-4200

Fax No.: 403-260-9700

Email: kelly.bourassa@blakes.com /
claire.hildebrand@blakes.com
marie.turcott@blakes.com

File: 8431/1414

RECITALS

- A. Pursuant to an Order of the Honourable Justice M.J. Lema of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated September 6, 2024, Ernst & Young Inc. was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Mayfield Investments Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated [July 14, 2025], the Court approved the purchase and sale agreement made as of July 4, 2025 (the "**Sale Agreement**") between the Receiver and Rose Country Investments Ltd. (the "**Purchaser**") and provided for the

vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in article 9 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in article 9 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**Ernst & Young Inc., in its capacity
as Receiver of the undertakings,
property and assets of Mayfield
Investments Ltd., and not in its
personal or corporate capacity.**

Per;_____

Name:

Title:

Schedule "B"

Defined Terms

Capitalized terms not otherwise defined herein shall have the meaning set forth in the purchase and sale agreement between Rose Country Investments Ltd. and Ernst & Young Inc., in its capacity as court-appointed receiver of Mayfield Investments Ltd., Camrose Casino Corporation, and Camrose Casino Limited Partnership made as of July 4, 2025.

Purchased Assets

"**Purchased Assets**" means the Purchased Property, along with all of the Real Property and Miscellaneous Interests (provided that the only contract included in the scope of Purchased Assets shall be the Capital City Lease) held by the Debtor in respect of such Purchased Property, but excluding for certainty any of the Excluded Assets.

The Real Property is described on Schedule "E" to the Sale Agreement as follows:

Parcel 1

Municipal Address:

3201 48 Avenue, Camrose, Alberta

Legal Description:

PLAN 0524335

BLOCK 7

LOT 24

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 8.15 HECTARES (20.14 ACRES) MORE OR LESS

Schedule “C”

Encumbrances to be Discharged – Real Property

- Instrument No. 092 035 285 (Mortgage in favour of Alberta Treasury Branches)
- Instrument No. 092 035 286 (Caveat re: Assignment of Rents and Leases in favour of Alberta Treasury Branches)
- Instrument No. 152 369 839 (Mortgage in favour of TGC Lending Inc.)
- Instrument No. 162 192 992 (Mortgage in favour of Camrose Regional Exhibition & Agricultural Society)
- Instrument No. 232 118 360 (Builder's Lien in favour of 961945 Alberta Ltd.)
- Instrument No. 232 244 796 (Certificate of Lis Pendens)
- Instrument No. 252 037 743 (Construction Lien in favour of Top to Bottom Construction Ltd.)

Schedule “D”

Permitted Encumbrances – Real Property

Parcel 1

Municipal Address:

3201 48 Avenue, Camrose, Alberta

Specific Permitted Encumbrances:

- Instrument No. 1355NF (Easement)
- Instrument No. 794VF (Utility Right of Way in favour of Altalink Management Ltd.)
- Instrument No. 752 006 796 (Utility Right of Way in favour of Ankerton Gas Co-Op Ltd.)
- Instrument No. 052 044 927 (Utility Right of Way in favour of The City of Camrose)
- Instrument No. 052 199 932 (Utility Right of Way in favour of FortisAlberta Inc.)
- Instrument No. 052 345 134 (Utility Right of Way in favour of Altalink Management Ltd.)
- Instrument No. 052 556 267 (Utility Right of Way in favour of The City of Camrose)
- Instrument No. 062 446 221 (Restrictive Covenant)
- Instrument No. 062 446 222 (Restrictive Covenant)

SCHEDULE "B"

Excluded Liabilities

- (i) any Liabilities or obligations relating to or arising out of the Excluded Assets; and
- (ii) any Liabilities or obligations that are not Assumed Liabilities.

SCHEDULE "C"

Form of General Conveyance

THIS GENERAL CONVEYANCE AGREEMENT made as of [●], 2025.

BETWEEN:

ERNST & YOUNG INC., solely in its capacity as Court-appointed Receiver of all of the assets, undertakings and properties of **MAYFIELD INVESTMENTS LTD.**, **CAMROSE CASINO CORPORATION** and **CAMROSE CASINO LIMITED PARTNERSHIP** (the "**Debtor**"), and not in its personal or corporate capacity

(the "**Receiver**")

AND:

ROSE COUNTRY INVESTMENTS LTD.

(the "**Purchaser**")

WHEREAS:

- A. The Receiver and the Purchaser are party to a purchase and sale agreement dated [●], 2025 (as may be further amended, restated, supplemented or modified from time to time, the "**Purchase Agreement**").
- B. The Purchase Agreement and the transactions contemplated therein have been approved by way of decision of the Honourable Justice [●] in Chambers, an order with respect to which was issued on [●], 2025 (the "**Order**").
- C. Pursuant to the Purchase Agreement the Receiver agreed to transfer, sell and assign to the Purchaser and the Purchaser agreed to purchase, acquire and assume from the Receiver the Purchased Assets, as more particularly set out in the Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the closing of the transactions contemplated by the Purchase Agreement and the payments and other valuable consideration paid by the Purchaser to the Receiver pursuant to the Purchase Agreement (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

- 1. In this Agreement, unless the context otherwise requires, all capitalized terms used and not otherwise defined herein and defined in the Purchase Agreement shall have the respective meanings ascribed thereto in the Purchase Agreement.
- 2. Pursuant to and subject to the terms of the Purchase Agreement, the Receiver hereby sells, assigns, conveys and transfers to the Purchaser, and the Purchaser hereby purchases and accepts from Receiver, all of the Debtor's right, title and interest in and to the Purchased Assets without any recourse, warranty or representation of any kind on an "as is, where is" basis (except as set forth in the Purchase Agreement).

3. Pursuant to and subject to the terms of the Purchase Agreement, Purchaser hereby assumes, and agrees to be liable and responsible for, the Assumed Liabilities, and agrees to be bound by the Leases, and Permitted Encumbrances and hereby covenants and agrees with the Receiver that it will observe and perform all the Receiver's or the Debtor's, as the case may be, obligations thereunder.
4. Each Party shall from time to time hereafter, at the reasonable request of the other Party, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof, provided that all reasonable costs of the Receiver incurred in compliance with its obligations under this Section shall be for the account and at the expense of the Purchaser.
5. The rights of the Receiver hereunder shall not be assignable without the written consent of the Purchaser. The rights of the Purchaser hereunder shall not be assignable without the written consent of the Receiver.
6. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
7. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein and each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.
8. This Agreement is in addition to and not in replacement or substitution of the Purchase Agreement, and is not intended to supersede the Purchase Agreement or to vary, affect or effect a merger of any one of the terms thereof. This Agreement is entered into for the purpose only of affecting the conveyance, transfer and assignment of the Purchased Assets in the manner and on the terms set forth in the Purchase Agreement. This Agreement shall not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the Parties. In the event of any conflict between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement which survives the execution and delivery hereof, shall prevail.
9. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
 - (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
 - (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
 - (c) words importing the use of any gender shall include all genders where the context or Party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.
10. Any waiver by any Party, whether express or implied, of any breach of any term, covenant or condition of this Agreement shall not constitute a waiver as to any subsequent breach of the same or of any other term, covenant or condition thereof. Failure of a Party to

declare any breach upon the occurrence thereof, or any delay by any Party in taking action with respect to any breach, shall not waive any such breach.

11. Time shall be of the essence hereof.
12. The division of this Agreement into articles, sections, subsections and paragraphs, and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
13. The Parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide the other party hereto with a copy of this Agreement bearing original signatures forthwith by courier.
14. This Agreement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instruments.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement effective as of the date first written above.

ERNST & YOUNG INC., solely in its capacity as Court-appointed Receiver of all of the assets, undertakings and properties of **MAYFIELD INVESTMENTS LTD.**, **CAMROSE CASINO CORPORATION** and **CAMROSE CASINO LIMITED PARTNERSHIP**, and not in its personal or any other capacity

By: _____
Name:
Title:

ROSE COUNTRY INVESTMENTS LTD.

By: _____
Name:
Title:

SCHEDULE "D"
Allocation of Purchase Price

Asset Type	Purchase Price Allocation
Real Property (including Leases and Permitted Encumbrances)	
Personal Property	
Leased Equipment	
Goodwill	
Intellectual Property	
Books and Records	
Benefits of all warranties and warranty rights (implied, excess or otherwise) against manufacturers or sellers which apply to any of the above Purchased Assets	
Total:	

SCHEDULE "E"
Real Property

Parcel 1

Municipal Address:

3201 48 Avenue, Camrose, Alberta

Legal Description:

PLAN 0524335

BLOCK 7

LOT 24

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 8.15 HECTARES (20.14 ACRES) MORE OR LESS

SCHEDULE "F"
Permitted Encumbrances

Parcel 1

Municipal Address:

3201 48 Avenue, Camrose, Alberta

Specific Permitted Encumbrances:

- Instrument No. 1355NF (Easement)
- Instrument No. 794VF (Utility Right of Way in favour of Altalink Management Ltd.)
- Instrument No. 752 006 796 (Utility Right of Way in favour of Ankerton Gas Co-Op Ltd.)
- Instrument No. 052 044 927 (Utility Right of Way in favour of The City of Camrose)
- Instrument No. 052 199 932 (Utility Right of Way in favour of FortisAlberta Inc.)
- Instrument No. 052 345 134 (Utility Right of Way in favour of Altalink Management Ltd.)
- Instrument No. 052 556 267 (Utility Right of Way in favour of The City of Camrose)
- Instrument No. 062 446 221 (Restrictive Covenant)
- Instrument No. 062 446 222 (Restrictive Covenant)

Appendix **'B'**
RECEIVER'S FEE AFFIDAVIT

COURT FILE NUMBER	2403-12343
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE RECEIVERSHIP OF MAYFIELD INVESTMENTS LTD.
APPLICANT	ERNST & YOUNG INC., in its capacity as court- appointed receiver of the current and future assets, undertakings, and properties of Mayfield Investments Ltd., Camrose Casino Corporation and Camrose Casino Limited Partnership
DOCUMENT	FEE AFFIDAVIT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP Suite 3500, Bankers Hall East Tower 855 – 2 nd Street S.W. Calgary, AB T2P 4J8
	Attention: Kelly Bourassa Claire Hildebrand Marie Turcott
	Telephone: 403-260-9760 604-631-3331 604-631-4200
	Facsimile: 403-260-9700
	Email: kelly.bourassa@blakes.com claire.hildebrand@blakes.com marie.turcott@blakes.com
	File Ref.: 8431/1414

AFFIDAVIT OF JOSHUA HEAGY
Sworn July 7, 2025

I, Joshua Heagy, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. I am a Senior Director, Turnaround & Restructuring Strategy, with Ernst & Young Inc. (“**EY**”) in its capacity as court-appointed receiver (in such capacity, the “**Receiver**”) of the current and future assets, undertakings, and properties of Mayfield Investments Ltd.(“**Mayfield**”), Camrose Casino Corporation (“**Camrose GP**”), and Camrose Casino Limited Partnership (“**Camrose LP**”, and together with Camrose GP, the “**Camrose Entities**”). As such, I have

personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief.

2. I am authorized by EY to swear this affidavit on its behalf.

3. Capitalized terms not defined herein shall have the meaning ascribed to them in the Sixth Report of the Receiver dated July 7, 2025 (the “**Sixth Report**”).

4. EY was appointed as the Receiver of the current and future assets, undertakings, and properties of Mayfield pursuant to the Order of the Honourable Justice M.J. Lema dated September 6, 2024 (the “**Receivership Order**”). The Receivership Order became effective on October 24, 2024 (the “**Appointment Date**”).

5. By Order of the Honourable Justice G.S. Dunlop dated January 14, 2025, the Receivership of Mayfield was extended to include the Camrose Entities.

The Receiver’s Fees and Disbursements

6. The Receiver’s fees and disbursements for the period from the Appointment Date to January 31, 2025 were previously approved by the Order of the Honourable Justice D.R. Mah on February 21, 2025.

7. During the period from February 1, 2025 to June 15, 2025 (the “**Fee Period**”), the Receiver incurred fees and disbursements in the total amount of \$393,101.06, including GST. Particulars of the work performed are provided in the invoices rendered by the Receiver (the “**EY Invoices**”). Copies of the EY Invoices are attached hereto and marked as **Exhibit “A”**. The EY Invoices contain information over which privilege is asserted, which privilege is not waived, and have therefore been redacted to protect privileged information.

8. Attached as **Exhibit “B”** is a schedule summarizing each of the EY Invoices, including the total billable hours charged per EY Invoice, the total fees charged per EY Invoice and the average hourly rates charged. The average hourly rates charged by the Receiver across all EY Invoices was \$457.32. The Receiver has provided a total of 754.6 hours of services in relation to the estates of Mayfield and the Camrose Entities during the Fee Period.

9. Below is a chart summarizing the billing rate of each individual at EY who has recorded time on this matter during the Fee Period:

Name	Position	Hourly Rate (\$)
Peter Chisholm	Senior Vice President	795
Matt McCulloch	Senior Vice President	795
Joshua Heagy	Senior Director	595
David Ford	Senior Director	595
Hazem Ismail	Director	475
Jordan Day	Contractor	400
Paul Lim	Consultant	395
Jaz Thiara	Consultant	395
Jessica Murray	Paraprofessional	295
Trina Sorbara	Paraprofessional	295
Donna Tuck	Paraprofessional	295

10. To the best of my knowledge, the rates charged by the Receiver through the course of these proceedings are comparable to the rates charged by other firms in the Alberta market for the provision of similar services, and the rates charged by the Receiver for services rendered in similar proceedings.

11. The total amount being claimed for the work performed by the Receiver for the Fee Period is \$393,101.06, including \$345,091.50 for fees, \$29,290.45 for disbursements and \$18,719.11 for GST.

12. It is my view that the fees and disbursements incurred by the Receiver are fair and reasonable in the circumstances.

The Receiver's Legal Counsel's Fees and Disbursements

13. The fees and disbursements of the Receiver's legal counsel, Blake, Cassels & Graydon LLP ("**Blakes**"), for the period from the Appointment Date to January 31, 2025 were also approved by the Order of the Honourable Justice D.R. Mah on February 21, 2025.

14. Blakes rendered invoices to the Receiver (the "**Blakes Invoices**") for fees and disbursements incurred during the Fee Period in the total amount of \$633,019.73, including GST. Particulars of the work performed are provided in the Blakes Invoices. Copies of the Blakes Invoices are attached hereto and marked as **Exhibit "C"**. The Blakes Invoices contain information over which privilege is asserted, which privilege is not waived, and have therefore been redacted to protect privileged information.

15. Attached as **Exhibit "D"** is a schedule summarizing each of the Blakes Invoices, including the total billable hours charged per Blakes Invoice, the total fees charged per Blakes

Invoice and the average hourly rates charged. The average hourly rates charged by Blakes across all Blakes Invoices was \$620.34. Blakes has provided a total of 964.5 hours of legal services in relation to the estates of Mayfield and the Camrose Entities during the Fee Period.

16. Below is a chart summarizing the billing rate of each individual at Blakes who has recorded time on this matter during the Fee Period:

Name	Position	Year of Call	Hourly Rate (\$)
Garth Anderson	Partner	1987	1,065
Kelly Bourassa	Partner	2001	1,095
Birch Miller	Partner	2004	840
Monica Cheng	Partner	2014	995
Rodney Perkins	Partner	2016	750
Claire Hildebrand	Partner	2017	775
Elena Balkos	Counsel	2007	1,200
Ashton Menuz	Associate	2018	730
Lindsey Knibbs	Associate	2019	685
Wajeeha Sattar	Associate	2019	685
Zubair Hussain	Associate	2020	775
Regan Hunter	Associate	2022	645
Marie Turcott	Associate	2022	510
Sydney Goldstone	Associate	2023	575
Farrukh Ahmad	Associate	2023	435
Stefan Malinovic	Associate	2023	435
Chris Klok	Associate	2024	405
Brody Gray	Student at Law	N/A	375
Iqra Shah	Student at Law	N/A	375
Alex Verhun	Student at Law	N/A	375

17. To the best of my knowledge, the rates charged by Blakes through the course of these proceedings are comparable to the rates charged by other national firms for services rendered in similar proceedings. It is my view that the fees and disbursements incurred by Blakes are fair and reasonable in the circumstances.

18. The total amount being claimed for the work performed by Blakes for the Fee Period is \$633,019.73, including \$598,317.50 for fees, \$4,572.08 for disbursements and \$30,130.15 for GST.

19. This affidavit is sworn in support of the Receiver's application for, among other things, approval of its fees and disbursements and those of its legal counsel and for no other purpose.

SWORN BEFORE ME at the City of Calgary,)
in the Province of Alberta, this 7th day of July,)
2025)
)
)
)
)
)



A Commissioner for Oaths in and for Alberta



JOSHUA HEAGY

Farrukh Ahmad
Barrister & Solicitor

This is **Exhibit "A"** referred to in the

Affidavit of Joshua Heagy

sworn before me
this 7th day of July, 2025



A Commissioner for Oaths in and for Alberta

Farrukh Ahmad
Barrister & Solicitor



Ernst & Young Inc.
Calgary, AB

Invoice

Mayfield Investments Ltd
10010 106 St NW Suite 1005
Edmonton, AB T5J 3L8
Canada

Invoice No.: CA12C500011879
Please include this number with payment

Invoice Date: March 18, 2025
Due Date: Upon receipt
Client No.: 0013325588
Engagement No.: E-68635376

Please see last page of the invoice for
payment instructions.

For professional services rendered in relation to Project Play Receivership up to February 28, 2025.

	Net	Tax	Rate	Tax Amount	<u>CAD</u> Total
EY Fees	114,996.00				
Courtesy Discount	-17,249.40				
Fee	97,746.60	GST	5 %	4,887.33	102,633.93
Expenses	1,870.16	GST	5 %	93.51	1,963.67
	99,616.76			4,980.84	104,597.60
Invoice summary	99,616.76				
Tax:	5% GST			4,980.84	
Total:	99,616.76			4,980.84	104,597.60

A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498



Ernst & Young Inc.
Calgary, AB

Payment Options and Instructions

Mayfield Investments Ltd
up to February 28, 2025

Individual	Hours	Rate	Total
Peter Chisholm	9.1	\$ 795.00	\$ 7,234.50
Matt McCulloch	0.1	\$ 795.00	\$ 79.50
Josh Heagy	119.8	\$ 595.00	\$ 71,281.00
Hazem Ismail	44.3	\$ 475.00	\$ 21,042.50
Jordan Day	28.8	\$ 400.00	\$ 11,500.00
Paul Lim	8.2	\$ 395.00	\$ 3,239.00
Jessica Murray	1.9	\$ 295.00	\$ 560.50
Trina Sorbara	0.2	\$ 295.00	\$ 59.00
	212.4		\$ 114,996.00
Courtesy Discount			-\$ 17,249.40
Subtotal			\$ 97,746.60
GST (5%)			\$ 4,887.33
Total Fees			\$ 102,633.93

Mayfield Investments Ltd.

Time Details

Person	Date	Rate	Hours	Fee	Description
Hazem Ismail	3-Feb-25	475	1.0	475.00	Uploading all the court documents onto the EY document site. Call with ██████ regarding the sale of the assets.
Hazem Ismail	4-Feb-25	475	2.0	950.00	Meeting to perform CIM review. Meeting with Raj regarding catching up on weekly activities. Discussion with ██████ regarding planned visit to MHL.
Hazem Ismail	5-Feb-25	475	1.5	712.50	Call with ██████ regarding the sales process. Addressing emails received. reaching out to Avison and young for a teaser.
Hazem Ismail	6-Feb-25	475	0.5	237.50	Addressing emails received throughout the day.
Hazem Ismail	10-Feb-25	475	5.0	2,375.00	Travel to the Medicine Hat Lodge. Communicating briefly with staff and status of the hotel.
Hazem Ismail	11-Feb-25	475	8.0	3,800.00	Day spent with the MHL team, discussing ongoing operation, the receivership, and other matters. Walking through the facility with the building inspectors. Working on the finalization of WCB account information.
Hazem Ismail	12-Feb-25	475	8.0	3,800.00	Talks with MHL staff, and travel back to Calgary.
Hazem Ismail	13-Feb-25	475	1.0	475.00	Call with Raj regarding the weekly status updates.
Hazem Ismail	14-Feb-25	475	0.5	237.50	Medicine Hat Lodge - Meeting with City of Medicine Hat regarding property taxes.
Hazem Ismail	18-Feb-25	475	1.9	902.50	Addressing emails received relating to Receivership Matters. ██████ Catch Up call with Raj.
Hazem Ismail	20-Feb-25	475	5.4	2,565.00	Attending the weekly MHL managers meeting. Meeting with Josh H. regarding Camrose Casino claims process. Calls with James R. of AY regarding advertisement process, and Josh Heagy re. the same. Issuance of email breakdown to Peter C. regarding the advertisements. Reaching out to Mayfield staff regarding Camrose Claims Process. Medicine Hat Utilities re. property tax matter. Working on Contract review.
Hazem Ismail	21-Feb-25	475	0.5	237.50	Addressing emails received throughout the day.
Hazem Ismail	24-Feb-25	475	2.0	950.00	Weekly Catch up with Raj L., MHL, and Josh Heagy, EY, regarding Receivership process. Uploading Mayfield Investment Ltd. files to Document Center. Reaching out to Expedia regarding incorrect payment. Reaching out to Gustavo, AGI, regarding receivership process.
Hazem Ismail	25-Feb-25	475	1.5	712.50	Copper Coulee monthly status call between Receiver, MHL Casino, Starks, and Cam Christianson team. Reaching out to Expedia to resolve incorrect payment issue.
Hazem Ismail	26-Feb-25	475	2.0	950.00	Responding to Rose B, MHL, regarding the WCB invoices and amounts for 2024 / 2025. This included searching for invoices and account numbers to create a tracker. Drafting of termination papers for ██████
Hazem Ismail	27-Feb-25	475	2.5	1,187.50	Research on BIA regarding the classification of WEPPA payments for ██████ Registering Mayfield Investments Ltd. to be applicable for WEPPA. Finalizing and submission of ██████ claim.
Hazem Ismail	28-Feb-25	475	1.0	475.00	Communication with Raj. L. regarding outstanding information. Communicating with ██████ regarding POC ██████ submitted.
Hazem Ismail Total			44.3	21,042.50	
Jessica Murray	7-Feb-25	295	0.3	88.50	Submit invoice to Canada AP.
Jessica Murray	13-Feb-25	295	1.5	442.50	December 31 bank reconciliations.
Jessica Murray	28-Feb-25	295	0.1	29.50	Arrange advertising for claims process
Jessica Murray Total			1.9	560.50	
Jordan Day	3-Feb-25	400	0.8	300.00	Discussion with Josh regarding square footage of Casino. Dealt with file related email messages. Discussion with David Pechet
Jordan Day	5-Feb-25	400	0.5	200.00	Dealt with file related email messages. Dealt with inquiry from Levitt Safety
Jordan Day	6-Feb-25	400	8.3	3,300.00	Attended premises. Meetings with Hany, Wyatte, Barb, Lori-Ann. Met with and facilitated tour of property with Nichols Environmental for property assessment. Discussion with Josh regarding Poker Room and casino lease agreement.
Jordan Day	7-Feb-25	400	0.3	100.00	Dealt with file related email messages.

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Mayfield Investments Ltd.

