**This is Exhibit "M" referred to in the Affidavit of Ingo Mueller Sworn before me this 8th of August, 2026**

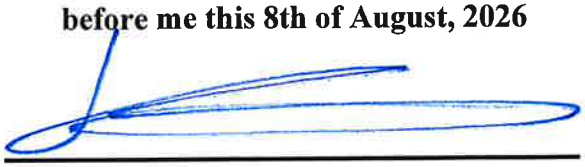


**A Notary Public in and for the Province of Alberta**

Preet Saini
Barrister & Solicitor

| Convertible Notes | | |
|---|---|---|
| **Holder** | **Principal** | **Issuance Date** |
| Oasis Capital, LLC | USD $500,000 | 12/14/2021 |
| Bigger Capital Fund, LP | USD $1,000,000 | 12/21/2021 |
| District 2 Capital Fund, LP | USD $1,000,000 | 12/21/2021 |
| GPL Ventures LLC | USD $500,000 | 12/21/2021 |
| Li Te-Wei | USD $50,000 | 1/14/2022 |
| James Balk | USD $10,000 | 1/14/2022 |
| 1367054 Alberta Ltd. | CAD $488,892.45 | 5/27/2022 |
| Grzegorz Ombach | USD $100,000 | 9/12/2022 |
| Bigger Capital Fund, LP | USD $200,000 | 3/5/2025 |
| District 2 Capital Fund LP | USD $200,000 | 3/5/2025 |

**This is Exhibit "N" referred to in the Affidavit of Ingo Mueller Sworn before me this 8th of August, 2026**



**A Notary Public in and for the Province of Alberta**

**Preet Saini**
Barrister & Solicitor

**ADVEN INC.**

**UNSECURED PROMISSORY NOTE PURCHASE AGREEMENT** 2/15/2025

This Securities Purchase Agreement (this "**Agreement**") is dated August [●], 2024 between Adven Inc., an Alberta corporation (the "**Corporation**"), and the purchaser identified in Annex A hereto (an "**Investor**" or a "**Holder**");

**WHEREAS,** the Investor wish to purchase from the Corporation, and the Corporation wishes to sell and issue to the Investor, (i) unsecured promissory notes of the Corporation (the "**Notes**"), in the form of Schedule A, and (ii) common share purchase warrants in the form of Schedule B (each a "**Warrant**" and collectively, the "**Warrants**"), each on the terms set forth in this Agreement (the "**Offering**"); and

**WHEREAS**, the Corporation and the Investor are executing and delivering this Agreement in reliance upon (i) an exemption from the prospectus requirement of the *Securities Act* (Alberta) (the "**Alberta Securities Act**"), afforded by National Instrument 45-106 ("**NI 45-106**"), or (ii) an exemption from securities registration requirements of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), afforded by the provisions of Section 4(a)(2) and/or Rule 506(b) of Regulation D promulgated thereunder by the U.S. Securities and Exchange Commission.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Corporation and the Investor agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.01 Definitions.

In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings set forth in this Agreement:

"Accredited Investor Certificate" means the form of certificate confirming the Investor's status as either (i) a Canadian Accredited Investor, or (ii) a United States Accredited Investor, in the form provided by the Corporation to the Investor concurrent with the execution of this Agreement.

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the U.S. Securities Act.

"Alberta Securities Act" shall have the meaning ascribed to such term in the recitals.

"Board of Directors" means the board of directors of the Corporation.

"Business Day" means any day except Saturday, Sunday, or any day which is a legal holiday in the Province of Alberta or any day on which banking institutions in the Province of Alberta of are authorized or required by law or other governmental action to close. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

"Canadian Accredited investor" means an investor that qualifies as an "accredited investor" under Section 1.1 of National Instrument 45-106 of the Canadian Securities legislation;

"Canadian Securities Legislation" means the statutes and the other instruments listed in Appendix B of National Instrument 14-101 - *Definitions.*

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.01.

"Closing Date" means for any Securities, the Business Day when all of the Transaction Documents for such Securities have been executed and delivered by the applicable parties thereto, and conditions precedent to (ii) the Investor's obligations to pay the Subscription Price and (ii) the Corporation's obligations to deliver such Securities have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Shares" means the common shares in the capital of the Corporation.

"Initial Public Offering" means a public offering of Common Shares (or units consisting of Common Shares and warrants to purchase Common Shares) under the Securities Act or other form of going public transaction resulting in the listing for trading of the Common Shares on a Trading Market;

"IPO Price" means the public offering price of the Common Shares in an Initial Public Offering, provided that if the Initial Public Offering is by way of a reverse takeover transaction, the IPO Price will be the deemed price per Common Share in such transaction;

"Liens" shall mean a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning ascribed to such term in Section 3.01(a).

"Maximum Offering Amount" means an aggregate Subscription Price of up to one million two hundred fifty thousand U.S. Dollars ($1,250,000) or such other amount as approved by the Corporation.

"NI 45-106" shall have the meaning ascribed to such term in the recitals.

"Note" or "Notes" shall have the meaning ascribed to such term in the recitals.

"Note Certificate" means the certificate evidencing the Notes, in the form of Schedule A attached hereto, provided to the Investor on the Closing Date.

"OID" shall have the meaning ascribed to such term under Section 2.01.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Principal Amount" means the original principal sum of the Notes.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Risk Acknowledgement Form" means a risk acknowledgement Form 45-106F9 to be executed and delivered by Canadian Accredited Investors who are individuals, as prescribed under Canadian Securities Legislation.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the U.S. Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities" means the Notes and the Warrants.

"State Securities Laws" the securities (blue sky) rules, regulations or other similar laws of a particular state.

"Subscription Price" means the aggregate purchase price to be paid for Securities purchased hereunder as specified by the Investor under Annex A, in immediately available funds which will equal the Principal Amount of the Notes purchased subtracted by the OID.

"Termination Date" means August 31, 2024 or such later date determined by the Corporation.

"Trading Market" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading in the United States or Canada on the date in question and includes, without limitation, the NYSE, the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the OTC Bulletin Board, OTCQB or the Pink Sheets (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Note Certificate, the Warrant Certificate, and all appendices, exhibits and schedules hereto and thereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Underlying Securities" means the Warrants and the Warrant Shares.

"U.S. Accredited Investor" means an investor that meets the definition of an "accredited investor" under Rule 501 of Regulation D of the U.S. Securities Act.

"U.S. Securities Act" shall have the meaning ascribed to such term in the recitals.

"Warrants" means the warrants issued by the Corporation to the Investor.

"Warrant Certificate" means the certificate evidencing the Warrants, in the form of Schedule B attached hereto, provided to the Investor on the Closing Date.

"Warrant Shares" means the Common Shares issuable upon the exercise of the Warrants.

**ARTICLE II**
**PURCHASE AND SALE**

Section 2.01 Purchase of Promissory Notes.

Upon the terms and subject to the conditions set forth herein, the Corporation agrees to sell, and the Investor agrees to purchase such principal amount of Notes subscribed for pursuant to Annex A. The parties hereby agree that the Notes will be sold at a Subscription Price equal to 100% of the Principal Amount of the Notes.

Section 2.02 Warrant Coverage.

Concurrent with the purchase of the Notes pursuant to Section 2.01 above, the Corporation shall issue to the Investor a Warrant that shall entitle the Investor to purchase, in aggregate, a number of Common Shares equal to 100% of the aggregate Principal Amount of the Notes purchased by the Investor at an exercise price that is equal to 125% of the IPO Price. The Warrants shall be represented by the Warrant Certificate, and the Investor hereby agrees to be bound by such terms and conditions as set out in the Warrant Certificate delivered to the Investor on the Closing Date.

Section 2.03 Closing.

On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Investor shall deliver, via wire transfer to a bank account specified by the corporation, immediately available funds equal to the Investor's aggregate Subscription Price to the Corporation against delivery by the Corporation of the Note Certificate and the Warrant Certificate. The Corporation and the Investor shall deliver the other items set forth in Section 2.04 deliverable at the Closing. The Corporation may conduct multiple closings for the sale of the Securities until it has received the Maximum Offering Amount, provided that the Closing under this Agreement will not be contingent upon the closing of any other subscriptions under the Offering or any minimum subscription amount. The Closing Date for any Securities shall be the date indicated on the applicable Investor signature pages attached hereto and the final Closing Date shall be no later than the Termination Date.

Section 2.04 Closing Deliverables.

(a) By the Investor. On or prior to the Closing Date, the Investor shall deliver or cause to be delivered to the Corporation the following:

(i) this Agreement, including a fully completed Annex A attached hereto, duly executed the Investor;

(ii) the Subscription Price by wire transfer to the Corporation pursuant to the wiring instructions set forth in Annex A; and

(iii) a duly completed and signed Accredited Investor Certificate, and, if an individual Canadian Accredited Investor, a Risk Acknowledgement Form, along with such other duly completed and signed questionnaires as may be requested by the Corporation.

(b) By the Corporation. On or prior to the Closing Date, the Corporation shall deliver or cause to be delivered to the Investor the following:

(i) this Agreement, duly executed by an authorized officer of behalf of the Corporation;

(ii) the Note Certificate; and

(iii) the Warrant Certificate.

Section 2.05 Closing Conditions.

(a) The obligations of the Corporation hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects on the Closing Date of the Investor's representations and warranties contained herein;

(ii) all obligations, covenants and agreements of the Investor required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by the Investor of the items set forth in Section 2.04(a) of this Agreement.

(b) The obligations of the Investor hereunder in connection with the Closing are subject to the following conditions being met (it being understood that the Corporation may waive any of the conditions for any Closing hereafter):

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Corporation contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Corporation required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Corporation of the items set forth in Section 2.04(b) of this Agreement; and

(iv) there shall have been no Material Adverse Effect with respect to the Corporation since the date hereof.

(c) The wiring instructions for the Corporation shall be as set forth in Annex A.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of the Corporation.

The Corporation hereby makes the following representations and warranties to the Investor as of the date hereof:

(a) Organization and Qualification. The Corporation is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Corporation is not in violation or default of any of the provisions of its certificate of incorporation, bylaws or other organizational or charter documents. The Corporation is duly qualified to conduct business and is in good standing in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Corporation, taken as a whole, or (iii) a material adverse effect on the Corporation's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement. The Corporation has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents by the Corporation and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Corporation and no further action is required by the Corporation or the Board of Directors. Each Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Corporation and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) No Conflicts. The execution, delivery and performance by the Corporation of the Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the other transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Corporation's certificate of incorporation, bylaws or other organizational or charter documents, (ii) conflict with,

or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Corporation, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Corporation debt or otherwise) or other understanding to which the Corporation is a party or by which any property or asset of the Corporation is bound or affected, or (iii), conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Corporation is subject, or by which any property or asset of the Corporation is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(d) Filings, Consents and Approvals. The Corporation is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, provincial, territorial, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Corporation of the Transaction Documents.

(e) Issuance of the Warrant Shares. The Warrant Shares, when issued in accordance with the terms of the Warrant Certificate, will be validly issued, fully paid and non-assessable Common Shares, free and clear of all Liens other than restrictions on transfer provided for by applicable securities law.

Section 3.02 Representations and Warranties of the Investor.

The Investor, for itself and for no other Investor, hereby represents and warrants as of the date hereof and as of the Closing Date to the Corporation as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Authority; Organization. The Investor has full power and authority (and, if such Investor is an individual, the capacity) to enter into this Agreement and to perform all obligations required to be performed by it hereunder. If an entity, the Investor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Investor of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate or similar action on the part of such Investor. Each Transaction Document to which it is a party has been duly executed by such Investor, and when delivered by such Investor in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Investor, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. The Investor understands that the Securities are "restricted securities" and have not been (i) qualified for distribution by way of prospectus under Canadian Securities Legislation, or registered under the U.S. Securities Act or any applicable State Securities Law, and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of Canadian Securities Legislation, the U.S. Securities Act or any applicable State Securities Law; (ii) has no present intention of distributing any of such Securities in violation of Canadian Securities Legislation the U.S. Securities Act or any applicable State Securities Law; and (iii) has no direct or indirect arrangement or understandings with any other Persons to distribute or regarding the distribution of such Securities (this representation and warranty not limiting the Investor's right to sell the Securities in compliance with applicable Canadian Securities Legislation or U.S. federal securities laws and State Securities Laws) in violation of Canadian Securities Legislation, the U.S. Securities Act or any applicable State Securities Law. The Investor is acquiring the Securities hereunder in the ordinary course of its business.

(c) Non-Transferrable. Such Investor agrees: (A) that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to the prospectus requirement under Canadian Securities Legislation, or in a transaction which is exempt from such prospectus requirement; (ii) that the Investor will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the U.S. Securities Act and all applicable State Securities Laws, or in a transaction which is exempt from the registration provisions of the U.S. Securities Act and all applicable State Securities Laws; (B) that the certificates representing the Securities will bear legends making reference to the foregoing restrictions; and (C) that the Corporation and its Affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions.

(d) Investor Status. The Investor is either a Canadian Accredited Investor or a United States Accredited Investor and, in each case, has delivered an Accredited Investor Certificate confirming such status. The undersigned agrees to furnish any additional information requested by the Corporation or any of its Affiliates to assure compliance with applicable Canadian Securities Legislation or any applicable State Securities Laws in connection with the purchase and sale of the Securities. The undersigned has completed the Accredited Investor Certificate provided by the Corporation and the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the Closing Date. Any information that has been furnished or that will be furnished by the undersigned to evidence its status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

(e) Experience of Such Investor. The Investor has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Investor is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment. Such Investor acknowledges that neither the Company nor any other

Person has (i) made any representation to such Investor that any Person will resell or repurchase the Securities or refund all or any of the purchase price for the Securities, or (ii) given any undertaking relating to the future value or price of any of the Securities.

(f) No Trading Market. The Investor acknowledges that there is currently no Trading Market for the Securities and Underlying Securities and a Trading Market may not develop for the Underlying Securities.

(g) General Solicitation. The Investor undersigned acknowledges that neither the Corporation nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising, including, but not limited to: (A) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or (B) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

(h) Confidentiality. Other than to other Persons party to this Agreement and its advisors who have agreed to keep information confidential or have a fiduciary obligation to keep such information confidential, the Investor has maintained the confidentiality of all disclosures made to it in connection with the transaction (including the existence and terms of this transaction).

(i) Canadian Securities Laws. The Investor is purchasing the securities offered herby pursuant to an exemption from the prospectus requirements of the Alberta Securities Act pursuant to NI 45-106. The Investor will not resell any of the Securities or the Underlying Securities into any jurisdiction in Canada unless an exemption from applicable Canadian prospectus requirements is available and acknowledges that no such exemption may be available for so long as the Corporation is not a "reporting issuer" under Canadian Securities Legislation. The Investor acknowledges and agrees that the Corporation is not a "reporting issuer" under Canadian Securities Legislation and has no obligation to become a "reporting issuer" under Canadian Securities Legislation.

(j) Information from Corporation. The Investor and its investment managers, if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information presented by the Corporation in this Agreement and have had all inquiries to the Corporation answered, and have been furnished all requested materials, relating to the Corporation and the Offering and sale of the Securities and anything set forth in the Transaction Documents. Neither the Investor nor the Investor's investment managers, if any, have been furnished any offering literature by the Corporation or any of its Affiliates, associates or agents other than the Transaction Documents, and the agreements referenced therein.

(k) Speculative Nature of Investment; Risk Factors. **THE INVESTOR UNDERSTANDS THAT AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK.** The Investor acknowledges that (a) any projections, forecasts or estimates as may have been provided to the Investor are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Corporation or its management; and (b) the Investor has been advised

to consult with his own advisor regarding legal matters and tax consequences involving this investment. The Securities offered hereby are highly speculative and involve a high degree of risk and the Investor should only purchase these securities if the Investor can afford to lose their entire investment.

**ARTICLE IV**
**OTHER AGREEMENTS OF THE PARTIES**

Section 4.01 Transfer Restrictions.

(a) The Securities and Underlying Securities may only be disposed of in compliance with Canadian Securities Legislation, U.S. federal securities laws and State Securities Laws. In connection with any transfer of Securities or Underlying Securities other than pursuant to the prospectus requirement under Canadian Securities Legislation, an exemption from such prospectus requirement, an effective registration statement or Rule 144, the Corporation may require the transferor thereof to provide to the Corporation an opinion of counsel selected by the transferor and reasonably acceptable to the Corporation, the form and substance of which opinion shall be reasonably satisfactory to the Corporation, to the effect that such transfer does not require (i) the Corporation to file a prospectus in respect of such transferred Securities or Underlying Securities with any Canadian securities regulatory authority or regulator, or (ii) registration of such transferred Securities or Underlying Securities under the U.S. Securities Act. The Securities may not be sold or transferred by the Investor without the written consent of the Corporation, which shall not be unreasonably withheld. As a condition of such sale or transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights of an Investor under this Agreement.

(b) The Investor agrees to the imprinting, so long as is required by this Section 4.01, of a legend on any of the Securities and Underlying Securities in the following form:

> UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) AUGUST [●], 2024, AND (II) THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY CANADIAN PROVINCE OR TERRITORY.
>
> NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.

(c) Upon the Investor's request in connection with a proposed sale of Underlying Securities pursuant to Rule 144 and if the Corporation reasonably determines it is so required, upon receipt of customary documentation from Investor's broker (if the Underlying Securities are sold in brokers transactions), the Corporation shall, at its own cost and effort, retain legal counsel to provide an opinion letter to the Corporation's transfer agent opining that the Underlying Securities may be resold without registration under the U.S. Securities Act, pursuant to Rule 144, promulgated thereunder, so long as the requirements of Rule 144 are met for any Underlying Securities to be resold thereunder. The Corporation shall arrange for any such opinion letter to be provided not later than two (2) Business Days after the date of delivery to and receipt by the Corporation of a written request by any Investor together with (if required in order to render the opinion) any broker's representation letter of other customary documentation reasonably requested by the Corporation evidencing compliance with Rule 144, and such opinion letter may be a "blanket" opinion letter covering Underlying Securities held by more than one Investor (if applicable to more than one Investor).

(d) The Investor will only sell any Securities and Underlying Securities pursuant to either (i) the prospectus requirement under Canadian Securities Legislation, or an exemption therefrom, or (ii) the registration requirements of the U.S. Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities or Underlying Securities are sold pursuant to a registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.01 is predicated upon the Corporation's reliance upon this understanding.

Section 4.02 Equal Treatment of Investors.

No consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents. For clarification purposes, this provision constitutes a separate right granted to each Investor by the Corporation and negotiated separately by each Investor, and is intended for the Corporation to treat the Investors as a class and shall not in any way be construed as the Investors acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise.

Section 4.03 Use of Proceeds.

The Corporation shall use the net proceeds from the sale of the Securities hereunder to fund the ongoing advancement of the Corporation's business, including commissioning of its Nisku ASAC plant and working capital.

## ARTICLE V
## MISCELLANEOUS

Section 5.01 Termination.

This Agreement may be terminated by either party, by written notice to the other party, if the Closing has not been consummated on or before the Termination Date; provided, however, that such termination will not affect the right of any party to sue for any breach by the other party.

Section 5.02 Fees and Expenses.

Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Corporation shall pay all transfer agent fees, stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Investor. The investor acknowledges that the Company may pay finder's fees in connection with the sale of the Notes to the Investor.

Section 5.03 Entire Agreement.

The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

Section 5.04 Notices.

Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. Mountain time on such date of receipt if such day is a Business Day. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day. The address for such notices and communications for the Investor shall be as set forth on the signature pages attached hereto, and the address for the Corporation shall be:

Adven Inc.
Suite 2320 – 140-4th Ave SW
Calgary, AB T2P 3N3
Attention: Dr. Yanguang Yang, Chief Executive Officer

with a copy (which shall not constitute notice) to:
McMillan LLP
1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7
Attention: Michael Taylor
email: michael.taylor@mcmillan.ca

Section 5.05 Amendments; Waivers.

No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed by the Corporation and a number of Investors participating in the Offering holding at least a majority of the aggregate value of the Notes then outstanding or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

Section 5.06 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Corporation may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor (other than by merger). The Investor may assign any or all of its rights under this Agreement to any Person to whom such Investor assigns or transfers any Securities, provided that such transfer complies with all applicable Canadian Securities Legislation, U.S. federal securities laws and State Securities Laws and that such transferee agrees in writing with the Corporation to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the Investor.

Section 5.07 No Third-Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

Section 5.08 Governing Law.

All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the Province of Alberta, without regard to the principles of conflict of laws thereof.

Section 5.09 Survival.

The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

Section 5.10 Execution.

This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

Section 5.11 Severability.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

Section 5.12 Replacement of Securities.

If any Note Certificate or Warrant Certificate is mutilated, lost, stolen or destroyed, the Corporation shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate, but only upon receipt of evidence reasonably satisfactory to the Corporation of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement certificates.

Section 5.13 Remedies.

In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Investor and the Corporation will be entitled to seek specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

Section 5.14 Payment Set Aside.