Time Details

Person	Date	Rate	Hours	Fee	Description
Jordan Day	10-Feb-25	400	1.5	600.00	Dealt with file related email messages. Conference call with Capital City Casino, Josh and Raj
Jordan Day	11-Feb-25	400	6.0	2,400.00	Attended premises. Tour of Camrose facility with Capital City. Introduction to management team. Meeting with Lori-Ann. Meeting with Barb. Meeting with Hany. Meeting with Wyattte. Meeting with Lori. Dealt with file related email messages.
Jordan Day	12-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	13-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	14-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	17-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	18-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	19-Feb-25	400	4.0	1,600.00	Attended premises. Meeting with Hany. Meeting with Wyattte. Dealt with file related email messages.
Jordan Day	20-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	21-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	24-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	25-Feb-25	400	4.5	1,800.00	Attended premises. Individual meetings with Wyattte, Hany, Barb and Lori-Ann. Dealt with file related email messages.
Jordan Day	26-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	27-Feb-25	400	0.5	200.00	Dealt with file related email messages. Discussion with Josh.
Jordan Day	28-Feb-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day Total			28.8	11,500.00	
Josh Heagy	3-Feb-25	595	6.7	3,986.50	Preparation of SRD for Fourth report; emails to counsel re: fourth report; drafting of fourth report; calls w/ Avison Young re: SISP; emails w/ Nichols re: BCA/Phase 1 assessments; correspondence w/ Capital City re: APA/lease; other operational matters.
Josh Heagy	4-Feb-25	595	5.3	3,153.50	Call w/ Avison Young re: CIM and sales materials; call w/ Capital City re: APA; call w/ Blakes re: [REDACTED]; call w/ R. Lokhande weekly update; drafting of Fourth Report of the Receiver; various operational activities.
Josh Heagy	4-Feb-25	595	3.4	2,023.00	Drafting of the Fourth Report of the Receiver.
Josh Heagy	5-Feb-25	595	7.2	4,284.00	Drafting of 4th report; calls w/ AY re: sales process; call w/ Capital City re: APA; other operational items
Josh Heagy	6-Feb-25	595	4.3	2,558.50	Review of revised Capital City APA, [REDACTED]; correspondence w/ Casino re: liabilities; correspondence w/ other stakeholders; operational matters.
Josh Heagy	7-Feb-25	595	7.4	4,403.00	Drafting Fourth Report; drafting supplement to Fourth Report; review and comments on multiple iterations of the Capital City APA and Lease Agreement; multiple calls w/ Blakes [REDACTED]; calls w/ Mayfield Management re: Camrose Op costs; operational matters.
Josh Heagy	9-Feb-25	595	3.7	2,201.50	Review of draft APA and Lease agreement; preparation of comments re: same; drafting of Fourth Report of the Receiver.
Josh Heagy	10-Feb-25	595	9.3	5,533.50	Call w/ Capital City re: APA and Lease; Call w/ Capital City re: transition matters; call w/ Avison Young re: sales materials; call w/ ATB re: Capital City APA and Lease Agreement, draft email to ATB re: same; analysis to support rent in lease agreement; call w/ Blakes re: [REDACTED] review of revised APA and comments; revisions to Fourth Report.
Josh Heagy	11-Feb-25	595	9.8	5,831.00	Revisions to Fourth Report and supplement; multiple calls w/ Blakes re: [REDACTED]; Call w/ P. Chisholm re: APA/Lease; analysis for ATB re: lease and multiple emails, calls w/ATB re: same; review of revisions to APA and lease; calls w/ creditors; operational matters.
Josh Heagy	11-Feb-25	595	0.9	535.50	Finalization of Fourth Report and Supplement.
Josh Heagy	12-Feb-25	595	9.8	5,831.00	Negotiations with Capital City re: APA/Lease Agreement; multiple calls and emails with ATB and Blakes re: same; review and comments on APA and Lease Agreement revisions; revisions to Fourth Report and supplement; emails with creditors; operational matters.

Mayfield Investments Ltd.

Time Details

Person	Date	Rate	Hours	Fee	Description
Josh Heagy	13-Feb-25	595	8.4	4,998.00	Final negotiations w/ Capital City; calls w/ ATB re: final terms; calls w/ Blakes re: [REDACTED]; review of final APA and Lease Agreement; updates to Fourth Report and confidential supplement; operational matters.
Josh Heagy	14-Feb-25	595	4.1	2,439.50	Finalizing court materials; calls w/ Blakes re: [REDACTED]; review of Blakes material [REDACTED]; operational matters.
Josh Heagy	18-Feb-25	595	4.5	2,677.50	Call w/ Blakes re: [REDACTED]; weekly update call w/ R. Lokhande; review of termination letter; review of Camrose Casino agreements; emails and comments to Avison Young re: marketing materials; operational matters.
Josh Heagy	19-Feb-25	595	3.2	1,904.00	Correspondence w/ Counsel to [REDACTED] execution of NDA and release of financial information; correspondence w/ Avison Young re: SISP and review of CIM and comments; operational matters.
Josh Heagy	20-Feb-25	595	5.2	3,094.00	Review of application materials and emails w/ Blakes re: [REDACTED]; review of cash flows; preparation of requests for Capital City; correspondence w/ Avison Young re: SISP; call w/ H. Ismail re: claims process, SISP and other items; operational matters.
Josh Heagy	21-Feb-25	595	4.2	2,499.00	Attendance to court application; emails w/ Blakes [REDACTED]; review of CIM; operational matters.
Josh Heagy	24-Feb-25	595	5.5	3,272.50	Weekly update call w/ R. Lokhande; ATM damage claim analysis; review of CIM and comments to Avison Young; correspondence w/ Nichols re: BCA; invoicing; operational matters.
Josh Heagy	25-Feb-25	595	2.5	1,487.50	Monthly operations call w/ Copper Coulee Casino; discussions w/ P. Lim re: GST filings; emails w/ Avison Young; operational matters.
Josh Heagy	26-Feb-25	595	4.9	2,915.50	Call w/ Blakes re: [REDACTED]; calls w/ Avison Young re: CIM and marketing update; review of casino contracts; operational matters.
Josh Heagy	27-Feb-25	595	4.7	2,796.50	Call w/ N. Roper re: insurance claim; call w/ F. Ahmed re: Chalmers information request; call w/ J. Day re: Casino poker table; call w/ Colliers re: Land Parcel selling agent; review of WEPPA documents; operational activities.
Josh Heagy	28-Feb-25	595	4.8	2,856.00	Review of MOA re: Stark appeal; review of casino employee information re: sale; email to AGLC re: court orders; review of SISP update from AY; review of materials for Capital City data room; prep of claims process documents; operational matters.
Josh Heagy Total			119.8	71,281.00	
Matt McCulloch	15-Feb-25	795	0.1	79.50	To review, approve and sign October, 2024 bank rec(s)
Matt McCulloch Total			0.1	79.50	
Paul Lim	5-Feb-25	395	2.4	948.00	Call with Telus re. amounts stayed; Emails with Rose, Hany, and Rochelle re. Telus authorized user; review of Rogers (MHL) Wi-Fi accrued amounts and remitting payments;
Paul Lim	6-Feb-25	395	0.4	158.00	investigation of WM pre-receivership accounts; email to R. Torio re. amounts that have been stayed
Paul Lim	7-Feb-25	395	2.8	1,106.00	Calls with Telus, Rose and Hany re. obtaining authorizations to speak on behalf of CRC account; Calls with WM representatives for CRC and MHL re. pre-receivership account charges; emails to Rose re. WM charges
Paul Lim	10-Feb-25	395	1.6	632.00	Call with Telus re. pre-receivership payables that have been stayed
Paul Lim	21-Feb-25	395	1.0	395.00	Call/Emails with Rogers re MHL Wi-Fi Account
Paul Lim Total			8.2	3,239.00	
Peter Chisholm	3-Feb-25	795	0.8	636.00	Review of Camrose Casino APA and lease, e-mails to Capital City Casinos re. same, review of e-mail from Blakes re. [REDACTED]
Peter Chisholm	4-Feb-25	795	1.5	1,192.50	Call with Avison Young re. CIM review and sales process, call with Capital City Casinos re. Camrose Casino, e-mails to/from J. Morris, CCC, review/approval of expenditures
Peter Chisholm	5-Feb-25	795	2.5	1,987.50	Review/amending fourth report of the receiver, call with Blakes re. [REDACTED] call with Capital City, MT and Blakes re. Camrose casino
Peter Chisholm	6-Feb-25	795	1.5	1,192.50	Review of amended report and discussions with J. Heagy, EY re. Feb. 21st application, review/approval of expenditures

Mayfield Investments Ltd.
Time Details

Person	Date	Rate	Hours	Fee	Description
Peter Chisholm	7-Feb-25	795	0.5	397.50	Review of confidential supplement to 4th report
Peter Chisholm	10-Feb-25	795	1.0	795.00	Call with J. Heagy, EY, re. Camrose Casino and other matters, call with Scott and Melissa, Capital City, re. APA and lease revisions
Peter Chisholm	12-Feb-25	795	0.5	397.50	Calls with J. Heagy, EY, and review of analysis re. Camrose casino lease
Peter Chisholm	27-Feb-25	795	0.4	318.00	Call with Nick Roper, Roper Valuations, re. insurance claims
Peter Chisholm	28-Feb-25	795	0.4	318.00	Review of e-mail from AY re. NDAs, review of MoA, discussion with J. Heagy, EY, re. various matters
Peter Chisholm Total			9.1	7,234.50	
Trina Sorbara	13-Feb-25	295	0.2	59.00	Re-send email verification to Jess for ATB online access
Trina Sorbara Total			0.2	59.00	
Grand Total			212.4	114,996.00	

Mayfield Investments Ltd.

Expense Details

Account	Date	Amount	Description
Day Group Inc	31-Jan-25	569.60	Travel to and from Camrose Casino
Day Group Inc Total		569.60	
Josh Heagy	18-Feb-25	372.50	Operating costs for Receivership - Hotel Planner Invoice
Josh Heagy	18-Feb-25	439.41	Operating costs for Receivership - Hotel Planner Invoice
Josh Heagy	27-Feb-25	488.65	Operating costs for Receivership - Lightspeed Invoice
Josh Heagy Total		1,300.56	
Grand Total		1,870.16	



Ernst & Young Inc.
Calgary, AB

Invoice

Mayfield Investments Ltd
10010 106 St NW Suite 1005
Edmonton, AB T5J 3L8
Canada

Invoice No.: CA12C500012022
Please include this number with payment

Invoice Date: April 15, 2025
Due Date: Upon receipt
Client No.: 0013325588
Engagement No.: E-68635376

Please see last page of the invoice for
payment instructions.

For professional services rendered in relation to Project Play Receivership up to April 11, 2025.

	Net	Tax	Rate	Tax Amount	<u>CAD</u> Total
EY Fees	142,778.50				
Courtesy Discount	-21,416.78				
Fee	121,361.72	GST	5 %	6,068.09	127,429.81
Expenses	9,072.72	GST	5 %	453.64	9,526.36
	130,434.44			6,521.73	136,956.17
Invoice summary	130,434.44				
Tax:	5% GST			6,521.73	
Total:	130,434.44			6,521.73	136,956.17

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Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498



Ernst & Young Inc.
Calgary, AB

Payment Options and Instructions

Mayfield Investments Ltd
up to April 11, 2025

Individual	Hours	Rate	Total
Peter Chisholm	13.9	\$ 795.00	\$ 11,050.50
Matt McCulloch	0.2	\$ 795.00	\$ 159.00
Josh Heagy	133.9	\$ 595.00	\$ 79,670.50
Hazem Ismail	45.2	\$ 475.00	\$ 21,470.00
Jordan Day	41.3	\$ 400.00	\$ 16,500.00
Paul Lim	32.2	\$ 395.00	\$ 12,719.00
Jessica Murray	4.1	\$ 295.00	\$ 1,209.50
	270.8		\$ 142,778.50
Courtesy Discount	15%		-\$ 21,416.78
Subtotal			\$ 121,361.72
GST (5%)	5%		\$ 6,068.09
Total Fees			\$ 127,429.81

Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Hazem Ismail	3-Mar-25	475	2.5	1,187.50	Weekly update call with Raj regarding Camrose and MHL. Connecting with WCB regarding transfer of credit and updated invoicing. Discussions with ecolab regarding outstanding invoices and account transfers. Connecting with Marie Jackson re. Camrose Casino claims process.
Hazem Ismail	4-Mar-25	475	1.0	475.00	Working with Marie Jackson (EY) to facilitate the publication of the claims process ads in the Edmonton Journal, and Insolvency Insider. Compiling information and responding to the CRA request relating to Samantha Rankin.
Hazem Ismail	5-Mar-25	475	0.2	95.00	Connecting with Marie Jackson, EY, relating to the completion of the Casino Claims process advertisements.
Hazem Ismail	6-Mar-25	475	1.2	570.00	Addressing emails received. Attending the MHL managers meeting.
Hazem Ismail	7-Mar-25	475	1.1	522.50	Working on the mailout process for the Casino claims. Reconciliation of the EcoLab materials. Sending emails to all US creditors.
Hazem Ismail	10-Mar-25	475	2.0	950.00	Call with AY regarding ongoing sales process. Ongoing efforts to facilitate the newspaper ads for the SISP, addressing other emails received.
Hazem Ismail	11-Mar-25	475	1.0	475.00	Working on the Camrose Casino FAQ.
Hazem Ismail	12-Mar-25	475	1.5	712.50	Meeting with Blakes regarding [REDACTED]. Issuing casino claim form to claimants who were initially missed.
Hazem Ismail	13-Mar-25	475	2.0	950.00	Reconciliation of outstanding EcoLab invoices relating to the Pool. Mail out of additional Casino Claims process packages. MHL managers Meeting
Hazem Ismail	14-Mar-25	475	1.0	475.00	Finalization of the FAQ for Camrose Casino employees. Addressing emails received relating to the receivership proceedings. Uploading PoC received to the server, and communication re. the same with Josh. H.
Hazem Ismail	18-Mar-25	475	2.3	1,092.50	Call with Raj L. of Mayfield regarding Weekly catch up. Call with Avison and Young, and call with EY.
Hazem Ismail	19-Mar-25	475	0.5	237.50	Addressing emails relating to the previously issued Casino claims process.
Hazem Ismail	20-Mar-25	475	1.5	712.50	Issuance of Casino Claims process emails to Casino Vendors. [REDACTED]
Hazem Ismail	21-Mar-25	475	1.8	855.00	[REDACTED] Addressing creditors of the Camrose Casino. Addressing emails regarding Casino claims process, and issuing claims package to creditors. Call with Ajay from WEPPA regarding Mayfield structure.
Hazem Ismail	24-Mar-25	475	3.5	1,662.50	Facilitating payment of the Medicine Hat Lodge utility invoice. Working on resubmission of the [REDACTED] WEPPA claim. Meeting with Josh H., EY, regarding the ATB memo. Call with Raj L. regarding Mayfield status update.
Hazem Ismail	25-Mar-25	475	3.5	1,662.50	Working on ATB Memo. Initial meeting with Avison and Young based on Sales Process.
Hazem Ismail	26-Mar-25	475	2.5	1,187.50	[REDACTED] addressing emails received relating to Cash Flow / Marketing materials.
Hazem Ismail	27-Mar-25	475	0.9	427.50	Call with WEPPA regarding the trustee information form.
Hazem Ismail	28-Mar-25	475	1.0	475.00	Addressing emails received, providing MHL management with Sun County invoices and contracts. Reaching out to Mayfield management regarding historical repairs and maintenance request.
Hazem Ismail	1-Apr-25	475	0.9	427.50	Meeting with Avison and Young regarding the marketing update. Addressing emails received.
Hazem Ismail	3-Apr-25	475	1.6	760.00	Addressing emails received. Attending the weekly MHL managers meeting.
Hazem Ismail	7-Apr-25	475	3.5	1,662.50	Review of all Camrose Casino proof of claims received. Drafting letters or revision / disallowance. Requesting updated PoC from claimants for any missing information.
Hazem Ismail	8-Apr-25	475	3.3	1,567.50	Review and compilation of all Proof of Claim information received. Calling GardaWorld and sending them a letter to disclaim the contract.
Hazem Ismail	9-Apr-25	475	1.0	475.00	Addressing emails received from Ecolab. Finalization of Notice of Disclaim for GardaWorld.
Hazem Ismail	10-Apr-25	475	3.2	1,520.00	MHL Managers Meeting, uploading documents to the Receiver website, addressing creditors, working on documents relating to disallowance and casino claims tracker.
Hazem Ismail	11-Apr-25	475	0.7	332.50	Finalization of notice of disallowance for The Soap Stop. 000098

Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Hazem Ismail Total			45.2	21,470.00	
Jessica Murray	3-Mar-25	295	0.3	88.50	Prepare cheques
Jessica Murray	11-Mar-25	295	1.3	383.50	Upload invoice to Elevate for payment by AP. Obtain access to ATB online bank accounts, download statements, reconcile the two small bank accounts.
Jessica Murray	12-Mar-25	295	1.0	295.00	Enter January wire transactions & deposit, reconcile January bank account.
Jessica Murray	19-Mar-25	295	0.5	147.50	February bank reconciliations
Jessica Murray	26-Mar-25	295	1.0	295.00	Enter February transactions in Ascend, prepare bank reconciliation.
Jessica Murray Total			4.1	1,209.50	
Jordan Day	3-Mar-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	4-Mar-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	5-Mar-25	400	0.5	200.00	Dealt with file related email messages. Discussion with Lori-Ann regarding health inspector concerns. Discussion with Josh regarding D. Pechet's belongings left onsite and health inspector's instructions.
Jordan Day	6-Mar-25	400	4.5	1,800.00	Attended premises. Dealt with file related email messages. Dealt with Health Inspector concerns. Meeting with Lori-Ann. Meeting with Angie. Discussion with Wyattte. Discussion with Shawn.
Jordan Day	7-Mar-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	10-Mar-25	400	0.3	100.00	Dealt with file related email messages
Jordan Day	11-Mar-25	400	0.3	100.00	Dealt with file related email messages
Jordan Day	12-Mar-25	400	5.0	2,000.00	Discussion with Auto Aquatics regarding scope of work on pool and hot tub. Dealt with file related email messages. Attended premises. Meeting with Lori-Ann. Meeting with Ron
Jordan Day	13-Mar-25	400	0.3	100.00	Dealt with file related email messages
Jordan Day	14-Mar-25	400	4.5	1,800.00	transition meeting with Capital City Casino. Dealt with email messages. Toured property with Sunny and Neil. Meeting with Wyattte. Meeting with Lori-Ann. Meeting with Barb.
Jordan Day	17-Mar-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	18-Mar-25	400	1.8	700.00	Dealt with file related email messages. Reviewed RJC contract and provided comments.
Jordan Day	19-Mar-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	20-Mar-25	400	6.3	2,500.00	Attended premises. Camrose Casino townhall meeting. Meeting with Barb. Meeting with Wyattte. Meeting with Lori-Ann. Dealt with shredding company who was in the process of removing the shredding bins. Dealt with file related email messages. Call with Josh.
Jordan Day	21-Mar-25	400	2.3	900.00	Transition meeting with Capital City. Reviewed and provided comments on contract between Capital City and Mayfield re IT services post transition. Dealt with file related email messages. Call with Wyattte. Reviewed draft closing procedures document.
Jordan Day	22-Mar-25	400	3.0	1,200.00	Attended premises. Showed property. Dealt with file related email messages.
Jordan Day	24-Mar-25	400	1.0	400.00	Dealt with file related email messages. Conference call with VC3 and VCM regarding IT transition for hotel and casino.
Jordan Day	25-Mar-25	400	1.0	400.00	Dealt with file related email messages. Call with Wyattte. Call with Josh. Call with Lori-Ann
Jordan Day	26-Mar-25	400	6.5	2,600.00	Dealt with file related email messages. Call with Wyattte. Attended premises. Meeting with Barb. Meeting with Lori-Ann.
Jordan Day	27-Mar-25	400	2.3	900.00	Dealt with staff inquiries. Dealt with file related email messages. Transition meeting with Capital City Casino.
Jordan Day	28-Mar-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	31-Mar-25	400	0.5	200.00	Dealt with file related email messages. Discussion with Josh.
Jordan Day Total			41.3	16,500.0	
Josh Heagy	3-Mar-25	595	4.4	2,618.00	Review and finalization of CIM; correspondence w/ various stakeholder re: release of \$4.125M deposit; review of CRC BCA and Phase 1 assessment; call w/ AY re: LOI form; various operational items.

Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Josh Heagy	4-Mar-25	595	2.4	1,428.00	Update meeting w/ P. Chisholm; call w/ Avison Young re: SISP; emails with potential buyers; operational matters.
Josh Heagy	5-Mar-25	595	3.4	2,023.00	Call w/ AY re: SISP; meeting w/ H. Ismail re: claims process; correspondence w/ Capital City re: various items; correspondence w/ Blakes re: [REDACTED]; operational matters.
Josh Heagy	6-Mar-25	595	3.7	2,201.50	Update call w/ Blakes; emails with various stakeholders; review of amended CP agreement; preparation of materials for Capital City transition; other operating activities.
Josh Heagy	7-Mar-25	595	4.9	2,915.50	Correspondence w/ Blakes re: [REDACTED]; review of MHL Phase 1 and BCA assessments; call w/ Capital City re: transition; emails with Mayfield management re: same; various operational activities.
Josh Heagy	10-Mar-25	595	3.2	1,904.00	SISP update call w/ Avison Young; call w/ CRA re: Trust Exam; weekly update call w/ R. Lokhande; responding to requests from Capital City; various operational items.
Josh Heagy	11-Mar-25	595	2.0	1,190.00	Preparation of requests from Capital City; correspondence w/ Avison Young re: various items; various operational items.
Josh Heagy	12-Mar-25	595	5.6	3,332.00	Call w/ Counsel re: [REDACTED]; call w/ management re: casino transition items; preparing responses and information re Capital City requests; internal meetings; operational items.
Josh Heagy	13-Mar-25	595	2.3	1,368.50	Review of closing documents for Capital City sale; correspondence w/ Counsel re: [REDACTED]; various operational activities.
Josh Heagy	14-Mar-25	595	4.8	2,856.00	Call w/ Capital City re: transition; response to requests from Capital City; review of shared cost allocations; review of casino contracts; various operational items.
Josh Heagy	17-Mar-25	595	4.1	2,439.50	Call w/ API/CP re: CP Rail amendment agreement; call w/ R. Lokhande re: site visit; review of casino vendor list and uploads to Capital City Sharepoint; emails w/ Counsel re: various items; various operational activities.
Josh Heagy	18-Mar-25	595	5.4	3,213.00	Weekly update call w/ R. Lokhande; SISP update call w/ Avison Young; internal meeting re: update to ATB; information requests for Capital City; drafting questions and prep for meeting with Pechets; emails w/ Counsel; review of bid package for pool structure repair; various operational items.
Josh Heagy	19-Mar-25	595	5.4	3,213.00	Call w/ J. Pechet and H. Pechet re: various matters; pre-call with Blakes to [REDACTED]; information requests for Capital City; correspondence w/ vendors re: Claims Process; Call w/ J. Day re: various matters; operational matters.
Josh Heagy	20-Mar-25	595	3.1	1,844.50	Review of IT Service agreement; various transitional items w/ Capital City; renewal of J. Day subcontracting; emails to creditors re: Camrose Claims Process; operational matters.
Josh Heagy	21-Mar-25	595	3.9	2,320.50	Transition call w/ Capital City; calls w/ Counsel re: [REDACTED]; call w/ J. Day re: ATM cash systems; review of CCC arbitration agreement and correspondence w/ AY re: same; drafting IT Service agreement w/ Capital City; various operational matters.
Josh Heagy	24-Mar-25	595	2.6	1,547.00	Drafting estimated security position; call w/ R. Lokhande weekly update; emails to Capital City re: transition; operational items.
Josh Heagy	25-Mar-25	595	7.2	4,284.00	Call w/ N. Roper re: insurance; Copper Coulee financial update meeting; call w/ AY re: marketing update; review of Chalmers/777 data request; ESP for ATB; Capital City transition items; various operational matters.
Josh Heagy	26-Mar-25	595	7.9	4,700.50	Multiple calls re: employment offers for Capital City; [REDACTED] review of closing documents re: Capital City; employee matters; internal meeting w/ P. Chisholm re: [REDACTED] various operational matters.
Josh Heagy	27-Mar-25	595	3.9	2,320.50	[REDACTED] correspondence with Nichols re: Phase 2; review of LOIs; review of Casino Claims; employee contract matters; call w/ Capital City re: Transition; operational matters.
Josh Heagy	28-Mar-25	595	1.1	654.50	Correspondence w/ Counsel re: [REDACTED]; various operational matters.

Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Josh Heagy	31-Mar-25	595	5.6	3,332.00	Negotiation of FB agreement w/ Capital City; correspondence w/ insurance broker re: casino sale; review of claims; weekly update call w/ R. Lokhande; operational matters
Josh Heagy	1-Apr-25	595	5.7	3,391.50	Call w/ insurance broker re: casino sale and changes to policies; call w/ Avison Young re: phase 2 SISP; correspondence w/ counsel re: [REDACTED]; closing of casino sale and correspondence w/ management and Capital City; operational matters.
Josh Heagy	2-Apr-25	595	5.2	3,094.00	Call w/ ATM Cash Systems re: claim; call w/ EY indirect tax re: CRA claim; review of policy memos re: casino sale; update call w/ Blakes re: [REDACTED]; operational matters
Josh Heagy	3-Apr-25	595	3.8	2,261.00	Meeting w/ EY Indirect tax re: CRA claim; call w/ ATM Cash Systems re: claim; review of claims received; review of policies re: IT servicing agreement; operational matters.
Josh Heagy	4-Apr-25	595	6.2	3,689.00	Matters w/ CCC ads and posters; correspondence and calls w/ Blakes re: [REDACTED]; correspondence w/ Management re: same; review of Cease and Desist letter; matters re: RFP process of Camrose pool; operational matters.
Josh Heagy	7-Apr-25	595	7.2	4,284.00	Meeting w/ H. Ismail re: claims process; call w/ Avison Young re: Phase 2 SISP; meeting w/ P. Chisholm re: update various matters; weekly update call w/ R. Lokhande; call w/ ATM Cash Systems re: claim; various operational matters.
Josh Heagy	8-Apr-25	595	5.4	3,213.00	Meeting w/ Capital City re: transition; meeting w/ P. Chisholm re: Copper Coulee Matters; emails w/ AGLC re: Copper Coulee sale; review of letters from Blakes re: [REDACTED]; operational matters.
Josh Heagy	9-Apr-25	595	4.3	2,558.50	Review of claims and analysis on ATM cash systems claim; correspondence w/ AY re: sales process; update to website documents; operational matters.
Josh Heagy	10-Apr-25	595	3.9	2,320.50	Casino transition matters; review of letter received from A. Stark counsel; email to Blakes re: [REDACTED]; vetting of claims; operational matters.
Josh Heagy	11-Apr-25	595	5.3	3,153.50	Call w/ Blakes re: [REDACTED]; emails re: data room materials; emails to insurance broker; operational matters.
Josh Heagy Total			133.9	79,670.50	
Matt McCulloch	13-Mar-25	795	0.1	79.50	To review, approve and sign November, 2024 bank rec(s)
Matt McCulloch	8-Apr-25	795	0.1	79.50	To review, approve and sign December, 2024 bank rec(s)
Matt McCulloch Total			0.2	159.00	
Paul Lim	24-Feb-25	395	0.5	197.50	reviewing December GST amounts owed and revisions; emails with Rogers re. MHL wifi account
Paul Lim	7-Mar-25	395	1.0	395.00	Call with CRA re. upcoming trust examination; call with Josh re. CRA matters and Eastlink/Telus matters; call with Hany re. Telus and Eastlink.
Paul Lim	10-Mar-25	395	3.8	1,501.00	Call with Raj re. Eastlink/Telus/shared costs between Camrose casino and Camrose hotel; meeting with Josh, Hazem and Raj re. weekly update and transition related matters; emails with Rochelle re. Casino specific GST; emails with Rochelle and Rose re. obtaining a list of shared hotel and casino costs; call with Hazem re. casino vendor list and work in progress; call with CRA re. trust exam - clarification that it will only be on source deductions
Paul Lim	11-Mar-25	395	1.8	711.00	Call with Telus re. adjustments and details related to the contract.
Paul Lim	12-Mar-25	395	3.3	1,303.50	Call with Rose, Rochelle and Raj re. Camrose Casino expenses; Call with Rochelle re. hotel/casino expenses file; review of files from Rochelle and follow up emails sent; Meeting with T. Brooks (Tax) re. CRC GST
Paul Lim	13-Mar-25	395	4.0	1,580.00	Call with Raj re. Shared services split; emails with Wyatt, Raj, Rochelle, etc. re. shared services support; updates made to shared services workbook; call with Rose re. trust exam; call with CRA
Paul Lim	14-Mar-25	395	2.0	790.00	Discussion with Josh re. shared services; revisions to shared services workbook; call with Hany re. xerox and hotel's utilization;
Paul Lim	17-Mar-25	395	1.8	711.00	emails and calls with Wyatt re. RCAP lease and proration method; finalizing CCC shared cost workbook;

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Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Paul Lim	18-Mar-25	395	0.3	118.50	Internal meeting
Paul Lim	21-Mar-25	395	0.6	237.00	Emails with Rochelle and Hazem re. Record Xpress and sending creditors package; call with Wyatt re. Record Xpress and obtaining contract; emails with Rose re. CRA trust examination material; paying GST/TL for CRC and MHL
Paul Lim	25-Mar-25	395	0.5	197.50	Email to Rose, Raj and Rochelle re. new RT/RP CRA accounts for Camrose Hotel;
Paul Lim	27-Mar-25	395	1.5	592.50	Review of CRA trust exam documents compiled by Rose; Calls/emails with Rose re. comments on CRA documents compiled;
Paul Lim	31-Mar-25	395	1.0	395.00	Email with Rose and AP re. expense notifications and compilation of support for the trust exam.
Paul Lim	1-Apr-25	395	1.2	474.00	emails with R. Blazevic re. RCAP monthly payments and references to CFF; emails/calls with R. Blazevic re. finalizing outstanding CRA trust exam support
Paul Lim	2-Apr-25	395	3.5	1,382.50	payroll trust exam with CRA
Paul Lim	3-Apr-25	395	1.5	592.50	Meeting with tax team re. CRA CCC claim; emails with Rose, Raj, and Rochelle re. information needed for the tax team.
Paul Lim	7-Apr-25	395	0.3	118.50	Review of email from H. Assal re. Xerox invoice and forwarding email to J. Day; follow up with Rose, Rochelle, and Raj re. tax team initial request.
Paul Lim	8-Apr-25	395	1.7	671.50	Call with PUSH re. account set up; Call with Rose re. PUSH account set up; setting up the account prior to onboarding call on Thursday; sending CRA confirmation letter for new CRC RP and RT accounts to Rose/Rochelle; emails with Rose re. CRA matters
Paul Lim	9-Apr-25	395	1.2	474.00	Email Correspondence with Tax Team re. tax matters and compilation of preliminary requested documents to share; Emails with PUSH re. account set up
Paul Lim	10-Apr-25	395	0.7	276.50	PUSH Onboarding call; emails with Rose re. PUSH matters
Paul Lim Total			32.2	12,719.00	
Peter Chisholm	6-Mar-25	795	0.4	318.00	Debrief call with Blakes [REDACTED]
Peter Chisholm	7-Mar-25	795	0.5	397.50	Meeting with Capital City re. Camrose Casino closing matters
Peter Chisholm	10-Mar-25	795	0.5	397.50	Call with Avison Young re. sales process update and direction
Peter Chisholm	17-Mar-25	795	0.3	238.50	[REDACTED]
Peter Chisholm	18-Mar-25	795	1.4	1,113.00	Review of cash balances, SISP update call with AY, meeting with J. Heagy, P. Lim and H. Ismail, EY, re. Camrose casino closing and other matters
Peter Chisholm	19-Mar-25	795	1.5	1,192.50	Call with Blakes re. [REDACTED], call with Duncan Craig, J. Pechet, H. Pechet and Blakes re. ATM claim, insurance claim and stage west
Peter Chisholm	25-Mar-25	795	2.4	1,908.00	Meeting with J. Heagy, EY, re. [REDACTED] attending monthly copper coulee update, SISP update meeting with AY and call with N. Roper re. insurance claims
Peter Chisholm	26-Mar-25	795	0.7	556.50	Meeting with J. Heagy, EY, [REDACTED]
Peter Chisholm	27-Mar-25	795	0.4	318.00	Call with M. Ashraf, ATB, and J. Cheung, ATB, [REDACTED]
Peter Chisholm	31-Mar-25	795	0.2	159.00	E-mail to C. Hildebrand, Blakes, re. [REDACTED]
Peter Chisholm	1-Apr-25	795	1.3	1,033.50	E-mail to J. Heagy, EY, re. listing of credit card expenses for Mayfield and review of Camrose Casino closing documents, call with AY re. review of bids received and next steps
Peter Chisholm	2-Apr-25	795	1.3	1,033.50	Call with Blakes re. [REDACTED], call with J. Heagy, EY, re. ATM claim and other matters
Peter Chisholm	7-Apr-25	795	1.8	1,431.00	Call with AY re. next steps on sales process, meeting with J. Heagy, EY, re. Camrose casino and call with ATM, counsel to ATM and Blakes re. PoC
Peter Chisholm	10-Apr-25	795	0.2	159.00	E-mail to AY re. sales contact
Peter Chisholm	11-Apr-25	795	1.0	795.00	Call with Blakes re. [REDACTED] and e-mail to J. Heagy, EY, re. data room documents
Peter Chisholm Total			13.9	11,050.50	
Grand Total			270.8	142,778.50	

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Mayfield Investments Ltd

Expense Details

Account	Date	Amount	Description
Day Group Inc	1-Mar-25	455.68	Comp-CS Contrctr
Day Group Inc Total		455.68	
Hazem Ismail	10-Feb-25	411.43	Transportation- Mileage
Hazem Ismail	10-Feb-25	339.05	Hotel
Hazem Ismail	10-Feb-25	138.40	Meals - Partially Tax Deductible
Hazem Ismail Total		888.88	
Josh Heagy	18-Mar-25	1,359.02	GardaWorld Invoice - Feb 2025
Josh Heagy	18-Mar-25	137.15	RecordExpress - Feb. 2025
Josh Heagy	27-Mar-25	488.65	Lightspeed - March 2025
Josh Heagy Total		1,984.82	
Peter Chisholm	15-Dec-24	1,853.45	Subscription for Mayfield Investments
Peter Chisholm	12-Jan-25	170.48	Subscription for Mayfield Investments
Peter Chisholm	15-Jan-25	2,029.45	Subscription for Mayfield Investments
Peter Chisholm	1-Feb-25	1,289.82	Subscription for Mayfield Investments
Peter Chisholm	12-Feb-25	173.51	Subscription for Mayfield Investments
Peter Chisholm Total		5,516.71	
Recharges - Creative Dsgn Svcs	7-Mar-25	64.64	Recharges - Creative Dsgn Svcs
Recharges - Creative Dsgn Svcs	14-Mar-25	161.99	Recharges - Creative Dsgn Svcs
Recharges - Creative Dsgn Svcs Total		226.63	
Grand Total		9,072.72	



Ernst & Young Inc.
Calgary, AB

Invoice

Mayfield Investments Ltd
10010 106 St NW Suite 1005
Edmonton, AB T5J 3L8
Canada

Invoice No.: CA12C500012253
Please include this number with payment

Invoice Date: June 16, 2025
Due Date: Upon receipt
Client No.: 0013325588
Engagement No.: E-68635376

Please see last page of the invoice for
payment instructions.

For professional services rendered in relation to Project Play Receivership up to May 22, 2025.

	Net	Tax	Rate	Tax Amount	<u>CAD</u> Total
EY Fees	113,423.00				
Courtesy Discount	-17,013.45				
Fee	96,409.55	GST	5 %	4,820.48	101,230.03
Expenses	9,390.60	GST	5 %	469.53	9,860.13
	105,800.15			5,290.01	111,090.16
Invoice summary	105,800.15				
Tax:	5% GST			5,290.01	
Total:	105,800.15			5,290.01	111,090.16

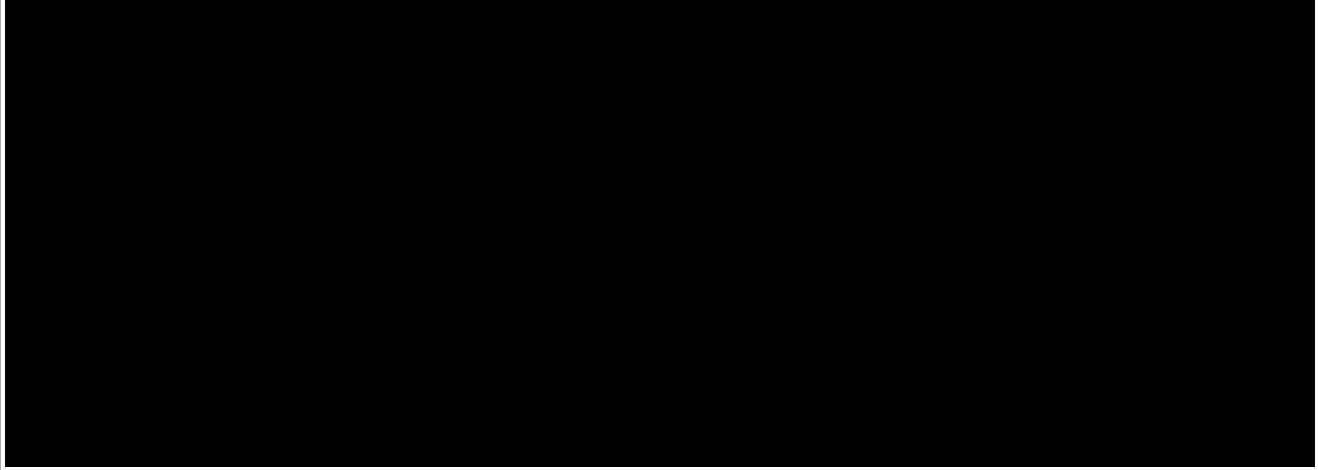
A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498



Ernst & Young Inc.
Calgary, AB

Payment Options and Instructions



Mayfield Investments Ltd
up to May 22, 2025

Individual	Hours	Rate	Total
Peter Chisholm	18.8	\$ 795.00	\$ 14,946.00
Matt McCulloch	0.1	\$ 795.00	\$ 79.50
Josh Heagy	122.4	\$ 595.00	\$ 72,828.00
Hazem Ismail	14.3	\$ 475.00	\$ 6,792.50
Jordan Day	21.5	\$ 400.00	\$ 8,600.00
Paul Lim	23.3	\$ 395.00	\$ 9,203.50
Jessica Murray	2.7	\$ 295.00	\$ 796.50
Trina Sorbara	0.6	\$ 295.00	\$ 177.00
	203.7		\$ 113,423.00
Courtesy Discount			-\$ 17,013.45
Subtotal			\$ 96,409.55
GST (5%)	5%		\$ 4,820.48
Total Fees			\$ 101,230.03

Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Hazem Ismail	14-Apr-25	475	1.0	475.00	Addressing the emails relating to site visits. Emails to vendors re: pre-receivership invoices.
Hazem Ismail	15-Apr-25	475	0.9	427.50	Call with James Robertson regarding SISP. Addressing emails.
Hazem Ismail	16-Apr-25	475	2.2	1,045.00	Drafting response to AHLA with the help of Raj regarding information request. Meeting with Raj. Meeting with Josh regarding claims process.
Hazem Ismail	21-Apr-25	475	0.5	237.50	Addressing emails received
Hazem Ismail	22-Apr-25	475	1.9	902.50	Addressing emails and invoices received. Cleaning up the letters of allowance/revision/and disallowance, including the workbook.
Hazem Ismail	23-Apr-25	475	0.5	237.50	Call with Raj L. re weekly status update.
Hazem Ismail	24-Apr-25	475	1.0	475.00	Managers meeting
Hazem Ismail	28-Apr-25	475	0.5	237.50	Addressing emails received. Discussion with Josh H. regarding completed maintenance at MHL location. Email send re. the same.
Hazem Ismail	1-May-25	475	1.3	617.50	Attending the MHL managers meeting.
Hazem Ismail	5-May-25	475	0.8	380.00	Addressing emails received over the weekend, facilitation of the utilities invoice. Addressing Expedia invoices received.
Hazem Ismail	13-May-25	475	0.7	332.50	Addressing emails received over the prior week. Reaching out to WCB to facilitate the adjustment of the monthly earnings.
Hazem Ismail	15-May-25	475	1.2	570.00	MHL Managers Meeting.
Hazem Ismail	22-May-25	475	1.8	855.00	Facilitation of invoices received. Attendance of the MHL Managers Meeting
Hazem Ismail Total			14.3	6,792.50	
Jessica Murray	14-Apr-25	295	0.3	88.50	Arrange for payment of Day Group invoice by Canada AP.
Jessica Murray	15-Apr-25	295	0.4	118.00	Upload Day Group invoice for payment by AP Canada.
Jessica Murray	22-Apr-25	295	2.0	590.00	March timesheets
Jessica Murray Total			2.7	796.50	
Jordan Day	1-Apr-25	400	8.0	3,200.00	Attended premises. Oversaw cash count. Meetings with Casino staff and Capital City Casino team. Dealt with email messages.
Jordan Day	2-Apr-25	400	0.5	200.00	Dealt with file related email messages. Discussion with Tony regarding ATM machines at Camrose Casino.
Jordan Day	3-Apr-25	400	3.3	1,300.00	Attended premises. Meeting with RJC. Meeting with potential contractors. Meeting with Greg (maintenance). Dealt with file related email messages.
Jordan Day	4-Apr-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	8-Apr-25	400	0.8	300.00	Dealt with file related email messages. Transition meeting with Capital City. Discussion with RJC regarding contractor bids and request for extension.
Jordan Day	9-Apr-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	10-Apr-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	11-Apr-25	400	0.3	100.00	Dealt with file related email messages
Jordan Day	14-Apr-25	400	1.3	500.00	Dealt with file related email messages. Call with RJC regarding site visit. Reviewed statement of adjustments on sale of casino and provided response to same.
Jordan Day	15-Apr-25	400	3.8	1,500.00	Attended premises. Met with Hany. Showed hotel property to potential purchasers. Dealt with file related email messages. Forwarded to Paul Xerox related email messages.
Jordan Day	16-Apr-25	400	2.0	800.00	Attended premises. Met with with George to view pool area for quote purposes. Meeting with Hany. Dealt with file related email messages.
Jordan Day	17-Apr-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	22-Apr-25	400	0.3	100.00	dealt with file related email messages.
Jordan Day	24-Apr-25	400	0.3	100.00	dealt with file related email messages.
Jordan Day	30-Apr-25	400	0.3	100.00	dealt with file related email messages.
Jessica Murray Total			21.5	8,600.00	
Josh Heagy	14-Apr-25	595	4.3	2,558.50	Emails w/ Blakes re: [REDACTED]; closing adjustment schedule for Capital City; discussion w/ P. Lim re: Xerox and DLL; review of CFF; operational matters.
Josh Heagy	15-Apr-25	595	4.7	2,796.50	Reconciliation of professional fees; invoicing; [REDACTED] correspondence w/ Avison Young re: SISP; closing adjustment for Capital City transaction; operational matters.

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Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Josh Heagy	16-Apr-25	595	4.6	2,737.00	Call w/ R. Lokhande weekly update; correspondence w/ ATB re: banking matters; call w/ Nichols re: Phase 1; [REDACTED] review of claims and meeting w/ H. Ismail re: same; various operational matters.
Josh Heagy	17-Apr-25	595	3.4	2,023.00	Meeting w/ EY Tax re: claims; review of documents to be added to data room; correspondence w/ RJC re: contractor bids; emails w/ Nichols re: Phase 2 ESA; various operational items.
Josh Heagy	21-Apr-25	595	2.4	1,428.00	Cash flow review and forecast; emails w/ RJC re: bids for contractor; various operational activities.
Josh Heagy	22-Apr-25	595	2.4	1,428.00	[REDACTED] operational activities.
Josh Heagy	23-Apr-25	595	1.8	1,071.00	[REDACTED] weekly update call w/ R. Lokhande; various operational matters.
Josh Heagy	24-Apr-25	595	3.7	2,201.50	Meeting w/ P. Chisholm re: various matters; meeting w/ VC3 re: Camrose Casino IT; weekly update meeting w/ R. Lokhande.
Josh Heagy	25-Apr-25	595	3.4	2,023.00	Calls w/ Blakes re: [REDACTED]; correspondence w/ AY re: SISP; drafting of the 5th report; various operational activities.
Josh Heagy	28-Apr-25	595	3.9	2,320.50	Call w/ AY re: SISP; [REDACTED] correspondence w/ Blakes re: [REDACTED] drafting fifth report; various operational matters.
Josh Heagy	29-Apr-25	595	7.4	4,403.00	Call w/ A. Stark re: lease dispute; follow up call w/ Blakes re: [REDACTED]; weekly update call w/ R. Lokhande; drafting of Fifth Report of Receiver; meeting w/ P. Lim re: Capital City invoicing; operational matters.
Josh Heagy	30-Apr-25	595	3.2	1,904.00	Drafting fifth report; various operational matters.
Josh Heagy	1-May-25	595	8.3	4,938.50	Drafting of Fifth report; calls w/Blakes re: [REDACTED]; operational matters.
Josh Heagy	2-May-25	595	5.8	3,451.00	Drafting confidential supplement to fifth report; emails w/ Blakes re: [REDACTED]; [REDACTED] call w/ interested party in Chalmers and 777; operational activities.
Josh Heagy	3-May-25	595	2.7	1,606.50	Meeting w/ EY tax re: CRA Claim; various operational matters.
Josh Heagy	4-May-25	595	2.9	1,725.50	Drafting 5th report and supplement; review of letters from counsel; various operational matters.
Josh Heagy	5-May-25	595	5.4	3,213.00	Finalization of 5th report and supplement; correspondence w/ Blakes re: [REDACTED]; review and comments on letter from A. Stark's counsel; various operational matters.
Josh Heagy	6-May-25	595	3.4	2,023.00	Call w/ R. Lokhande and R. Blazevic re: accounting treatment for casino sale; review of cash flows; operational matters.
Josh Heagy	7-May-25	595	4.2	2,499.00	Correspondence w/ Blakes re: [REDACTED]; review of draft NDA; review of draft PSA; comments re: NDA and PSA; Operational matters.
Josh Heagy	8-May-25	595	4.8	2,856.00	Correspondence w/ AY re: PSA and responses to questions; review of revised NDA; review of counsel correspondence re: [REDACTED] review of materials filed by A. Stark; emails to MHL management re: application materials; operational matters.
Josh Heagy	9-May-25	595	8.3	4,938.50	Call w/ Blakes re: [REDACTED]; drafting of fifth supplemental report; call w/ AY re: application; call w/ Blakes re: [REDACTED]
Josh Heagy	10-May-25	595	4.4	2,618.00	Drafting Fifth Report Supplement; [REDACTED] various correspondence with Blakes.
Josh Heagy	12-May-25	595	6.4	3,808.00	Finalization of Supplement to the Fifth Report; calls w/ counsel re: [REDACTED]; calls with ATB, Blakes, MT re: application; calls with managers; emails with AY re: court hearing; operational matter.
Josh Heagy	13-May-25	595	1.9	1,130.50	Review of A. Stark and J. Morris interrogatories and responses to counsel re: same; operational matters.
Josh Heagy	14-May-25	595	3.2	1,904.00	Meeting w/ EY Tax re: CRA claim; meeting w/ P. Lim re: same; correspondence w/ stakeholders; operational matters.
Josh Heagy	15-May-25	595	3.7	2,201.50	Review of Stark affidavit; draft letter for Roper; calls w/ AY re: Stark affidavit and other SISP items; responses to Blakes re: [REDACTED]; various operational matters.
Josh Heagy	16-May-25	595	3.9	2,320.50	Attendance to questioning of A. Stark and J. Morris; call w/ AY re: SISP
Josh Heagy	20-May-25	595	3.9	2,320.50	Attendance to J. Pechet questioning; review of undertaking documents from A. Stark and J. Morris; responses to counsel re: same; operational activities.
Josh Heagy	21-May-25	595	4.0	2,380.00	Attendance to court; review of undertaking materials from questioning; operational matters.