To the extent that the Corporation makes a payment or payments to the Investor pursuant to any Transaction Document or the Investor enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Corporation, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

Section 5.15 Headings.

The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature page follows*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date below.

**ADVEN INC.**

By: Ingo Mueller
Ingo Mueller (Jun 19, 2025 09:31 GMT+2)

Name: Dr. Yanguang Yuan Ingo Mueller
Title: Chief Executive Officer

**INVESTOR:**

The Investor executing the Signature Page in the form attached hereto as Annex A and delivering the same to the Corporation or its agents shall be deemed to have executed this Agreement and agreed to the terms hereof.

Docusign Envelope ID: 5B091A8A-83C7-443D-A4F9-89D0DA34E191



DOMINARI SECURITIES

This disclosure is to advise that some of the registered representatives completing transactions for customers of this investment are also active investors and continue to be current shareholders of this underlying company and/or Investment. Please refer to the Rule below and these representatives have disclosed this ownership to the member firm prior to any solicitation or offering.

*Rule 3280 of FINRA regulates private securities transactions conducted by associated persons of member firms. These transactions, which occur outside the usual scope of an individual's employment with a firm, require written notice to the member firm detailing the proposed transaction, the person's role, and whether they will receive any selling compensation. If compensation is involved, the firm must approve or disapprove the participation in writing. Approved transactions must be recorded by the firm and supervised as if executed on behalf of the firm, while disapproved participation is prohibited. Transactions without selling compensation must be promptly acknowledged by the firm, which may impose conditions at its discretion. Private securities transactions are defined broadly to include unregistered offerings, excluding specific transactions among family members or involving certain securities. Selling compensation encompasses various forms of payment related to securities transactions. These regulations aim to ensure firms are aware of and can oversee associated persons' involvement in private securities transactions, safeguarding investor interests and regulatory compliance.*

**Annex A**

**Securities Purchase Agreement Investor Counterpart Signature Page**

The undersigned, desiring to: (i) enter into this Securities Purchase Agreement dated as of August[ ●], 2024 (the "**Agreement**"), with the undersigned, AdvEn Inc., an Alberta corporation (the "**Corporation**"), in or substantially in the form furnished to the undersigned and (ii) purchase the Securities as set forth below, hereby agrees to purchase such Securities from the Corporation as of the Closing and further agrees to join the Agreement as a party thereto, with all the rights and privileges appertaining thereto, and to be bound in all respects by the terms and conditions thereof. The undersigned specifically acknowledges having read the representations in the Agreement section entitled "Representations Warranties of the Investor," and hereby represents that the statements contained therein are complete and accurate with respect to the undersigned as an Investor.

**PURCHASER** (if an individual):

By: DocuSigned by: Gustavo Perez Sanchez A021FBFF709C418...

Name: Gustavo Perez Sanchez

Date: 2/15/2025

**PURCHASER** (if an entity):

_____

(Legal Name of Entity)

By: _____

Name:

Title:

Date:

State/Country of Domicile or Formation (if an entity): NA

Total Principal Amount of Notes purchased: $50,000

Subscription Price (equaling 100% of Total Principal Amount): $ 50,000

Warrant Exercise Amount (equaling 100% of the Total Principal Amount): 50,000

$ The wiring instructions for this transactions is as follows:

| | |
|---|---|
| Escrow Agent: | Continental Stock Transfer & Trust Company |
| Address: Bank: | 1 State Street, 30th Floor, New York, NY 10004<br>JPMorgan Chase Bank, N.A. 4 NYP, Floor 15, New York, NY 10004 |
| ABA Number: | 021000021 |
| SWIFT CODE: | CHASUS33 |
| A/C Name: | CST&T AAF Dominari AdvEn Inc Escrow 2024 |
| A/C Number: | 475687426 |

**SCHEDULE A**

**FORM OF PROMISSORY NOTE**

**THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.**

**UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) _____, AND (II) THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY CANADIAN PROVINCE OR TERRITORY.**

# ADVEN INC.

## UNSECURED PROMISSORY NOTE

2/15/2025

**$USD[●]** 50,000
**Note Certificate No. [●]**

**August [●], 2024**

FOR VALUE RECEIVED, AdvEn Inc., a corporation incorporated in the Province of Alberta ("**Issuer**"), promises to pay to **[●]** or its registered assignee ("**Payee**"), the original principal sum of $**[●] (**the "**Principal Amount**"), in the manner described herein. This unsecured promissory note (this "**Note**") is one of the "Notes" offered by the Issuer pursuant to a larger offering of Notes (the "**Offering**") to accredited investors, as defined under applicable securities laws. This Note was offered by the Issuer and subscribed for by the Payee pursuant to the terms of a subscription agreement entered into between the Issuer and the Payee.

1. Definitions. For the purposes hereof:

   (a) "**Business Day**" shall mean any day except a Saturday, a Sunday or other day on which the banks in the City of Calgary are required by law to be closed;

   (b) "**Common Shares**" means common shares in the capital of the Corporation;

   (c) "**Initial Public Offering**" means a public offering of Common Shares (or units consisting of Common Shares and warrants to purchase Common Shares) under the Securities Act or other form of going public transaction resulting in the listing for trading of the Common Shares on a Trading Market; and

   (d) "**Trading Market**" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading in the United States or Canada on the date in question and includes, without limitation, the NYSE, the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the OTC Bulletin Board, OTCQB or the Pink Sheets (or any successors to any of the foregoing).

2. Maturity Date. The Issuer shall pay the Principal Amount to the Payee plus a bonus of 20% of the Principal Amount on the date that is the earlier of (i) the date that the Issuer completes an Initial Public Offering, or (ii) August **[●]**, 2025 (such date, the "**Maturity Date**").

3. No Interest. The Principal Amount will not bear any interest, and no interest will be payable by the Issuer under this Promissory Note.

4. Payments. All payments made in respect of this Note shall be made in the lawful currency of United States of America in immediately available funds to an account as the Payee may from time to time designate in writing. The Issuer agrees that it shall not withhold taxes from any payment of the Principal Amount hereunder unless it is required to do so pursuant to applicable law or a final determination by a taxing authority that such withholding tax is required, in which case Issuer may withhold such amounts without any gross up in the payment to Payee. The Issuer shall notify Payee when and if any withholding of a tax or similar charge is to be made by Issuer hereunder, and shall provide all relevant information to Payee with respect thereto. The information shall include, without limitation, the amount payable hereunder with respect to which the withholding is being made, the law or rule pursuant to which such withholding is being made, the governmental entity to which the tax or similar charge is being paid, copies of any forms filed with the relevant government authority, and such other information that is necessary for the Payee to be able to file the proper and accurate returns and to be able to apply for any refunds to which the Payee might be entitled. In addition, Payee shall deliver to Issuer a duly completed and executed Internal Revenue Service Form W-8 or W-9 (as applicable) and, if reasonably requested by Issuer, other documentation as will enable Issuer to determine whether or not Payee is subject to tax withholding or information reporting requirements.

5. Prepayment. The Issuer, without premium or penalty, at its sole discretion, may prepay the Principal Amount (which will include the 20% bonus payment) in whole or in part at any time and from time to time prior to the Maturity Date.

6. Representations. Issuer hereby represents and warrants that: (a) it is duly organized and validly existing under the laws of its jurisdiction of organization; (b) the execution, delivery and performance of this Note by the Issuer (i) are within its power, (ii) have been duly authorized by all necessary action and (iii) do not contravene any provision of the its organizational documents, any law or regulation applicable to Issuer or conflict with, violate, create a lien or default under or require a consent under any document or agreement to which Issuer is a party or by which it is bound; (c) this Note constitutes a legal, valid and binding obligation of the Issuer enforceable against it in accordance with its terms (subject to applicable bankruptcy, insolvency, examinership, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally).

7. Unsecured Obligations; Notes to Rank Pari Passu. This Note will constitute a direct unsecured obligation of the Issuer. Each of the Notes issued in the Offering will rank *pari passu* with each of the other Notes in right of payment of unsecured principal (regardless of their actual date or terms of issue). The Notes will be subordinate to the secured convertible promissory notes of the Company and the Corporation's other secured debt.

8. Event of Default: Remedies. Upon the Issuer's failure to make any payment when due, or Issuer's breach of any of its obligations under this Note, or Issuer's breach of any covenant, representation or warranty made in this Note, or in the event of the Issuer's insolvency, bankruptcy, receivership, liquidation or similar proceeding (each, an "**Event of Default**"), the Payee may at its option to the maximum extent permitted by applicable law, accelerate the maturity of this Note, declare the Principal Amount to be immediately due and payable and seek any and all other remedies

available for the enforcement of this Note, at law, in equity or otherwise. Payee may exercise the option to accelerate upon the occurrence of an Event of Default by Issuer regardless of any prior forbearance. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise.

9. Assignment. This Note shall be binding upon the Issuer and its successors and assigns. This Note shall inure to the benefit of the Payee and its successors and assigns. Neither Issuer nor Payee may assign or transfer this Note or its rights, interests or obligations hereunder without the prior written consent of the other; provided that Payee may freely assign this Note at any time during the continuance of an Event of Default.

10. Governing Law; Attornment. This Note shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein and the Issuer and the Payee and their respective successors and permitted assigns attorn to the non-exclusive jurisdiction of the courts of Alberta.

11. Notices. All notices, to the parties hereunder shall be in writing and shall be deemed given if delivered personally, e-mailed or sent by overnight courier (providing proof of delivery) to the applicable party at the applicable addresses set forth below, or such other address as such party may hereafter specify by like notice to the other parties hereto. For purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section 11) shall be,

(a) in the case of Payee:
[●]
Attention: [●]
email: **[●]**

(b) in the case of Issuer:
Adven Inc.
Suite 2320 – 140-4th Ave SW
Calgary, AB T2P 3N3
Attention: Dr. Yanguang Yuan

with a copy (which shall not constitute notice) to:
McMillan LLP
1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7
Attention: Michael Taylor
email: michael.taylor@mcmillan.ca

(c) All such notices shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. Mountain time on such date of receipt if such day is a Business Day. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day.

12. Waiver and Amendment. Any waiver by the Payee or the Issuer of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision

or of any breach of any other provision of this Note. The failure or delay of the Payee or the Issuer to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive the Payee of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing. This Note may not be amended or modified without the prior written consent of both the Payee and the Issuer.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed and delivered on the day and year first above written.

**ADVEN INC.**

By: Ingo Mueller
Ingo Mueller (Jun 19, 2025 09:31 GMT+2)

Name: Dr. Yanguang Yuan Ingo Mueller

Title: Chief Executive Officer

**SCHEDULE B**

**FORM OF WARRANT**

**FORM OF WARRANT**

**NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.**

**UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) _____, AND (II) THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY CANADIAN PROVINCE OR TERRITORY.**

**ADVEN INC.**
**COMMON SHARE PURCHASE WARRANT**

**Warrant Exercise Amount: USD$**50,000**_____** **Original Issue Date: August [●], 2024** 2/15/2025

THIS COMMON SHARE PURCHASE WARRANT (this "**Warrant**") certifies that, for value received, _____, or its assigns (the "**Holder**") is entitled, upon the terms and the conditions hereinafter set forth, at any time on or after the Original Issue Date specified above (the "**Original Issue Date**") and on or prior to the close of business on August [●], 2029 (the "**Termination Date**") but not thereafter, to subscribe for and purchase from AdvEn Inc., an Alberta corporation (the "**Corporation**"), a number of common shares in the capital of the Corporation (the "**Common Shares**") upon exercise of this Warrant (as subject to adjustment hereunder, the "**Warrant Shares**"). The number of Warrant Shares issued to the Holder shall be equal to (i) the aggregate Warrant Exercise Amount specified above (the "**Warrant Exercise Amount**") divided by (ii) the Exercise Price (as determined and defined in Section 2(c) below). This Warrant is issued in connection with the Holder's participation in an offering of promissory notes (the "**Notes**") by the Corporation (the "**Offering**"), with the Warrant Exercise Amount representing 100% of the principal amounts of the Notes issued to the Holder in the Offering.

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the subscription agreement for the purchase of the Notes (the "**Subscription Agreement**"). Without limiting the foregoing, the following terms will have the following meanings:

(a) "Initial Public Offering" means a public offering of Common Shares (or units consisting of Common Shares and warrants to purchase Common Shares) under the Securities Act or other form of going public transaction resulting in the listing for trading of the Common Shares on a Trading Market;

(b) "IPO Price" means the public offering price of the Common Shares in an Initial Public Offering, provided that if the Initial Public Offering is by way of a reverse takeover transaction, the IPO Price will be the deemed price per Common Share in such transaction; and

(c) "Trading Market" means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading in the United States or Canada on the date in question and includes, without limitation, the NYSE, the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the OTC Bulletin Board, OTCQB or the Pink Sheets (or any successors to any of the foregoing).

Section 2. Exercise.

(a) Initial Public Offering. This Warrant will only become exercisable upon the completion by the Corporation of an Initial Public Offering.

(b) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Original Issue Date and on or before the Termination Date by delivery to the Corporation of a duly executed .pdf copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto as Exhibit A (the "**Notice of Exercise**"). Within two (2) Business Days, the Holder shall deliver to the Corporation the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Corporation until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Corporation for cancellation within three (3) Business Days of the date on which the final Notice of Exercise is delivered to the Corporation. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Corporation shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Corporation shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice.

(c) Exercise Price. The exercise price per Warrant Share under this Warrant shall be equal to 125% of the IPO Price, subject to adjustment under Section 3 (the **"Exercise Price**"). The following example is provided for illustration purposes:

| |
|---|
| **Initial Investment**: US$100,000 of Promissory Notes |
| **IPO Price**: US$5.00 per share |
| **Warrant Exercise Price** = 125% of US$5.00 per share = $6.25 per share |
| **Underlying Warrant Shares** = US$100,000/ US$6.25 per share = 16,000 Warrant Shares |

(d) Delivery of Warrant Share Certificates. Within 10 business days after surrender and payment as aforesaid, the Corporation will forthwith cause to be delivered to the person in whose name the Warrant Shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of Warrant Shares exercised by the Holder. The Warrant Shares shall be deemed to have been issued, and the Holder or any other person so

designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Corporation of the Exercise Price (or by cashless exercise, if permitted).

(e) Delivery of New Warrants Upon Partial Exercise. If the Holder exercises part of the Warrant Exercise Amount, and not the whole Warrant Exercise Amount, the Corporation shall, at the request of the Holder and upon surrender of this Warrant, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase Warrant Shares using the remaining Warrant Exercise Amount, which new Warrant shall in all other respects be identical to this Warrant including, for clarity, the Exercise Price. Unless the Warrant Exercise Amount has been fully exercised, the Holder shall not be required to surrender this Warrant as a condition of exercise.

(f) Rescission Rights. If the Corporation or its transfer agent fails to deliver the Warrant Shares to the Holder a certificate or the certificates representing the Warrant, the Holder may rescind its Warrant exercise.

(g) No Fractional Warrant Shares. No fractional Warrant Shares or certificate representing fractional Warrant Shares shall be issued upon the exercise of this Warrant. As to any fraction of a Warrant Share which the Holder would otherwise be entitled to purchase upon such exercise, the Corporation shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole Warrant Share.

(h) Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate including any charges of any clearing firm, all of which taxes and expenses shall be paid by the Corporation, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder.

(i) Closing of Books. The Corporation will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

(a) Stock Dividends and Splits. If the Corporation, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Shares or any other equity or equity equivalent securities payable in Common Shares ("**Common Share Equivalents**", which, for avoidance of doubt, shall not include any Common Shares issued by the Corporation upon exercise of this Warrant), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding Common Shares into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Shares any shares of capital stock of the Corporation, then in each case the Exercise Price will be increased or decreased proportionately as the case may be. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Corporation grants, issues or sells any Common Shares Equivalents or rights to

purchase stock, warrants, securities or other property pro rata to all of the record holders of any class of Common Shares (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of Common Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights.

(c) Intentionally Ommitted.

(d) Pro Rata Distributions. If the Corporation, at any time while this Warrant is outstanding, shall distribute to all holders of Common Shares (and not to the Holder) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Shares (which shall be subject to Section 3(b)), then in each such case the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date fixed for determination of shareholders entitled to receive such distribution by a fraction of which the denominator shall be volume-weighted per share price of the Common Shares determined as of the record date mentioned above, and of which the numerator shall be such price per share on such record date *less* the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Shares as determined by the board of directors in good faith. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Shares. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(e) Reorganization. In case of any reorganization or reclassification of the capital of the Corporation, or in the case of the merger, reorganization or amalgamation of the Corporation with, or into any other company or of the sale of substantially all of the property and assets of the Corporation to any other corporation, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Corporation or of the corporation resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Section 3 with respect to the rights and interest thereafter of the Holder to the end that the provisions set forth in this Section 3 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Common Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

(f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

(g) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Corporation shall promptly email to the Holder a notice

setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment. The Holder may supply an email address to the Corporation and change such address.

(ii) Notice to Allow Exercise by the Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Shares, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Shares, (C) the Corporation shall authorize the granting to all holders of the Common Shares rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any shareholders of the Corporation shall be required in connection with any reclassification of the Common Shares, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Shares is converted into other securities, or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation, then, in each case, the Corporation shall deliver to the Holder at its last address as it shall appear upon the Warrant Register of the Corporation, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Shares of record shall be entitled to exchange their shares of the Common Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to email such notice or any defect therein or in the emailing thereof shall not affect the validity of the corporate action required to be specified in such notice. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

(a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(b) and Section 4(c) hereof and to the provisions of Section 4 of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Corporation or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto as Exhibit B duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Corporation shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Corporation unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Corporation within three (3) Business Days of the date on which the Holder delivers an assignment form to the Corporation assigning this Warrant in full. The Warrant, if

properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) Warrant Register. The Corporation shall register this Warrant, upon records to be maintained by the Corporation for that purpose (the "**Warrant Register**"), in the name of the record Holder hereof from time to time. The Corporation may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

(c) Board Approval. This Warrant may only be transferred with the prior approval of the board of directors of the Corporation.

Section 5. General

(a) No Rights as Shareholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Corporation prior to the exercise hereof as set forth in Section 2, except as expressly set forth in Section 3.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Corporation covenants that upon receipt by the Corporation of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Corporation will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares. The Corporation covenants that during the period this Warrant is outstanding, it will reserve from its authorized and unissued Common Shares, free of pre-emptive rights the number of Warrant Shares issuable upon exercise of this Warrant. The Corporation covenants that all Warrant Shares which may be issued upon exercised of this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and non-assessable and free from all taxes, liens and charges created by the Corporation in respect of the issue thereof.

(e) Jurisdiction. The Warrants will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of Alberta.

(f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant may be subject to a hold period or restrictions on resale in accordance with applicable securities laws.

(g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of the Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the

Corporation willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Corporation shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Corporation shall be delivered in accordance with the notice provisions of the Subscription Agreement.

(i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Corporation, whether such liability is asserted by the Corporation or by creditors of the Corporation.

(j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Corporation agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate or that there is no irreparable harm and not to require the posting of a bond or other security.

(k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Corporation and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(l) Amendment; Waivers. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Corporation and the Holder. Further, any modifications, amendments or waivers of the provisions hereof shall be subject to Section 5.05 of the Subscription Agreement.