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Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Josh Heagy Total			122.4	72,828.00	
Matt McCulloch	8-May-25	795	0.1	79.50	To review, approve and sign bank rec(s)
Matt McCulloch Total			0.1	79.50	
Paul Lim	14-Apr-25	395	2.2	869.00	Calls and Emails with H. Assal re. Xerox leased equipment and DLL lease; Call with R. Lokhande re. Capital city leased space and DLL contracts; Emails with R. Torio re. Xerox and DLL invoices; review of 2023/2024 Xerox invoices and emails to H. Assal, R. Torio and R. Lokhande re. results of review
Paul Lim	15-Apr-25	395	3.0	1,185.00	Attending monthly CRC manager call; calls with R. Lokhande re. Xerox machines and DLL; calls with H. Assal re. same; review of xerox/DLL contracts and invoices; emails to J. Scherer re. xerox machines at MHL
Paul Lim	16-Apr-25	395	1.9	750.50	Follow up call with R. Lokhande re. xerox and search for alternative printers; Call with H. Assal re. alternative printers; review of options for Camrose Hotel printer; Emails to xerox re. confirmation of ownership of CRC copiers and printers.
Paul Lim	21-Apr-25	395	0.5	197.50	Emails with Rose re. Push, Emails with Rochelle re. March GST and TL
Paul Lim	22-Apr-25	395	0.8	316.00	Emails with R. Blazevic re. T4s and PUSH; March GST remittance and emails with R. Torio re. same.
Paul Lim	28-Apr-25	395	2.4	948.00	Finalizing shared cost master spreadsheet; meeting with Raj, Rose and Rochelle re. review of the shared cost worksheet; tax matters with EY tax and Rose
Paul Lim	29-Apr-25	395	3.0	1,185.00	Finalizing shared cost master spreadsheet; Internal meeting with J. Heagy re. final version; call with R. Torio re. same and walkthrough of master spreadsheet; email to J. Lord and M. Mosorocean re. incoming May invoice and method of monthly invoicing (three invoices); Review and approval of May rent invoice;
Paul Lim	5-May-25	395	2.5	987.50	Review of shared meals invoice to Capital City; Meeting with C. Robbins, R. Lockhande, and R. Blazevic re. casino employee meals invoice to capital city; Emails to these individuals re. same;
Paul Lim	13-May-25	395	0.5	197.50	Internal call with tax team re. CRA GST
Paul Lim	20-May-25	395	2.0	790.00	CRA NOA invoice compilation and review for EY tax team.
Paul Lim	21-May-25	395	1.0	395.00	Continued CRA NOA invoice compilation and review for EY Tax team.
Paul Lim	22-May-25	395	3.5	1,382.50	Finalization of CRA NOA list of invoices and email to J. Leahy.; Calls and emails with City of Camrose re. R. Torio's request for e-billing; Calls with R. Torio re. her request to City of Camrose (Utilities) for e-billing and clarification; review of April Shared Cost invoice to Capital City and email/calls with R. Torio re. same.
Paul Lim Total			23.3	9,203.50	
Peter Chisholm	15-Apr-25	795	0.4	318.00	Review/approval of expenditures, [REDACTED]
Peter Chisholm	17-Apr-25	795	0.3	238.50	E-mail to/from K. Bourassa, Blakes, re. [REDACTED]
Peter Chisholm	21-Apr-25	795	0.2	159.00	E-mail to MHL GM re. lightspeed invoices
Peter Chisholm	24-Apr-25	795	0.8	636.00	[REDACTED] review of pool repair quote, meeting with J. Heagy, EY, re. sales process and various other matters
Peter Chisholm	25-Apr-25	795	1.0	795.00	Call with Blakes re. [REDACTED]
Peter Chisholm	28-Apr-25	795	0.5	397.50	Call with AY re. sales process
Peter Chisholm	29-Apr-25	795	0.4	318.00	Call with A. Stark and counsel re. lease dispute
Peter Chisholm	1-May-25	795	1.5	1,192.50	Review of the Fifth Report of the Receiver and call with Blakes re. [REDACTED]
Peter Chisholm	2-May-25	795	0.8	636.00	Review of the supplement to the 5th Report, call with J. Heagy and prospective purchaser of Stage West
Peter Chisholm	3-May-25	795	0.7	556.50	Review of the 5th Report of the Receiver and confidential supplement and call with J. Heagy, EY, re. application
Peter Chisholm	4-May-25	795	0.8	636.00	Review of court application materials, call with Blakes and J. Heagy, EY, re. [REDACTED]
Peter Chisholm	5-May-25	795	0.5	397.50	Review of bench brief, [REDACTED]
Peter Chisholm	6-May-25	795	0.4	318.00	Review/approval of expenditures, discussion with J. Heagy, EY, re. Camrose Casino LP account

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Mayfield Investments Ltd

Time Details

Person	Date	Rate	Hours	Fee	Description
Peter Chisholm	7-May-25	795	0.5	397.50	Review of correspondence to AGLC re. relocation application, review of correspondence to Albert Stark's counsel, review of e-mail to Blakes re. [REDACTED]
Peter Chisholm	8-May-25	795	0.4	318.00	Review of A. Stark responding materials and e-mails to Blakes and J. Heagy, EY, re. [REDACTED]
Peter Chisholm	9-May-25	795	1.3	1,033.50	Call with Blakes re. [REDACTED], review of APA and PSA, meeting with J. Heagy, EY, re. application and other matters, call with Blakes re. [REDACTED]
Peter Chisholm	10-May-25	795	1.2	954.00	Review/amending supplement and [REDACTED]
Peter Chisholm	12-May-25	795	2.5	1,987.50	Review of comments from Blakes on supplement, discussion with J. Heagy, EY, re. amending supplement and PSA, call with K. Bourassa, Blakes, re. [REDACTED], review/amending supplement, analyzing MHL sales scenarios, calls with A. Corbett, ATB
Peter Chisholm	15-May-25	795	0.5	397.50	Review of Stark Affidavit, call with J. Heagy, EY, re. BCA and Enviro Assessment
Peter Chisholm	21-May-25	795	3.2	2,544.00	E-mail to Kelly Bourassa, Blakes, re. [REDACTED], attendance at court application
Peter Chisholm	22-May-25	795	0.9	715.50	E-mail to Avison Young re. lease renewal and other matters, e-mail to Blakes re. [REDACTED], call with Blakes re. [REDACTED]
Peter Chisholm Total			18.8	14,946.00	
Trina Sorbara	30-Apr-25	295	0.2	59.00	corporate search
Trina Sorbara	5-May-25	295	0.2	59.00	corporate searches
Trina Sorbara	13-May-25	295	0.2	59.00	corporate search
Trina Sorbara Total			0.6	177.00	
Grand Total			203.7	113,423.00	

Mayfield Investments Ltd

Expense Details

Account	Date	Amount	Description
2341018 Ontario Inc	7-Mar-25	250.00	to Newspaper Advertising for claims process
2341018 Ontario Inc Total		250.00	
Comp-CS Contrctr	1-Mar-25	455.68	Travel and expenses of contractor
Comp-CS Contrctr Total		455.68	
Day Group Inc	1-Apr-25	683.52	Travel and expenses of contractor
Day Group Inc Total		683.52	
EssenceMediacom Canada ULC	4-Apr-25	1,644.43	Newspaper Advertising for SISP and claims process
EssenceMediacom Canada ULC Total		1,644.43	
Josh Heagy	12-Apr-25	189.81	Operating costs for Receivership Lightspeed - Inv. 103596
Josh Heagy	16-Apr-25	1,846.25	Operating costs for Receivership Jonas Chorum - CCR2007189
Josh Heagy	1-May-25	1,186.14	Operating costs for Receivership Jonas Chorum - SUP031917
Josh Heagy	12-May-25	189.81	Lightspeed Invoice Receivership operating costs
Josh Heagy Total		3,412.01	
Peter Chisholm	15-Feb-25	1,436.91	Jonas Chorum subscription for Mayfield
Peter Chisholm	12-Mar-25	173.51	Subscription for Mayfield
Peter Chisholm	31-Mar-25	51.40	Car rental - Mayfield engagement
Peter Chisholm	1-Apr-25	1,283.14	Subscription for Mayfield
Peter Chisholm Total		2,944.96	
Grand Total		9,390.60	



Ernst & Young Inc.
Calgary, AB

Invoice

Mayfield Investments Ltd
10010 106 St NW Suite 1005
Edmonton, AB T5J 3L8
Canada

Invoice No.: CA12C500012345
Please include this number with payment

Invoice Date: June 27, 2025
Due Date: Upon receipt
Client No.: 0013325588
Engagement No.: E-68635376

Please see last page of the invoice for
payment instructions.

For professional services rendered in relation to Project Play Receivership up to June 15, 2025.

	Net	Tax	Rate	Tax Amount	<u>CAD</u> Total
EY Fees	34,792.50				
Courtesy Discount	-5,218.87				
Fee	29,573.63	GST	5 %	1,478.68	31,052.31
Expenses	8,956.97	GST	5 %	447.85	9,404.82
	38,530.60			1,926.53	40,457.13
Invoice summary	38,530.60				
Tax:	5% GST			1,926.53	
Total:	38,530.60			1,926.53	40,457.13

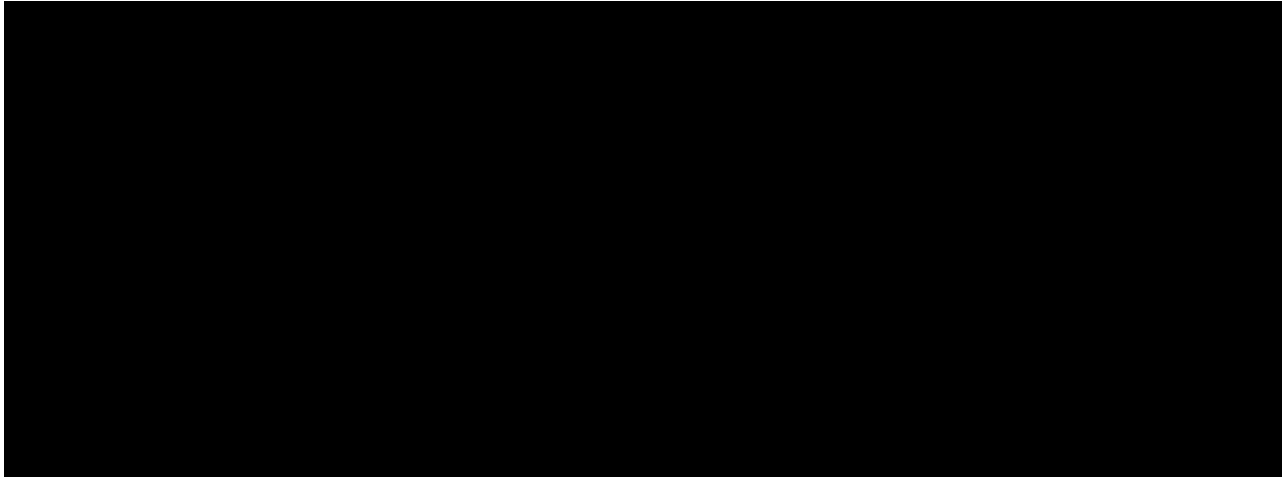
A member of Ernst & Young Global

Terms: Payment due upon receipt. Interest is charged at the rate of 12 % per annum on balances unpaid after 30 days from date of invoice. Any disbursements not charged to your account on the date of this invoice will be billed later.
GST/HST: R123425522 QST: 1006354498



Ernst & Young Inc.
Calgary, AB

Payment Options and Instructions



Mayfiled Investments Ltd
up to June 15, 2025

Individual	Hours	Rate	Amount
David Livingstone Ford	1.0	\$ 595.00	\$ 595.00
Donna Tuck	4.0	\$ 295.00	\$ 1,180.00
Hazem Ismail	4.4	\$ 475.00	\$ 2,090.00
Jaz Thiara	5.0	\$ 395.00	\$ 1,975.00
Jordan Day	7.8	\$ 400.00	\$ 3,100.00
Peter Chisholm	3.6	\$ 795.00	\$ 2,862.00
Josh Heagy	32.1	\$ 595.00	\$ 19,099.50
Matt McCulloch	0.1	\$ 795.00	\$ 79.50
Paul Lim	9.5	\$ 395.00	\$ 3,752.50
Trina Sorbara	0.2	\$ 295.00	\$ 59.00
	67.7		\$ 34,792.50
Courtesy Discount			\$ (5,218.87)
Expense			\$ 8,956.97
Subtotal			\$ 38,530.60
GST (5%)			\$ 1,926.53
Total			\$ 40,457.13

EY

Mayfield Investments Ltd_Project Play Receivership (E-68676067)

WIP Time Details

Person	Date	Rate	Hours	Fee	Description
David Livingstone Ford	2-Jun-25	595	0.3	178.50	Review of industrial property value estimate (stage west dinner theatre)
David Livingstone Ford	5-Jun-25	595	0.7	416.50	Review of property valuation estimate
David Livingstone Ford Total			1.0	595.00	
Donna Tuck	27-May-25	295	3.0	885.00	Bank reconciliation and issuance of receipts and payments to update April amounts
Donna Tuck	3-Jun-25	295	0.5	147.50	General processing, office inquiries and correspondence.
Donna Tuck	12-Jun-25	295	0.5	147.50	Preparing accounting documents for processing. Process documents for issuance of cheque(s) for payment.
Donna Tuck Total			4.0	1,180.00	
Hazem Ismail	26-May-25	475	1.0	475.00	addressing emails received.
Hazem Ismail	27-May-25	475	0.5	237.50	Working with Kira, WCB, and Rose B., Mayfield, to amend the WCB premiums.
Hazem Ismail	28-May-25	475	0.6	285.00	Addressing physical mail received, and emails.
Hazem Ismail	29-May-25	475	0.4	190.00	Uploading documents to the Document Center. Dealing with WCB regarding updating the estimated earnings for 2025.
Hazem Ismail	12-Jun-25	475	1.9	902.50	Addressing mail received, working with the MHL team on Utilities matter, MHL managers Meeting.
Hazem Ismail Total			4.4	2,090.00	
Jaz Thiara	5-Jun-25	395	4.0	1,580.00	Industrial property value estimate (stage west dinner theatre)
Jaz Thiara	9-Jun-25	395	1.0	395.00	Preparing valuation estimate
Jaz Thiara Total			5.0	1,975.00	
Jordan Day	6-May-25	400	0.3	100.00	Dealt with file related email messages
Jordan Day	12-May-25	400	0.3	100.00	Call with David Pechet. Dealt with file related email messages.
Jordan Day	13-May-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	21-May-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	22-May-25	400	0.3	100.00	Dealt with file related email messages. Discussion with Kimberly at the City of Camrose regarding utility bills.
Jordan Day	28-May-25	400	1.0	400.00	Dealt with file related email messages. Telephone discussion with Hany.
Jordan Day	30-May-25	400	4.5	1,800.00	Attended premises. Met with Barb, Shaun, John and Hany. Dealt with file related email messages.
Jordan Day	6-Jun-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	9-Jun-25	400	0.3	100.00	Dealt with file related email messages.
Jordan Day	13-Jun-25	400	0.5	200.00	Dealt with file related email messages. Discussion with RJC. Coordinated site visit for contractor.
Jordan Day Total			7.8	3,100.00	
Josh Heagy	26-May-25	595	3.2	1,904.00	Attendance to court re: decision; weekly call w/ R. Lokhande; various operational matters.
Josh Heagy	27-May-25	595	3.4	2,023.00	Review of Phase 2 ESA; emails to AY re: same; review of VC3 quote for IT services; various operational matters.
Josh Heagy	28-May-25	595	3.6	2,142.00	Call w/ AY re: SISP; [REDACTED] invoicing; emails to counsel re: [REDACTED]; various operational matters.
Josh Heagy	29-May-25	595	3.7	2,201.50	Completing data requests for SISP bidders; review of insurance analysis; various operational matters.
Josh Heagy	30-May-25	595	1.2	714.00	Correspondence w/ AY re: SISP; various operational matters.
Josh Heagy	2-Jun-25	595	5.5	3,272.50	Call w/ Blakes re: NORDs and correspondence from A. Stark; call and emails w/ Avison Young re: SISP; weekly update call w/ R. Lokhande; review of IT infrastructure quote; various operational matters.
Josh Heagy	3-Jun-25	595	3.8	2,261.00	Call w/ W. Young re: IT contract; meeting w/ EY tax re: CRA claim; various operational activities.
Josh Heagy	4-Jun-25	595	2.3	1,368.50	Responses to SISP bidder questions; various operational matters.
Josh Heagy	5-Jun-25	595	3.2	1,904.00	Responses to questions of SISP bidders; correspondence w/ counsel re: [REDACTED]; operational matters.
Josh Heagy	6-Jun-25	595	2.2	1,309.00	Attendance to court application; review of letter from counsel; various operational activities.
Josh Heagy Total			32.1	19,099.50	
Matt McCulloch	30-May-25	795	0.1	79.50	To review, approve and sign January, 2025 bank rec(s)
Matt McCulloch Total			0.1	79.50	
Paul Lim	26-May-25	395	0.1	39.50	Emails with R. Blazevic and R. Torio re. CRA access number;
Paul Lim	27-May-25	395	0.7	276.50	Email to R. Torio and R. Blazevic re. new CRC GST access code;
Paul Lim	28-May-25	395	0.2	79.00	Emails with R. Torio and R. Blazevic re. invoicing Capital City
Paul Lim	29-May-25	395	2.3	908.50	Emails and calls with R. Torio and R. Blazevic re. hotel vs casino CRC ITC claims per 245/246 notice; review of invoice listing workbook prepared by R. Torio; Call with R. Torio and R. Lokhande re. Servicemaster expenses related to hotel or casino (CRC);
Paul Lim	30-May-25	395	1.0	395.00	Emails and calls with EY Tax Team re. CRA claim dispute; email with R. Torio and J. Scherer re. MHL invoices;
Paul Lim	2-Jun-25	395	1.8	711.00	Meeting with tax team re. CRA claim dispute; calls and emails with R. Torio re. past four years of hotel vs casino ITCs;
Paul Lim	3-Jun-25	395	1.7	671.50	Meeting with R. Blazevic re. CERS; emails to tax team re. responses to CERS questions and prior ITC classifications between casino and hotel
Paul Lim	11-Jun-25	395	1.0	395.00	Emails and calls with H. Assal and R. Lokhande re. J. Lord's email stating adjustments to April shared cost expenses; Review of J. Lord's recommended adjustments; Emails to J. Leahy re. CRA matters

Person	Date	Rate	Hours	Fee	Description
Paul Lim	12-Jun-25	395	0.7	276.50	Emails with R. Torio, R. Blazevic and R. Lokhande re. issuing credit memo to Capital City re. adjustments required to April shared cost; review of credit memo and adjustments suggested by R. Torio.
Paul Lim Total			9.5	3,752.50	
Peter Chisholm	26-May-25	795	1.4	1,113.00	E-mail to K. Bourassa, Blakes, re. [REDACTED], [REDACTED] court attendance virtually re. decision, e-mails to ATB and AY re. extension to Phase II Bid Deadline
Peter Chisholm	28-May-25	795	0.8	636.00	Call with Avison Young re. sales process matters
Peter Chisholm	2-Jun-25	795	0.5	397.50	Review of e-mail from A. Stark to potential bidder and discussion with J. Heagy, EY, re. same, call with J. Robertson, AY, re. sales process
Peter Chisholm	3-Jun-25	795	0.3	238.50	Review of bidder communication protocol and discussion with J. Heagy, EY, re. IT systems at Camrose
Peter Chisholm	5-Jun-25	795	0.2	159.00	Call with J. Heagy, EY, re. sales process matters
Peter Chisholm	11-Jun-25	795	0.4	318.00	Call with J. Heagy, EY, re. sales process and operational matters
Peter Chisholm Total			3.6	2,862.00	
Trina Sorbara	11-Jun-25	295	0.2	59.00	PPR searches
Trina Sorbara Total			0.2	59.00	
Grand Total			67.7	34,792.50	



Mayfield Investments Ltd_Project Play Receivership (E-68676067)

Expense Details

Account	Activity Name	Date	Amount	Description
Comp-CS Contrctr	Project Play Receivership T&E	1-Mar-25	455.68	Travel and expenses to Camrose Hotel
Comp-CS Contrctr Total			455.68	
Day Group Inc	General	1-May-25	455.68	Travel and expenses to Camrose Hotel
Day Group Inc	General	19-May-25	113.92	Travel and expenses to Camrose Hotel
Day Group Inc Total			569.60	
Josh Heagy	General	27-Apr-25	488.65	Lightspeed Invoice - 2373229 Receivership operating costs
Josh Heagy	General	15-May-25	2,206.71	Jonus Chorum CCRS007540
Josh Heagy	General	15-May-25	2,489.70	Jonus Chorum Invoice CCRS007364 Receivership operating costs
Josh Heagy	General	27-May-25	1,363.65	Receivership operating expenses
Josh Heagy	General	1-Jun-25	1,175.17	Jonus Chorum SUP032280
Josh Heagy	General	12-Jun-25	189.81	Lightspeed - Invoice 110053
Josh Heagy Total			7,913.69	
MAC Insurance and Registry	General	11-Jun-25	18.00	PPR search fees
MAC Insurance and Registry Total			18.00	
Grand Total			8,956.97	

This is **Exhibit “B”** referred to in the

Affidavit of Joshua Heagy

sworn before me
this 7th day of July, 2025



A Commissioner for Oaths in and for Alberta

Farrukh Ahmad
Barrister & Solicitor

SUMMARY OF INVOICES OF ERNST & YOUNG INC.
(Period from February 1, 2025 to June 15, 2025)

Invoice No.	Period Ending	Fees	Disb. Subject to GST	Subtotal	GST	Total	Hours
CA12C500011879	February 28, 2025	\$97,746.60	\$1,870.16	\$99,616.76	\$4,980.84	\$104,597.60	212.4
CA12C500012022	April 11, 2025	\$121,361.72	\$9,072.72	\$130,434.44	\$6,521.73	\$136,956.17	270.8
CA12C500012253	May 22, 2025	\$96,409.55	\$9,390.60	\$105,800.15	\$5,290.01	\$111,090.16	203.7
	June 15, 2025	\$29,573.63	\$8,956.97	\$38,530.60	\$1,926.53	\$40,457.13	67.7
	Totals:	\$345,091.50	\$29,290.45	\$374,381.95	\$18,719.11	\$393,101.06	754.6

Average Hourly Rate: \$457.32

This is **Exhibit “C”** referred to in the

Affidavit of Joshua Heagy

sworn before me
this 7th day of July, 2025

A handwritten signature in blue ink, appearing to read 'Farukh', is written over a horizontal line.

A Commissioner for Oaths in and for Alberta

Farukh Ahmad
Barrister & Solicitor



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

June 30, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2523857
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
as set out in the attached printout:

BALANCE DUE IN CANADIAN CURRENCY

\$ 210,081.15 CAD

*** Terms: Due and Payable Upon Receipt ***	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	

P
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Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

June 30, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2523857
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
during the period ended February 28, 2025, as follows:

Total Fees		\$ 199,493.00
<u>Taxable Disbursement(s)</u>		
Courier	\$ 235.40	
Postage	195.84	
Profile Report	28.00	
Search Fees	6.00	
		\$ 465.24
<u>Non-taxable Disbursement(s)</u>		
Filing Fee	\$ 125.00	
		\$ 125.00
Goods and Services Tax (5.0%)		9,997.91
TOTAL DUE IN CANADIAN CURRENCY		\$ 210,081.15 CAD



Invoice: 2523857
Date: June 30, 2025
Page: 2

Re: Receivership of Mayfield Investments Ltd. (001414)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
01/31/25	Ahmad, Farrukh	Drafting correspondence to Blakes working group; drafting correspondence to client; supplementary research [REDACTED]; reviewing application materials.	2.3	435.00	1,000.50
02/01/25	Hildebrand, Claire	Corresponding with client [REDACTED]; considering the same.	0.6	775.00	465.00
02/01/25	Sattar, Wajeeha	Reviewing e-mail from K. Bourassa [REDACTED]; drafting e-mail to client [REDACTED].	0.5	685.00	342.50
02/03/25	Ahmad, Farrukh	Reviewing agreement with RCAP; conducting research [REDACTED].	2.4	435.00	1,044.00
02/03/25	Bourassa, Kelly	Attending to correspondences with client [REDACTED].	0.2	1,095.00	219.00
02/03/25	Hildebrand, Claire	Corresponding with client regarding [REDACTED].	0.5	775.00	387.50
02/03/25	Sattar, Wajeeha	E-mailing client seeking instructions [REDACTED].	0.2	685.00	137.00
02/04/25	Ahmad, Farrukh	Drafting initial versions of application materials for February 21 Application; conducting [REDACTED]; conducting research [REDACTED]; corresponding with Blakes working group; call with C. Hildebrand [REDACTED]; conducting supplemental research; corresponding with client.	6.6	435.00	2,871.00
02/04/25	Gray, Brody	Reviewing claim under [REDACTED] for F. Ahmad, reviewing case law [REDACTED].	1.7	375.00	637.50
02/04/25	Hildebrand, Claire	Reviewing and revising SISP documents; reviewing and considering terms of APA.	1.4	775.00	1,085.00
02/04/25	Malinovic, Stefan	E-mailing A. Menuz [REDACTED]; e-mails with C. Hildebrand regarding same; reviewing revised LOI.	0.8	435.00	348.00
02/04/25	Menuz, Ashton	Attending to correspondence regarding LOI.	0.4	730.00	292.00
02/05/25	Ahmad, Farrukh	Drafting application materials for February 21 application; reviewing monitor reports;	8.6	435.00	3,741.00



Invoice: 2523857
Date: June 30, 2025
Page: 3

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		reviewing capital city APA; reviewing Capital City Lease; conducting [REDACTED]; revising capital city APA; corresponding with Blakes working Group.			
02/05/25	Bourassa, Kelly	Preparing for and attending conference call with client; attending to correspondences relating to February 21 application and related matters; preparing for and attending conference call with Capital City and its counsel; working on APA.	2.0	1,095.00	2,190.00
02/05/25	Gray, Brody	Reviewing [REDACTED]; reviewing Supreme Court of Canada case law [REDACTED].	2.0	375.00	750.00
02/05/25	Hildebrand, Claire	Considering sale agreement and corresponding regarding the same.	0.4	775.00	310.00
02/05/25	Sattar, Wajeeha	Drafting brief of the Receiver for the application on February 21, 2025.	2.1	685.00	1,438.50
02/06/25	Ahmad, Farrukh	Drafting application materials; corresponding with Blakes working group; corresponding with previous counsel to Camrose; corresponding with counsel to AFSC; attending to service matters.	6.3	435.00	2,740.50
02/06/25	Bourassa, Kelly	Attending to correspondences with counsel to AGLC.	0.3	1,095.00	328.50
02/06/25	Gray, Brody	Reviewing service list and cross-referencing against security registrations and litigation claims to ensure all interested parties listed.	0.6	375.00	225.00
02/06/25	Hildebrand, Claire	Reviewing and revising court materials and agreements in respect of sale agreement; corresponding regarding the same.	3.8	775.00	2,945.00
02/06/25	Malinovic, Stefan	Discussing, drafting and revising APA with A. Menuz; revising APA; e-mails with C. Hildebrand regarding same.	2.7	435.00	1,174.50
02/06/25	Menuz, Ashton	Reviewing and revising APA for Capital City transaction and discussing same with C. Hildebrand.	4.2	730.00	3,066.00
02/06/25	Perkins, Rodney	Reviewing comments to Camrose casino lease received from tenant; e-mail correspondence with C. Hildebrand with [REDACTED].	0.3	750.00	225.00