(m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

*(Signature page follows)*

IN WITNESS WHEREOF, the Corporation has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

**ADVEN INC.**

Per: Ingo Mueller
Ingo Mueller (Jun 19, 2025 09:31 GMT+2)

Name: Dr. Yanguang Yuan Ingo Mueller

Title: Chief Executive Officer

**EXHIBIT A**

**NOTICE OF EXERCISE**

TO: [ _____

(1) The undersigned hereby elects to purchase _____ Warrant Shares, representing the quotient obtained by dividing $_____ of the Warrant Exercise Amount by the Exercise Price, pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall be made in lawful money of the United States;

(3) The undersigned hereby directs that the Shares be registered as follows:

| NAME(S) IN FULL | ADDRESS(ES) | NUMBER OF SHARES |
|---|---|---|
| | | |
| | | |

_____

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

**EXHIBIT B**

**ASSIGNMENT FORM**

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____

Holder's Signature: _____

Holder's Address: _____

Docusign Envelope ID: 5B091A8A-83C7-443D-A4F9-89D0DA34E191


# Dominari Securities LLC
# Client Relationship Summary (Form CRS)
**August 12, 2024**

DOMINARI SECURITIES

## Introduction

Dominari Securities LLC ("DS") is dually registered with the U.S. Securities and Exchange Commission ("SEC") as a broker-dealer and investment adviser. DS is also a member of Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Brokerage and investment advisory services and fees differ and it is important for you to understand these differences. Free and simple tools are available to research different firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

## What investment services and advice can you provide me?

We offer both brokerage and investment advisory services to retail investors. You should carefully review and understand these differences to help evaluate which type of account and services are best for you.

| Broker-Dealer | Investment Adviser |
|---|---|
| **Relationships and Services** | |
| Our retail brokerage services include access to and recommendations concerning the buying and selling of securities and investment products. These include stocks, bonds, ETFs, mutual funds, variable insurance products, and more. Your brokerage account at DS will be non-discretionary, further explained below. | Our standard investment advisory services include both discretionary and non-discretionary investment management options, further described below. We provide access to and advice relating to a wide range of securities and investment product including stocks, bonds, ETFs, mutual funds, and more. This may include assets held or purchased through us as well as third-party financial institutions. In addition, we provide financial planning and consulting options depending on your needs. |
| **Monitoring** | |
| When we provide brokerage services, we do not monitor your account or investment following a recommendation, but we will review your portfolio prior to making a recommendation to ensure we act in your best interest at the time of the recommendation. | When we provide advisory services, accounts are monitored on an ongoing basis. We review your account and will discuss any recommendations regarding your portfolio as well as potential changes resulting from updates to your financial situation with you. |
| **Investment Authority** | |
| We do not have the authority to manage your account or trade on your behalf on a discretionary basis. This means you have the ultimate decision regarding any trading decision in your account, even if a trade recommendation is made by us. | For discretionary accounts or investments, you grant us the authority to make investment decisions and execute transactions on your behalf without obtaining prior approval from you. For non-discretionary accounts or investments you make the ultimate decision regarding the purchase or sale of any security. |
| **Limited Investment Offerings** | |
| We are a full-service broker-dealer and investment adviser, offering multiple types of securities and investment products, including proprietary offerings. | |

| **Account Minimums and Other** Requirements | |
|---|---|
| There is no minimum amount required to open a brokerage or advisory account, but we may offer some investments which require a minimum investment, usually identified in the investment's prospectus or similar offering materials. | |
| *For more detailed information on the brokerage products and services we offer, including limitations, click here.* | *For more detailed information on the advisory products and services we offer, including limitations, click here.* |
| ***Conversation Starters: Ask Your Financial Professional*** | |
| • **Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?**<br>• **How will you choose investments to recommend to me?**<br>• **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?** | |

**What fees will I pay?**

| **Broker-Dealer** | **Investment Adviser** |
|---|---|
| **Principal Fees and Costs** | |
| When you invest through us, you will usually pay a transaction-based fee, generally referred to as a commission, every time you buy or sell an investment. For some types of products such as mutual funds, this fee is referred to as a sales charge or load and reduces the value of your investment. In addition, other types of securities such as bonds are charged a fee through markup or markdown and will typically be part of the price you pay for an investment.<br><br>With stocks and mutual funds, your commission will vary based on the dollar value of the trade. If your trade is for less than $100,000, you will pay a commission of 1.00% of the trade value. If your trade is for $100,000 or more, you will be charged 0.80% of the trade value. Some of our clients are offered discounts from this commission schedule, but our minimum brokerage commission is $75. You may be charged other fees too, such as custodial or foreign currency fees. As an example, if you buy 1,000 shares of stock at $50 per share, your trade value is $50,000, and you will be charged a commission of 1.00% or $500 plus applicable fees.<br><br>Your fees are different for bonds and Treasury securities, such as T-bills. If you buy a bond, your purchase price will include a "mark-up" charged by the selling broker to compensate that firm for its services. If you sell a bond, the broker purchasing the bond from you will pay you a price that is lower than the prevailing market value, a practice known as a "mark-down." Additionally, DS will charge you a fee from $.50 to as much as $15.00 per bond when you buy or sell a bond in your account. | Most advisory clients pay an annual asset-based advisory fee ranging from .45% to 1.25% depending on the amount of assets. This fee is computed as a percentage of the total value of the assets in your account at the end of each calendar quarter and will be identified specifically in your advisory agreement.<br><br>Asset-based Advisory fees are deducted from your account quarterly in advance.<br><br>Also, because we bill you in advance, we adjust your fee if you add or remove money during any calendar quarter. Specifically, if you take $10,000 or more out of your account during a quarter, we will later refund a portion or your quarterly fee. But if you add $10,000 or more to your account during the quarter, we will charge you more at the beginning of the next quarter. DS will also charge you a fee of up to 0.07% annually to cover the costs of custody and reporting for your assets.<br><br>Some advisory clients pay a performance-based fee on some or all of their portfolio assets. Your fee may be based on DS achieving a specified performance level. For example, you may pay DS 5% of your account's total return above 8% over a year. Alternatively, your fee may be based on DS achieving performance compared to a benchmark. As an example, you may pay us 10% of the amount by which we outperform the S&P 500 Index. All performance-based fees are negotiated with our clients individually. If you pay a performance-based fee, details regarding how it will be calculated will be in your Investment Policy Statement. |

| | |
|---|---|
| Finally, if your brokerage account is a Roth IRA or a Traditional IRA, your account will be charged an annual fee by the outside custodian.<br><br>Note that the more trades you execute in your account, the more you will pay in commissions and other fees. This creates an incentive for your Advisor to place trades in your account more frequently. | In addition, you may be charged a separate fee for investments that you "hold away" (i.e., at a custodian other than one of the DS preferred custodians). The amount will vary based on which custodian you choose.<br><br>When charging asset-based fee the more assets there are in a retail investor's account, the more a retail investor will pay in fees, and the firm may therefore have an incentive to encourage the retail investor to increase the assets in his or her account. |
| **Other Fees and Costs** | |
| You may also be charged certain account fees and charges related to transaction costs or the servicing of your account. These include things like wire transfers. Certain investments may also impose additional costs and fees that will reduce the value of your investment over time. It's important that you review the investment's prospectus, private placement memorandum, or similar offering materials, when available, for additional investment-specific information.<br><br>View your fee-schedule at the respective clearing firm provided with your account agreement for a complete list. | Other fees and costs you will pay directly or indirectly include custodian fees, trading and brokerage service fees, other transaction fees and/or other expenses associated with your investments and outlined in your investment management agreement, which may include distribution fees related to mutual funds and other transactional fees and product-level fees. If your account is invested with an outside investment manager, any fee charged by that manager will also be paid by you.<br><br>View your fee-schedule at the respective clearing firm provided with your account agreement for a complete list. |
| **Additional Information** | |
| You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. | |
| *For more detailed information regarding fees and cost of a brokerage account click here.* | *For more detailed information regarding fees and costs in an advisory account review your advisory agreement and, click here.* |
| ***Conversation Starters: Ask Your Financial Professional*** | |
| • **Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?** | |

**What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

| Broker-Dealer | Investment Adviser |
|---|---|
| **Standard of Conduct and Conflicts of Interest** | |
| *When we provide you with a recommendation as your broker-dealer or act as your investment adviser*, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means.<br>**Proprietary Products:** We will earn higher fees, compensation, and other benefits when you invest in a product that we (or one of our affiliates) advise, issue, manage, or sponsor. As such, we have an incentive to recommend (or to invest your assets in) those types of investments. | |

**Third-Party Payments & Revenue Sharing:** We may elect to share revenue and receive payments from third parties, when we recommend or sell certain products and services. This may include affiliates, clearing firms, issuers, investment sponsors and managers. As such, we have an incentive to recommend certain investments and services that pay us more.

**Principal Trading:** When permitted, we may buy or sell securities to you from our own account, called principal trading, because we earn compensation. As such we have an incentive to encourage you to trade with us.

| | |
|---|---|
| *For additional information regarding our conflicts of interest and a description of all the ways we make money in a brokerage account, click here.* | *For additional information about our conflicts of interest and a description of all the ways we make money in an advisory account click here.* |
| ***Conversation Starters: Ask Your Financial Professional*** | |
| • **How might your conflicts of interest affect me, and how will you address them?** | |

**How do your financial professionals make money?**

| Broker-Dealer | Investment Adviser |
|---|---|
| Your Registered Representative receives a portion of the sales compensation charged to your account when you trade. This creates an incentive for your financial professional to recommend larger investments and more frequently as well as recommending investments with the largest sales compensation. | Your Investment Advisor receives a portion of the investment advisory fees described above. Your financial professional is paid less if DS referred your account than if your Advisor personally brought your account to DS. Any asset-based payment formula creates an incentive for your Advisor to encourage you to increase the assets under management. |
| In addition, our financial professionals may also receive certain hiring/onboarding incentives and/or additional non-cash compensation such as travel to events or reimbursement for certain expenses. These forms of compensation may incentivize your financial professional to achieve revenue expectations whether required or not to justify such expenses or bonuses. | |

**Do you or your financial professionals have legal or disciplinary history?**

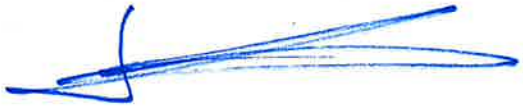
| Broker Dealer | Investment Adviser |
|---|---|
| Yes. Visit www.investor.gov/CRS for a free and simple search tool to research us and our financial professionals. | |
| ***Conversation Starters: Ask Your Financial Professional*** | |
| • **As a financial professional, do you have any disciplinary history? For what type of conduct?** | |

**Where can I find additional information about your services?**

| Broker Dealer | Investment Adviser |
|---|---|
| If you would like additional, up-to-date information about our advisory or brokerage services or you would like a Form CRS sent to you, please call (212) 745-1374. Dominari's most recent Form CRS is also available at https://www.dominarisecurities.com/ | |
| ***Conversation Starters: Ask Your Financial Professional*** | |
| • **Who is my primary contact person?**<br>• **Is he or she a representative of an investment advisor or a broker-dealer?**<br>• **Who can I talk to if I have concerns about how this person is treating me?** | |

Gustavo Perez Sanchez DocuSigned by: Gustavo Perez Sanchez 7/15/2025 A021FBFF709C418...

**This is Exhibit "O" referred to in the Affidavit of Ingo Mueller Sworn before me this 8th of August, 2026**



**A Notary Public in and for the Province of Alberta**

Preet Saini
Barrister & Solicitor

**ADVEN SHORT TERM BRIDGE TO UK MONIES**

Amount: $200,000 USD

Term: Maximum 60 days (up to 1 August 2025)

Interest: 10% return on 60 days in shares at the lower valuation of $0.75 CDN per AdvEn share (approximately 50% discount to expected EIS valuation) or the EIS financing valuation price per share.

Late payment penalty: additional 10% the next 60 days of delay beyond 1 Aug 2025 (pro-rated to partial of 60 days period), or re-set on different terms, upon mutual agreement.

Purpose: To bridge working capital costs until such time that the AdvEn Company receives additional bridge monies and completes its EIS financing (tax incentive financing for UK developing companies).

Provides approximately 45 days of working capital.

Repayment: The Company has three primary repayment mechanisms in the next 45 days as follows:

1) SPDI shell transaction: Commitment to receive GBP 250,000 upon signing of Heads of Agreement. Total capital through transaction GBP 1 million. Expect to sign and receive funds within next two to four weeks (before late June 2025).
2) G Force Capital bridge: Due diligence is substantially completed. Engagement agreement being signed next week. Up to GBP 500,000 with private clients. Firm and principal known to Ingo and has successfully placed in the past. Also well respected in the London financial community. Since clients are captive and is a private round, should be completed with capital received within 30-45 days of engagement.
3) Optiva Securities (EIS funding): Engagement being signed in coming days. Private client broker with large South East Asian client base (captive money) but also good institutional exposure to EIS and VCT purposed funds. Targeted funding is GBP 5 million. Known to Ingo and has successfully placed multi millions on transaction. Do not engage unless they strongly believe they can place. Also known to Bosphorus Capital having placed multiple deals for them. Road show to commence June 9th 2025. Expect commitments by late June/early July 2025. Once funds committed, they remain in escrow until the HMRC gives tax exemption ruling (usually two to three months), however, funds fully leverageable from bridge fund so provide capital until net funds received out of escrow.

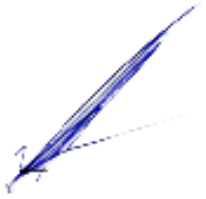
The above scenarios assume that there will be no SDTC monies received until at least August 2025.

Assumes the SPDI transaction and IPO will happen in September 2025 wherein the Company will raise additional capital. The amount of additional capital to be determined dependent on EIS funding demand and terms. The current estimate is that it will be no less than an additional GBP 2 million, however, if plant commissioning and orders are lining up well, then this could be much higher.

Grzegorz Ombach agree with the above terms, and will provide USD $36,600 for this bridge loan.

The above terms are accepted and agreed:

**AdvEn Industries Inc**

By: 

_____

Name: Ingo Mueller

Title: CEO

Date: 26 May 2025

By: 

Name: Grzegorz Ombach

Date: 5 June 2025

**This is Exhibit "P" referred to in the Affidavit of Ingo Mueller Sworn before me this 8th of August, 2026**



**A Notary Public in and for the Province of Alberta**

Preet Saini
Barrister & Solicitor

**THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS.**

**UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) THE DATE HEREOF, AND (II) THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY CANADIAN PROVINCE OR TERRITORY.**

# ADVEN INC.

## CONVERTIBLE SECURED PROMISSORY NOTE

**US$200,000** **November [15], 2025**

FOR VALUE RECEIVED, AdvEn Inc., a corporation continued under the laws of the Province of Alberta ("**Issuer**"), promises to pay to AdvEn Inc. UK PLC or its registered assignee ("**Payee**"), the original principal sum of **US$200,000** (the "**Principal Amount**"), in the manner described herein, together with interest and other monies that the Issuer may owe from time to time hereunder. This secured promissory note (this "**Note**") is issued in connection with the advance of the Principal Amount by the Payee to the Issuer in connection with an anticipated transaction whereby the Issuer will complete a reverse takeover or similar transaction with Secure Property Development & Investment Plc ("**SPDI**") resulting in AdvEn Inc. being listed, directly or indirectly, on the AIM Market of the London Stock Exchange.

1. Definitions. For the purposes hereof:

(a) "**Applicable Rate**" means the rate of 10% per annum.

(b) "**Business Day**" shall mean any day except a Saturday, a Sunday or other day on which banks in the City of Calgary are required by law to be closed.

(c) "**Interest**" means interest at the Applicable Rate, calculated annually in arrears and payable on the Maturity Date.

(d) "**Person**" includes any individual, corporation, company, partnership, governmental authority, joint venture, association, trust or other entity.

(e) "**Readmission**" means the readmission of SPDI to the AIM Market operated by the London Stock Exchange.

(f) "**Readmission Date**" means the date on which Readmission occurs.

(g) "**Solvent**" means, with respect to the Issuer as of the date of determination, (i) the aggregate property of the Issuer is sufficient, if disposed of at a fairly conducted sale

under legal process, to enable payment of all its obligations, due and accruing due; (ii) the Issuer is able to meet its obligations as they generally become due or as agreed with the Issuer's creditors; and (iii) other than as disclosed by Issuer to Payee in respect of payment arrangements with creditors, the Issuer has not ceased paying its current obligations in the ordinary course of business as they generally become due; for the purposes of this definition, the amount of any contingent obligation at such time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

2. Maturity Date. Subject to the Payee's right to accelerate the Principal Amount and all accrued and unpaid interest in accordance with Section 9 upon an event of Default, the Issuer shall pay the Principal Amount and all accrued and unpaid Interest to the Payee on March 31, 2026, or, if Readmission has not occurred by such date, the earlier of the Readmission Date and June 30, 2026 (such date, the "**Maturity Date**").

3. Interest.

(a) The Issuer shall pay the Payee Interest on the Principal Amount from the date of this Note, both before and after maturity, demand, default or judgment and until actual payment in full.

(b) The Issuer shall pay to the Payee Interest on any overdue Interest at the same rate, and calculated and payable in the same manner, as Interest.

(c) For the purpose of the *Interest Act* (Canada), the yearly rate of interest applicable to amounts owing under this Note will be calculated on the basis of a 365 day year.

4. Conversion. The Payee shall have the right, at the Payee's option, to convert this Note in whole or in part, including any of its outstanding principal amount and any unpaid accrued interest and any fees and any and all other outstanding amounts owing thereon into common shares of the Issuer based on a conversion price of US$0.13 per share (the "**Conversion Shares**"). All Conversion Shares issued hereunder will be endorsed with the following legends to reflect restrictions on transfer imposed under Canadian and U.S. securities laws unless and to the extent that such legends are not required to ensure compliance with restrictions on transfer under Canadian and U.S. Securities laws:

"UNLESS PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY IN CANADA BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) **[DARE OF ISSUANCE OF NOTE]**, 2022, AND (II) THE DATE THE COMPANY BECAME A REPORTING ISSUER IN ANY CANADIAN PROVINCE OR TERRITORY.

NEITHER THIS SECURITY NOR ANY SECURITY INTO WHICH THIS SECURITY IS CONVERTIBLE HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL

OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

5. Payments. All payments made in respect of this Note shall be made in United States dollars in immediately available funds to an account as the Payee may from time to time designate in writing. All payments will be made without any withholdings.

6. Prepayment. The Issuer, without premium or penalty, at its sole discretion, may prepay the Principal Amount in whole or in part at any time and from time to time prior to the Maturity Date, together with all accrued and unpaid Interest to the date fixed for repayment and, in the case of prepayment in whole, all other monies owing under this Note.

7. Representations. Issuer hereby represents and warrants to the Payee, acknowledging that the Payee is relying on these representations and warranties, that: (a) it is duly organized and validly existing under the laws of its jurisdiction of organization; (b) the execution, delivery and performance of this Note by the Issuer (i) are within its power, (ii) have been duly authorized by all necessary action and (iii) do not contravene any provision of the organizational documents, any law or regulation applicable to Issuer or conflict with, violate, create a lien or default under or require a consent under any document or agreement to which Issuer is a party or by which it is bound; (c) this Note constitutes a legal, valid and binding obligation of the Issuer enforceable against it in accordance with its terms (subject to applicable bankruptcy, insolvency, examinership, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally); and (d) no proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution or winding up.

8. Covenants. While any amount owing under this Note remains unpaid or the Issuer owes any obligations under this Note, the Issuer covenants with the Payee as follows: (a) the Issuer shall preserve and maintain its existence; (b) other than contemplated herein or as consented to in writing by Payee, the Issuer shall not (i) consolidate, amalgamate or merge with any other Person, (ii) enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate or capital structure, or (iii) liquidate, wind up or dissolve itself, or permit any liquidation, winding-up or dissolution; (c) the Issuer shall not incur any indebtedness that would rank in priority to the Payee's security interest granted by the General Security Agreement (as herein defined); and (d) the Issuer shall remain Solvent at all times.

9. Secured Obligations. The present and future indebtedness, liabilities and obligations of the Issuer under this Note will be guaranteed by AdvEn Industries Inc., which guarantee will be secured by a second priority general security agreement (ranking behind SPDI) executed by AdvEn Industries Inc., as guarantor, in favour of the Payee, as secured party, concurrently with the execution of this Note (the "**General Security Agreement**").

10. Event of Default: Remedies. Upon the occurrence of one or more of the following events: (a) Issuer's failure to make any payment when due, (b) subject to the cure period described below, Issuer's breach of any of its obligations under this Note, (c) subject to the cure period described below, Issuer's breach of any covenant, representation or warranty made in this Note, (d) in the event of the Issuer's or AdvEn Inc.'s insolvency, bankruptcy, receivership, liquidation or similar proceeding, (e) Issuer denies its obligations under this Note or Issuer claims that this Note is

invalid or has been withdrawn in whole or in part, (f) any legislation is enacted or any decree or order of a court, statutory board, or commission is entered into or obtained that renders this note or any material provision of it unenforceable, unlawful, or otherwise changed, if the Issuer does not, within 10 days of receipt of notice of the note or material provision becoming unenforceable, unlawful, or otherwise changed, amend this note or replace this Note with a new note each of which is in form and substance satisfactory to the Payee at its discretion, (g) any act, matter or thing is done, or any action or proceeding is taken, with a view to terminating the Issuer's existence, (h) Issuer ceases to carry on business or makes, or proposes to make, any sale of its assets in bulk or any sale of its assets our of the usual course of its business, (i) any Person takes possession of any of the Issuer's property that is material to its financial condition, business or operations by way of or in contemplation of enforcement of security, or a distress, execution or similar process is levied or enforced against that property, (j) any step is taken to issue any garnishment order or other equivalent process to Payee to recover payment of any amount owing by Issuer or (k) any step is taken by or on behalf of the Minister of Finance of Canada to issue a requirement to pay the Payee in respect of the Issuer (each, an "**Event of Default**"), the Payee may at its option to the maximum extent permitted by applicable law, accelerate the maturity of this Note, declare the full unpaid balance of the Principal Amount and all accrued and unpaid Interest to be immediately due and payable and seek any and all other remedies available for the enforcement of this Note, at law, in equity or otherwise, including enforcement of its rights under the General Security Agreement. Payee may exercise the option to accelerate upon the occurrence of an Event of Default by Issuer regardless of any prior forbearance. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by applicable law or otherwise. In the event of a breach of obligations under this Note under (b) above or any breach of any covenant, representation or warranty under (c) above, other than in respect of the Issuer's failure to make any payment when due to which (a) above would apply, the Issuer will have a ten (10) day cure period in which to remedy any circumstance which would otherwise give rise to an Event of Default.

11. Assignment. This Note shall be binding upon the Issuer and its successors and assigns. This Note shall inure to the benefit of the Payee and its successors and assigns. The Payee may assign this Note in whole or in part to any Person without the consent of the Issuer, provided notice of such assignment is provided to the Issuer concurrently with the assignment. The Issuer may not assign or transfer this Note or its rights, interests or obligations hereunder without the prior written consent of the Payee.

12. No set-off. The Issuer shall not exercise any right of set-off in connection with the amounts that may be owed to the Issuer from time to time as against any amounts that the Issuer may owe under this Note.

13. Governing Law; Attornment. This Note shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein and the Issuer and the Payee and their respective successors and permitted assigns attorn to the non-exclusive jurisdiction of the courts of Alberta.

14. Notices. All notices to the parties hereunder shall be in writing and shall be deemed given if delivered personally, e-mailed or sent by overnight courier (providing proof of delivery) to the applicable party.

All such notices shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. Mountain time on such date of receipt if such day is a Business Day. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day.

15. Waiver and Amendment. Any waiver by the Payee or the Issuer of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure or delay of the Payee or the Issuer to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive the Payee of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing and signed by the party granting the waiver. The Issuer waives presentment for payment, demand, protest, notice of any kind and statutory days of grace in connection with this Note. The Issuer agrees that it is not necessary for the Payee to first bring legal action in order to enforce payment of this Note. This Note may only be amended or modified by a written document signed by both the Payee and the Issuer.

16. Further Assurances. The Issuer, at its expense and at the Payee's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this Note.

17. Severability. The invalidity or unenforceability of any particular term of this Note will not affect or limit the validity or enforceability of the remaining terms.

18. Copy of Note. The Issuer acknowledges receipt of an executed copy of this Note.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed and delivered on the day and year first above written.

**ADVEN INC.**

By: Ingo Mueller
Ingo Mueller (Nov 17, 2025 14:04:54 GMT+1)

Name: Ingo Mueller

Title: CEO

**GUARANTEE**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AdvEn Industries Inc. hereby, jointly and severally, irrevocably and unconditionally guarantees to the Payee forthwith after demand therefor, the due and punctual payment of all payments of principal, premium (if any), interest, costs and expenses arising under or in connection with the Convertible Secured Promissory Note held by the Payee from time-to-time when and as the same shall become due and payable, whether at maturity, upon redemption, acceleration or otherwise, and the performance of all other obligations and liabilities of AdvEn inc. owing to the Payee, whether present or future, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency, under or in respect of such Convertible Secured Promissory Note.

**ADVEN INDUSTRIES INC.**

By: Ingo Mueller
Ingo Mueller (Nov 17, 2025 14:04:54 GMT+1)

Name: Ingo Mueller

Title: CEO

**This is Exhibit "Q" referred to in the Affidavit of Ingo Mueller Sworn before me this 8th of August, 2026**



**A Notary Public in and for the Province of Alberta**

Preet Saini
Barrister & Solicitor

EXECUTION VERSION

**INTERIM FINANCING AGREEMENT**

**UP TO USD $650,000** August 7, 2026

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (collectively, the "**Borrower**") each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part Ill of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filings being the "**Proposal Proceedings**") and Alvarez & Marsal Canada Inc. has been appointed as trustee in such Proposal Proceedings.

B. 2841034 Alberta Ltd. (the "**Lender**", and together with the Borrower, the "**Parties**") has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement (this "**Agreement**").

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

## 1. PROMISE TO PAY

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached as Schedule "A" of this Agreement, together with interest on such borrowings. All principal owing under this Agreement is collectively referred to as the "**Principal Sum**" and shall at no time exceed the amount of USD **$650,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement, the "**Indebtedness**"). Each Borrower is jointly and severally liable for all obligations under this Agreement.

## 2. INTEREST

Interest shall accrue on the outstanding Principal Sum at a rate of 8% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

## 3. PAYMENT

The Borrower shall pay the Lender the Indebtedness on October 31, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft, wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta (any other day being a "**Business Day**"), then such payment may be made on the next succeeding Business Day.

## 4. PREPAYMENT

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.

## 5. RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 6. GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 7. COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 8. DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 9. EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 10. GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

**11. AMENDMENT**

This Agreement may not be amended except in writing executed by each of the Parties hereto.

**12. WAIVERS**

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

**13. SEVERABILITY**

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

**14. ASSIGNMENT**

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

**15. COUNTERPARTS AND ELECTRONIC DELIVERY.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

**16. BINDING EFFECT**

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**2841034 ALBERTA LTD .**

Per: _____
Name: Mohsen Khorassani
Title: Director

**2841034 ALBERTA LTD.**

Per: Jacques Demers
Name: Jacques Demers
Title: Director

**SCHEDULE "A"**

**BORROWINGS**

| Date received | Amount (USD) |
|---|---|
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Dropbox Sign

Audit trail

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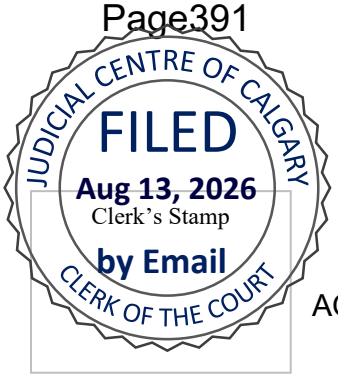
**This is Exhibit "C" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

COM - 19 Aug 2026

B301-400059




AO

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|---|---|
| COURT FILE NUMBER | 24-3400057<br>25-3400059 |
| COURT | COURT OF KING'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| | IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, c B-3, AS AMENDED<br><br>AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC. |
| APPLICANTS | ADVEN INC. AND ADVEN INDUSTRIES INC. |
| DOCUMENT | **FIRST REPORT OF ALVAREZ & MARSAL CANADA INC. IN ITS CAPACITY AS PROPOSAL TRUSTEE UNDER THE NOTICE OF INTENTION TO MAKE A PROPOSAL**<br><br>**August 13, 2026** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | **PROPOSAL TRUSTEE**<br>ALVAREZ & MARSAL CANADA INC.<br>Bow Valley Square IV<br>Suite 1110, 250 – 6th Avenue SW<br>Calgary, Alberta T2P 3H7<br>Orest Konowalchuk / Duncan MacRae<br>Telephone: (403) 538-4736 / (403) 538-7514<br>Email: okonowalchuk@alvarezandmarsal.com / dmacrae@alvarezandmarsal.com<br><br>**COUNSEL TO THE PROPOSAL TRUSTEE**<br>FASKEN MARTINEAU DUMOULIN LLP<br>Barristers & Solicitors<br>3400, 350 – 7th Avenue SW<br>Calgary, Alberta T2P 3N9<br>Attention: Robyn Gurofsky / Tiffany Bennett<br>Phone: (403) 261-9469 / (403) 261-5355<br>Fax: (403) 261-5351<br>Email: rgurofsky@fasken.com / tbennett@fasken.com<br>File: 303718.00007 |

ALVAREZ & MARSAL

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## LISTING OF APPENDICES

**APPENDIX A** Certificates of Filing of a Notice of Intention to Make a Proposal

**APPENDIX B** Affidavits of Mailing filed pursuant to section 50.4(6) of the BIA

**APPENDIX C** Cash Flow Statement filed pursuant to section 50.4(2) of the BIA

**APPENDIX D** Updated CF Forecast

**APPENDIX E** Interim Financing Agreement

**APPENDIX F** SISP

**APPENDIX G** Letter of August 13, 2026

**INTRODUCTION**

1. On July 20, 2026 (the "**Filing Date**"), AdvEn Inc. ("**AdvEn**") and AdvEn Industries Inc. ("**AdvEn Industries**" and, collectively, the "**AdvEn Group**" or the "**Companies**") each filed a Notice of Intention to Make a Proposal ("**NOI**" or the "**Filing**", and the resulting proceedings being, the "**NOI Proceedings**") pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). Alvarez & Marsal Canada Inc. consented to act as Trustee under the NOI Proceedings (in such capacity, the "**Proposal Trustee**").

2. Copies of the Certificates of Filing commencing the NOI proceedings were issued by the Office of the Superintendent of Bankruptcy ("**OSB**") and are attached hereto as Appendix "**A**".

3. Pursuant to section 50.4(8) of the BIA, the initial NOI period during which the Companies are required to file a proposal under the NOI Proceedings is from July 20, 2026 to August 19, 2026, or as further extended by order of this Court (the "**Stay Period**").

4. On August 10, 2026, the Companies served a notice of application to the service list of interested parties, seeking among other things, an order:

    a) that the NOI Proceedings be administratively consolidated and continued under Estate No. 25-3400059 (AdvEn Industries' estate);

    b) authorizing and empowering the Companies to obtain and borrow under a credit facility provided by 2841034 Alberta Ltd. (the "**Interim Lender**"), on the terms and conditions specified in the interim financing agreement dated August 7, 2026 between the Companies and the Interim Lender (the "**Interim Financing Agreement**"), up to the maximum amount of US$650,000;

c) granting an administration charge to the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Companies, as security for their professional fees and disbursements up to the maximum amount of $500,000 (the "**Administration Charge**");

d) granting a charge to the Companies' directors and officers as security for any obligations and liabilities they may incur as directors and officers of the Companies after the Filing Date, up to the maximum amount of $100,000 (the "**D&O Charge**");

e) granting a charge to the Interim Lender as security for all obligations of the Companies under the Interim Financing Agreement (the "**Interim Lender's Charge**");

f) declaring that the Administration Charge, the D&O Charge and the Interim Lender's Charge (together, the "**Proposed NOI Charges**") are priority charges that rank ahead of any and all charges, security interests, liens, trusts, deemed trusts and encumbrances against all of the Companies' present and after-acquired assets, property and undertakings (the "**Property**"), including liens and trusts created by federal and provincial legislation, and that the Proposed NOI Charges rank, as between themselves, in the following order of priority:

   i. first, the Administration Charge;

   ii. second, the D&O Charge; and

   iii. third, the Interim Lender's Charge;

g) approving the sale and investment solicitation process ("**SISP**"); and

h) extending the Stay Period to and including October 3, 2026.

**PURPOSE**

5. The purpose of this first report of the Proposal Trustee (this "**Report**") is to provide the Court and the Companies' stakeholders with information in respect of the following:

    a) the Companies' background;

    b) an overview of the books and records of the Companies;

    c) the events leading to the NOI;

    d) the activities of the Companies and the Proposal Trustee since the Filing;

    e) the Companies' actual cash flow receipts and disbursements as compared to the original cash flow forecast for the period of July 20, 2026 to August 21, 2026, which was filed with the OSB pursuant to section 50.4(2) of the BIA (the "**Initial CF Forecast**");

    f) the updated cash flow forecast (the "**Updated CF Forecast**") for the period of August 1, 2026 to October 2, 2026;

    g) the Companies' request for approval of the interim financing facility (the "**Interim Financing Facility**") and Interim Financing Agreement;

    h) the Companies' intended next steps, including the proposed SISP;

    i) the Companies' request for a stay extension to and including October 3, 2026 (the "**Proposed Stay Extension**");

    j) the Companies' request for the Proposed NOI Charges; and

    k) the Proposal Trustee's recommendations with respect to the above.

**TERMS OF REFERENCE**

6. In preparing this Report, the Proposal Trustee has relied upon unaudited financial information and other information provided by the Companies and other third parties. The Proposal Trustee has not performed an audit, review, or other verification of such information. An examination of the financial forecast as outlined in the *Chartered Professional Accountants of Canada Handbook* has not been performed.

7. Future oriented financial information relied upon in this Report is based on the Companies' assumptions regarding future events and actual results achieved will vary from this information and the variations may be material.

8. All references to dollars are in Canadian (CAD) currency unless otherwise noted.

**LIMITATION IN SCOPE OF REVIEW**

9. The Report has been prepared by the Proposal Trustee pursuant to the rules and regulations set out in the BIA. The BIA provides that the Proposal Trustee shall incur no liability for any act or omission pursuant to its appointment or fulfillment of its duties, save and except for gross negligence or wilful misconduct on its part.

10. This Report is not and should not be construed or interpreted as an endorsement, comment or recommendation to any creditor, prospective investor, or any persons to advance credit and/or goods and services or to continue to provide credit and/or goods and services or to lend monies to the Companies during these proceedings and/or at any other time.

11. The Proposal Trustee has not audited or reviewed the assets of the Companies, and with respect to such assets, has relied to a significant degree upon information provided by the Companies.

12. The Proposal Trustee is specifically not directed or empowered to take possession of the assets of the Companies or to manage any of the business and affairs of the Companies.

**BACKGROUND**

13. AdvEn Industries was founded in 2011 by Dr. Weixing Chen when he was exploring solutions to improve the quality of carbon precursors and to eliminate much of the industrial waste found in conventional carbon manufacturing processes. Today, the AdvEn Group is working to be a producer of carbon-based precursors for supercapacitors, batteries and industrial filtration.

14. AdvEn is a private corporation continued under the laws of the Province of Alberta. AdvEn Industries is a wholly owned subsidiary of AdvEn, incorporated under the laws of the Province of Alberta. The Companies are engaged in the development, scale-up and commercialization of their proprietary Advanced Super Activated Carbon ("**ASAC**") and Electrode Super Adhesive Coating ("**ESAC**") technologies for use in the supercapacitor, battery and industrial filtration industries.

15. Mr. Ingo Mueller is the chief executive officer of the AdvEn Group, as well as a director and shareholder of the Companies.

16. The Companies' research and development, pilot testing facilities, and ASAC manufacturing facility are located at a 36,800 square foot leased facility at Unit 300 – 3615 11 Street, Nisku, Alberta, Canada, T9E 1C6 (the "**Nisku Facility**"). AdvEn and AdvEn Industries share common management, common employees and common banking arrangements. All material business functions are performed on a consolidated basis. The Companies are still in their research and development phase, have been incurring losses since inception, and have not generated positive net income as of the December 31, 2025 financial statements.

17. The AdvEn Group currently employs 12 individuals, consisting of 4 full-time salaried employees and 8 contract consultants. Employees and consultants work a

hybrid schedule between remote and the Nisku Facility. None of the employees are unionized.

18. Further background of the AdvEn Group and its operations is contained in the materials filed in support of the application for the Proposed Stay Extension, including the affidavit of Ingo Mueller (the "**Mueller Affidavit**"). These documents, together with other information regarding the NOI Proceedings, have been posted on the Proposal Trustee's website at www.alvarezandmarsal.com/adven (the "**Website**").

## BOOKS AND RECORDS

19. AdvEn's unaudited financial statements for the fiscal year ending December 31, 2025 (the "**Financial Statements**") indicate that the book value of its assets was approximately $11.4 million, while its total liabilities amounted to approximately $27.1 million. As previously noted, AdvEn Industries is wholly owned by AdvEn.

### Overview of Assets

20. According to the Financial Statements, the primary asset consists of property, plant, and equipment of approximately $8.8 million, comprising lab equipment, production equipment, computer and office equipment, leasehold improvements, assets under construction, and customized production equipment.

### Overview of Liabilities

21. The Companies' creditor listings as of the Filing Date indicated total obligations of approximately CAD$19.5 million owed to AdvEn's creditors, and approximately CAD$3.8 million to AdvEn Industries' creditors, including creditors with balances of $250 or less.

*Senior Secured Creditors*

22. The Companies secured debt obligations total approximately CAD$12.2 million, of which $11. 4 million relates to AdvEn and $0.8 million relates to AdvEn Industries. The make up of the Companies senior secured creditor obligations are largely from three principal secured creditors, namely:

a) Secure Property Development & Investment Plc ("**SPDI**"): AdvEn Industries issued two secured promissory notes dated August 5, 2025 and November 2025, respectively (together, the "**SPDI Notes**"), to SPDI in the aggregate principal amount of €500,000. As security for the SPDI Notes, SPDI holds General Security Agreements dated August 5, 2025 and November 2025, which purport to grant to SPDI a security interest over all of the present and after-acquired personal property of AdvEn Industries, excluding intellectual property. Both SPDI Notes have matured and, as of April 30, 2026, the aggregate amount outstanding thereunder, including accrued and unpaid interest, is approximately $0.8 million.

b) Excelsior Management Limited ("**Excelsior**"): The Companies issued a secured convertible promissory note dated December 18, 2025 (the "**Excelsior Note**") to Excelsior in the principal amount of £450,000. As security for the Excelsior Note, Excelsior holds General Security Agreements dated for reference December 18, 2025 from the Companies, which purport to grant to Excelsior a security interest over all of the present and after-acquired personal property of the Companies, in each case excluding intellectual property. The Excelsior Note is due on December 18, 2026, and, as of April 30, 2026, the aggregate amount outstanding under the Excelsior Note, including accrued and unpaid interest, is approximately $0.9 million.

c) 2815793 Alberta Ltd. ("**281 Alberta Ltd.**"): The Companies issued a grid promissory note dated May 19, 2026 to 281 Alberta Ltd. in the maximum principal amount of US$900,000 (the "**281 Note**") in respect of advances from 281 Alberta Ltd. used to fund the Companies' working capital requirements prior to the commencement of these NOI Proceedings. As security for the 281 Note, 281 Alberta Ltd. holds a General Security Agreement made effective as of May 19, 2026, which purports to grant to 281 Alberta Ltd. a security interest over all of the present and after-acquired personal property of the Companies.

23. The Proposal Trustee is currently conducting a review, through its independent legal counsel, of the validity and enforceability of the various security. The results of this review will be discussed in a later report.

*Convertible Secured Noteholders*

24. Between December 2021 and September 2022, the AdvEn Group (including through AdvEn's predecessor, Nano Innovations Inc.) raised approximately US$4 million through the issuance of a series of 10% senior secured convertible promissory notes (each a "**Convertible Note**" and collectively, the "**Convertible Notes**") to various investors (each a "**Convertible Noteholder**" and collectively, the "**Convertible Noteholders**") pursuant to a securities purchase agreement with each Convertible Noteholder. All of the Convertible Notes have matured and AdvEn is in default thereunder. Certain Convertible Noteholders entered into extension and amendment agreements in 2025, which have also matured. As of April 30, 2026, the aggregate amount outstanding under the Convertible Notes, including accrued interest and penalties, was approximately $10.5 million. Any security pledged in connection with the Convertible Notes will be included in the Proposal Trustee's security review.

*Other Unsecured Noteholders*

25. The Companies have also raised capital from the following parties:

a) Gustavo Perez Sanchez: AdvEn issued an unsecured promissory note dated February 15, 2025, to Gustavo Perez Sanchez in the principal amount of US$50,000 pursuant to an unsecured promissory note purchase agreement dated February 15, 2025 (the "**Sanchez Note**"). The Sanchez Note matured in August 2025 and, as of April 30, 2026, the aggregate amount outstanding thereunder, including accrued interest and penalties, is approximately $0.1 million.

b) Grzegorz Ombach: AdvEn Industries received a short-term bridge loan in the principal amount of US$36,600 pursuant to a short-term bridge loan agreement executed by AdvEn Industries on 26 May 2025 and by Grzegorz Ombach on 5 June 2025 (the "**Ombach Bridge Note**"). The Ombach Bridge Note matured on August 1, 2025, and, as of April 30, 2026, the aggregate amount outstanding thereunder, including accrued interest and penalties, is approximately $60,000.

c) AdvEn Inc. UK PLC ("**AdvEn UK**"): AdvEn issued a convertible secured promissory note dated November 15, 2025, to AdvEn UK in the principal amount of US$200,000 (the "**AdvEn UK Note**"). AdvEn UK is an unrelated company incorporated in the United Kingdom. The AdvEn UK Note matured on June 30, 2026, and, as of April 30, 2026, the aggregate amount outstanding thereunder, including accrued interest and penalties, is approximately $0.3 million. As with the Convertible Noteholders, any security pledged in connection with the AdvEn UK Note will be included in the Proposal Trustee's security review.

*Employee Wages*

26. As of June 5, 2026, the Companies owed approximately $0.7 million of wages in arrears, and approximately $0.1 million of accrued vacation pay in respect of their current employees. Employees are paid on a monthly basis.

*Management and Director Compensation*

27. As of June 6, 2026, the Companies owed $0.8 million payable to management and $0.4 million payable to directors.

**Enforcement Proceedings**

28. Alberta PPSA searches disclose four writs of enforcement registered against the Companies totalling approximately $0.3 million.

**EVENTS LEADING TO THE NOI FILING**

29. The Proposal Trustee understands that the Companies are currently working on multiple research and development projects in an attempt to deliver a high-performance technology platform for converting hydrocarbon resources to non-combustion applications. The Companies are in a research and development phase and rely, at this time, on grants, loans, equity raises, and other forms of government assistance to fund these activities.