Invoice: 2523857
Date: June 30, 2025
Page: 4

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/06/25	Sattar, Wajeeha	Drafting brief of the Receiver for the application on February 21, 2025; revising application materials for same.	4.6	685.00	3,151.00
02/07/25	Ahmad, Farrukh	Revising application materials; corresponding with Blakes working group; corresponding with client; corresponding with previous counsel to Camrose; reviewing Capital City NDA; reviewing notice of appeal.	4.7	435.00	2,044.50
02/07/25	Anderson, Garth	Conferencing with R. Perkins regarding [REDACTED].	0.4	1,065.00	426.00
02/07/25	Bourassa, Kelly	Reviewing and considering comments to APA and Camrose lease; attending to various correspondences; working on file; reviewing correspondence to Provincial Court regarding Top to Bottom claim; attending to correspondences from counsel to the Pechets.	3.0	1,095.00	3,285.00
02/07/25	Cheng, Monica	Reviewing asset purchase agreement and corresponding internally [REDACTED].	0.3	995.00	298.50
02/07/25	Gray, Brody	Reviewing corporate searches of entities listed in litigation claims against Camrose Casino Corporation.	0.1	375.00	37.50
02/07/25	Hildebrand, Claire	Drafting and revising APA and lease [REDACTED]; corresponding with client, counsel for purchaser and others [REDACTED]; attending call with client; drafting and revising court materials.	8.1	775.00	6,277.50
02/07/25	Hunter, Regan	Reviewing and revising draft Asset Purchase Agreement [REDACTED]; discussing same with M. Cheng.	3.3	645.00	2,128.50
02/07/25	Knibbs, Lindsey	Reviewing, analyzing and responding to e-mail correspondence from A. Menuz and S. Malinovic [REDACTED]; reviewing and revising such agreement from [REDACTED].	2.3	685.00	1,575.50
02/07/25	Malinovic, Stefan	Attending to e-mails with A. Menuz, C. Hildebrand and K. Bourassa [REDACTED]; revising APA; e-mails with tax group and employment group with respect to [REDACTED]; revising APA.	5.0	435.00	2,175.00



Invoice: 2523857
Date: June 30, 2025
Page: 5

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/07/25	Menuz, Ashton	Attending discussion with EY regarding A [REDACTED]; reviewing and revising APA.	3.6	730.00	2,628.00
02/07/25	Perkins, Rodney	Reviewing revised lease received from tenant's counsel; revising and providing comments to draft lease; various e-mail correspondence and telephone calls with J. Heagy and C. Hildebrand [REDACTED]; reviewing legal commentary [REDACTED]; meeting with G. Anderson to discuss [REDACTED]; reviewing comments to lease received from K. Bourassa; e-mail correspondence with tenant's counsel with [REDACTED].	5.9	750.00	4,425.00
02/07/25	Sattar, Wajeeha	Drafting brief of the Receiver for the application on February 21, 2025; drafting and revising letter to the Court to seek an extension of our filing materials.	2.2	685.00	1,507.00
02/08/25	Balkos, Elena	Reviewing and providing comments to asset purchase agreement.	1.0	1,200.00	1,200.00
02/08/25	Bourassa, Kelly	Reviewing and considering comments to tax comments to APA; working on file.	2.6	1,095.00	2,847.00
02/08/25	Cheng, Monica	Reviewing asset purchase agreement f [REDACTED]; considering [REDACTED].	2.0	995.00	1,990.00
02/08/25	Hildebrand, Claire	Reviewing and revising draft report and related court materials; corresponding with client [REDACTED].	3.3	775.00	2,557.50
02/08/25	Malinovic, Stefan	Corresponding with M. Cheng regarding [REDACTED]; revising APA to reflect [REDACTED]; e-mails with clients and Blakes team regarding [REDACTED].	2.8	435.00	1,218.00
02/08/25	Menuz, Ashton	Attending to correspondence regarding [REDACTED].	0.4	730.00	292.00
02/09/25	Bourassa, Kelly	Reviewing and providing comments to approval and vesting order, approval of accounts and claims process order; conferencing with Blakes team regarding same.	1.0	1,095.00	1,095.00
02/09/25	Hildebrand, Claire	Reviewing and revising APA and lease agreement; drafting and revising court	2.6	775.00	2,015.00



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 Date: June 30, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		materials with respect to approval of the same.			
02/09/25	Perkins, Rodney	Reviewing lease and purchase agreement; e-mail correspondence and phone call with C. Hildebrand [REDACTED].	0.5	750.00	375.00
02/10/25	Ahmad, Farrukh	Revising Application materials; reviewing APA and prior Monitor Reports; corresponding with Blakes working group; attending to related matters.	4.3	435.00	1,870.50
02/10/25	Anderson, Garth	Reviewing [REDACTED] and communicating with R. Perkins [REDACTED].	0.2	1,065.00	213.00
02/10/25	Bourassa, Kelly	Preparing for and attending conference call with client; working on sale approval application materials and related matters.	1.2	1,095.00	1,314.00
02/10/25	Gray, Brody	Reviewing corporate searches and adding required parties to service list.	0.2	375.00	75.00
02/10/25	Hildebrand, Claire	Reviewing and revising court materials; revising APA and lease; corresponding with client, purchaser's counsel and others regarding [REDACTED].	3.8	775.00	2,945.00
02/10/25	Malinovic, Stefan	Discussing further APA revisions with A. Menuz; further revising APA.	2.6	435.00	1,131.00
02/10/25	Menuz, Ashton	Reviewing proposed APA changes from McCarthys; reviewing and revising APA in respect of same.	2.6	730.00	1,898.00
02/10/25	Perkins, Rodney	Reviewing comments to lease received from tenant's counsel; e-mail correspondence with J. Heagy [REDACTED]; e-mail correspondence with G. Anderson with [REDACTED]; reviewing legal commentary [REDACTED].	0.9	750.00	675.00
02/10/25	Sattar, Wajeeha	Drafting brief of the Receiver for the application on February 21, 2025; checking status of the orders from January 27 application; follow up e-mail to client [REDACTED].	6.2	685.00	4,247.00
02/10/25	Search Clerks -	Filing Sealing Order in King's Bench Court			20.00



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Date: June 30, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
	Calgary	action 2403-12343.			
02/11/25	Ahmad, Farrukh	Finalizing application materials; corresponding with Blakes working group; attending to service matters; reviewing fourth report.	5.2	435.00	2,262.00
02/11/25	Bourassa, Kelly	Working on application and transaction documents; conferencing with Blakes working group; receiving and reviewing comments to APA and AVO from counsel to the Purchaser; conferencing with Blakes working group regarding same.	2.6	1,095.00	2,847.00
02/11/25	Gray, Brody	Reviewing PPR searches against Camrose entities and conforming service list; reviewing case law [REDACTED].	2.1	375.00	787.50
02/11/25	Hildebrand, Claire	Drafting, reviewing and revising court materials; revising APA and lease; corresponding with client, purchaser's counsel and others [REDACTED]; attending calls with client.	6.8	775.00	5,270.00
02/11/25	Malinovic, Stefan	Reviewing and revising APA; discussing additional revisions [REDACTED] with A. Menuz.	1.3	435.00	565.50
02/11/25	Menuz, Ashton	Reviewing and revising APA and attending to correspondence with respect to same.	1.0	730.00	730.00
02/11/25	Perkins, Rodney	Corresponding with J. Heagy [REDACTED]; e-mail correspondence with C. Hildebrand [REDACTED]; e-mail correspondence with J. Heagy [REDACTED].	1.8	750.00	1,350.00
02/11/25	Sattar, Wajeeha	Revising brief of the Receiver for the application on February 21, 2025; discussion with C. Hildebrand and K. Bourassa regarding same; discussion with B. Gray regarding research [REDACTED]; discussion with K. Bourassa about the Service Master claim and e-mail from counsel; drafting the costs brief of the receiver.	4.2	685.00	2,877.00
02/11/25	Search Clerks - Calgary	Obtaining Alberta Personal Property debtor name search against Camrose Casino			60.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		Corporation and Camrose Casino Limited Partnership; filing Order in King's Bench Court action 2403-12343.			
02/12/25	Ahmad, Farrukh	Finalizing Application materials; drafting claims process forms; corresponding with Blakes working group; corresponding with client; attending to related matters and research.	8.3	435.00	3,610.50
02/12/25	Bourassa, Kelly	Working on application and transaction documents; conferencing with Blakes working group; further reviewing court orders; conferencing with counsel to ATB; reviewing forms of Order and providing comments; attending to correspondences with counsel to Capital City; working on court materials.	2.0	1,095.00	2,190.00
02/12/25	Hildebrand, Claire	Reviewing and revising court materials; revising APA and lease; corresponding with client, purchaser's counsel and others [REDACTED]; attending calls with client.	3.9	775.00	3,022.50
02/12/25	Menuz, Ashton	Reviewing and revising APA.	1.5	730.00	1,095.00
02/12/25	Perkins, Rodney	Reviewing comments to lease received from J. Heagy; reviewing and revising lease; e-mail correspondence with J. Heagy and C. Hildebrand [REDACTED] e.	1.7	750.00	1,275.00
02/12/25	Sattar, Wajeeha	Discussion with K. Bourassa [REDACTED]; reviewing draft letter to service list attaching the filed orders; revising the application for the hearing on February 21; drafting the costs brief of the receiver.	3.3	685.00	2,260.50
02/13/25	Ahmad, Farrukh	Revising application materials and claims process forms; corresponding with Blakes working group; corresponding with client.	3.4	435.00	1,479.00
02/13/25	Bourassa, Kelly	Attending to further reviewing draft court orders; reviewing and providing comments to final court documents; reviewing costs submissions.	0.9	1,095.00	985.50
02/13/25	Hildebrand, Claire	Reviewing and revising court materials; revising APA and lease; corresponding with client, purchaser's counsel and others [REDACTED]; attending calls with client [REDACTED]	2.5	775.00	1,937.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/13/25	Malinovic, Stefan	Attending to call with C. Hildebrand [REDACTED] [REDACTED].	0.2	435.00	87.00
02/13/25	Menuz, Ashton	Finalizing APA and attending to correspondence with respect to same.	1.0	730.00	730.00
02/13/25	Perkins, Rodney	Reviewing comments [REDACTED] [REDACTED]; reviewing and revising [REDACTED] [REDACTED]; various e-mail correspondence and telephone call with C. Hildebrand [REDACTED] [REDACTED]; e-mail correspondence with J. Heagy [REDACTED] [REDACTED]; arranging for execution and delivery of lease.	2.3	750.00	1,725.00
02/13/25	Sattar, Wajeeha	Drafting the costs brief of the Receiver; [REDACTED] [REDACTED]; revising the brief of the Receiver for the application on February 21; circulating same to the client; ordering transcript from the January 27 hearing for the leave to appeal reply brief.	5.0	685.00	3,425.00
02/14/25	Ahmad, Farrukh	Finalizing application materials; corresponding with Blakes working group; corresponding with client; attending to related matters.	3.8	435.00	1,653.00
02/14/25	Bourassa, Kelly	Attending to costs submissions; finalizing court materials; attending to [REDACTED] [REDACTED]; conferencing with client and Blakes working group.	1.4	1,095.00	1,533.00
02/14/25	Hildebrand, Claire	Finalizing court materials; attending to service of the same; preparing for and attending call with client; corresponding with client and others regarding [REDACTED].	3.4	775.00	2,635.00
02/14/25	Miller, Birch	Reviewing background relating to [REDACTED] [REDACTED]; e-mail correspondence with C. Hildebrand regarding same.	0.8	840.00	672.00
02/14/25	Sattar, Wajeeha	Revising and further revising the costs brief of the Receiver; revising [REDACTED] [REDACTED]; circulating same to the client; finalizing the costs brief for filing and service.	5.3	685.00	3,630.50
02/18/25	Ahmad, Farrukh	Research [REDACTED]; drafting e-mail memo to Blakes working group; reviewing ATM contracts; initial review of [REDACTED];	4.6	435.00	2,001.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		corresponding with Blakes working group; corresponding with client; corresponding with counsel to J. Pechet.			
02/18/25	Bourassa, Kelly	Conferencing with counsel to the Pechets; preparing for and attending conference call with counsel to ATM Cash Systems; attending to correspondences with counsel to Capital City; receiving and reviewing costs submissions of Christianson and Stark; attending to correspondences with counsel to the Pechets.	1.6	1,095.00	1,752.00
02/18/25	Hildebrand, Claire	Attending to and corresponding with client [REDACTED]; considering upcoming hearing and materials with respect to the same; corresponding regarding upcoming hearing; corresponding with client.	2.7	775.00	2,092.50
02/18/25	Klok, Chris	Drafting termination letter [REDACTED].	0.8	405.00	324.00
02/18/25	Malinovic, Stefan	Compiling fully executed APA.	0.6	435.00	261.00
02/18/25	Menuz, Ashton	Discussion with internal project team regarding signing matters and execution packages.	0.2	730.00	146.00
02/18/25	Miller, Birch	Meeting with C. Hildebrand and J. Heagy regarding [REDACTED]; drafting [REDACTED] to C. Hildebrand and J. Heagy.	1.0	840.00	840.00
02/18/25	Perkins, Rodney	Corresponding with C. Hildebrand with respect to delivery of fully executed and compiled lease agreement.	0.2	750.00	150.00
02/18/25	Sattar, Wajeeha	Corresponding with L. Roy about service of the filed copy of the costs brief of the Receive; drafting response to counsel for Service Master.	0.8	685.00	548.00
02/19/25	Ahmad, Farrukh	Drafting memo [REDACTED]; [REDACTED]; reviewing pleadings; corresponding with Blakes working group; attending to related matters.	4.5	435.00	1,957.50
02/19/25	Bourassa, Kelly	Attending to correspondences with counsel to [REDACTED]; attending to various correspondences; working on Capital City APA matters; attending to correspondences	0.7	1,095.00	766.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		with counsel to A. Stark regarding approval of costs.			
02/19/25	Hildebrand, Claire	Considering next steps with respect [REDACTED]; corresponding regarding the same; reviewing materials in preparation for court hearing; considering terms of order and corresponding regarding the same.	2.0	775.00	1,550.00
02/19/25	Klok, Chris	Drafting and revising [REDACTED].	0.2	405.00	81.00
02/19/25	Malinovic, Stefan	Reviewing APA to determine and confirm closing amount and deposit payment; discussing same with A. Menuz.	0.4	435.00	174.00
02/19/25	Miller, Birch	Drafting [REDACTED]; e-mail correspondence with C. Hildebrand regarding same.	0.8	840.00	672.00
02/19/25	Sattar, Wajeeha	Drafting response to counsel for Service Master; drafting e-mail to client regarding same.	1.2	685.00	822.00
02/20/25	Ahmad, Farrukh	Revising and reviewing affidavit of service; revising application materials; corresponding with Blakes working group; attending to related matters.	4.2	435.00	1,827.00
02/20/25	Bourassa, Kelly	Receiving and reviewing correspondence from counsel to Gateway Casinos and AGLC; conferencing with C. Hildebrand regarding application tomorrow; receiving and reviewing affidavit of J. Pechet.	0.4	1,095.00	438.00
02/20/25	Hildebrand, Claire	Corresponding with client and various counsel regarding [REDACTED]; preparing for hearing; attending to revisions to form of order; corresponding with client regarding [REDACTED].	7.2	775.00	5,580.00
02/20/25	Malinovic, Stefan	Reviewing APA to [REDACTED]; e-mailing with A. Menuz regarding same.	1.4	435.00	609.00
02/20/25	Sattar, Wajeeha	Drafting a [REDACTED]. Drafting MOA of the Receiver for the leave to appeal application.	1.5	685.00	1,027.50
02/20/25	Turcott, Marie	Internal Blakes meeting to discuss [REDACTED]	0.3	510.00	153.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
02/21/25	Ahmad, Farrukh	Revising letter to Justice Mah and service list regarding updated application materials; attending to service; drafting speaking notes for application; corresponding with Blakes working group; attending to related matters.	2.6	435.00	1,131.00
02/21/25	Bourassa, Kelly	Preparing for court application for sale approval and related relief; considering [REDACTED]; attending to various correspondences; receiving and reviewing proposed language for AVO from counsel to Gateway; preparing for and attending court application for sale approval and related relief.	2.6	1,095.00	2,847.00
02/21/25	Hildebrand, Claire	Preparing for and attending hearing; corresponding with client and counsel for other parties [REDACTED].	6.8	775.00	5,270.00
02/23/25	Ahmad, Farrukh	Corresponding with Blakes working group.	0.2	435.00	87.00
02/23/25	Sattar, Wajeeha	Drafting memorandum of argument of the Receiver for the leave to appeal application.	1.4	685.00	959.00
02/24/25	Ahmad, Farrukh	Corresponding with counsel to AFSC; coordinating the filing of orders; corresponding with Blakes working group; attending to related matters.	1.6	435.00	696.00
02/24/25	Bourassa, Kelly	Attending to correspondences; considering next steps; reviewing [REDACTED].	0.2	1,095.00	219.00
02/24/25	Sattar, Wajeeha	Drafting memorandum of argument of the Receiver for the leave to appeal application; e-mail with C. Hildebrand regarding process of getting orders signed from the February 21 hearing; e-mail to client to schedule a call to discuss [REDACTED].	5.8	685.00	3,973.00
02/25/25	Ahmad, Farrukh	Conducting legal research; reviewing tranches of corporate documents of Mayfield, Chalmers, and 777440; attending to related matters.	4.6	435.00	2,001.00
02/25/25	Bourassa, Kelly	Attending to correspondences with counsel to Gateway regarding revised form of AVO.	0.1	1,095.00	109.50
02/25/25	Sattar, Wajeeha	Drafting memorandum of argument of the Receiver for the leave to appeal application.	1.2	685.00	822.00
02/26/25	Ahmad, Farrukh	Meeting with client; [REDACTED]; drafting letter to defendants' counsels; reviewing and revising appeal memorandum of argument;	5.8	435.00	2,523.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		conducting [REDACTED]; reviewing trance of corporate documents; corresponding with Blakes working group.			
02/26/25	Bourassa, Kelly	Reviewing and revising draft memorandum of argument; conferencing with client; attending to correspondences with counsel to Service Master.	3.2	1,095.00	3,504.00
02/26/25	Sattar, Wajeeha	Revising memorandum of argument of the Receiver for the leave to appeal application; call with client [REDACTED].	6.1	685.00	4,178.50
02/27/25	Ahmad, Farrukh	Corresponding with client; revising letter to counsel to insurance defendants; corresponding with Blakes working group; reviewing appeal memorandum of argument; corresponding with client; call with J. Heagy; corresponding with counsel to J. Pechet; attending to related matters.	3.4	435.00	1,479.00
02/27/25	Bourassa, Kelly	Further reviewing and revising draft memorandum of argument for the court of appeal.	0.7	1,095.00	766.50
02/27/25	Hildebrand, Claire	Considering leave to appeal memorandum; reviewing and revising the same; corresponding regarding leave to appeal application.	2.7	775.00	2,092.50
02/27/25	Sattar, Wajeeha	Revising memorandum of argument of the Receiver for the leave to appeal application; circulating same to counsel for ATB; reviewing the affidavit to attach the Receiver's reports and the Receivership Order; e-mail to counsel for AGLC to inform them about the decision from the February 21 application.	2.2	685.00	1,507.00
02/28/25	Ahmad, Farrukh	Drafting service letter; corresponding with Blakes working group; corresponding with client; call J. Heagy; attending to related matters.	1.8	435.00	783.00
02/28/25	Bourassa, Kelly	Further reviewing and providing comments to memorandum of argument; attending to correspondences and receipt of documents from counsel to A. Stark	0.5	1,095.00	547.50
02/28/25	Sattar, Wajeeha	Revising memorandum of argument of the Receiver for the leave to appeal application; [REDACTED]; finalizing	5.3	685.00	3,630.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		memorandum for filing and service.			
Total Fees for this Matter					\$ 199,493.00

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Ahmad, Farrukh	FAD	89.2	435.00	38,802.00
Anderson, Garth	GAA	0.6	1,065.00	639.00
Balkos, Elena	EJB	1.0	1,200.00	1,200.00
Bourassa, Kelly	KELB	27.2	1,095.00	29,784.00
Cheng, Monica	MCHG	2.3	995.00	2,288.50
Gray, Brody	BGY	6.7	375.00	2,512.50
Hildebrand, Claire	CIH	62.5	775.00	48,437.50
Hunter, Regan	RHTR	3.3	645.00	2,128.50
Klok, Chris	KLOK	1.0	405.00	405.00
Knibbs, Lindsey	LDKS	2.3	685.00	1,575.50
Malinovic, Stefan	SNMC	17.8	435.00	7,743.00
Menuz, Ashton	ANNM	14.9	730.00	10,877.00
Miller, Birch	BKM	2.6	840.00	2,184.00
Perkins, Rodney	RDPK	13.6	750.00	10,200.00
Sattar, Wajeeha	WJS	59.1	685.00	40,483.50
Search Clerks - Calgary	CSECA	0.0	0.00	80.00
Turcott, Marie	MATX	0.3	510.00	153.00
Total		304.4		\$ 199,493.00

Taxable Disbursement(s)

Courier	\$ 235.40
Postage	195.84
Profile Report	28.00
Search Fees	6.00

\$ 465.24

Non-taxable Disbursement(s)

Filing Fee	\$ 125.00
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\$ 125.00

Goods and Services Tax (5.0%)

9,997.91



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Date: June 30, 2025
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Total Due for this Matter in Canadian Currency

\$ 210,081.15 CAD

PER: _____
KELLY J. BOURASSA



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

April 14, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2508979
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
as set out in the attached printout:

BALANCE DUE IN CANADIAN CURRENCY

\$ 105,438.48 CAD

*** Terms: Due and Payable Upon Receipt ***	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

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Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

April 14, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2508979
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
during the period ended March 31, 2025, as follows:

	Total Fees	\$ 97,639.00
<u>Taxable Disbursement(s)</u>		
Courier	\$ 344.14	
Duplicating	1,599.00	
Transcript	816.41	
		<hr/>
		\$ 2,759.55
<u>Non-taxable Disbursement(s)</u>		
Filing Fee	\$ 20.00	
		<hr/>
		\$ 20.00
	Goods and Services Tax (5.0%)	5,019.93
		<hr/>
	TOTAL DUE IN CANADIAN CURRENCY	\$ 105,438.48 CAD



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Re: Receivership of Mayfield Investments Ltd. (001414)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/04/25	Ahmad, Farrukh	Reviewing letter from counsel for Travellers; reviewing and summarizing [REDACTED]; drafting e-mail memorandum; corresponding with Blakes working group.	3.8	435.00	1,653.00
03/04/25	Bourassa, Kelly	Receiving and reviewing letter from counsel to Travelers Insurance; attending to telephone call from D Maturo, counsel to Acero, [REDACTED].	0.2	1,095.00	219.00
03/05/25	Bourassa, Kelly	Preparing for leave to appeal application.	1.8	1,095.00	1,971.00
03/05/25	Hildebrand, Claire	Reviewing correspondence from counsel for Travelers; considering the same.	0.8	775.00	620.00
03/05/25	Ahmad, Farrukh	Reviewing Statement of Defence in Travellers' claim; corresponding with Blakes working group; reviewing letter from counsel to Acera; attending to related matters.	1.4	435.00	609.00
03/06/25	Ahmad, Farrukh	Reviewing appellants brief and case law; preparing for appeal application [REDACTED]; attending appeal application; corresponding with Blakes working group; attending Teams meeting with client; drafting letter to counsel of Travelers Insurance; corresponding with counsel to insurance adjuster; corresponding with counsel to insurance broker; attending to related matters; corresponding with the Receiver.	5.8	435.00	2,523.00
03/06/25	Bourassa, Kelly	Preparing for and attending application for permission to appeal; conferencing with client regarding [REDACTED]; attending to various correspondences.	3.5	1,095.00	3,832.50
03/06/25	Hildebrand, Claire	Reviewing and considering correspondences regarding [REDACTED].	0.3	775.00	232.50
03/06/25	Sattar, Wajeeha	Reviewing case law to [REDACTED].	0.8	685.00	548.00
03/07/25	Ahmad, Farrukh	Drafting Tolling Agreement and [REDACTED]; reviewing pleadings and correspondences; corresponding with the Receiver; corresponding with counsel to Crawford; corresponding with counsel to Acera; corresponding with Blakes working	4.8	435.00	2,088.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		group; reviewing appeal correspondence from counsel; attending to related matters.			
03/07/25	Bourassa, Kelly	Conferencing with counsel to A. Stark; providing [REDACTED] receiving and reviewing correspondences from counsel to defendants in insurance litigation; conferencing with counsel to Mayfield.	0.9	1,095.00	985.50
03/09/25	Bourassa, Kelly	Attending to correspondences with counsel to A. Stark; reviewing and revising draft tolling agreement.	0.5	1,095.00	547.50
03/10/25	Ahmad, Farrukh	Revising tolling agreement; revising discontinuance of appeal; conducting [REDACTED]; reviewing [REDACTED]; corresponding with client of Appellant; corresponding with Blakes working group; corresponding with the Receiver; attending to related matters.	3.3	435.00	1,435.50
03/10/25	Bourassa, Kelly	Attending to correspondences with counsel to A. Stark; reviewing and revising [REDACTED]; attending to telephone call to counsel to Mayfield; updating client regarding [REDACTED].	0.9	1,095.00	985.50
03/12/25	Ahmad, Farrukh	Reviewing corporate searches [REDACTED]; corresponding with counsel to 692271 Alberta Ltd.; corresponding with Blakes working group; meeting with the Receiver; corresponding with the Receiver; corresponding with counsel to Acera; attending call with C. Hildebrand; reviewing ATM contracts; revising [REDACTED].	3.7	435.00	1,609.50
03/12/25	Bourassa, Kelly	Attending to correspondences from counsel to certain Vanshaw related entities and reviewing and revising draft response to same; receiving various updates.	0.4	1,095.00	438.00
03/12/25	Hildebrand, Claire	Preparing for and attending call with the Receiver; considering [REDACTED] and attending to correspondences regarding [REDACTED].	1.8	775.00	1,395.00
03/12/25	Turcott, Marie	Discussing [REDACTED] with C. Hildebrand.	0.2	510.00	102.00
03/13/25	Ahmad, Farrukh	Drafting IT Services Agreement; revising Tolling Agreement; corresponding with counsel to Acera; corresponding with Blakes	3.6	435.00	1,566.00



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Date: April 14, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		working group; corresponding with client; reviewing Medicine Hat License Agreement; attending to related matters.			
03/13/25	Bourassa, Kelly	Attending to correspondences relating to [REDACTED]; attending to correspondences relating to [REDACTED].	0.1	1,095.00	109.50
03/13/25	Turcott, Marie	Reviewing and considering materials filed by A. Stark and C. Christianson.	1.2	510.00	612.00
03/14/25	Ahmad, Farrukh	Corresponding with City of Medicine Hat; revising letter to counsel to Travelers Insurance; drafting IT Services Agreement; drafting [REDACTED]; corresponding with the Receiver; corresponding with Blakes working group.	3.1	435.00	1,348.50
03/14/25	Hildebrand, Claire	Reviewing correspondences from the Receiver and responding to the same.	0.8	775.00	620.00
03/15/25	Bourassa, Kelly	Receiving and reviewing correspondences from counsel to AFSC.	0.2	1,095.00	219.00
03/16/25	Ahmad, Farrukh	Revising Monitor's report and application materials; corresponding with K. Bourassa; corresponding with the Receiver.	2.2	435.00	957.00
03/17/25	Bourassa, Kelly	Attending to correspondences with counsel to Mayfield; conferencing with the Receiver regarding [REDACTED]; attending to correspondences with counsel to A. Stark	0.6	1,095.00	657.00
03/17/25	Hildebrand, Claire	Reviewing and considering correspondence from stakeholders; corresponding with the Receiver with respect to [REDACTED].	0.9	775.00	697.50
03/18/25	Ahmad, Farrukh	Revising IT Services Agreement; drafting [REDACTED]; reviewing ATM Contracts and ATM [REDACTED]; attending to call with C. Hildebrand; corresponding with Blakes working group.	3.7	435.00	1,609.50
03/18/25	Bourassa, Kelly	Attending to correspondences with the Receiver; attending to correspondences with counsel to ATM Systems; reviewing file and related materials regarding [REDACTED]; attending to correspondences relating to [REDACTED] and related matters.	1.1	1,095.00	1,204.50
03/18/25	Turcott, Marie	Reviewing and analyzing documents relating	3.8	510.00	1,938.00



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Date: April 14, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		to [REDACTED]; conducting legal research [REDACTED].			
03/19/25	Ahmad, Farrukh	Drafting memorandum on [REDACTED]; reviewing CP Rail Agreements; drafting consulting Agreement for IT Manager; revising Tolling Agreement to incorporate C. Hildebrand's comments; drafting supplementary e-mail memorandum regarding [REDACTED]; reviewing ATM Agreements and ATM Settlement Agreement; corresponding with Blakes working group.	4.8	435.00	2,088.00
03/19/25	Bourassa, Kelly	Preparing for and attending meeting with the Receiver to discuss [REDACTED]; preparing for and attending Teams meeting with the Receiver, the former principals of Mayfield and their counsel; attending to correspondences from counsel to ATM Systems.	2.1	1,095.00	2,299.50
03/19/25	Knibbs, Lindsey	Reviewing, analyzing and responding to e-mail correspondences from F. Ahmad and C. Hildebrand regarding [REDACTED].	0.6	685.00	411.00
03/19/25	Turcott, Marie	Drafting analysis concerning [REDACTED].	1.5	510.00	765.00
03/20/25	Ahmad, Farrukh	Revising IT Agreement and Tolling Agreement; drafting correspondence to Blakes working group; corresponding with the Receiver; marking up and revising Amending Agreement to CP Rail Agreements; reviewing CP Rail Agreements; reviewing [REDACTED].	2.9	435.00	1,261.50
03/20/25	Bourassa, Kelly	Reviewing and providing comments to IT Services Agreement; attending to various correspondences with counsel to A. Stark; conferencing with the Receiver [REDACTED].	0.8	1,095.00	876.00
03/20/25	Hildebrand, Claire	Preparing for and attending call with counsel for A. Stark; attending to correspondences with respect to the same; considering [REDACTED] and corresponding with the Receiver [REDACTED].	2.5	775.00	1,937.50
03/20/25	Turcott, Marie	Drafting analysis concerning [REDACTED].	3.0	510.00	1,530.00
03/21/25	Ahmad, Farrukh	Drafting [REDACTED].	3.7	435.00	1,609.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		[REDACTED]; revising IT Agreement; attending call with C. Hildebrand; corresponding with Blakes working group; corresponding with the Receiver; attending to related matters.			
03/21/25	Bourassa, Kelly	Attending to correspondences from counsel to A. Stark and counsel to the Pechets.	0.3	1,095.00	328.50
03/21/25	Hildebrand, Claire	Considering [REDACTED]; attending to [REDACTED]; correspondences [REDACTED]; considering [REDACTED]; attending to correspondences [REDACTED].	1.9	775.00	1,472.50
03/21/25	Turcott, Marie	Drafting analysis and conclusions [REDACTED].	0.6	510.00	306.00
03/23/25	Bourassa, Kelly	Attending to correspondences and reviewing analysis [REDACTED]; reviewing and providing comments to amendments to CP agreement.	0.7	1,095.00	766.50
03/24/25	Ahmad, Farrukh	Reviewing minute books and received documents [REDACTED]; drafting correspondence to the Receiver; drafting correspondence to Blakes working group.	1.4	435.00	609.00
03/24/25	Bourassa, Kelly	Attending to correspondences from counsel to A. Stark; conferencing with the Receiver [REDACTED]; reviewing data room materials.	0.3	1,095.00	328.50
03/25/25	Ahmad, Farrukh	Revising CP Rail Amending Agreement; drafting correspondences to Blakes working group; attending to related matters.	1.2	435.00	522.00
03/25/25	Bourassa, Kelly	Attending to various correspondences with counsel to A. Stark and C. Christiansen; reviewing and considering [REDACTED].	0.5	1,095.00	547.50
03/25/25	Turcott, Marie	Reviewing and considering [REDACTED]; attending to [REDACTED].	2.2	510.00	1,122.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		correspondence [REDACTED]; drafting [REDACTED].			
03/26/25	Ahmad, Farrukh	Revising [REDACTED]; corresponding with Blakes working group; gathering documents for data room; corresponding with the Receiver; attending to related matters.	2.2	435.00	957.00
03/26/25	Bourassa, Kelly	Preparing for and attending conference call with counsel to A. Stark and C. Christiansen; conferencing with Blakes working group; attending to correspondences with the Receiver.	0.9	1,095.00	985.50
03/26/25	Hildebrand, Claire	Considering [REDACTED]; preparing for and attending call [REDACTED].	1.2	775.00	930.00
03/26/25	Turcott, Marie	Attending call with counsel for A. Stark [REDACTED]; drafting memorandum [REDACTED].	1.6	510.00	816.00
03/27/25	Hildebrand, Claire	Drafting e-mail response [REDACTED].	0.7	775.00	542.50
03/27/25	Turcott, Marie	Drafting memorandum to clients [REDACTED].	1.2	510.00	612.00
03/28/25	Ahmad, Farrukh	Revising and reviewing Food Services Agreement; drafting comments to C. Hildebrand; reviewing ATM's proof of claim and supporting documents; attending to related matters.	3.4	435.00	1,479.00
03/28/25	Hildebrand, Claire	Reviewing documents [REDACTED]; drafting correspondence [REDACTED].	1.3	775.00	1,007.50
03/28/25	Turcott, Marie	Continuing to draft memorandum to the Receiver [REDACTED].	1.9	510.00	969.00
03/29/25	Bourassa, Kelly	Reviewing and considering documentation [REDACTED]; reviewing analysis [REDACTED].	0.4	1,095.00	438.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/31/25	Turcott, Marie	Continue to draft memorandum [REDACTED] [REDACTED].	3.6	510.00	1,836.00
Subtotal Fees for this Matter					\$ 66,551.00

Re: Receivership of Mayfield Investments Ltd./Camrose Casino (001414)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/03/25	Hildebrand, Claire	Corresponding with the Receiver, counsel for Capital City and others [REDACTED].	0.9	775.00	697.50
03/03/25	Malinovic, Stefan	Discussing transaction with A. Menuz; drafting transactional closing agenda; reviewing asset purchase agreement t [REDACTED].	2.4	435.00	1,044.00
03/03/25	Menuz, Ashton	Attending to correspondences [REDACTED].	0.3	730.00	219.00
03/04/25	Malinovic, Stefan	Continuing to draft transaction closing agenda; discussing [REDACTED] with A. Menuz and [REDACTED] A. Menuz's comments; further revising closing agenda and corresponding with A. Menuz and C. Hildebrand [REDACTED].	2.7	435.00	1,174.50
03/04/25	Menuz, Ashton	Reviewing and revising closing agenda and discussing same with S. Malinovic.	1.0	730.00	730.00
03/05/25	Hildebrand, Claire	Corresponding with the Receiver [REDACTED].	0.7	775.00	542.50
03/05/25	Menuz, Ashton	Attending to correspondences r [REDACTED].	0.2	730.00	146.00
03/06/25	Malinovic, Stefan	Preparing for and participating in call with A. Menuz and C. Hildebrand r [REDACTED] [REDACTED] drafting cover e-mail to the Receiver enclosing [REDACTED] and [REDACTED]; corresponding with A. Verhun [REDACTED].	3.2	435.00	1,392.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/06/25	Menuz, Ashton	Attending to discussion with C. Hildebrand and S. Malinovic [REDACTED].	0.4	730.00	292.00
03/07/25	Malinovic, Stefan	Conferencing with A. Verhun [REDACTED], drafting of ancillary closing documents and closing action items; [REDACTED]; corresponding with the Receiver [REDACTED]; revising closing agenda to [REDACTED].	1.0	435.00	435.00
03/07/25	Menuz, Ashton	Attending discussion with S. Malinovic [REDACTED].	0.5	730.00	365.00
03/07/25	Verhun, Alex	Attending call with S. Malinovic [REDACTED].	0.5	375.00	187.50
03/10/25	Hildebrand, Claire	Reviewing and revising draft agreements; reviewing closing agenda for Capital City transaction; reviewing correspondences from the Receiver and considering the same.	1.5	775.00	1,162.50
03/10/25	Malinovic, Stefan	Corresponding with the Receiver and A. Verhun with [REDACTED]; reviewing and revising draft closing documents; corresponding with counsel to Mayfield [REDACTED].	2.0	435.00	870.00
03/10/25	Menuz, Ashton	Attending to correspondences [REDACTED].	0.3	730.00	219.00
03/10/25	Verhun, Alex	Drafting conveyance agreement; drafting receipt; setting up closing folders; attending to correspondences with S. Malinovic [REDACTED].	1.2	375.00	450.00
03/12/25	Menuz, Ashton	Reviewing and revising closing documents.	0.4	730.00	292.00
03/13/25	Malinovic, Stefan	Reviewing and further revising ancillary closing documents; [REDACTED].	2.4	435.00	1,044.00
03/13/25	Menuz, Ashton	Reviewing closing documentation [REDACTED].	1.2	730.00	876.00
03/13/25	Verhun, Alex	Meeting with S. Malinovic and A. Menuz [REDACTED].	0.8	375.00	300.00
03/14/25	Malinovic, Stefan	Corresponding with J. Heagy [REDACTED].	1.7	435.00	739.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		[REDACTED]; updating closing agenda; reviewing AGLC approval for issuance of new license; reviewing McCarthy's comments on Blakes draft closing documents [REDACTED].			
03/14/25	Menuz, Ashton	Attending to correspondences regarding [REDACTED].	0.7	730.00	511.00
03/14/25	Verhun, Alex	Reviewing e-mail correspondence from S. Malinovic.	0.3	375.00	112.50
03/15/25	Bourassa, Kelly	Receiving and reviewing various updates [REDACTED].	0.3	1,095.00	328.50
03/17/25	Malinovic, Stefan	Preparing for and participating in call with McCarthy's [REDACTED]; attending to various pre-closing action items; drafting form of specific conveyance for assignment of contracts.	3.9	435.00	1,696.50
03/17/25	Menuz, Ashton	Attending to discussion with S. Malinovic [REDACTED].	0.6	730.00	438.00
03/18/25	Hildebrand, Claire	Reviewing and revising draft agreements.	1.5	775.00	1,162.50
03/18/25	Malinovic, Stefan	Revising form of assignment and assumption agreement; corresponding with the Receiver and counsel to Mayfield [REDACTED]; attending to various closing matters.	1.6	435.00	696.00
03/18/25	Menuz, Ashton	Attending to discussion [REDACTED].	0.2	730.00	146.00
03/19/25	Hildebrand, Claire	Reviewing and revising draft agreements; preparing for and attending calls with the Receiver and stakeholders; considering [REDACTED]; drafting correspondences to client and others.	3.6	775.00	2,790.00
03/19/25	Menuz, Ashton	Attending to correspondences r [REDACTED].	0.2	730.00	146.00
03/20/25	Malinovic, Stefan	Discussing with A. Menuz and A. Verhun [REDACTED].	0.5	435.00	217.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/20/25	Menuz, Ashton	Attending to discussion with S. Malinovic and A. Verhun [REDACTED].	0.2	730.00	146.00
03/20/25	Verhun, Alex	Meeting with A. Menuz and S. Malinovic [REDACTED].	0.4	375.00	150.00
03/21/25	Malinovic, Stefan	Attending to pre-closing action items; corresponding with Blakes working group and G. Lee [REDACTED]; reviewing purchaser draft closing documents.	1.0	435.00	435.00
03/24/25	Malinovic, Stefan	Discussing [REDACTED] with A. Menuz; reviewing draft purchaser closing documents and [REDACTED]; revising draft purchaser closing documents and corresponding with G. Lee [REDACTED].	1.2	435.00	522.00
03/24/25	Menuz, Ashton	Reviewing closing steps and McCarthys closing documents.	0.5	730.00	365.00
03/24/25	Verhun, Alex	Reviewing contracts from opposing counsel and turning first round of comments.	0.8	375.00	300.00
03/25/25	Hildebrand, Claire	Considering next steps [REDACTED] and corresponding regarding the same.	0.4	775.00	310.00
03/25/25	Malinovic, Stefan	Attending to closing matters; discussing purchaser draft closing documents and closing mechanics with A. Menuz.	1.0	435.00	435.00
03/25/25	Menuz, Ashton	Reviewing closing documentation.	0.3	730.00	219.00
03/25/25	Verhun, Alex	Developing list of outstanding deliverables to execute closing; attending to e-mail correspondences with S. Malinovic [REDACTED].	0.8	375.00	300.00
03/26/25	Malinovic, Stefan	Discussing closing action items with A. Menuz; drafting e-mail to J. Heagy [REDACTED]; reviewing closing documents with view to market standard.	1.4	435.00	609.00
03/26/25	Menuz, Ashton	Reviewing closing documentation and [REDACTED].	1.0	730.00	730.00
03/27/25	Malinovic, Stefan	Corresponding with the Receiver and counsel to Mayfield [REDACTED] attending	1.8	435.00	783.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		call with J. Heagy [REDACTED]; attending call with A. Menuz [REDACTED]; [REDACTED]; updating closing folders to reflect status of various action items.			
03/27/25	Menuz, Ashton	Attending to closing matters.	0.5	730.00	365.00
03/28/25	Hildebrand, Claire	Attending to correspondences [REDACTED]; reviewing and revising agreement [REDACTED].	1.2	775.00	930.00
03/28/25	Bourassa, Kelly	Preparing for and attending closing call with counsel to Capital City; reviewing and providing comments to form of food and beverage services agreement.	0.4	1,095.00	438.00
03/28/25	Malinovic, Stefan	Participating in call with counsel to Mayfield [REDACTED].	1.2	435.00	522.00
03/28/25	Menuz, Ashton	Attending call re [REDACTED].	0.4	730.00	292.00
03/28/25	Perkins, Rodney	Corresponding with C. Hildebrand with [REDACTED]; reviewing and providing comments to casino services agreement.	0.8	750.00	600.00
03/28/25	Verhun, Alex	Updating closing agenda; corresponding with A. Menuz and S. Malinovic [REDACTED].	0.6	375.00	225.00
03/30/25	Ahmad, Farrukh	Revising Food Services Agreement [REDACTED]; corresponding with C. Hildebrand; attending to related matters.	1.6	435.00	696.00
03/31/25	Bourassa, Kelly	Attending to various correspondences [REDACTED].	0.4	1,095.00	438.00
03/31/25	Hildebrand, Claire	Reviewing and revising draft agreements; corresponding and attending with the Receiver with [REDACTED]; corresponding with the Receiver [REDACTED]; attending to correspondences	1.7	775.00	1,317.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
03/31/25	Malinovic, Stefan	Attending call with A. Menuz [REDACTED]; attending to various closing items; discussing services agreement with Blakes working group and corresponding with the Receiver and opposing counsel [REDACTED].	2.0	435.00	870.00
03/31/25	Menuz, Ashton	Reviewing and revising services agreement; attending to closing matters.	2.1	730.00	1,533.00
Subtotal Fees for this Matter – Camrose Casino					\$31,088.00
Total Fees for this Matter					\$97,639.00

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Ahmad, Farrukh	FAD	56.6	435.00	24,621.00
Bourassa, Kelly	KELB	17.3	1,095.00	18,943.50
Hildebrand, Claire	CIH	23.7	775.00	18,367.50
Knibbs, Lindsey	LDKS	0.6	685.00	411.00
Malinovic, Stefan	SNMC	31.0	435.00	13,485.00
Menuz, Ashton	ANNM	11.0	730.00	8,030.00
Perkins, Rodney	RDPK	0.8	750.00	600.00
Sattar, Wajeeha	WJS	0.8	685.00	548.00
Turcott, Marie	MATX	20.8	510.00	10,608.00
Verhun, Alex	AVN	5.4	375.00	2,025.00
Total		168.0		\$ 97,639.00

Taxable Disbursement(s)

Courier	\$ 344.14
Duplicating	1,599.00
Transcript	816.41

\$ 2,759.55



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Date: April 14, 2025
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Non-taxable Disbursement(s)

Filing Fee \$ 20.00

\$ 20.00

Goods and Services Tax (5.0%)

5,019.93

Total Due for this Matter in Canadian Currency

\$ 105,438.48 CAD

PER: _____
KELLY J. BOURASSA



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

May 28, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2517568
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
as set out in the attached printout:

BALANCE DUE IN CANADIAN CURRENCY

\$ 125,848.72 CAD

*** Terms: Due and Payable Upon Receipt ***	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

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Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

May 28, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2517568
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
during the period ended April 30, 2025, as follows:

	Total Fees	\$ 119,796.50
<u>Taxable Disbursement(s)</u>		
Certificate of Status	\$ 7.00	
Third Party Fees	45.75	
		<hr/>
		\$ 52.75
<u>Non-taxable Disbursement(s)</u>		
Filing Fee	\$ 2.00	
Third Party Fee - Non Taxable	5.00	
		<hr/>
		\$ 7.00
	Goods and Services Tax (5.0%)	5,992.47
		<hr/>
	TOTAL DUE IN CANADIAN CURRENCY	\$ 125,848.72 CAD



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Re: Receivership of Mayfield Investments Ltd. (001414)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/01/25	Ahmad, Farrukh	Finalizing IT Agreement; corresponding with Blakes working group; corresponding with client.	0.9	435.00	391.50
04/01/25	Bourassa, Kelly	Attending to closing matters; reviewing and considering [REDACTED].	0.4	1,095.00	438.00
04/01/25	Hildebrand, Claire	Considering [REDACTED], reviewing research and documents [REDACTED].	1.4	775.00	1,085.00
04/01/25	Turcott, Marie	Directing further legal research [REDACTED]; revising memorandum.	0.7	510.00	357.00
04/02/25	Ahmad, Farrukh	Finalizing Tolling Agreement; corresponding with counsel to Insurers, Brokers, and Crawford; drafting letter to Court; corresponding with client; attending to related matters.	1.9	435.00	826.50
04/02/25	Bourassa, Kelly	Preparing for and attending lengthy conference call with the Receiver; attending to follow along matters; telephone call from counsel to the Pechets.	1.6	1,095.00	1,752.00
04/02/25	Hildebrand, Claire	Preparing for and attending call with client, [REDACTED] and corresponding regarding the same.	1.5	775.00	1,162.50
04/02/25	Shah, Iqra	Conducting research on [REDACTED]; researching [REDACTED]; drafting response [REDACTED].	2.8	375.00	1,050.00
04/02/25	Turcott, Marie	Drafting letter to counsel to A. Stark [REDACTED].	1.4	510.00	714.00
04/03/25	Ahmad, Farrukh	Reviewing [REDACTED]; corresponding with C. Hildebrand.	0.9	435.00	391.50
04/03/25	Bourassa, Kelly	Conferencing with C. Hildebrand [REDACTED]; conferencing with client regarding [REDACTED]; reviewing and providing comments to draft letter to counsel to Vanshaw.	0.9	1,095.00	985.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/03/25	Hildebrand, Claire	Reviewing and revising correspondence to 1995 stakeholders, considering next steps [REDACTED]; reviewing and revising correspondence [REDACTED]; corresponding with client [REDACTED].	3.2	775.00	2,480.00
04/03/25	Shah, Iqra	Drafting and revising [REDACTED].	1.0	375.00	375.00
04/03/25	Turcott, Marie	Drafting letter to counsel to A. Stark and VanShaw [REDACTED]; reviewing and considering legal memorandum [REDACTED]; conducting further legal research [REDACTED].	5.1	510.00	2,601.00
04/04/25	Ahmad, Farrukh	Corresponding with C. Hildebrand; attending to correspondence with Blakes working group; reviewing correspondence from opposing counsel; attending to related matters.	0.8	435.00	348.00
04/04/25	Bourassa, Kelly	Reviewing draft letter to counsel to A. Stark; conferencing with C. Hildebrand [REDACTED]; conferencing with A. Menuz [REDACTED]; corresponding with client [REDACTED].	1.3	1,095.00	1,423.50
04/04/25	Hildebrand, Claire	Drafting and revising correspondence to counsel for A. Stark, corresponding with client [REDACTED], considering and corresponding [REDACTED].	2.5	775.00	1,937.50
04/04/25	Menuz, Ashton	Discussion with K. Bourassa [REDACTED].	0.2	730.00	146.00
04/04/25	Turcott, Marie	Drafting letter to counsel to A. Stark and Vanshaw [REDACTED]; reviewing and considering legal memorandum [REDACTED].	3.9	510.00	1,989.00
04/07/25	Ahmad, Farrukh	Researching [REDACTED]; drafting e-mail memorandum; drafting application materials; conducting [REDACTED]; corresponding	6.8	435.00	2,958.00