30. The Filing resulted from several factors, as outlined in the Mueller Affidavit, including:

    a) Pre-Commercial Stage and Capital Requirements: Since inception, the Companies have been focused on the development, scale-up and commercialization of their ASAC and ESAC technologies. As a technology company at the commercial demonstration stage, the Companies have not yet achieved sustainable positive cash flow from operations and have relied upon external financing to fund their working capital requirements, technology development and operations.

b) Nisku Facility: The Companies advise that, since entering the Nisku Facility in March 2021, they have invested approximately $6.5 million in leasehold improvements, fixtures, and equipment to build out and operationalize their processing plant. Notwithstanding this investment, the Companies have determined that approximately US$8 million in additional capital is required to address fundamental deficiencies in the design and operation of the plant. Without these capital improvements, the Companies advise that the plant will not achieve the production volumes and operating efficiencies required to support a sustainable business.

c) Inability to Raise Additional Capital: While the Companies have historically been able to raise significant capital from investors and lenders to fund their operations, technology development and improvements to the Nisku Facility, much of this debt has now matured and remains outstanding. Despite significant efforts, the Companies have been unable to raise sufficient additional capital to retire their existing indebtedness and fund their ongoing operations to the point of commercial viability. The Companies understand that certain existing investors may be willing to provide additional capital to a restructured entity, which they intend to explore as part of these proceedings.

d) Operational and Commercial Challenges: The Companies have experienced delays in scaling their ASAC and ESAC technologies from laboratory and pilot activities to commercial production. Additional equipment, engineering work and facility upgrades are required to complete the pilot and production systems, improve process reliability and quality control, and produce sufficient quantities of representative samples for customer evaluation.

31. The Companies attempted to address these factors by taking steps to reorganize operationally but were unsuccessful. As a result, the Companies were unable to

meet their obligations as they became due and filed an NOI to provide stability to their business and an opportunity to restructure.

**ACTIVITIES OF THE COMPANIES AND THE PROPOSAL TRUSTEE**

32. Since the Filing, the Proposal Trustee and Companies' management ("**Management**") have engaged in the following activities:

a) the Proposal Trustee mailed out the initial notice to all known creditors on July 24, 2026, pursuant to section 50.4(6) of the BIA and posted same to its Website. The Affidavit of Mailing is attached as Appendix "**B**";

b) Management, with the assistance of the Proposal Trustee, prepared the Initial CF Forecast, along with assumptions, which were filed by the Proposal Trustee with the OSB on July 30, 2026, in accordance with section 50.4(2) of the BIA, a copy of which is attached as Appendix "**C**";

c) the Proposal Trustee engaged the services of Fasken Martineau DuMoulin LLP ("**Fasken**") to act as its independent legal counsel in the NOI Proceedings;

d) the Proposal Trustee engaged in numerous discussions with Management, Fasken and the Companies' legal counsel relating to matters relevant to the NOI Proceedings;

e) the Proposal Trustee attended a site visit at the Nisku Facility;

f) the Proposal Trustee established and maintains the Website;

g) the Proposal Trustee, in consultation with Management, prepared the proposed SISP;

h) the Proposal Trustee prepared this Report in connection with the Companies' application scheduled for August 19, 2026; and

i) the Proposal Trustee monitored the Companies' ongoing financial affairs and activities.

## ACTUAL CASH FLOW RESULTS COMPARED TO FORECAST

33. Management, with the assistance of the Proposal Trustee, prepared the Initial CF Forecast for the Companies for the period of July 20, 2026, to August 21, 2026 (the "**Initial Forecast Period**") and it is attached as Appendix "**C**". The notes to the Initial CF Forecast are an integral part of, and should be read in conjunction with, the Initial CF Forecast.

34. Actual receipts and disbursements for the 12-day period ending July 31, 2026 (the "**Reporting Period**"), as compared to the Initial Forecast Period, are summarized in the following table:

| **AdvEn Inc. & AdvEn Industries Inc.**<br>**2-week Cash Flow Variance**<br>$CAD 000's | **Actual** | **Forecast** | **Variance** |
|---|---|---|---|
| **Cash Receipts** | | | |
| SR&ED Payment Canada | - | - | - |
| Tax Refunds | 3 | 3 | - |
| **Total Cash Receipts** | **3** | **3** | **-** |
| **Cash Disbursements** | | | |
| Payroll & Benefits | (12) | (60) | 48 |
| Contractors & Consultants | - | (90) | 90 |
| Operating Costs | (3) | (25) | 22 |
| Rent & Insurance | - | (56) | 56 |
| General & Administrative | (18) | (18) | - |
| Operating Contingency | - | (10) | 10 |
| Professional Fees | - | (105) | 105 |
| **Total Cash Disbursements** | **(33)** | **(364)** | **331** |
| **Net Cash Flow** | **(30)** | **(361)** | **331** |
| Opening Cash | 983 | 982 | 1 |
| Net Cash Flow | (30) | (361) | 331 |
| Interim Financing Facility | - | - | - |
| **Closing Cash** | **953** | **621** | **332** |

35. During the Reporting Period, the Companies experienced various positive timing variances, largely relating to the financial line items noted in the above chart.

**UPDATED CF FORECAST**

36. Management, with the assistance of the Proposal Trustee, prepared the Updated CF Forecast for the Companies for the period of August 1, 2026 to October 2, 2026 and it is attached as Appendix "**D**". The notes to the Updated CF Forecast are an integral part of, and should be read in conjunction with, the Updated CF Forecast.

37. A summary of the Updated CF Forecast is below:

| **AdvEn Inc. & AdvEn Industries Inc.**<br>**9-week Cash Flow Projection**<br>$CAD 000's | ***Notes*** | **9-week total**<br>**Total** |
|---|---|---|
| **Cash Receipts** | | |
| SR&ED Payment Canada | *a* | 590 |
| Tax Refunds | *a* | 98 |
| **Total Cash Receipts** | | **688** |
| **Cash Disbursements** | | |
| Payroll & Benefits | *b* | (185) |
| Contractors & Consultants | *b* | (464) |
| Operating Costs | *b* | (233) |
| Rent & Insurance | *b* | (170) |
| General & Administrative | *b* | (123) |
| Operating Contingency | *b* | (90) |
| Professional Fees | *c* | (674) |
| **Total Cash Disbursements** | | **(1,939)** |
| **Net Cash Flow** | | **(1,251)** |
| Opening Cash | | 953 |
| Net Cash Flow | | (1,251) |
| Interim Financing Facility | *d* | 910 |
| **Closing Cash** | | **612** |

38. The following notes and assumptions are an integral part of the Updated CF Forecast:

a) cash receipts consist of Scientific Research & Experimental Development ("**SR&ED**") credits, and tax refunds;

b) cash disbursements were estimated based on historical company data for payroll costs, equipment and plant maintenance, advisors, utilities, rent, insurance and a reasonable contingency was applied to account for unforeseen amounts;

c) professional fees were forecast based on the expected complexity of the NOI Proceedings, and include the fees and costs of counsel to the Companies, the Proposal Trustee and counsel to the Proposal Trustee; and

d) the Interim Financing Facility borrowing is based on the expected cash need and credit available from the Interim Financing Facility and is based on the full facility amount of US$650,000 converted at an illustrative exchange rate of 1.4:1.0 CAD:USD.

**PROPOSED INTERIM FINANCING FACILITY**

39. The Companies are seeking approval for interim financing in the form of the Interim Financing Facility. 2841034 Alberta Ltd. is the Interim Lender under the proposed Interim Financing Facility. The Interim Financing Agreement between the Companies and the Interim Lender, dated August 7, 2026, documenting the Interim Financing Facility, is subject to Court approval.

40. Capitalized terms in this section and not otherwise defined shall have the meanings ascribed to them in the Interim Financing Agreement.

41. A copy of the Interim Financing Agreement submitted to the Court is attached as Appendix "**E**" to this Report. The material terms of the Interim Financing Agreement include:

a) the Interim Financing Facility is available in multiple advances up to the maximum principal amount of US$650,000;

b) interest accrues on advances at a rate of 8% per annum; and

c) the maturity date is October 31, 2026, unless extended by the Interim Lender.

42. Pursuant to section 50.6(5) of the BIA, the Proposal Trustee has reviewed the proposed Interim Financing Facility and proposed Interim Lender's Charge and has considered the following factors:

a) the period during which the Companies are expected to be subject to the proceedings under the BIA;

b) how the Companies' business and financial affairs are to be managed during the NOI Proceedings;

c) whether the Companies' management has the confidence of their major creditors;

d) whether the proposed Interim Financing Facility would enhance the prospects of a viable proposal being made in respect of the Companies;

e) the nature and value of the Companies' property; and

f) whether any creditor would be materially prejudiced as a result of the security or charge.

43. In consideration of the foregoing factors, the Proposal Trustee offers the following comments and observations:

a) the Companies do not have sufficient funds to continue operations and carry out their restructuring efforts, unless the proposed Interim Financing Facility is approved by this Honourable Court;

b) the proposed Interim Financing Facility will allow the Companies to continue operations and enable the protection and preservation of the Companies' assets during the proposed SISP period;

c) a bankruptcy could result in little to no recoveries to creditors due to the highly specialized nature of the Companies' manufacturing assets and the inability to preserve the specialized assets during the process without funding. As such, it is likely greater recoveries could be achieved if an appropriate marketing, sale and restructuring process is implemented to properly identify a party interested in the specialized assets, while stabilizing operations and preserving the assets through the NOI Proceedings;

d) the amount of interim financing, if made available under the proposed Interim Financing Facility, should be sufficient to cover the period up to October 3, 2026, based on the Updated CF Forecast. This timeframe will provide the Companies with adequate time to complete the restructuring process, subject to the results of Phase I of the SISP (as discussed below) and fund the Companies' operations to at least October 3, 2026;

e) the Proposal Trustee understands that the sources of funding behind the Interim Lender are also affiliated with certain existing secured creditors. The Proposal Trustee understands that such existing secured creditors were consulted by Management in the development of an interim financing structure and that the Interim Lender was established for the purpose of providing the Interim Financing Facility, with several of those existing secured creditors being among its sources of funding. On this basis, the Proposal Trustee believes that certain major stakeholders would not be providing the Interim Financing Facility if they did not have confidence in Management to see the Companies through to a transaction in the NOI Proceedings. However, the Proposal Trustee was copied on correspondence on August 13, 2026 (the date of this First Report) from another group of secured creditors who were initially in discussions with the parties behind the current Interim

Lender but who were unable to reach an agreement with those parties. A copy of the August 13, 2026 letter is attached as Appendix "**G**". The letter outlines the fact that the secured parties object to the application and the basis for those objections. The Proposal Trustee is making inquiries with the parties to determine whether a resolution to these issues can be reached;

f) should the Interim Financing Facility not be approved by this Honourable Court, the Companies' operations will experience a material adverse change, and, per the Updated CF Forecast, the Companies will run out of cash by the final week of August 2026, which would eventually lead to the Companies being deemed bankrupt; and

g) the proposed Interim Financing Facility request does not appear to unduly prejudice any other creditors of the Companies.

44. The Proposal Trustee has reviewed the terms and values within the Interim Financing Facility, and they appear to be commercially reasonable in the circumstances. The Proposal Trustee is of the view that the interest rate being charged is comparable to and within a reasonable range of interim financing loans based on its review and experience with other recent NOI filings and/or other court restructuring proceedings.

45. The Proposal Trustee will continue to provide oversight on how the Companies will manage their cash flows on a day-to-day basis and will continue to report to the Court and the Companies' stakeholders.

**SALE AND INVESTMENT SOLICITATION PROCESS**

46. The Companies are seeking approval of a SISP to be conducted by the Proposal Trustee. A copy of the proposed SISP is attached as Appendix "**F**" to this Report. The SISP is intended to solicit interest in, and opportunities for, the acquisition of

or investment in all of the Property of the Companies and/or their business operations (the "**Business**") (together, the "**Opportunity**").

47. Capitalized terms in this section and not otherwise defined shall have the meanings ascribed to them in the SISP.

48. The Proposal Trustee is solely responsible to administer and carry-out the terms and conditions of the SISP. The SISP consists of two phases, where in the first phase ("**Phase I**"), the Potential Bidders are required to prepare and submit a Phase I Bid by the Phase I Bid Deadline.

49. If the Proposal Trustee, in consultation with the Companies, identifies multiple Phase I Bidders to be Qualified Bidders, such Qualified Bidders will be invited to participate in the second phase ("**Phase II**") wherein they are to submit Phase II Bids by the Phase II Bid Deadline.

50. If the Proposal Trustee receives only one viable Phase I Bid by the Phase I Bid Deadline, or if the Proposal Trustee, in consultation with the Companies, identifies only one Phase I Bidder to be a Qualified Bidder, the Proposal Trustee is authorized, but not required, to deem such Phase I Bid as the Successful Bid, without seeking submissions of Phase II Bids.

51. The SISP provides for the following key milestones:

| Milestone | Deadline |
|---|---|
| Proposal Trustee to create list of Known Potential Bidders and distribute and prepare marketing materials and materials for the Data Room | As soon as practical following the granting of the SISP Approval Order and in any event no later than August 21, 2026 |
| Commencement of SISP | August 21, 2026 |
| Deadline for submission of Phase I Bids | No later than 12:00 p.m. (Calgary Time) on September 25, 2026 |
| Deadline for submission of Phase II Bids | No later than 12:00 p.m. (Calgary Time) on October 9, 2026 |
| Selection of the Successful Bid(s) and Back-Up Bid(s) | No later than 12:00 p.m. (Calgary Time) on October 16, 2026 |
| Definitive Agreement Deadline | October 21, 2026 |
| Filing of application to approve the Successful Bid(s) | Week of October 26, 2026 |
| Hearing of the Approval Application (as defined below) | Week of November 2, 2026 |
| Outside Date | November 30, 2026 |

52. Subject to any order of the Court, the milestone dates may be extended by the Proposal Trustee in consultation with the Companies.

53. Any transaction will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Proposal Trustee, the Companies, or any of their respective agents, advisors or estates, and, in the event of a sale, Potential Bidders may specify in their Bids that all of the right, title and interest of the Companies in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, financial and monetary claims, charges, options and interests therein and thereon pursuant to Court order(s), to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court order(s).

54. As soon as reasonably practicable following the granting of the SISP Approval Order, and in any event no later than August 21, 2026, the Proposal Trustee shall, in consultation with the Companies:

a) prepare (i) a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest in the Property or the Business; and (ii) through the assistance of the Companies' counsel, a non-disclosure agreement in form and substance satisfactory to the Companies and the Proposal Trustee (an "**NDA**");

b) gather and review all required due diligence material to be provided to interested parties and establish a secure electronic data room (the "**Data Room**"), which will be maintained and administered by the Proposal Trustee during the SISP;

c) prepare a list of potential bidders, including: (i) parties that have approached the Companies or the Proposal Trustee indicating an interest in the Opportunity; and (ii) local and international strategic and financial parties who the Proposal Trustee, in consultation with the Companies, believes may be interested in purchasing all or part of the Business or Property or investing in the Companies pursuant to the SISP (collectively, the "**Known Potential Bidders**");

d) cause a notice of the SISP to be published in the *Calgary Herald*, *Edmonton Journal*, and/or other industry publications determined to be beneficial or appropriate; and

e) send the Teaser Letter and NDA to all Known Potential Bidders.

55. The Proposal Trustee, in consultation with the Companies, subject to competitive and other business considerations, will afford each party who executes an NDA (each such party a "**Potential Bidder**" and all such parties the "**Potential Bidders**") access to such due diligence material and information relating to the Companies, the Property and the Business as the Proposal Trustee, in consultation with the Companies, deems appropriate. Due diligence may include access to the Data

Room, management presentations, and other matters which a Potential Bidder may reasonably request and as to which the Proposal Trustee, in its judgment and in consultation with the Companies, may agree. The Proposal Trustee will designate a representative or representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Proposal Trustee nor the Companies will be obligated to furnish any information relating to the Companies, the Property or Business to any person other than as is expressly provided for in the SISP.

56. The Proposal Trustee, in consultation with the Companies, reserves the right to limit access to any confidential information (including any information in the Data Room) where, in the opinion of the Proposal Trustee, in consultation with the Companies, such access could negatively impact the SISP, the ability to maintain the confidentiality of the Companies' confidential or competitive information, the Business, or the Property. For the avoidance of doubt, selected due diligence information may be withheld from parties that have executed an NDA if the Proposal Trustee, in consultation with the Companies, determines that such information represents proprietary or sensitive competitive information.

57. Without limiting the generality of any term or condition of any NDA between the Companies, on the one hand, and any Potential Bidder or Bidder (as defined below), on the other hand, unless otherwise agreed by the Proposal Trustee in consultation with the Companies or ordered by the Court, no Potential Bidder or Bidder is permitted to have any discussions with: (a) any counterparty to any contract with the Companies (or any of them), any secured or unsecured creditor of the Companies, any current or former director, manager, shareholder, officer, member or employee of the Companies (or any of them), other than in the normal course of business and wholly unrelated to the Companies, the Opportunity, the SISP or the Proposal Proceedings; or (b) any other Potential Bidder or Bidder regarding the SISP, the Opportunity, or any Bids submitted or contemplated to be submitted

pursuant to the SISP. Notwithstanding the foregoing, where any such communications are agreed to with the Proposal Trustee's consent, such discussions must be made in the presence of the Proposal Trustee.

58. Potential Bidders and Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Companies, Property and Business in connection with their participation in the SISP and any transaction they enter into with the Companies (or either of them).

59. Potential Bidders that wish to make an offer to purchase, or make an investment in, the Companies, Property or Business, or any part thereof (each, a "**Bid**" and collectively, the "**Bids**", and such Potential Bidders being each, a "**Bidder**" and collectively, the "**Bidders**") are required to submit a non-binding offer either individually or in combination with other offers (each, a "**Phase I Bid**" and collectively, the "**Phase I Bids**") that complies with all of the requirements of the SISP to the Proposal Trustee, which Phase I Bid must be delivered by such Bidder (a "**Phase I Bidder**") by no later than 12:00 p.m. (Calgary Time) on September 25, 2026 (the "**Phase I Bid Deadline**").

60. Following the Phase I Bid Deadline, the Proposal Trustee, in consultation with the Companies, will assess the Phase I Bids received and may designate the most competitive Phase I Bids that comply with the requirements set out herein to be "**Qualified Bids**". Only Phase I Bidders whose Phase I Bids have been designated as Qualified Bids (each such Phase I Bidder a "**Qualified Bidder**") are eligible to become the Successful Bidder(s) or Back-Up Bidder(s).

61. If it is determined by the Proposal Trustee, in consultation with the Companies, that a Phase I Bidder (a) has a *bona fide* interest in consummating a Bid, and (b) has the financial, managerial, operational, technical, and other capabilities to consummate a Bid, then such Phase I Bidder will be deemed a Qualified Bidder and its Phase I Bid will be deemed a Qualified Bid, provided that, the Proposal Trustee may, in its reasonable business judgment, limit the number of Qualified Bidders (and thereby

eliminate some Phase I Bidders who have submitted Phase I Bids from the SISP), taking into account the factors identified in the SISP.

62. The Proposal Trustee, in consultation with the Companies, may waive strict compliance with any one or more of the requirements set out herein and deem such non-compliant Phase I Bid(s) to be Qualified Bid(s).

63. The Proposal Trustee, in consultation with the Companies, may aggregate separate Phase I Bids from unaffiliated Bidders to create one or more Qualified Bids.

64. The Proposal Trustee, in consultation with the Companies, is entitled to discuss and negotiate the Phase I Bid(s) and the form of any Sale Proposal(s) or Investment Proposal(s) prior to the Phase I Bid Deadline for purposes of amending or clarifying the terms and form thereof.

65. The Proposal Trustee will then cause each Phase I Bidder to be notified in writing as to whether its Phase I Bid constituted a Qualified Bid as soon as reasonably practicable following the Phase I Bid Deadline.

66. If the Proposal Trustee, in consultation with the Companies, determines that only one Phase I Bid has been submitted and/or qualified as a Qualified Bid by the Phase I Bid Deadline, the Proposal Trustee is authorized, but not required, in its sole discretion, to deem such Phase I Bid (or Qualified Bid, as applicable) the Successful Bid without proceeding to Phase II, and to take such steps as are reasonably necessary to enter into definitive agreements with the applicable Phase I Bidder and close the contemplated transaction(s).

67. Qualified Bidders that wish to continue to participate in the SISP are required to submit a binding offer either individually or in combination with other offers (each, a "**Phase II Bid**" and collectively, the "**Phase II Bids**") that complies with all of the requirements of the SISP to the Proposal Trustee, which Phase II Bid must be delivered by such Qualified Bidder (a "**Phase II Bidder**") by no later than 12:00 p.m. (Calgary Time) on October 9, 2026 (the "**Phase II Bid Deadline**").

68. In reviewing the Phase II Bids and before determining a Successful Bid or Back-Up Bid, the Proposal Trustee retains full discretion and authority to discuss the Bids received, and their terms, with the applicable Phase II Bidders.