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Date: May 28, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		with Blakes working group; reviewing notice of arbitration from counsel to A. Stark; attending to related matters.			
04/07/25	Bourassa, Kelly	Receiving and reviewing arbitration notice; conferencing with client and Blakes working group [REDACTED]; reviewing draft letter [REDACTED]; preparing for and attending conference call with ATM Systems and counsel; considering [REDACTED].	1.2	1,095.00	1,314.00
04/07/25	Hildebrand, Claire	Reviewing and revising draft correspondence by client; corresponding to client [REDACTED]; reviewing caselaw and considering legal strategy [REDACTED].	1.3	775.00	1,007.50
04/07/25	Malinovic, Stefan	Reviewing various asset purchase agreements in preparation for drafting template agreement; [REDACTED]; reviewing receivership order.	2.8	435.00	1,218.00
04/07/25	Turcott, Marie	Considering arbitration notice from A. Stark; drafting [REDACTED].	1.2	510.00	612.00
04/08/25	Ahmad, Farrukh	Drafting letter to counsel of 1995472 Alberta Ltd.; drafting application materials; [REDACTED]; meeting with K. Bourassa; reviewing [REDACTED]; attending to related matters.	5.8	435.00	2,523.00
04/08/25	Bourassa, Kelly	Considering Notice to Arbitrate; conferencing with C. Hildebrand [REDACTED]; conferencing with client; receiving and reviewing correspondences from counsel to J. Pechet; conferencing with counsel to ATB.	0.9	1,095.00	985.50
04/08/25	Hildebrand, Claire	Considering legal analysis with [REDACTED]; reviewing and considering correspondence from client and others; drafting correspondence to client [REDACTED].	2.1	775.00	1,627.50
04/08/25	Menuz, Ashton	Providing instructions to S. Malinovic and A. Verhun [REDACTED].	0.3	730.00	219.00
04/08/25	Turcott, Marie	Drafting letter to counsel for A. Stark [REDACTED].	3.6	510.00	1,836.00



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 Date: May 28, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		██████████; revising draft memorandum; revising letter to corporate office of 1995 to request copies of minute book.			
04/09/25	Ahmad, Farrukh	Drafting letter to counsel of Denise Booker ██████████; reviewing correspondence ██████████; revising application materials; attending call with C. Hildebrand; drafting correspondence to client; reviewing memo ██████████; attending to related matters.	4.3	435.00	1,870.50
04/09/25	Bourassa, Kelly	Considering Camrose claims process matters; reviewing AFSC proof of claim; conferencing with counsel to ATB; receiving and reviewing correspondences from counsel to A. Stark.	1.1	1,095.00	1,204.50
04/09/25	Hildebrand, Claire	Reviewing background documents r ██████████; reviewing correspondence from counsel for A. Stark; corresponding with client and others ██████████; coordinating booking court time.	1.5	775.00	1,162.50
04/09/25	Malinovic, Stefan	Continuing to review precedent asset purchase agreements ██████████; drafting form of asset purchase agreement for data room; attending to preparation of closing book; attending to various post-closing items, including corresponding with client ██████████.	5.9	435.00	2,566.50
04/09/25	Turcott, Marie	Drafting brief of argument for May 13 hearing.	1.1	510.00	561.00
04/10/25	Ahmad, Farrukh	Drafting application materials; reviewing memorandum ██████████; call with C. Hildebrand; corresponding with Blakes working group.	3.2	435.00	1,392.00
04/10/25	Bourassa, Kelly	Conferencing with C. Hildebrand; c ██████████; attending to correspondences from counsel to A Stark.	0.6	1,095.00	657.00
04/10/25	Hildebrand, Claire	Preparing for call with client; reviewing and considering correspondence from counsel for A. Stark; corresponding ██████████.	0.9	775.00	697.50
04/10/25	Malinovic, Stefan	Drafting form of APA for data room;	8.4	435.00	3,654.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		discussing [REDACTED] [REDACTED] with C. Hildebrand.			
04/10/25	Verhun, Alex	Attending to correspondence with S. Malinovic [REDACTED].	0.1	375.00	37.50
04/11/25	Ahmad, Farrukh	Revising letter to Ms. Booker's counsel; call with C. Hildebrand [REDACTED].	0.8	435.00	348.00
04/11/25	Bourassa, Kelly	Preparing for and attending conference call with client; receiving and reviewing [REDACTED] [REDACTED]; preparing for and attending conference call with counsel to the Pechets; attending to correspondences with counsel to A. Stark and counsel to J. Pechet.	2.5	1,095.00	2,737.50
04/11/25	Hildebrand, Claire	Preparing for and attending call with client; corresponding [REDACTED]; reviewing background material [REDACTED]; preparing for and attending call with counsel for J. Pechet.	2.8	775.00	2,170.00
04/11/25	Malinovic, Stefan	Further drafting form of APA for data room.	2.3	435.00	1,000.50
04/11/25	Turcott, Marie	Preparing for and attending call with clients [REDACTED] [REDACTED]; drafting letter to counsel to A. Stark [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; outlining bench brief.	4.9	510.00	2,499.00
04/12/25	Turcott, Marie	Further outlining bench brief.	0.7	510.00	357.00
04/13/25	Bourassa, Kelly	Attending to correspondences with the Receiver [REDACTED].	0.1	1,095.00	109.50
04/13/25	Malinovic, Stefan	Further drafting form of APA for data room.	1.0	435.00	435.00
04/14/25	Ahmad, Farrukh	Finalizing letter to counsel to D. Booker; corresponding with Blakes working group; attending to related matters.	0.7	435.00	304.50
04/14/25	Bourassa, Kelly	Attending to correspondences with counsel to A. Stark [REDACTED] [REDACTED].	0.2	1,095.00	219.00
04/14/25	Malinovic, Stefan	Further reviewing and revising data room draft APA; [REDACTED] [REDACTED] [REDACTED].	3.4	435.00	1,479.00
04/14/25	Menuz, Ashton	Correspondence [REDACTED] [REDACTED].	0.3	730.00	219.00
04/14/25	Shah, Iqra	Reviewing case law in [REDACTED]	5.1	375.00	1,912.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		[REDACTED] [REDACTED].			
04/14/25	Turcott, Marie	Outlining bench brief.	0.1	510.00	51.00
04/14/25	Verhun, Alex	Reviewing Data Room APA and [REDACTED] [REDACTED].	2.9	375.00	1,087.50
04/15/25	Ahmad, Farrukh	Compiling and reviewing materials for data room; attending call with C. Hildebrand; attending to related matters.	1.6	435.00	696.00
04/15/25	Bourassa, Kelly	Reviewing draft letter to counsel to A. Stark; conferencing with C. Hildebrand [REDACTED].	0.5	1,095.00	547.50
04/15/25	Hildebrand, Claire	Considering issues [REDACTED]; reviewing research and draft memorandum [REDACTED]; reviewing and revising draft correspondence; considering next steps and upcoming court application.	4.0	775.00	3,100.00
04/15/25	Turcott, Marie	Attending to further drafting of bench brief.	1.4	510.00	714.00
04/16/25	Ahmad, Farrukh	Drafting memorandum [REDACTED]; reviewing Camrose partnership agreement; reviewing AFSC application and claim materials; [REDACTED]; reviewing letter from counsel to Swift Master; drafting [REDACTED]; corresponding with Blakes working group; attending call with C. Hildebrand; attending to related matters.	4.3	435.00	1,870.50
04/16/25	Bourassa, Kelly	Receiving and reviewing correspondence from counsel to Service Master; conferencing with Blakes working group [REDACTED]; receiving and reviewing correspondence from client and conferencing with client [REDACTED].	0.4	1,095.00	438.00
04/16/25	Hildebrand, Claire	Corresponding with client and stakeholders; drafting and reviewing correspondence to counsel for A. Stark; [REDACTED].	2.0	775.00	1,550.00
04/16/25	Turcott, Marie	Revising draft memorandum [REDACTED] [REDACTED].	2.2	510.00	1,122.00
04/17/25	Bourassa, Kelly	Attending to correspondences with client; receiving various updates; attending to e-mail	0.2	1,095.00	219.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		correspondence to counsel to Service Master; conferencing with C. Hildebrand.			
04/17/25	Hildebrand, Claire	Reviewing research and corresponding [REDACTED].	1.0	775.00	775.00
04/17/25	Shah, Iqra	Conducting research [REDACTED] [REDACTED]; drafting [REDACTED].	0.6	375.00	225.00
04/17/25	Turcott, Marie	Further drafting bench brief.	2.3	510.00	1,173.00
04/20/25	Turcott, Marie	Further drafting bench brief.	1.4	510.00	714.00
04/21/25	Bourassa, Kelly	Attending to various correspondences with counsel to A. Stark; reviewing research and analysis [REDACTED].	0.2	1,095.00	219.00
04/21/25	Hildebrand, Claire	Reviewing and revising memorandum to client; considering [REDACTED].	1.0	775.00	775.00
04/21/25	Shah, Iqra	Conducting research [REDACTED] [REDACTED]; drafting summary of findings.	0.3	375.00	112.50
04/21/25	Turcott, Marie	Revising draft memorandum to clients [REDACTED]; conducting and directing legal research [REDACTED].	4.5	510.00	2,295.00
04/22/25	Bourassa, Kelly	Reviewing memorandum [REDACTED] [REDACTED]; conferencing with C. Hildebrand [REDACTED]; receiving and reviewing correspondence from counsel to A. Stark	1.1	1,095.00	1,204.50
04/22/25	Hildebrand, Claire	Reviewing and revising draft memorandum to client; corresponding with counsel for A. Stark.	1.1	775.00	852.50
04/22/25	Shah, Iqra	Conducting research [REDACTED] [REDACTED] [REDACTED] drafting summary response.	0.5	375.00	187.50
04/22/25	Turcott, Marie	Revising and finalizing memorandum to client [REDACTED].	3.0	510.00	1,530.00
04/23/25	Ahmad, Farrukh	Reviewing application materials for upcoming May 13 application; [REDACTED] [REDACTED]; attending to related matters.	1.2	435.00	522.00



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Date: May 28, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/23/25	Bourassa, Kelly	Receiving and reviewing correspondence from counsel to J. Pechet.	0.1	1,095.00	109.50
04/23/25	Hildebrand, Claire	Corresponding with client [REDACTED]; considering analysis and documents [REDACTED].	0.5	775.00	387.50
04/24/25	Turcott, Marie	Further drafting bench brief for May 13 application.	2.2	510.00	1,122.00
04/24/25	Turcott, Marie	Revising and finalizing memorandum to client regarding [REDACTED].	3.6	510.00	1,836.00
04/25/25	Bourassa, Kelly	Conferencing with C. Hildebrand [REDACTED]; attending to various correspondences.	0.7	1,095.00	766.50
04/25/25	Hildebrand, Claire	Preparing for and attending call with client; corresponding [REDACTED].	1.7	775.00	1,317.50
04/25/25	Turcott, Marie	Further drafting bench brief for May 13 hearing; call with clients [REDACTED].	4.1	510.00	2,091.00
04/26/25	Turcott, Marie	Further drafting bench brief for May 13 hearing.	0.7	510.00	357.00
04/27/25	Turcott, Marie	Finalizing first draft of bench brief for May 13 hearing.	3.7	510.00	1,887.00
04/28/25	Bourassa, Kelly	Attending to various correspondences with counsel to A. Stark.	0.1	1,095.00	109.50
04/28/25	Hildebrand, Claire	Reviewing court materials for [REDACTED].	0.5	775.00	387.50
04/28/25	Malinovic, Stefan	Reviewing and revising draft purchase agreement; [REDACTED].	1.1	435.00	478.50
04/28/25	Menuz, Ashton	Reviewing and revising asset purchase agreement.	4.7	730.00	3,431.00
04/29/25	Ahmad, Farrukh	Revising application materials for May 13 application; drafting sealing order; reviewing prior Receiver reports; attending call with C. Hildebrand; corresponding with Blakes working group; attending to related matters.	3.6	435.00	1,566.00
04/29/25	Bourassa, Kelly	Preparing for and attending conference call with counsel to J. Pechet; preparing for and attending conference call with A. Stark and his counsel.	1.4	1,095.00	1,533.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/29/25	Cheng, Monica	Attending to working group e-mail correspondence and conducting preliminary review of APA [REDACTED].	0.4	910.00	364.00
04/29/25	Goldstone, Sydney	Reviewing and revising draft APA.	2.1	575.00	1,207.50
04/29/25	Hildebrand, Claire	Preparing for and attending call with client; preparing for and attending call with counsel for A. Stark; preparing court materials in [REDACTED]; corresponding with client [REDACTED].	4.3	775.00	3,332.50
04/29/25	Malinovic, Stefan	Reviewing and revising draft APA and coordinating with subject matter experts for additional comments; [REDACTED]; [REDACTED]; corresponding with subject matter experts [REDACTED].	2.5	435.00	1,087.50
04/29/25	Menuz, Ashton	Corresponding with S. Malinovic [REDACTED].	0.3	730.00	219.00
04/29/25	Turcott, Marie	Further drafting bench brief for May 13 hearing.	5.1	510.00	2,601.00
04/30/25	Ahmad, Farrukh	Attending call with C. Hildebrand; incorporating C. Hildebrand's comments in application materials; drafting correspondence to counsel to 2056986 Alberta Ltd.; attending to related matters.	1.7	435.00	739.50
04/30/25	Balkos, Elena	Reviewing and providing comments to draft APA for employment.	0.4	1,200.00	480.00
04/30/25	Bourassa, Kelly	Attending to correspondences with counsel to J. Pechet; conferencing with client and Blakes working group [REDACTED].	0.3	1,095.00	328.50
04/30/25	Goldstone, Sydney	Reviewing tax comments to draft APA.	0.3	575.00	172.50
04/30/25	Hildebrand, Claire	Drafting and revising court materials; corresponding with client [REDACTED]; [REDACTED]; reviewing and considering correspondence [REDACTED]; [REDACTED]; corresponding with client on [REDACTED].	3.0	775.00	2,325.00
04/30/25	Hussain, Zubair	Reviewing commitment letters with respect to the Stage West Theatre; drafting initial response [REDACTED].	1.1	775.00	852.50
04/30/25	Turcott, Marie	Further drafting bench brief for May 13 hearing; drafting letter to counsel to A. Stark	2.5	510.00	1,275.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		[REDACTED]			
Subtotal Fees for this Matter					\$ 116,518.00

Re: Receivership of Mayfield Investments Ltd. – Camrose Casino

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
04/01/25	Malinovic, Stefan	Attending to various closing matters.	2.3	435.00	1,000.50
04/01/25	Menuz, Ashton	Attending to closing matters.	1.0	730.00	730.00
04/01/25	Search Clerks - Calgary	Obtaining Alberta Corporate status certificate for Capital City Casinos Ltd.			0.00
04/01/25	Verhun, Alex	Corresponding with Blakes working group [REDACTED]; drafting closing index for transaction.	1.2	375.00	450.00
04/02/25	Malinovic, Stefan	Reviewing and revising closing book and [REDACTED].	0.4	435.00	174.00
04/02/25	Verhun, Alex	Continuing to update closing index; e-mail correspondence with S. Malinovic [REDACTED].	0.5	375.00	187.50
04/07/25	Verhun, Alex	Reviewing closing documents to finalize closing book.	0.9	375.00	337.50
04/08/25	Verhun, Alex	Reviewing closing deliverable timeliness and e-mail correspondence with S. Malinovic [REDACTED].	0.2	375.00	75.00
04/09/25	Verhun, Alex	Reviewing closing deliverables.	0.4	375.00	150.00
04/14/25	Malinovic, Stefan	Corresponding with client [REDACTED].	0.4	435.00	174.00
Subtotal of Fees for this Matter- Camrose Casino					\$ 3,278.50
Total Fees for this Matter					\$ 119,796.50



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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Ahmad, Farrukh	FAD	38.5	435.00	16,747.50
Balkos, Elena	EJB	0.4	1,200.00	480.00
Bourassa, Kelly	KELB	15.8	1,095.00	17,301.00
Cheng, Monica	MCHG	0.4	910.00	364.00
Goldstone, Sydney	SYDG	2.4	575.00	1,380.00
Hildebrand, Claire	CIH	36.3	775.00	28,132.50
Hussain, Zubair	ZHN	1.1	775.00	852.50
Malinovic, Stefan	SNMC	30.1	435.00	13,093.50
Menuz, Ashton	ANNM	6.8	730.00	4,964.00
Search Clerks - Calgary	CSECA	0.0	0.00	0.00
Shah, Iqra	QSHA	10.3	375.00	3,862.50
Turcott, Marie	MATX	59.4	510.00	30,294.00
Verhun, Alex	AVN	6.2	375.00	2,325.00
Total		207.7		\$ 119,796.50

Taxable Disbursement(s)

Certificate of Status	\$ 7.00	
Third Party Fees	45.75	
		\$ 52.75

Non-taxable Disbursement(s)

Filing Fee	\$ 2.00	
Third Party Fee - Non Taxable	5.00	
		\$ 7.00

Goods and Services Tax (5.0%) 5,992.47

Total Due for this Matter in Canadian Currency **\$ 125,848.72 CAD**

PER: _____
KELLY J. BOURASSA



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

May 30, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2518007
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
as set out in the attached printout:

BALANCE DUE IN CANADIAN CURRENCY

\$ 149,502.43 CAD

*** Terms: Due and Payable Upon Receipt ***	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

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Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

May 30, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2518007
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
during the period ended May 26, 2025, as follows:

	Total Fees	\$ 142,278.50
<u>Non-taxable Disbursement(s)</u>		
Filing Fee	\$ 110.00	
		<hr/> \$ 110.00
	Goods and Services Tax (5.0%)	7,113.93
	TOTAL DUE IN CANADIAN CURRENCY	\$ 149,502.43 CAD



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Re: Receivership of Mayfield Investments Ltd. (001414)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/01/25	Bourassa, Kelly	Attending to court materials for application dealing with lease agreement; conferencing with client; conferencing with Blakes working group; attending to correspondences with client.	1.6	1,095.00	1,752.00
05/01/25	Hildebrand, Claire	Preparing for and attending call with client; corresponding with client and others [REDACTED]; reviewing and revising draft materials.	3.1	775.00	2,402.50
05/01/25	Hussain, Zubair	Preparing for and attending meeting with K. Bourassa [REDACTED]; reviewing various documents provided by counsel to the Pechets [REDACTED]; drafting response e-mail to counsel to the Pechets for K. Bourassa.	4.3	775.00	3,332.50
05/01/25	Malinovic, Stefan	Preparing for and participating in call with C. Hildebrand [REDACTED] and revising draft APA accordingly; call with A. Menuz [REDACTED]; corresponding with L. Knibbs [REDACTED].	6.8	435.00	2,958.00
05/01/25	Menuz, Ashton	Conferencing with S. Malinovic [REDACTED].	0.7	730.00	511.00
05/01/25	Turcott, Marie	Continue drafting bench brief for May 13 hearing; finalizing exhibits for receiver's report; reviewing and considering draft receiver's report; [REDACTED].	6.9	510.00	3,519.00
05/02/25	Ahmad, Farrukh	Revising application materials to incorporate K. Bourassa comments; drafting sealing order; corresponding with Blakes working group; attending to related matters.	2.1	435.00	913.50
05/02/25	Bourassa, Kelly	Reviewing and revising draft correspondence to counsel to the Pechets; preparing for and attending conference call with counsel to A. Stark; drafting letter to AGLC; conferencing with client; reviewing and revising draft application and form of order.	3.0	1,095.00	3,285.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/02/25	Hildebrand, Claire	Reviewing and revising draft court materials.	3.9	775.00	3,022.50
05/02/25	Hussain, Zubair	Corresponding with the client [REDACTED] [REDACTED]; reviewing corporate searches [REDACTED] [REDACTED]; revising e-mail to counsel to the Pechets; conferring with K. Bourassa [REDACTED]; reviewing letter to the Alberta Gaming, Liquor & Cannabis Commission [REDACTED]	2.0	775.00	1,550.00
05/02/25	Malinovic, Stefan	Attending to further revisions of the draft APA [REDACTED] and A. Menuz and discussing A. Menuz, R. Perkins and M. Cheng.	1.7	435.00	739.50
05/02/25	Menuz, Ashton	Attending to correspondence [REDACTED] [REDACTED].	0.3	730.00	219.00
05/02/25	Perkins, Rodney	Corresponding with S. Malinovic [REDACTED] [REDACTED].	0.2	750.00	150.00
05/02/25	Turcott, Marie	Attending to further drafting and revising bench brief for May 13 hearing; providing comments and suggested revisions to draft receiver's report.	4.3	510.00	2,193.00
05/03/25	Bourassa, Kelly	Reviewing and providing comments to draft Fifth Report, confidential supplement to the Fifth Report; application and draft forms of order.	2.8	1,095.00	3,066.00
05/04/25	Ahmad, Farrukh	Revising application materials; corresponding with Blakes working group; attending to related matters.	2.1	435.00	913.50
05/04/25	Bourassa, Kelly	Attending to correspondences and conferencing with client and Blakes working group; further reviewing and providing comments to draft reports; reviewing [REDACTED] [REDACTED]; reviewing and revising draft brief.	5.3	1,095.00	5,803.50
05/04/25	Turcott, Marie	Revising and finalizing draft bench brief; attending call with clients [REDACTED] [REDACTED]; drafting letter to counsel to A. Stark regarding AGLC application.	5.8	510.00	2,958.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/05/25	Ahmad, Farrukh	Revising Receiver's Report; reviewing SISF; finalizing application materials; conferencing with M. Turcott; meeting with K. Bourassa; revising letter to court; revising letter to service list; corresponding with Blakes working group; attending to related matters.	3.3	435.00	1,435.50
05/05/25	Bourassa, Kelly	Further working on finalizing materials for May 13 application; attending to various correspondences with client and counsel to A. Stark regarding same and related matters; receiving and reviewing correspondence from counsel to A. Stark.	0.1	1,095.00	109.50
05/05/25	Norland, Megan	Revising citations in draft Bench Brief of the Receiver.	2.1		0.00
05/05/25	Turcott, Marie	Revising and finalizing brief and reports for filing.	4.6	510.00	2,346.00
05/06/25	Bourassa, Kelly	Attending to correspondences with client; telephone call to counsel to J. Pechet; reviewing and revising draft correspondence to counsel to A. Stark.	0.5	1,095.00	547.50
05/06/25	Malinovic, Stefan	Discussing draft APA with R. Perkins.	0.4	435.00	174.00
05/06/25	Perkins, Rodney	Telephone call with S. Malinovic to discuss particulars of purchase and sale transaction; reviewing and revising draft purchase agreement to incorporate real estate comments to same; reviewing and analyzing [REDACTED]; drafting [REDACTED].	2.4	750.00	1,800.00
05/06/25	Search Clerks - Calgary	Obtaining copy of titles.			40.00
05/06/25	Turcott, Marie	Considering letter from counsel to A. Stark and drafting response to same; begin drafting speaking notes for upcoming hearing.	1.4	510.00	714.00
05/07/25	Ahmad, Farrukh	Reviewing and analyzing [REDACTED]; reviewing [REDACTED] corresponding with Blakes working group.	1.2	435.00	522.00
05/07/25	Bourassa, Kelly	Attending to correspondences from AGLC; conferencing with client; conferencing with counsel to ATB; reviewing AFSC claim information and [REDACTED]; reviewing [REDACTED], drafting e-mail to counsel to J. Pechet;	3.0	1,095.00	3,285.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		reviewing and revising draft APA; reviewing and revising draft NDA.			
05/07/25	Knibbs, Lindsey	Reviewing, analyzing and revising form of APA; reviewing file materials; reviewing and responding to e-mail correspondence from S. Malinovic [REDACTED].	2.6	685.00	1,781.00
05/07/25	Malinovic, Stefan	Further revising draft APA to reflect comments obtained from real estate and employment experts; reviewing and revising SISP NDA; [REDACTED] with A. Menuz and K. Bourassa.	4.2	435.00	1,827.00
05/07/25	Perkins, Rodney	Reviewing and further revising draft purchase and sale agreement; e-mail correspondence with S. Malinovic [REDACTED].	0.9	750.00	675.00
05/07/25	Turcott, Marie	Considering letter from counsel to the Pechets to AGLC; continue drafting speaking notes for upcoming hearing.	0.6	510.00	306.00
05/08/25	Ahmad, Farrukh	Drafting AVO for data room; reviewing APA; reviewing [REDACTED]; corresponding with counsel to J. Pechet; corresponding with Blakes working group.	4.3	435.00	1,870.50
05/08/25	Bourassa, Kelly	Further reviewing and revising draft APA; conferencing with client and Blakes working group [REDACTED]; corresponding with counsel to J. Pechet; receiving and reviewing materials filed by counsel to A. Stark for lease hearing.	2.8	1,095.00	3,066.00
05/08/25	Malinovic, Stefan	Reviewing and revising draft APA to reflect K. Bourassa comments; [REDACTED]; K. Bourassa and A. Menuz; considering [REDACTED]; reviewing and revising draft NDA with respect to [REDACTED].	5.4	435.00	2,349.00
05/08/25	Turcott, Marie	Reviewing materials filed by A. Stark in response to Receiver's application; continuing drafting speaking notes.	2.4	510.00	1,224.00
05/09/25	Ahmad, Farrukh	Attending Teams meeting with client; reviewing SISP Order [REDACTED]; corresponding with client; corresponding with Blakes working group;	2.7	435.00	1,174.50