69. If the Proposal Trustee receives one or more Phase II Bid(s), and the Proposal Trustee is satisfied in its reasonable business judgment, in consultation with the Companies, that it would be appropriate to consummate the transaction(s) contemplated by the Phase II Bid(s), the Proposal Trustee will designate such Phase II Bid(s) as the successful bid(s) (the "**Successful Bid(s)**", and the Phase II Bidder(s) making such Bid(s), the "**Successful Bidder(s)**"), with or without negotiation of the Phase II Bid(s). The Proposal Trustee may further designate one or more Phase II Bid(s) as secondary successful bid(s) that may become the Successful Bid(s) only in the event that the Successful Bid(s) are not approved by the Court or do not otherwise close (the "**Back-Up Bid(s)**", and the Phase II Bidder(s) making such Back-Up Bid(s) the "**Back-Up Bidder(s)**"). The Proposal Trustee will use its reasonable business judgment, in consultation with the Companies, to designate any Back-Up Bid(s) arising out of Phase II.

70. The Interim Lender is required to notify the Proposal Trustee in writing within the ten (10) business days that follow the granting of the SISP Approval Order if it intends to submit a Bid in the SISP (a "**Participation Notice**"). If the Interim Lender delivers a Participation Notice to the Proposal Trustee, the Interim Lender and its counsel will not receive any information related to any Bid, the number of Bidders participating, or any information regarding any party participating in the SISP. Any Bid submitted by the Interim Lender will be deemed to constitute a Qualified Bid notwithstanding the requirements set forth in the SISP.

71. The Proposal Trustee will not furnish any information to any officer, director, or employee of, or other non-arm's length party in relation to, the Companies (each such person, an "**Insider**") where the Insider's receipt of such information might create an unfair advantage or jeopardize the integrity of the SISP, unless such Insider irrevocably confirms in writing to the Proposal Trustee that he, she or it is

not submitting or participating directly or indirectly in the submission of a Bid (an "**Insider Notice**"). Any Insider who delivers an Insider Notice to the Proposal Trustee will not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, or Successful Bidder in the SISP and is thereafter entitled to receive such updates and information regarding the status of the SISP as the Proposal Trustee deems appropriate.

72. To the extent any officer, director or other employee of the Companies (each such person, a "**Participating Employee**") is or is related to a Potential Bidder, the Proposal Trustee and the Companies will not provide such Participating Employee with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such Participating Employee and Potential Bidder irrevocably confirm in writing to the Proposal Trustee that they will not submit or participate directly or indirectly in the submission of a Bid.

***The Proposal Trustee's comments on the SISP***

73. The Proposal Trustee is of the view that the implementation of the SISP by the Proposal Trustee, in consultation with the Companies, is appropriate under the circumstances. The Proposal Trustee is of the view that the SISP ought to be ratified and approved by this Honourable Court for the following reasons:

a) the SISP provides a fair and transparent process which will be conducted in such a manner as to give prospective bidders equal opportunity to express their interest in making a bid;

b) the SISP provides for an approximate five-week marketing process to sufficiently expose the opportunity to the market. In the event there is *bona fide* interest, an additional two-week period will allow qualified parties additional time to conduct diligence. This marketing process properly balances the exposure to the market with the liquidity constraints experienced by the Companies;

c) no stakeholder, including secured creditors, appears likely to be materially prejudiced by the process.

74. Phase II of the SISP, if implemented, would require steps being taken beyond October 31, 2026, which is the maturity date of the proposed Interim Financing Facility. However, the Proposal Trustee considers the structure and anticipated timelines of the SISP to be reasonable, given that Phase II of the SISP would proceed only in circumstances where there are multiple Qualified Bids following the completion of Phase I, and the Proposal Trustee expects to engage in discussions with the Interim Lender and the Companies to facilitate a commercial resolution to extend the maturity of the Interim Financing Facility, if required.

75. The Proposal Trustee is of the view that time is of the essence in ensuring that an efficient restructuring of the business occurs given the Companies' liquidity constraints.

**PROPOSED NOI CHARGES**

***Administration Charge***

76. The Companies are seeking an Administration Charge over the Property, up to a maximum of $500,000, to secure payment of the fees and disbursements of the Proposal Trustee, counsel for the Proposal Trustee, and counsel for the Companies.

77. These NOI Proceedings require the necessary involvement of professionals to guide and complete a successful proposal and as such, it is the Proposal Trustee's respectful view that the Administration Charge is reasonable and appropriate to ensure the continued support of the respective professionals in the Companies' efforts to restructure their affairs throughout the entire NOI Proceedings.

78. Should the services (time and materials) being provided by the professionals in the NOI Proceedings exceed what has been forecast in the Updated CF Forecast, the Companies, with the support of the Proposal Trustee, believe the Administration

Charge should provide sufficient additional security, under the circumstances, towards any additional fees and costs that may occur.

***D&O Charge***

79. The Companies are seeking a D&O Charge against the Property to a maximum amount of $100,000 as security for the Companies' obligation to indemnify such directors and officers for obligations and liabilities which they may incur in such capacities after the commencement of these NOI Proceedings, except to the extent such obligation or liability was incurred as a result of the directors' or officers' gross negligence or wilful misconduct.

80. The AdvEn Group has directors' and officers' insurance coverage through September 30, 2026 provided by Zurich Canada, however the coverage expires partway through the Proposed Stay Extension period.

81. The Companies require the services of their directors and officers to continue operations of the Nisku Facility, maintain compliance and a good relationship with the regulatory authorities, and develop a viable proposal. The Companies' directors and officers (collectively comprising Ingo Mueller, Benjamin Hill, and Grzegorz Ombach) have the technical and intimate knowledge, experience, and relationships necessary to maximize the value of the Companies to complete a successful restructuring.

82. The Proposal Trustee has evaluated the quantum of the Companies' proposed D&O Charge, and the Proposal Trustee believes that this amount is reasonable in the circumstances, considering, among other factors, payroll obligations, CRA obligations and the amount of similar Court-approved charges in comparable proceedings.

***Interim Lender's Charge***

83. The Companies are seeking an Interim Lender's Charge of US$650,000 against the Property to secure obligations incurred on the proposed Interim Financing Facility.

84. As previously discussed, the Proposal Trustee does not consider the proposed Interim Financing Facility to be unduly prejudicial to the AdvEn Group's other creditors, and the Proposal Trustee supports the application for approval of the Interim Lender's Charge in the amount sought. The Proposal Trustee is of the view that the proposed Interim Financing Facility will enhance the AdvEn Group's ability to successfully restructure under the BIA.

85. The Interim Lender's Charge is necessary to ensure that the Interim Lender has security for the proposed Interim Financing Facility. The proposed quantum of the advance(s) under the proposed Interim Financing Facility has been determined based upon the projected cash flow needs set out in the Updated CF Forecast.

86. It is the Proposal Trustee's respectful view that the Interim Lender's Charge is reasonable and appropriate to fund the Companies' operations and the cost of administering these proposal proceedings.

***Ranking of the Proposed NOI Charges***

87. The priorities of the Proposed NOI Charges, as among them, are proposed as follows:

    a) First: Administration Charge, up to the maximum amount of $500,000;

    b) Second: D&O Charge, up to the maximum amount of $100,000; and

    c) Third: Interim Lender's Charge, up to the maximum amount of US$650,000.

88. Pursuant to the proposed form of order, each of the Proposed NOI Charges will constitute a charge on the Property and such Proposed NOI Charges will rank in

priority to all other security interests, trusts, liens, charges, encumbrances, and claims of secured creditors, statutory or otherwise, in favour of any person, consistent with prior orders granted in similar proceedings.

**APPLICATION TO EXTEND THE TIME TO FILE A PROPOSAL**

89. Unless it is extended, the Stay Period will expire on August 19, 2026, and the Companies are seeking an extension of the period in which they are required to file a proposal to October 3, 2026, pursuant to section 50.4(9) of the BIA.

90. The Proposal Trustee has considered the Proposed Stay Extension request of the Companies and the circumstances currently facing the Companies. The Proposal Trustee is supportive of a 45-day Proposed Stay Extension, to October 3, 2026, which should serve to provide the Companies with the time required to allow the Companies to restructure their affairs.

91. The Proposal Trustee considered the following factors regarding the Proposed Stay Extension:

    a) the Companies are acting in good faith and with due diligence;

    b) the Companies would likely be able to make a viable proposal if the Stay Period were to be extended; and

    c) no creditor in these proceedings will be materially prejudiced if the extension were to be granted.

92. It is the Proposal Trustee's respectful view that, to date, Management has been acting in good faith and with due diligence in this matter. The Companies have been made aware of their obligation to act in good faith and with due diligence pursuant to section 50.4(9) of the BIA.

93. The Proposal Trustee is of the view that the Proposed Stay Extension is appropriate and necessary for the Companies to advance efforts to achieve a successful

restructuring, and that no stakeholder or creditor is likely to be materially prejudiced if an extension is granted.

94. Without an extension to the current stay of proceedings, the Companies will not be able to develop a proposal and restructure their affairs.

**PROPOSAL TRUSTEE'S RECOMMENDATIONS**

95. The Proposal Trustee respectfully recommends that this Honourable Court approve the following:

a) that the NOI Proceedings be administratively consolidated and continued under Estate No. 25-3400059 (AdvEn Industries' estate);

b) the Proposed Stay Extension;

c) the proposed Interim Financing Facility;

d) the SISP, to be commenced by the Proposal Trustee on August 21, 2026; and

e) the Companies' request for the Proposed NOI Charges.

All of which is respectfully submitted this 13th day of August 2026

**ALVAREZ & MARSAL CANADA INC.,**
**in its capacity as Proposal Trustee of the Companies**
**and not in its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT
Senior Vice President



Duncan MacRae, CPA, CA, CIRP, LIT
Vice President

# APPENDIX A

Industry Canada | Industrie Canada
Office of the Superintendent of Bankruptcy Canada | Bureau du surintendant des faillites Canada

District of: Alberta
Division No.: 01 - Edmonton
Court No.: 24-3400057
Estate No.: 24-3400057

In the Matter of the Notice of Intention to make a proposal of:

**ADVEN INC.**

Insolvent Person

**ALVAREZ & MARSAL CANADA INC.**

Licensed Insolvency Trustee

---

Date of the Notice of Intention: July 20, 2026

---

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: July 20, 2026, 14:50

E-File/Dépôt Electronique

Official Receiver
Canada Place Building, 9700 Jasper Avenue NW, Suite 725, Edmonton, Alberta, Canada, T5J4C3, (877)376-9902

Canada

Industry Canada | Industrie Canada
Office of the Superintendent of Bankruptcy Canada | Bureau du surintendant des faillites Canada

District of: Alberta
Division No.: 02 - Calgary
Court No.: 25-3400059
Estate No.: 25-3400059

In the Matter of the Notice of Intention to make a proposal of:

**ADVEN INDUSTRIES INC.**

Insolvent Person

**ALVAREZ & MARSAL CANADA INC.**

Licensed Insolvency Trustee

---

Date of the Notice of Intention: July 20, 2026

---

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: July 20, 2026, 14:49

E-File/Dépôt Electronique

Official Receiver
Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada

# APPENDIX B

District of: Alberta
Division No. 02 - Calgary
Court No. 24-3400057
Estate No. 24-3400057

Affidavit of Mailing

In the Matter of the Proposal of
AdvEn Inc.
Of the Hamlet of Nisku, in the Province of Alberta

I, Shailesh Agrawal, of the Trustee's office of Alvarez & Marsal Canada Inc., Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7, hereby make oath (or solemnly affirm) and say:

That on the 24th day of July 2026, I did cause to be sent by prepaid ordinary mail to the known creditors of the above named debtor, whose names and addresses appear on the paper writing marked Exhibit "A" annexed hereto, a copy of: Form 33, Notice of Intention to Make a Proposal, the Certificate of Filing and the Consent of the Trustee to Act.



Shailesh Agrawal
Phone: (403) 538-7555
Fax: (403) 538-7551

SWORN (or SOLEMNLY DECLARED) before me in the city of Calgary in the Province of Alberta, this 10th day of August 2026.



Brinton Wolever, Commissioner of Oaths
For the Province of Alberta
Expires February 6, 2027
Appointee # 0773543

Exhibit A

**July 23, 2026**

**In the Matter of the Notice of Intention to Make a Proposal of**
**AdvEn Inc. & AdvEn Industries Inc.**

**TO THE CREDITORS OF ADVEN INC. AND ADVEN INDUSTRIES INC.**

On July 20, 2026, AdvEn Inc. & AdvEn Industries Inc. (the "**Companies**") filed a Notice of Intention to Make a Proposal (the "**NOI**" or the "**Notices**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada*), R.S.C. 1985, c. B-3* (the "**BIA**") and Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as Proposal Trustee of the Companies (the "**Proposal Trustee**"). A copy of these Notices, together with the list of creditors, are enclosed herewith. This information is also available at the Proposal Trustee's website at: www.alvarezandmarsal.com/adven.

Please be advised that the Companies are not bankrupt and have availed themselves of a procedure whereby an insolvent person, with approval of its creditors and the Court of King's Bench of Alberta (the "**Court**"), restructures its financial affairs. The role of the Proposal Trustee in this matter is to monitor the cash flow of the Companies during the restructuring process, to assist with the development of the Proposal, and to liaise with creditors, who will ultimately make the decision regarding the Proposal.

Pursuant to section 69(1) of the BIA, upon the filing of the NOI, that being July 20, 2026, no creditor shall have any remedy against the Companies or its property or shall commence or continue any action, execution or other proceedings for the recovery of a claim provable in bankruptcy until the bankruptcy of the Companies.

The Companies are required to file a Proposal within 30 days from the date of filing of the NOI unless the Companies are granted an extension from the Court for a period not exceeding 45 days for any individual extension and not exceeding in the aggregate five months after the expiry of the initial 30 day period.

The amounts indicated on the attached list of creditors were estimated by the Companies as at the date of filing the NOI, and as such, may not be the correct amount of your claim. However, **you do not need to notify the Proposal Trustee of any discrepancies in the claim amount at this time** and you will be provided an opportunity to do so when a Proof of Claim form and related documentation are sent to you at a later date.

Should you require any further information with respect to this matter, please feel free to contact Brinton Wolever by email at adven@alvarezandmarsal.com or visit the Proposal Trustee's website at: www.alvarezandmarsal.com/adven.

Yours very truly,

Alvarez & Marsal Canada Inc.,
in its capacity as Proposal Trustee of
AdvEn Inc. & AdvEn Industries Inc., and not in its personal or corporate capacity

Per:



Orest Konowalchuk, LIT
Senior Vice President

Enclosure

Industry Canada | Industrie Canada
Office of the Superintendent of Bankruptcy Canada | Bureau du surintendant des faillites Canada

District of: Alberta
Division No.: 01 - Edmonton
Court No.: 24-3400057
Estate No.: 24-3400057

In the Matter of the Notice of Intention to make a proposal of:

**ADVEN INC.**

Insolvent Person

**ALVAREZ & MARSAL CANADA INC.**

Licensed Insolvency Trustee

---

Date of the Notice of Intention: July 20, 2026

---

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: July 20, 2026, 14:50

E-File/Dépôt Electronique

Official Receiver
Canada Place Building, 9700 Jasper Avenue NW, Suite 725, Edmonton, Alberta, Canada, T5J4C3, (877)376-9902

Canada

**CONSENT TO ACT AS TRUSTEE**
**IN THE MATTER OF THE DIVISION I PROPOSAL OF**
**ADVEN Inc.**
**OF THE HAMLET OF NISKU, IN THE PROVINCE OF ALBERTA**

We, ALVAREZ & MARSAL CANADA INC., of Bow Valley Square 4, Suite 1110, 250 6th Avenue S.W., Calgary, AB T2P 3H7, CONSENT to our acting as Trustee under the Division I proposal and in respect of the Notice of Intention to Make a Proposal of ADVEN Inc. contemplated herein.

Dated at Calgary, Alberta this 20th day of July, 2026.

**Alvarez & Marsal Canada Inc.**
*Licensed Insolvency Trustee*

**Per:** _____
**Orest Konowalchuk, LIT**
**Senior Vice President**
*Licensed Insolvency Trustee*

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

Take notice that:

1. I, ADVEN INC., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.

2. Alvarez & Marsal Canada Inc. of Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.

3. A list of the names of the known creditors with claims of $250 or more and the amounts of their claims is also attached.

4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the city of Uccle, Belgium, this 20th day of July 2026.

Ingo Mueller

ADVEN INC.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| 1367054 Alberta Ltd. | [redacted] | | 2,500,394.47 |
| 2 Eastbourne Tenant Limited | 2 Eastbourne Terrace, London, W26LG<br>London United Kingdom | | 3,023.65 |
| Agilitas Advisory Corp. | 306-990 Beach Avenue<br>Vancouver BC V6Z 2N9 | | 86,100.00 |
| Amara, Bashar | [redacted] | | 334.08 |
| Andre Beaulieu | [redacted] | | 21,875.00 |
| Beverly Vorhees Foley Revocable Trust | [redacted] | | 292,351.22 |
| Bigger Capital LLC | 11700 W Charleston Blvd 170-659<br>Las Vegas NV 89135 USA | | 3,315,010.69 |
| Blue Monarch Management | 28 Crestmont Way SW<br>Calgary AB T3B 5Z6 | | 44,100.00 |
| District 2 Capital Fund LP | 175 W Carver Street<br>Huntington NY 11743 USA | | 3,315,010.69 |
| Donald Nicholson | [redacted] | | 277,093.91 |
| Edgar Agents, LLC | PO Box 246<br>Hightstown NJ 08520 USA | | 19,107.97 |
| Eloner Habtezghi | [redacted] | | 76,432.06 |
| Emmis Capital, LLC | Suite 321, 151 N Nob Hill Road<br>Fort Lauderdale FL 33324 USA | | 146,882 99 |
| Excelsior Management Limited | Richmond House, 12 Par-La-Ville Rd., Hamilton, XX<br>HM 08<br>Hamilton Bermuda | | 869,082 08 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| GPL Ventures LLC | 450 7th Avenue, Ste 609<br>New York NY 10123 USA | | 1,420,188.29 |
| Graham Duncan Ltd | [redacted] | | 7,585.20 |
| Grzegorz Ombach | [redacted] | | 304,903 56 |
| Gustavo Perez Sanchez | [redacted] | | 85,044.00 |
| Heritage Foundation Corp. L.L.C | 168 Christopher St., IL-Belt, VLT1467<br>IL-Belt Malta | | 1,409,132 77 |
| Hill Dickinson LLP | No 1 St Paul's Square, Liverpool, L39SJ<br>Liverpool United Kingdom | | 28,444 50 |
| Ingo Mueller | [redacted] | | 6,506 70 |
| IRPC Holdings Corporation | 525 - 8th Avenue SW, 43rd Floor<br>Calgary AB T2P 1G1 | | 64,338 84 |
| James Balk | [redacted] | | 28,236 16 |
| Jason Montpetit | [redacted] | | 283,266 82 |
| Justin Boyle | [redacted] | | 138,120 00 |
| Ken Mark | [redacted] | | 187,909 22 |
| Kristopher Lakin | [redacted] | | 73,087 81 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| Li Te-Wei | [redacted] | | 141,180.79 |
| M5 Public Affairs | PO Box 13305, StN A<br>ST. John's NL A1B 4B7 | | 9,135.30 |
| Mark Wilfur | [redacted] | | 5,197.78 |
| McMillan LLP | 1055 W. Georgia St. Suite 1500 PO Box 11117<br>Vancouver BC V6E 4N7 | | 231,183.81 |
| Michael Bartnicki | [redacted] | | 71,682.25 |
| MMRB LLC | Apt 8E, 401 E 60th St<br>New York NY 10022-1584 USA | | 30,187.04 |
| Nasdaq Corporate Solutions, LLC | 151 West 42nd Street<br>New York NY 10036 USA | | 10,224.41 |
| Norton Rose Fulbright Canada LLP | 1800-510 West Georgia Street<br>Vancouver BC V6B 0M3 | | 19,633.83 |
| Oasis Capital LLC | 411 Dorado Beach East<br>Dorado Beach PR 00646 USA | | 1,422,854.78 |
| Odyssey Transfer and Trust Company | 1230 - 300 5 AVE SW<br>Calgary AB T2P 3C4 | | 1,253.46 |
| On Site Fire Protection Services Ltd | 9605 63 Ave NW Edmonton<br>Edmonton AB T6E 0G2 | | 635.20 |
| Orion 4 LLC. | 6 Marwood Rd North<br>Port Washington WA 11050 USA | | 39,687.20 |
| Paul E. Mann | [redacted] | | 305,148.74 |
| Q4 Inc. | 469-A King Street W.<br>Toronto ON M5V 1K4 | | 40,696.95 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| RBSM LLP | 805 Third Avenue Suite 1430<br>New York NY 10022 USA | | 283,480.00 |
| Robert Half Canada, Inc. | PO Box 57349 File T57349C Station A<br>Toronto ON M5W 5M5 | | 28,875.00 |
| Sarah Hassan 2012 Irrevocable Trust | [redacted] | | 293,122.91 |
| Sichenzia Ross Ference Carmel LLP | 1185, Avenue of Americas 31st Floor<br>New York NY 10036 USA | | 24,503.30 |
| Smart & Biggar Alberta LLP | PO Box 2999, Station D<br>Ottawa ON K1P 5Y6 | | 25,386.90 |
| SP Angel Corporate Finance LLP | Prince Frederick House, 35 - 39 Maddox Street,<br>London, W1S 2PP<br>London United Kingdom | | 66,370.50 |
| Stamper, Tanysha SV | [redacted] | | 1,580 62 |
| The CFO Centre Limited | 1140 - 3280 Bloor St. West Centre Tower 11th Fllor<br>Suite 1140<br>Toronto ON M8X 2X3 | | 28,665 00 |
| The Spencer Martin Foley Trust | [redacted] | | 584,702.45 |
| Venture Development Partners Ltd. | 1st Floor, 135 Notting Hill Gate, London, W113LB<br>London United Kingdom | | 56,889.00 |
| WAK MFG Consulting | 1 Gallaway Road<br>Sherwood Park AB T8L 0K6 | | 720.00 |
| Yuan, Yanguang | [redacted] | | 361,214.62 |
| **Total** | | | 19,087,774.52 |

Ingo Mueller

ADVEN INC.
Insolvent Person

District of: Alberta
Division No. 02 - Calgary
Court No. 24-3400059
Estate No. 24-3400059

Affidavit of Mailing

In the Matter of the Proposal of
AdvEn Industries Inc.
Of the Hamlet of Nisku, in the Province of Alberta

I, Shailesh Agrawal, of the Trustee's office of Alvarez & Marsal Canada Inc., Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7, hereby make oath (or solemnly affirm) and say:

That on the 24th day of July 2026, I did cause to be sent by prepaid ordinary mail to the known creditors of the above named debtor, whose names and addresses appear on the paper writing marked Exhibit "A" annexed hereto, a copy of: Form 33, Notice of Intention to Make a Proposal, the Certificate of Filing and the Consent of the Trustee to Act.



Shailesh Agrawal
Phone: (403) 538-7555
Fax: (403) 538-7551

SWORN (or SOLEMNLY DECLARED) before me in the city of Calgary in the Province of Alberta, this 10th day of August 2026.



Brinton Wolever, Commissioner of Oaths
For the Province of Alberta
Expires February 6, 2027
Appointee # 0773543

Exhibit A

**July 23, 2026**

**In the Matter of the Notice of Intention to Make a Proposal of**
**AdvEn Inc. & AdvEn Industries Inc.**

**TO THE CREDITORS OF ADVEN INC. AND ADVEN INDUSTRIES INC.**

On July 20, 2026, AdvEn Inc. & AdvEn Industries Inc. (the "**Companies**") filed a Notice of Intention to Make a Proposal (the "**NOI**" or the "**Notices**") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada*), R.S.C. 1985, c. B-3* (the "**BIA**") and Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as Proposal Trustee of the Companies (the "**Proposal Trustee**"). A copy of these Notices, together with the list of creditors, are enclosed herewith. This information is also available at the Proposal Trustee's website at: www.alvarezandmarsal.com/adven.

Please be advised that the Companies are not bankrupt and have availed themselves of a procedure whereby an insolvent person, with approval of its creditors and the Court of King's Bench of Alberta (the "**Court**"), restructures its financial affairs. The role of the Proposal Trustee in this matter is to monitor the cash flow of the Companies during the restructuring process, to assist with the development of the Proposal, and to liaise with creditors, who will ultimately make the decision regarding the Proposal.

Pursuant to section 69(1) of the BIA, upon the filing of the NOI, that being July 20, 2026, no creditor shall have any remedy against the Companies or its property or shall commence or continue any action, execution or other proceedings for the recovery of a claim provable in bankruptcy until the bankruptcy of the Companies.

The Companies are required to file a Proposal within 30 days from the date of filing of the NOI unless the Companies are granted an extension from the Court for a period not exceeding 45 days for any individual extension and not exceeding in the aggregate five months after the expiry of the initial 30 day period.

The amounts indicated on the attached list of creditors were estimated by the Companies as at the date of filing the NOI, and as such, may not be the correct amount of your claim. However, **you do not need to notify the Proposal Trustee of any discrepancies in the claim amount at this time** and you will be provided an opportunity to do so when a Proof of Claim form and related documentation are sent to you at a later date.

Should you require any further information with respect to this matter, please feel free to contact Brinton Wolever by email at adven@alvarezandmarsal.com or visit the Proposal Trustee's website at: www.alvarezandmarsal.com/adven.

Yours very truly,

Alvarez & Marsal Canada Inc.,
in its capacity as Proposal Trustee of
AdvEn Inc. & AdvEn Industries Inc., and not in its personal or corporate capacity

Per:



Orest Konowalchuk, LIT
Senior Vice President

Enclosure

Industry Canada | Industrie Canada
Office of the Superintendent of Bankruptcy Canada | Bureau du surintendant des faillites Canada

District of: Alberta
Division No.: 02 - Calgary
Court No.: 25-3400059
Estate No.: 25-3400059

In the Matter of the Notice of Intention to make a proposal of:

**ADVEN INDUSTRIES INC.**

Insolvent Person

**ALVAREZ & MARSAL CANADA INC.**

Licensed Insolvency Trustee

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Date of the Notice of Intention: July 20, 2026

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CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: July 20, 2026, 14:49

E-File/Dépôt Electronique

Official Receiver
Harry Hays Building, 220 - 4th Ave SE, Suite 478, Calgary, Alberta, Canada, T2G4X3, (877)376-9902

Canada

**CONSENT TO ACT AS TRUSTEE**
**IN THE MATTER OF THE DIVISION I PROPOSAL OF**
**ADVEN Industries Inc.**
**OF THE HAMLET OF NISKU, IN THE PROVINCE OF ALBERTA**

We, ALVAREZ & MARSAL CANADA INC., of Bow Valley Square 4, Suite 1110, 250 6th Avenue S.W., Calgary, AB T2P 3H7, CONSENT to our acting as Trustee under the Division I proposal and in respect of the Notice of Intention to Make a Proposal of ADVEN Industries Inc. contemplated herein.

Dated at Calgary, Alberta this 20th day of July, 2026.

**Alvarez & Marsal Canada Inc.**
*Licensed Insolvency Trustee*

**Per:** _____
**Orest Konowalchuk, LIT**
**Senior Vice President**
*Licensed Insolvency Trustee*

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

Take notice that:

1. I, ADVEN INDUSTRIES INC., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.

2. Alvarez & Marsal Canada Inc. of Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.

3. A list of the names of the known creditors with claims of $250 or more and the amounts of their claims is also attached.

4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the city of Uccle, Belgium, this 20th day of July 2026.

Ingo Mueller

ADVEN INDUSTRIES INC.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| 1367054 Alberta Ltd. | [redacted] | | 15,048.11 |
| AFE Consulting Ltd. | 239 Running Creek Lane NW<br>Edmonton AB T6J 6V9 | | 12,495.00 |
| AGAT Laboratories | 2905 - 12 Street NE<br>Alberta AB T2E 7J2 | | 1,320.38 |
| Aguillon, Miles Rechiel | [redacted] | | 1,661.06 |
| Air Liquide Canada Inc. | 15986-118 Ave. NW<br>Edmonton AB T5V 1C4 | | 9,471.14 |
| ALBERTA BOILERS SAFETY ASSOCIATION | 9410 - 20 Avenue<br>Edmonton AB T6N 0A4 | | 396.31 |
| Ampersand GP Ltd. | Suite #1300, 112 ? 4th Avenue SW<br>Calgary AB T2P 0H3 | | 8,798.59 |
| Atlas Copco Compressors Canada | 5060 Levy<br>Saint-Laurent QC H4R 2P1 | | 41,198.25 |
| BINEX LINE CORP. VANCOUVER | 10451 Shellbridge Way, Suite 200<br>Richmond BC V6X 2W8 | | 862.50 |
| Bitcan Geosciences & Engineering Inc. | 2770 3 Ave NE, Suite 109<br>Calgary AB T2A 2L5 | | 44,382.72 |
| BKC Consultants Private Limited | D-407, The First, B/s Keshavbaug Party Plot,B/h ITC Hotel, Vastrapur, Ahmedabad, 380015<br>Ahmedabad India | | 115,366.44 |
| Canstal Heat Trace | 5703-94A Street<br>Edmonton AB T6E 4Z1 | | 14,203 20 |
| Century Power Ltd | 9339 - 63 Avenue<br>Edmonton AB T6E 0G2 | | 2,306 49 |
| Chen, Weixing | [redacted] | | 263,600 00 |
| Chunhua Xu | [redacted] | | 400 00 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| Concept Controls Inc. | #1, 2315-30 Avenue NE<br>Calgary AB T2E 7C7 | | 43,862.78 |
| Daebo Magnetic Co.,Ltd | Dae Bo Magnetic Co. Ltd. 25-13 Hyundai/Kia-Ro,<br>Paltan-wyeon, Hwaseone-si Gyeonggi-do<br>Hwaseone-si Gyeonggi-do South Korea | | 25,809.50 |
| Dave Olynych | [redacted] | | 1,010 00 |
| Digitex Canada Inc | 17712 - 107 Avenue<br>Edmonton AB T5S 1G8 | | 319 00 |
| Direct Energy | PO Box 1520, STN M,<br>Calgary AB, AB T2P 5R6 | | 276 76 |
| Donald Nicholson | [redacted] | | 18,375 00 |
| DTS Advance Logistics Inc | 3300 Ridgeway Dr Unit 12<br>Mississauga ON L5L 5Y6 | | 55,296 63 |
| Economopoulos, Constantine | [redacted] | | 3,086 33 |
| ECORO B V | Postbus 252, 3700 AG Zeist 1e Hogeweg 196, Zeist,<br>3701<br>Zeist Netherlands | | 63,349 26 |
| Edmonton Electric | 8011 Argyll Road<br>Edmonton AB T6C 4A9 | | 242,052.04 |
| Element Steel Inc. | 2108 6 Street<br>Nisku AB T9E 1C6 | | 21,718.44 |
| EPCOR | PO Box 500<br>Edmonton AB T5J 3Y3 | | 20,648.52 |
| FenceLine Rentals Ltd. | Unit 112, 9871 279 Street<br>Acheson AB T7X 6J4 | | 3,078.39 |
| FIELD LLP | EDMONTON OFFICE 2500, 10175 - 101 Street<br>Edmonton AB T5J 0H3 | | 62,149.08 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| First Insurance Funding of Canada | 20 Toronto St, Suite 700<br>Toronto ON M5C 2B8 | | 8,297.42 |
| Foremost Universal LP | 6614 50th Avenue<br>Lloydminster AB T9V 2W8 | | 10,605.00 |
| Fortin, Robert Anthony | [redacted] | | 31,804.63 |
| GreenGeeks LLC | 1401 Pennsylvania Ave Suite 105<br>Wilmington DE 19806 USA | | 816.28 |
| Grzegorz Ombach | [redacted] | | 62,338.67 |
| Guangdong Kangpu Precisio Technology Co. | 106 Phoenix Road Yongfa District, Qishi Town, 523506<br>Qishi Town China | | 21,180.78 |
| Guoxing Purif Technology Co., Ltd | Room 111,NO.18 Zanhua Road Nancheng Street,<br>Dongguan City, 523077<br>Dongguan City China | | 11,780.71 |
| Gurpreet Twana | [redacted] | | 7,299 12 |
| Hayward Gordon ULC | 6 Brigden Gate<br>Halton Hills ON L7G 0A3 | | 5,448 00 |
| HUB International Insurance Brokers | 120-6712 Fisher Street SE<br>Calgary AB T2H 2A7 | | 3,023 00 |
| iDeals Group GmbH | 815 N Royal Street, Suite 202<br>Alexandria VA 22314 USA | | 2,891 50 |
| Kallar Welding and Fabrication | #14, 1202 8st<br>Nisku AB T9E 7M1 | | 122,513 39 |
| Kendall, Weston | [redacted] | | 581 70 |
| Kennelli Springs | [redacted] | | 708 75 |
| Leduc County | 101, 1101 - 5 Street<br>Nisku AB T9E 2X3 | | 1,173 24 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| Linde Canada Inc. | P.O. Box 2531 Station 'M'<br>Calgary AB T2P 0S6 | | 7,221.85 |
| Linmac LLP | Lindsey MacCarthy LLP Suite 1400, 350 - 7th Ave SW<br>Calgary AB T2P 3N9 | | 14,450.57 |
| Loadstar Dispatchers (1963) Ltd. | 7823-34 Street<br>Edmonton AB T6B 2V5 | | 17,468.52 |
| Mallory Hunt | [redacted] | | 682.25 |
| Mark Wilfur | [redacted] | | 3,750.00 |
| McMillan LLP | Royal Center, 1055 W Georgia St. Suite 1500, PO box 11117<br>Vancouver BC V6E 4N7 | | 411.60 |
| Metcorr Engineering | 3231 Tredger Close Edmonton<br>Edmonton AB T6R 3T6 | | 145,455 00 |
| Microsoft Corporation | One Microsoft Way<br>Redmond VA 98052 USA | | 2,064 48 |
| MNP LLP | MNP LLP 1500, 640-5th Avenue SW<br>Calgary AB T2P 3G4 | | 30,983 23 |
| MONARCH EQUITIES INC | #1600, 10303 Jasper Avenue<br>Edmonton AB T5J 3N6 | | 197,291 42 |
| Nisku Business Association | 6420 - 50th Street<br>Leduc AB T9E 7K9 | | 425 00 |
| Nisku Nut & Bolt | 8635 - 63 Avenue<br>Edmonton AB T6E 0E8 | | 991 16 |
| PA Consulting Services Ltd | Global Innovation and Technology Centre Back Lane, Melbourne, England, SG86DP<br>Melbourne United Kingdom | | 376,023 63 |
| ParkChamp | #210, 333, 11 Ave SW<br>Calgary AB T2R 0C5 | | 1,527.75 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| Pawkey's Welding Inc. | PO Box 220<br>Grimshaw AB T0H1W0 | | 4,851.00 |
| Premier Fire and Flood Restoration Inc. | 14504, 131 Ave NW<br>Edmonton AB T5L 4X4 | | 17,324.57 |
| Prime Boiler Services | 155 Queens Drive<br>Red Deer AB T4P 0R3 | | 3,231.40 |
| Robert Half | P. O. BOX 57349 Station A<br>Toronto ON M5W 5M5 | | 14,962.50 |
| Rogers, Elval | [redacted] | | 18,625.67 |
| Ron Babyak | [redacted] | | 6,000.00 |
| Secure Property Development and Investment PLC | 16 Kyriakou Matsi Street, 10th Floor, Nicosia, 1082<br>Nicosia Cyprus | | 844,173.02 |
| Seven Mechanical Services Ltd | 4330 76, Avenue NW Edmonton<br>Alberta AB T6B 2H8 | | 1,837.50 |
| Shaw Communications | PO Box 2468 Stn Main<br>Calgary AB T2P 4Y2 | | 1,026.54 |
| Spartan Controls Ltd | PO Box 6446 Station M<br>Calgary AB T2P 2E1 | | 10,219.36 |
| Terrawerx Mechanical Ltd | 9940 76 Avenue<br>Edmonton AB T6E 1K7 | | 17,017.88 |
| Uline Canada Corporation | 3333 Jamses Snow Parkway North<br>Milton ON L9T 8L1 | | 3,940.08 |
| University of Alberta | University of Alberta Financial Services<br>Edmonton AB T6G 2M7 | | 2,226.00 |
| Vertical Bridge HR | Suite 300, 1275 West 6th Avenue<br>Vancouver BC V6H 1A6 | | 10,781.25 |
| WAK MFG Consulting | 1 Gallaway Road<br>Sherwood Park AB T8L 0K6 | | 600.00 |

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

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

**List of Creditors with claims of $250 or more.**

| Creditor | Address | Account# | Claim Amount |
|---|---|---|---|
| Wang, Tianfei | [redacted] | | 872.77 |
| Wolseley Industrial Canada Inc. | P.O. Box 4220 Stn Main<br>Concord ON L4K 0L6 | | 14,253.32 |
| Workers' Compensation Board-Alberta | PO Box 2323<br>Edmonton AB T5J 3V3 | | 1,434.55 |
| Xiaojing Liu | [redacted] | | 59,996.36 |
| Yanguang Yuan | [redacted] | | 14,822.89 |
| Yingnan Zhang | [redacted] | | 39,967.69 |
| Yixingshi Banshida Furnace Industry Co., Ltd | No. 128, Ezhou South Road, Heqiao Town, Yixing City, 214211<br>Yixing City China | | 130,400.96 |
| Yuan, Si(Ryan) | [redacted] | | 44,574 38 |
| **Total** | | | 3,444,890 26 |

Ingo Mueller

ADVEN INDUSTRIES INC.
Insolvent Person

# APPENDIX C

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 24-3400057

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

The attached statement of projected cash flow of ADVEN INC., as of the 30th day of July 2026, consisting of a 5-week cash flow statement and accompanying notes and assumptions., has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: ☒ the management and employees of the insolvent person or ☐ the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:
☒ management or ☐ the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the city of Calgary in the Province of Alberta, this 30th day of July 2026.

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:



Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Phone: (403) 538-7555 Fax: (403) 538-7551

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 24-3400057

_FORM 29_ - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

Purpose:

Please refer to the additional items attached.

Projection Notes:

Please refer to the additional items attached.

Assumptions:

Please refer to the additional items attached.

Dated at the city of Calgary in the Province of Alberta, this 30th day of July 2026.

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:



_____

Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Phone: (403) 538-7555 Fax: (403) 538-7551

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 24-3400057

- FORM 30 -
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

The Management of ADVEN INC., has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 30th day of July 2026, consisting of a 5-week cash flow statement and accompanying notes and assumptions..

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the city of Uccle, Belgium, this 30th day of July 2026.

ADVEN INC.
Debtor

Ingo Mueller, CEO
Name and title of signing officer

Name and title of signing officer

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 24-3400057

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
ADVEN INC.
of the hamlet of Nisku, in the Province of Alberta

Purpose:

Please refer to the additional items attached.

Projection Notes:

Please refer to the additional items attached.

Assumptions:

Please refer to the additional items attached.

Dated at the city of Uccle, Belgium, this 30th day of July 2026.

ADVEN INC.
Debtor

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 25-3400059

-- FORM 29 --
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

The attached statement of projected cash flow of ADVEN INDUSTRIES INC., as of the 30th day of July 2026, consisting of a 5-week cash flow statement and accompanying notes and assumptions., has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: ☒ the management and employees of the insolvent person or ☐ the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by:
☒ management or ☐ the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

(a) the hypothetical assumptions are not consistent with the purpose of the projection;

(b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or

(c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

Dated at the city of Calgary in the Province of Alberta, this 30th day of July 2026.

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:



Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Phone: (403) 538-7555 Fax: (403) 538-7551

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 25-3400059

_FORM 29_ - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(b) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

Purpose:

Please refer to the additional items attached.

Projection Notes:

Please refer to the additional items attached.

Assumptions:

Please refer to the additional items attached.

Dated at the city of Calgary in the Province of Alberta, this 30th day of July 2026.

Alvarez & Marsal Canada Inc. - Licensed Insolvency Trustee
Per:



_____

Orest Konowalchuk - Licensed Insolvency Trustee
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary AB T2P 3H7
Phone: (403) 538-7555 Fax: (403) 538-7551

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 25-3400059

- FORM 30 -
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

The Management of ADVEN INDUSTRIES INC., has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 30th day of July 2026, consisting of a 5-week cash flow statement and accompanying notes and assumptions..

The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Dated at the city of Uccle, Belgium, this 30th day of July 2026.

ADVEN INDUSTRIES INC.
Debtor

Ingo Mueller, CEO
Name and title of signing officer

Name and title of signing officer

District of: Alberta
Division No. 02 - Calgary
Court No.
Estate No. 25-3400059

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) of the Act)

In the Matter of the Proposal of
ADVEN INDUSTRIES INC.
of the city of Calgary, in the Province of Alberta

Purpose:

Please refer to the additional items attached.

Projection Notes:

Please refer to the additional items attached.

Assumptions:

Please refer to the additional items attached.

Dated at the city of Uccle, Belgium, this 30th day of July 2026.