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Date: May 30, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		drafting [REDACTED]; reviewing application materials of A. Stark.			
05/09/25	Bourassa, Kelly	Working on questioning script; preparing for and attending conference call with the Receiver [REDACTED]; preparing for and conferencing with client [REDACTED]; further reviewing Stark materials; conferencing with counsel to ATB; conferencing with counsel to A. Stark; receiving and reviewing affidavit of L. Hoang, legal assistant at counsel to J. Pechet.	4.2	1,095.00	4,599.00
05/09/25	Malinovic, Stefan	Preparing for and participating in call with K. Bourassa, A. Menuz and the Receiver [REDACTED]; considering [REDACTED]	3.1	435.00	1,348.50
05/09/25	Menuz, Ashton	Attending call with client [REDACTED].	1.2	730.00	876.00
05/09/25	Perkins, Rodney	Conferencing with A. Menuz and S. Malinovic [REDACTED]; drafting provisions with respect to late interest payment; e-mail correspondence with S. Malinovic [REDACTED].	0.6	750.00	450.00
05/09/25	Turcott, Marie	Further drafting speaking notes; drafting questioning scripts for J. Morris and A. Stark.	5.0	510.00	2,550.00
05/10/25	Bourassa, Kelly	Attending to correspondences with counsel to A. Stark; reviewing and revising draft written interrogatories; conferencing with client and Blakes working group; reviewing materials and preparing for court hearing.	2.5	1,095.00	2,737.50
05/10/25	Turcott, Marie	Continuing drafting speaking notes for upcoming hearing; drafting written interrogatories for A. Stark and J. Morris.	4.1	510.00	2,091.00
05/11/25	Bourassa, Kelly	Finalizing and sending written interrogatories; reviewing and providing comments to supplemental report.	2.7	1,095.00	2,956.50
05/11/25	Turcott, Marie	Continue drafting speaking notes for upcoming hearing; drafting written interrogatories for A. Stark and J. Morris.	0.5	510.00	255.00
05/12/25	Ahmad, Farrukh	Revising AVO and [REDACTED]	3.8	435.00	1,653.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		██████ revising orders; attending to application matters; drafting letters to court and service list; attending all-hands Teams call; attending to related matters; corresponding with Blakes working group.			
05/12/25	Bourassa, Kelly	Further reviewing and revising draft template AVO; preparing for court hearing; working on finalizing Receiver's supplemental report; conferencing with counsel to ATB; conferencing with client; attending to various correspondences with counsel to A. Stark and counsel to J. Pechet.	3.6	1,095.00	3,942.00
05/13/25	Ahmad, Farrukh	Corresponding with Blakes working group; attending to application matters; reviewing interrogatories; corresponding with counsel to Acera regarding tolling agreement.	0.4	435.00	174.00
05/13/25	Bourassa, Kelly	Attending to correspondences with the commercial coordinator; attending to correspondences with counsel to A. Stark; attending to various other correspondences; attending to adjourning and rescheduling hearing; considering ██████████.	0.6	1,095.00	657.00
05/13/25	Turcott, Marie	Drafting questioning script for A. Stark and J. Morris.	4.0	510.00	2,040.00
05/14/25	Turcott, Marie	Attending to further drafting of questioning scripts for A. Stark and J. Morris.	3.0	510.00	1,530.00
05/15/25	Ahmad, Farrukh	Finalizing Tolling Agreement; corresponding with counsels of Insurers, Brokers, and Crawford; corresponding with client; reviewing affidavit of A. Stark; reviewing ██████████; attending to related matters.	1.8	435.00	783.00
05/15/25	Bourassa, Kelly	Reviewing and revising questioning scripts; conferencing with counsel to A. Stark; preparing for questionings; receiving and reviewing application of ServiceMaster relating to its builders' lien.	4.6	1,095.00	5,037.00
05/15/25	Turcott, Marie	Reviewing and considering further affidavit of A. Stark; continuing drafting and revising questioning script for A. Stark and J. Morris; finalizing documents for reference in questioning.	3.9	510.00	1,989.00
05/16/25	Bourassa, Kelly	Preparing for and attending questioning of J.	6.2	1,095.00	6,789.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		Morris and A. Stark; attending to follow along matters and correspondences; conferencing with the court reporter.			
05/16/25	Turcott, Marie	Preparing for and attending questioning of A. Stark and J. Morris; drafting letter to counsel to A. Stark regarding data room.	5.7	510.00	2,907.00
05/17/25	Bourassa, Kelly	Attending to e-mails to and from counsel to A. Stark; conferencing with client [REDACTED].	0.3	1,095.00	328.50
05/18/25	Bourassa, Kelly	Reviewing transcripts from questioning of A. Stark and J. Morris; attending to correspondences with counsel to A. Stark; reviewing updated sealing order.	2.3	1,095.00	2,518.50
05/18/25	Turcott, Marie	Reviewing transcripts from questionings of A. Stark and J. Morris; revising speaking notes for upcoming application hearing.	1.1	510.00	561.00
05/19/25	Turcott, Marie	Further reviewing transcripts from questionings of A. Stark and J. Morris; revising speaking notes for upcoming application hearing.	1.6	510.00	816.00
05/20/25	Ahmad, Farrukh	Drafting letter to counsel to ServiceMaster; drafting letters to court and service list; reviewing transcript for redactions; corresponding with counsel to ServiceMaster; corresponding with Blakes working group; corresponding with client; attending to related matters.	2.8	435.00	1,218.00
05/20/25	Bourassa, Kelly	Reviewing and revising draft letter to counsel to ServiceMaster; reviewing materials and preparing for court hearing; preparing for and attending questioning of Jason Pechet on certain affidavits; telephone call from counsel to ATB.	2.9	1,095.00	3,175.50
05/20/25	Turcott, Marie	Attending questioning of J. Pechet; reviewing and considering responses to undertakings from A. Stark and J. Morris; revising speaking notes; preparing for upcoming hearing.	2.6	510.00	1,326.00
05/21/25	Ahmad, Farrukh	Revising form of Orders; corresponding with Blakes working group; attending to application related matters; reviewing ServiceMaster materials.	1.6	435.00	696.00
05/21/25	Bourassa, Kelly	Preparing for and attending court hearing regarding lease renewal; attending to related	7.1	1,095.00	7,774.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		matters; conferencing with client; attending to correspondences from counsel to ServiceMaster; reviewing application materials			
05/21/25	Turcott, Marie	Preparing for and attending hearing before Justice Harris.	5.0	510.00	2,550.00
05/22/25	Ahmad, Farrukh	Attending Teams call with counsel to ServiceMaster; attending Teams call with client; drafting ServiceMaster Tolling Agreement; reviewing ServiceMaster application materials and affidavits; drafting memo [REDACTED]; revising ServiceMaster Tolling Agreement to incorporate K. Bourassa's comments; corresponding with Blakes working group; corresponding with client; corresponding with counsel to ServiceMaster; attending to related matters.	6.3	435.00	2,740.50
05/22/25	Bourassa, Kelly	Preparing for and attending conference call with counsel to ServiceMaster; conferencing with client [REDACTED]; attending to correspondences from counsel to A. Stark; attending to correspondences from counsel to H. Pechet.	1.4	1,095.00	1,533.00
05/22/25	Turcott, Marie	Reviewing and considering letter from counsel to A. Stark regarding data room documents and other matters; drafting response to same.	1.0	510.00	510.00
05/23/25	Ahmad, Farrukh	Drafting e-mail memo [REDACTED]; reviewing [REDACTED]; revising Tolling Agreement with ServiceMaster; corresponding with Blakes working group; corresponding with client.	3.7	435.00	1,609.50
05/23/25	Bourassa, Kelly	Attending to correspondences from counsel to ATM Systems [REDACTED]; reviewing summary [REDACTED] and making further enquiries of F. Ahmad [REDACTED]; reviewing and revising draft tolling agreement; conferencing with counsel to [REDACTED].	0.5	1,095.00	547.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/25/25	Bourassa, Kelly	Reviewing and revising draft letter to counsel to A. Stark.	0.5	1,095.00	547.50
05/25/25	Turcott, Marie	Revising draft letter in response to letter from counsel to A. Stark [REDACTED]; [REDACTED]; correspondence to client [REDACTED].	0.2	510.00	102.00
05/26/25	Ahmad, Farrukh	Revising draft order based on decision of the Court; attending before Justice Harris to receive oral decision; corresponding with Blakes working group.	1.4	435.00	609.00
05/26/25	Bourassa, Kelly	Attending to correspondences with client; finalizing letter to counsel to A. Stark; attending to correspondences with the Receiver; attending before Justice Harris to receive decision from last week's hearing; reviewing and revised draft order	1.9	1,095.00	2,080.50
05/26/25	Turcott, Marie	Attending court virtually to receive reasons for judgement of Justice Harris; correspondence regarding [REDACTED].	0.8	510.00	408.00
Subtotal Fees for this Matter				\$ 141,551.00	

Re: Receivership of Mayfield Investments Ltd. – Camrose Casino

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/22/25	Malinovic, Stefan	Finalizing closing book with respect to Camrose Casino transaction; corresponding with A. Verhun and opposing counsel [REDACTED].	1.5	435.00	652.50
05/22/25	Verhun, Alex	Corresponding with counsel to the Camrose Casino Purchaser regarding outstanding items.	0.2	375.00	75.00
Subtotal Fees for this Matter – Camrose Casino				\$727.50	
Total Fees for this Matter				\$142,278.50	



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Date: May 30, 2025
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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Ahmad, Farrukh	FAD	37.5	435.00	16,312.50
Bourassa, Kelly	KELB	60.4	1,095.00	66,138.00
Hildebrand, Claire	CIH	7.0	775.00	5,425.00
Hussain, Zubair	ZHN	6.3	775.00	4,882.50
Knibbs, Lindsey	LDKS	2.6	685.00	1,781.00
Malinovic, Stefan	SNMC	23.1	435.00	10,048.50
Menuz, Ashton	ANNM	2.2	730.00	1,606.00
Norland, Megan	MJNX	2.1	370.00	0.00
Perkins, Rodney	RDPK	4.1	750.00	3,075.00
Search Clerks - Calgary	CSECA	0.0	0.00	40.00
Turcott, Marie	MATX	64.5	510.00	32,895.00
Verhun, Alex	AVN	0.2	375.00	75.00
Total		210.0		\$ 142,278.50

Non-taxable Disbursement(s)

Filing Fee

\$ 110.00

\$ 110.00

Goods and Services Tax (5.0%)

7,113.93

Total Due for this Matter in Canadian Currency

\$ 149,502.43 CAD

PER: _____
KELLY J. BOURASSA



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

June 30, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2523856
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
as set out in the attached printout:

BALANCE DUE IN CANADIAN CURRENCY

\$ 42,148.95 CAD

*** Terms: Due and Payable Upon Receipt ***	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	

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Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

INVOICE

Please write invoice
number(s) on cheque

June 30, 2025

Ernst & Young Inc.
Calgary City Centre
2200-215 2nd Street SW
Calgary, AB T2P 1M4
Canada

Invoice:
Billing Lawyer
HST/GST No.:
Client:
Matter:

2523856
Bourassa, Kelly
R119396778
00008431
001414

Attention: Peter Chisholm

Re: Receivership of Mayfield Investments Ltd.

FOR PROFESSIONAL SERVICES RENDERED
during the period ended June 15, 2025, as follows:

	Total Fees	\$ 39,110.50
<u>Taxable Disbursement(s)</u>		
Duplicating	\$ 885.50	
Land Title Searches	20.00	
Postage	82.04	
Transcript	20.00	
		\$ 1,007.54
<u>Non-taxable Disbursement(s)</u>		
Filing Fee	\$ 25.00	
		\$ 25.00
	Goods and Services Tax (5.0%)	2,005.91
TOTAL DUE IN CANADIAN CURRENCY		\$ 42,148.95 CAD



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Re: Receivership of Mayfield Investments Ltd. (001414)

Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
05/02/25	Cheng, Monica	Considering and revising tax comments.	0.5	910.00	455.00
05/02/25	Goldstone, Sydney	Receiving instructions from M. Cheng; reviewing and revising purchase and sale agreement.	1.1	435.00	478.50
05/21/25	Hildebrand, Claire	Preparing for and attending call with client.	0.4	775.00	310.00
05/27/25	Ahmad, Farrukh	Finalizing Order for Advice and Directions; corresponding with Blakes working group; attending to filing and related matters.	0.7	435.00	304.50
05/27/25	Bourassa, Kelly	Attending to correspondences; finalizing form of order and attending to matters regarding same.	0.2	1,095.00	219.00
05/28/25	Ahmad, Farrukh	Finalizing Tolling Agreement; attending call with J. Heagy; corresponding with counsel to ServiceMaster; corresponding with Blakes working group; attending to related matters.	1.6	435.00	696.00
05/28/25	Bourassa, Kelly	Attending to correspondences with the Court and the Receiver; conferencing with counsel to ServiceMaster.	0.5	1,095.00	547.50
05/28/25	Turcott, Marie	Attending to correspondence with the Court regarding scheduling of sealing order application.	0.6	510.00	306.00
05/29/25	Ahmad, Farrukh	Attending Teams call with Blakes working group; attending call with counsel to ServiceMaster; receiving and reviewing decision of Justice Harris; preparing materials for costs submissions; corresponding with Blakes working group.	3.7	435.00	1,609.50
05/29/25	Bourassa, Kelly	Receiving and reviewing brief filed by Camrose Regional Exhibition; attending to correspondences with counsel to ServiceMaster; receiving and reviewing decision of Justice Harris.	0.8	1,095.00	876.00
05/29/25	Hildebrand, Claire	Considering next steps regarding [REDACTED] and conferencing with Blakes team regarding the same.	0.9	775.00	697.50
05/29/25	Turcott, Marie	Considering and analyzing [REDACTED]; internal Blakes team call regarding [REDACTED]; correspondence regarding rescheduling	1.9	510.00	969.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		sealing order application.			
05/30/25	Ahmad, Farrukh	Conducting legal research; reviewing decision of Justice Harris; drafting [REDACTED]; revising notice to media; attending call with C.Hildebrand; revising costs materials; meeting with K. Bourassa; corresponding with Blakes working group.	4.3	435.00	1,870.50
05/30/25	Bourassa, Kelly	Attending to various correspondences.	0.2	1,095.00	219.00
05/30/25	Hildebrand, Claire	Considering next steps regarding [REDACTED] and corresponding regarding the same.	0.5	775.00	387.50
05/30/25	Menuz, Ashton	Attending to follow-up regarding books and records delivery for Camrose Casino transaction; reviewing correspondence [REDACTED].	0.4	730.00	292.00
05/30/25	Turcott, Marie	Attending to correspondences regarding rescheduled sealing order application and notice to media; updating speaking notes for same; reviewing and considering written reasons for judgment of Justice Harris.	0.5	510.00	255.00
06/02/25	Ahmad, Farrukh	Coordinating sealing order application and notice of media matters; reviewing draft AVO; corresponding with Blakes working group; attending to related matters.	1.7	435.00	739.50
06/02/25	Hildebrand, Claire	Reviewing and considering correspondence from client [REDACTED]; corresponding with the client [REDACTED]; corresponding with counsel for A. Stark; preparing for and attending call with client.	1.8	775.00	1,395.00
06/02/25	Turcott, Marie	Preparing materials for upcoming sealing order application; revising speaking notes for same; reviewing and considering research [REDACTED]; considering further research required.	2.5	510.00	1,275.00
06/03/25	Ahmad, Farrukh	Revising bill of costs materials; reviewing prior precedents; corresponding with Blakes working group.	0.8	435.00	348.00
06/03/25	Hildebrand, Claire	Preparing for and attending call with counsel for A. Stark; corresponding with client [REDACTED].	0.9	775.00	697.50
06/03/25	Turcott, Marie	Considering approach [REDACTED];	0.4	510.00	204.00



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
		correspondence regarding upcoming hearing.			
06/04/25	Ahmad, Farrukh	Attending to sealing order application matters; attending call with M. Turcott; revising sealing order; corresponding with Blakes working group.	0.8	435.00	348.00
06/04/25	Turcott, Marie	Finalizing materials for submission and filing regarding sealing order application; revising speaking notes for application.	1.5	510.00	765.00
06/05/25	Ahmad, Farrukh	Drafting e-mail memorandum; reviewing bill of costs materials and invoices; attending call with M. Turcott; corresponding with Blakes working group.	4.2	435.00	1,827.00
06/05/25	Hildebrand, Claire	Reviewing and revising draft correspondence from client; corresponding with counsel for A. Stark and others [REDACTED]; corresponding with client [REDACTED].	1.4	775.00	1,085.00
06/05/25	Turcott, Marie	Preparing for sealing order application; directing further research [REDACTED].	1.1	510.00	561.00
06/06/25	Ahmad, Farrukh	Drafting letter to counsel to Travelers regarding [REDACTED]; reviewing application materials; attending call with C. Hildebrand; drafting e-mail memorandum to client; corresponding with counsel to ServiceMaster; corresponding with client; corresponding with Blakes working group; attending to related matters.	4.8	435.00	2,088.00
06/06/25	Hildebrand, Claire	Preparing for and attending court hearing; corresponding with client regarding [REDACTED]; considering [REDACTED]; revising and finalizing correspondence regarding the same.	1.1	775.00	852.50
06/06/25	Turcott, Marie	Preparing for and making submissions at application for sealing order; reviewing draft bill of costs arising from application for declaratory relief.	1.8	510.00	918.00
06/07/25	Ahmad, Farrukh	Receiving and reviewing correspondence from counsel to Camrose Regional Exposition Society; reviewing [REDACTED]; corresponding with Blakes working group.	0.4	435.00	174.00
06/08/25	Bourassa, Kelly	Attending to correspondences from counsel to Camrose Regional Exposition.	0.1	1,095.00	109.50



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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
06/09/25	Loughlin, Spencer	Conferencing with Blakes working group [REDACTED].	1.4	570.00	798.00
06/09/25	Menuz, Ashton	Conferencing with S. Loughlin and R. Lee [REDACTED].	0.9	730.00	657.00
06/09/25	Turcott, Marie	Revising draft bills of costs arising from application for declaratory relief.	0.5	510.00	255.00
06/10/25	Ahmad, Farrukh	Reviewing and receiving correspondence from client; corresponding with Blakes working group; reviewing updated bill of costs; attending to related matters.	1.4	435.00	609.00
06/10/25	Shah, Iqra	Conducting research [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].	2.8	375.00	1,050.00
06/10/25	Turcott, Marie	Revising draft bills of costs arising from application for declaratory relief; corresponding with I. Shah [REDACTED] [REDACTED].	1.0	510.00	510.00
06/11/25	Loughlin, Spencer	Reviewing correspondence regarding the PSA.	0.4	570.00	228.00
06/11/25	Shah, Iqra	Meeting with M. Turcott to discuss further research [REDACTED]; attending to preliminary review of [REDACTED].	1.4	375.00	525.00
06/12/25	Ahmad, Farrukh	Receiving and reviewing background materials for July 10 application; corresponding with C. Hildebrand; attending to related matters.	1.3	435.00	565.50
06/12/25	Bourassa, Kelly	Attending conference call with potential bidders and Avison Young; attending to various correspondences regarding [REDACTED] [REDACTED].	1.0	1,095.00	1,095.00
06/12/25	Loughlin, Spencer	Reviewing correspondence regarding the PSA.	0.3	570.00	171.00
06/12/25	Menuz, Ashton	Attending to correspondence regarding [REDACTED] [REDACTED].	0.3	730.00	219.00



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Date: June 30, 2025
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Date (m/d/y)	Timekeeper	Description	Hours	Rate	Amount (\$)
06/12/25	Shah, Iqra	Conducting research [REDACTED]; drafting and revising memorandum [REDACTED].	2.7	375.00	1,012.50
06/12/25	Turcott, Marie	Drafting brief of receiver for sale approval application; preparing for and attending call with A. Stark, Legacy representatives and EY.	3.9	510.00	1,989.00
06/13/25	Ahmad, Farrukh	Reviewing and summarizing [REDACTED]; reviewing revised Tolling Agreement; drafting e-mail memorandums to C. Hildebrand; drafting correspondence to client; corresponding with Blakes working group; attending to related matters.	3.3	435.00	1,435.50
06/13/25	Lee, Rayleigh Minhyu	Reviewing bids submitted in SISP.	2.1	545.00	1,144.50
06/13/25	Loughlin, Spencer	Reviewing incoming bid submissions.	0.7	570.00	399.00
06/13/25	Search Clerks - Calgary	Filing Order in King's Bench Court action 2403-12343.			20.00
06/13/25	Turcott, Marie	Further drafting brief of receiver for sale approval application; considering case authorities [REDACTED]; internal Blakes meeting to discuss [REDACTED].	3.1	510.00	1,581.00
06/14/25	Lee, Rayleigh Minhyu	Further reviewing bids, including terms and conditions, for compliance to the SISP.	1.4	545.00	763.00
06/15/25	Turcott, Marie	Further drafting brief of receiver for sale approval application and considering case authorities [REDACTED].	0.4	510.00	204.00
Total Fees for this Matter					\$ 39,110.50

Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Ahmad, Farrukh	FAD	29.0	435.00	12,615.00
Bourassa, Kelly	KELB	2.8	1,095.00	3,066.00
Cheng, Monica	MCHG	0.5	910.00	455.00
Goldstone, Sydney	SYDG	1.1	435.00	478.50



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Matter Timekeeper Summary	ID	Hours	Rate (\$)	Amount (\$)
Hildebrand, Claire	CIH	7.0	775.00	5,425.00
Lee, Rayleigh Minhyu	RML	3.5	545.00	1,907.50
Loughlin, Spencer	SRLN	2.8	570.00	1,596.00
Menuz, Ashton	ANNM	1.6	730.00	1,168.00
Search Clerks - Calgary	CSECA	0.0	0.00	20.00
Shah, Iqra	QSHA	6.9	375.00	2,587.50
Turcott, Marie	MATX	19.2	510.00	9,792.00
Total		74.4		\$ 39,110.50

Taxable Disbursement(s)

Duplicating	\$ 885.50	
Land Title Searches	20.00	
Postage	82.04	
Transcript	20.00	
		\$ 1,007.54

Non-taxable Disbursement(s)

Filing Fee	\$ 25.00	
		\$ 25.00

Goods and Services Tax (5.0%) 2,005.91

Total Due for this Matter in Canadian Currency **\$ 42,148.95 CAD**

PER: _____
KELLY J. BOURASSA

This is **Exhibit "D"** referred to in the

Affidavit of Joshua Heagy

sworn before me
this 7th day of July, 2025



A Commissioner for Oaths in and for Alberta

Farrukh Ahmad
Barrister & Solicitor

SUMMARY OF INVOICES OF BLAKE, CASSELS & GRAYDON LLP
(Period from February 1, 2025 to June 15, 2025)

Invoice No.	Period Ending	Fees	Disb. Subject to GST	Disb. Not Subject to GST	Subtotal	GST	Total	Hours
2523857	February 28, 2025	\$199,493.00	\$465.24	\$125.00	\$200,083.24	\$9,997.91	\$210,081.15	304.4
2508979	March 31, 2025	\$97,639.00	\$2,759.55	\$20.00	\$100,418.55	\$5,019.93	\$105,438.48	168.0
2517568	April 30, 2025	\$119,796.50	\$52.75	\$7.00	\$119,856.25	\$5,992.47	\$125,848.72	207.7
2518007	May 16, 2025	\$142,278.50	\$0.00	\$110.00	\$142,388.50	\$7,113.93	\$149,502.43	210.0
2523856	June 15, 2025	\$39,110.50	\$1,007.54	\$25.00	\$40,143.04	\$2,005.91	\$42,148.95	74.4
	Totals:	\$598,317.50	\$4,285.08	\$287.00	\$602,889.58	\$30,130.15	\$633,019.73	964.5

Average Hourly Rate: \$620.34