ADVEN INDUSTRIES INC.
Debtor

**AdvEn Inc. & AdvEn Industries Inc.**

| **5-week Cash Flow Projection** $CAD | *Notes* week ended | Week 1 24-Jul-26 | Week 2 31-Jul-26 | Week 3 7-Aug-26 | Week 4 14-Aug-26 | Week 5 21-Aug-26 | 5-week total Total |
|---|---|---|---|---|---|---|---|
| **Cash Receipts** | | | | | | | |
| SR&ED Payment Canada | *1* | - | - | - | - | - | **-** |
| GST Refunds | *1* | 2,663 | - | - | - | - | **2,663** |
| **Total Cash Receipts** | | **2,663** | **-** | **-** | **-** | **-** | **2,663** |
| **Cash Disbursements** | | | | | | | |
| Payroll & Benefits | *2* | 8,667 | 51,134 | - | - | - | **59,800** |
| Contractors & Consultants | *3* | - | 84,025 | 135,530 | 3,671 | 7,500 | **230,726** |
| Operating Costs | *4* | 128 | 24,757 | - | 50,000 | 3,000 | **77,886** |
| Rent & Insurance | *5* | - | 55,860 | - | - | - | **55,860** |
| General & Administrative | *6* | 18,427 | 5,913 | - | 24,000 | - | **48,340** |
| Operating Contingency | *7* | - | 10,000 | 10,000 | 10,000 | 10,000 | **40,000** |
| Debtor's Counsels' Fees | *8* | - | 50,000 | 15,000 | 15,000 | 40,000 | **120,000** |
| Proposal Trustee's Fees | *8* | - | 30,000 | 30,000 | 30,000 | 30,000 | **120,000** |
| Proposal Trustee's Counsels' Fees | *8* | - | 25,000 | 20,000 | 10,000 | 20,000 | **75,000** |
| DIP Facility Interest | *9* | - | - | - | - | - | **-** |
| **Total Cash Disbursements** | | **27,222** | **336,689** | **210,530** | **142,671** | **110,500** | **827,612** |
| **Net Cash Flow** | | **(24,560)** | **(336,689)** | **(210,530)** | **(142,671)** | **(110,500)** | **(824,949)** |

**AdvEn Inc. & AdvEn Industries Inc.**

| **Weekly Credit Facility Projection** $CAD 000's | *Notes* week ended | Week 1 24-Jul-26 | Week 2 31-Jul-26 | Week 3 7-Aug-26 | Week 4 14-Aug-26 | Week 5 21-Aug-26 | 5-week total Total |
|---|---|---|---|---|---|---|---|
| **Cash** | | | | | | | |
| Beginning of Period | | 981,859 | 957,299 | 620,610 | 410,080 | 267,409 | **981,859** |
| Net Cash Flow | | (24,560) | (336,689) | (210,530) | (142,671) | (110,500) | **(824,949)** |
| DIP Facility | | - | - | - | - | - | **-** |
| **Ending of Period** | | **957,299** | **620,610** | **410,080** | **267,409** | **156,909** | **156,909** |

This unaudited statement of projected cash flow was prepared by management in accordance with Section 50.4(2) of the *Bankruptcy and Insolvency Act* using probable and hypothetical assumptions set out in Notes 1-9 and should be read in conjunction with (i) the attached Notes; (ii) the accompanying Report on Cash Flow Statement by AdvEn Inc. and AdvEn Industries Inc.; and (iii) the Proposal Trustee's Report on the Cash-Flow Statement.

**Dated as at July 30, 2026**

**AdvEn Inc. and**
**AdvEn Industries Inc.**

**Mr. Ingo Mueller, Chief Executive Officer**

**Alvarez & Marsal Canada Inc., in its capacity as Proposal Trustee of AdvEn Inc. and AdvEn Industries Inc.**

**Orest Konowalchuk, CPA, CA , CIRP, LIT**
**Senior Vice President**

In the Matter of the Notice of Intention
to make a Proposal of
AdvEn Inc. & AdvEn Industries Inc.

**Notes to the Consolidated Statement of Cash Flow for the 5-week period ending August 21, 2026**

## Purpose and General Assumptions of the Cash Flow Statement

AdvEn Inc. and AdvEn Industries Inc. (together "**AdvEn**" or the "**Company**") has prepared this Cash Flow Statement and the accompanying Notes to the Cash Flow Statement (collectively the "**Cash Flow Statement**") in support of the proposal proceedings that have been filed under the Bankruptcy and Insolvency Act ("**BIA**") on July 20th, 2026.

The Company has prepared the Cash Flow Statement based on probable and hypothetical assumptions that reflect the Company's planned course of action for the period from July 20, 2026, to August 21, 2026 (the "**Cash Flow Period**"). Management is of the opinion that, as at the date of filing the Cash Flow Statement, the assumptions used to develop the projection represent the most probable set of economic conditions facing the Company and that the assumptions used provide a reasonable basis for and are consistent with the purpose of the Cash Flow Statement.

The information contained in the Cash Flow Statement is subject to changing assumptions and/or receipt of new or additional information; actual results may vary. This Cash Flow Statement should not be used for any other purpose, and creditors are cautioned that the information provided in the Cash Flow Statement could vary based on changing future circumstances.

The projected cash flow statement is prepared in Canadian dollars.

## Hypothetical and Probable Assumptions of the Cash Flow Statement

1. The Company anticipates receiving various tax refunds and tax credits from the Government of Canada (*e.g.*, GST refunds and Scientific Research and Experimental Development investment tax credits). The Company does not anticipate receiving material amounts during the Cash Flow Period but anticipates additional information will be received in advance of the next extended cash flow statement which amounts and timing will be reflected therein.

2. Payroll and benefits include wages and benefits for four (4) full-time employees. The employees are paid on a monthly basis.

3. Contractors and consultants payments include payments to the Chief Executive Officer (CEO), Chief Commercial Officer (CCO), technical consultants, accounting service providers, accounting consultants, HR consultants and financial advisors.

4. Operating costs include payments of one-time plant restart costs, utilities with Epcor, laboratory operating costs (including maintenance, supplies, testing, and cylinder leases), waste disposal, internet, water, and other operating expenses. The projections also include a planned laboratory equipment purchase of approximately $50,000. The estimates are based on historical costs and assume certain vendors may require cash-on-delivery (COD) payment terms.

5. Rent and insurance consists of plant lease payments, plant insurance, directors' and officers' (D&O) liability insurance.

6. General and administrative expenses consist of miscellaneous legal counsel fees, patent related costs, independent compensation advisor fees, human resources consulting, travel related costs, and other administrative expenses.

7. A contingency has been recorded to account for unexpected expenses as they arise.

8. Professional fees include the fees and costs of counsel to AdvEn, the Proposal Trustee, and the Proposal Trustee's counsel.

9. At this time, the Company has sufficient cash on hand to pay all disbursements as they are incurred during the Cash Flow Period. The Company is in advanced discussions with a prospective interim financing provider to obtain further financing to support these proposal proceedings.

**Dated as at July 30, 2026**

**AdvEn Inc. and**
**AdvEn Industries Inc.**

**Mr. Ingo Mueller, Chief**
**Executive Officer**

**Alvarez & Marsal Canada Inc., in its capacity**
**as Proposal Trustee of AdvEn Inc. and**
**AdvEn Industries Inc.**

**Orest Konowalchuk, CPA,**
**CA, CIRP, LIT**
**Senior Vice President**

# APPENDIX D

| AdvEn Inc. & AdvEn Industries Inc.<br>9-week Cash Flow Projection<br>$CAD 000's | *Notes*<br>week ended | Week 1<br>7-Aug-26 | Week 2<br>14-Aug-26 | Week 3<br>21-Aug-26 | Week 4<br>28-Aug-26 | Forecast<br>Week 5<br>4-Sep-26 | Week 6<br>11-Sep-26 | Week 7<br>18-Sep-26 | Week 8<br>25-Sep-26 | Week 9<br>2-Oct-26 | 9-week total<br>Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cash Receipts** | | | | | | | | | | | |
| SR&ED Payment Canada | *1* | - | - | - | - | 590 | - | - | - | - | 590 |
| Tax Refunds | *1* | - | 98 | - | - | - | - | - | - | - | 98 |
| **Total Cash Receipts** | | **-** | **98** | **-** | **-** | **590** | **-** | **-** | **-** | **-** | **688** |
| **Cash Disbursements** | | | | | | | | | | | |
| Payroll & Benefits | *2* | (28) | (55) | - | (51) | - | - | - | (5) | (46) | (185) |
| Contractors & Consultants | *3* | (92) | (127) | - | (92) | (54) | (7) | - | (91) | (1) | (464) |
| Operating Costs | *4* | (1) | (91) | (3) | (32) | - | (70) | (3) | (33) | - | (233) |
| Rent & Insurance | *5* | (47) | (11) | - | (11) | (45) | - | - | (11) | (45) | (170) |
| General & Administrative | *6* | - | (5) | (20) | (32) | - | (4) | (20) | (42) | - | (123) |
| Operating Contingency | *7* | (10) | (10) | (10) | (10) | (10) | (10) | (10) | (10) | (10) | (90) |
| Professional Fees | *8* | (76) | (93) | (90) | (65) | (65) | (65) | (65) | (90) | (65) | (674) |
| **Total Cash Disbursements** | | **(254)** | **(392)** | **(123)** | **(293)** | **(174)** | **(156)** | **(98)** | **(282)** | **(167)** | **(1,939)** |
| **Net Cash Flow** | | **(254)** | **(294)** | **(123)** | **(293)** | **416** | **(156)** | **(98)** | **(282)** | **(167)** | **(1,251)** |

| Weekly Cash & Funding Projection<br>$CAD 000's | *Notes*<br>week ended | Week 1<br>7-Aug-26 | Week 2<br>14-Aug-26 | Week 3<br>21-Aug-26 | Week 4<br>28-Aug-26 | Week 5<br>4-Sep-26 | Week 6<br>11-Sep-26 | Week 7<br>18-Sep-26 | Week 8<br>25-Sep-26 | Week 9<br>2-Oct-26 | 9-week total<br>Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Cash** | | | | | | | | | | | |
| Beginning of Period | | 953 | 698 | 404 | 281 | 897 | 1,312 | 1,157 | 1,059 | 776 | 953 |
| Net Cash Flow | | (254) | (294) | (123) | (293) | 416 | (156) | (98) | (282) | (167) | (1,251) |
| Interim Financing Facility | | - | - | - | 910 | - | - | - | - | - | 910 |
| **Ending of Period** | | **698** | **404** | **281** | **897** | **1,312** | **1,157** | **1,059** | **776** | **609** | **612** |
| **Interim Financing Facility** | | | | | | | | | | | |
| Beginning of Period | | - | - | - | - | 910 | 910 | 910 | 910 | 910 | - |
| Borrowing | *9* | - | - | - | 910 | - | - | - | - | - | 910 |
| Repayment | *9* | - | - | - | - | - | - | - | - | - | - |
| **Ending of Period** | | **-** | **-** | **-** | **910** | **910** | **910** | **910** | **910** | **910** | **910** |

This unaudited statement of projected cash flow was prepared by management in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act using probable and hypothetical assumptions set out in Notes 1-9 and should be read in conjunction with (i) the attached Notes; (ii) the accompanying Report on Cash Flow Statement by AdvEn Inc. and AdvEn Industries Inc.; and (iii) the Proposal Trustee's Report on the Cash-Flow Statement.

**Dated as at August 13, 2026**

**AdvEn Inc. and**
**AdvEn Industries Inc.**

Ingo Mueller

**Ingo Mueller, Chief Executive Officer**

**Alvarez & Marsal Canada Inc., in its capacity as Proposal Trustee of AdvEn Inc. and AdvEn Industries Inc.**

**Orest Konowalchuk, CPA, CA , CIRP, LIT**
**Senior Vice President**

In the Matter of the Notice of Intention
to make a Proposal of
AdvEn Inc. & AdvEn Industries Inc.

**Notes to the Consolidated Statement of Cash Flow for the 9-week period ending October 2, 2026**

## Purpose and General Assumptions of the Cash Flow Statement

AdvEn Inc. and AdvEn Industries Inc. (together "**AdvEn**" or the "**Company**") has prepared the Cash Flow Statement and these accompanying Notes to the Cash Flow Statement (collectively the "**Cash Flow Statement**") in support of the proposal proceedings that have been filed under the Bankruptcy and Insolvency Act ("**BIA**") on July 20, 2026.

The Company has prepared the Cash Flow Statement based on probable and hypothetical assumptions that reflect the Company's planned course of action for the period from August 1, 2026, to October 2, 2026 (the "**Cash Flow Period**"). Management is of the opinion that, as at the date of filing the Cash Flow Statement, the assumptions used to develop the projection represent the most probable set of economic conditions facing the Company and that the assumptions used provide a reasonable basis for and are consistent with the purpose of the Cash Flow Statement.

The information contained in the Cash Flow Statement is subject to changing assumptions and/or receipt of new or additional information; actual results may vary. This Cash Flow Statement should not be used for any other purpose, and creditors are cautioned that the information provided in the Cash Flow Statement could vary based on changing future circumstances.

The projected cash flow statement is prepared in Canadian dollars.

## Hypothetical and Probable Assumptions of the Cash Flow Statement

1. The Company anticipates receiving various tax refunds and tax credits from the Government of Canada (*e.g.*, GST refunds and Scientific Research and Experimental Development investment tax credits).

2. Payroll and benefits include wages and benefits for four (4) full-time employees. The employees are paid on a monthly basis.

3. Contractors and consultants payments include payments to the Chief Executive Officer (CEO), Chief Commercial Officer (CCO), technical consultants, accounting service providers, accounting consultants, HR consultants and financial advisors.

4. Operating costs include payments of one-time plant restart costs, utilities with Epcor, laboratory operating costs (including maintenance, supplies, testing, and cylinder leases), waste disposal, internet, water, and other operating expenses. The projections also include a planned laboratory equipment purchase. The estimates are based on historical costs and assume certain vendors may require cash-on-delivery (COD) payment terms.

5. Rent and insurance consists of plant lease payments, plant insurance, directors' and officers' (D&O) liability insurance.

6. General and administrative expenses consist of miscellaneous legal counsel fees, patent related costs, independent compensation advisor fees, human resources consulting, travel related costs, and other administrative expenses.

7. A contingency has been recorded to account for unexpected expenses as they arise.

8. Professional fees include the fees and costs of counsel to the Companies, the Proposal Trustee and counsel to the Proposal Trustee.

9. Expected borrowings on the Interim Financing Facility.

**Dated as at August 13, 2026**

**AdvEn Inc. and**
**AdvEn Industries Inc.**

Ingo Mueller

**Ingo Mueller, Chief Executive Officer**

**Alvarez & Marsal Canada Inc., in its capacity as Proposal Trustee of AdvEn Inc. and AdvEn Industries Inc.**

**Orest Konowalchuk, CPA, CA, CIRP, LIT**
**Senior Vice President**

# APPENDIX E

EXECUTION VERSION

**INTERIM FINANCING AGREEMENT**

**UP TO USD $650,000** August 7, 2026

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (collectively, the "**Borrower**") each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part Ill of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filings being the "**Proposal Proceedings**") and Alvarez & Marsal Canada Inc. has been appointed as trustee in such Proposal Proceedings.

B. 2841034 Alberta Ltd. (the "**Lender**", and together with the Borrower, the "**Parties**") has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement (this "**Agreement**").

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

## 1. PROMISE TO PAY

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached as Schedule "A" of this Agreement, together with interest on such borrowings. All principal owing under this Agreement is collectively referred to as the "**Principal Sum**" and shall at no time exceed the amount of USD **$650,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement, the "**Indebtedness**"). Each Borrower is jointly and severally liable for all obligations under this Agreement.

## 2. INTEREST

Interest shall accrue on the outstanding Principal Sum at a rate of 8% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

## 3. PAYMENT

The Borrower shall pay the Lender the Indebtedness on October 31, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft, wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta (any other day being a "**Business Day**"), then such payment may be made on the next succeeding Business Day.

## 4. PREPAYMENT

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.

## 5. RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 6. GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 7. COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 8. DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 9. EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 10. GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 11. AMENDMENT

This Agreement may not be amended except in writing executed by each of the Parties hereto.

## 12. WAIVERS

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

## 13. SEVERABILITY

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

## 14. ASSIGNMENT

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

## 15. COUNTERPARTS AND ELECTRONIC DELIVERY.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

## 16. BINDING EFFECT

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**2841034 ALBERTA LTD .**

Per: _____
Name: Mohsen Khorassani
Title: Director

**2841034 ALBERTA LTD.**

Per: Jacques Demers
Name: Jacques Demers
Title: Director

# APPENDIX F

# SALE AND INVESTMENT SOLICITATION PROCESS

## Introduction

1. On July 20, 2026, AdvEn Inc. ("**AdvEn**") and AdvEn Industries Inc. ("**AdvEn Industries**" and together with AdvEn, the "**Companies**") commenced proposal proceedings (the "**Proposal Proceedings**") before the Court of King's Bench of Alberta (the "**Court**") by each filing a Notice of Intention to Make a Proposal under Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada). Alvarez & Marsal Canada Inc. was appointed as the Companies' proposal trustee (in such capacity, the "**Proposal Trustee**").

2. On August 19, 2026, the Court granted an Order (the "**SISP Approval Order**"), among other things:

   (a) authorizing the Companies to obtain interim financing (the "**Interim Facility**") from 2841034 Alberta Ltd. (in its capacity as interim lender, the "**Interim Lender**"); and

   (b) authorizing the Proposal Trustee to implement a sale and investment solicitation process in accordance with the terms hereof (the "**SISP**").

3. This SISP is intended to solicit interest in, and opportunities for, the acquisition of, or investment in, all of the property, assets and undertakings (the "**Property**") and/or business operations (the "**Business**") of the Companies (the "**Opportunity**"). This SISP sets out the manner in which, among other things: (a) Bids (as defined below) for executable transactions will be solicited from interested parties; (b) any such Bids received will be addressed; (c) any Successful Bid(s) (as defined below) will be selected; and (d) Court approval of any Successful Bid(s) will be sought. Parties who wish to have their Bids considered must participate in the SISP.

4. The SISP shall be conducted by the Proposal Trustee, with the assistance of the Companies. As described below, the various deadlines herein may be extended or abridged by and at the discretion of the Proposal Trustee, in consultation with the Companies. The Proposal Trustee will consider extending or abridging the various deadlines herein in the event that the Proposal Trustee determines, in its sole discretion, that such an extension will generally benefit the Companies' creditors and other stakeholders.

5. Subject to the Proposal Trustee's sole discretion, the SISP shall consist of two phases. In the first phase ("**Phase I**"), Potential Bidders shall be required to prepare and submit a Phase I Bid by the Phase I Bid Deadline (all undefined terms are as further defined below).

6. If the Proposal Trustee, in consultation with the Companies, identifies multiple Phase I Bidders to be Qualified Bidders, such Qualified Bidders shall be invited to participate in the second phase (**"Phase II"**) wherein they shall have the opportunity to submit Phase II Bids by the Phase II Bid Deadline.

7. If the Proposal Trustee receives only one viable Phase I Bid by the Phase I Bid Deadline, or if the Proposal Trustee, in consultation with the Companies, identifies only one Phase I Bidder to be a Qualified Bidder, the Proposal Trustee shall be authorized, but not required, to deem such Phase I Bid as the Successful Bid, without seeking submissions of Phase II Bids.

**Timeline**

8. The following table sets out the key milestones under the SISP (all capitalized terms used below have the meanings ascribed to them in the SISP):

| Milestone | Deadline |
|---|---|
| Proposal Trustee to create list of Known Potential Bidders and distribute and prepare marketing materials and materials for the Data Room | As soon as practical following the granting of the SISP Approval Order and in any event no later than August 21, 2026 |
| Commencement of SISP | August 21, 2026 |
| Deadline for submission of Phase I Bids | No later than 12:00 p.m. (Calgary Time) on September 25, 2026 |
| Deadline for submission of Phase II Bids | No later than 12:00 p.m. (Calgary Time) on October 9, 2026 |
| Selection of the Successful Bid(s) and Back-Up Bid(s) | No later than 12:00 p.m. (Calgary Time) on October 16, 2026 |
| Deadline for finalizing transaction documents based on Successful Bid(s) (the "**Definitive Agreement Deadline**") | October 21, 2026 |
| Filing of application to approve the Successful Bid(s) | Week of October 26, 2026 |

| Milestone | Deadline |
|---|---|
| Hearing of the Approval Application (as defined below) | Week of November 2, 2026 |
| Outside Date for the Closing of the Successful Bid(s) (the **"Outside Date"**) | November 30, 2026 |

9. Subject to any order of the Court, the dates associated with any of the milestones set out in the SISP may be extended or abridged by the Proposal Trustee, in consultation with the Companies.

**Solicitation of Interest**

10. As soon as reasonably practicable following the granting of the SISP Approval Order, and in any event no later than August 21, 2026, the Proposal Trustee shall, in consultation with the Companies:

    (a) prepare (i) a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest in the Property or the Business; and (ii) through the assistance of the Companies' counsel, a non-disclosure agreement in form and substance satisfactory to the Companies and the Proposal Trustee (an "**NDA**");

    (b) gather and review all required due diligence material to be provided to interested parties and establish a secure electronic data room (the "**Data Room**"), which will be maintained and administered by the Proposal Trustee during the SISP;

    (c) prepare a list of potential bidders, including: (i) parties that have approached the Companies or the Proposal Trustee indicating an interest in the Opportunity; and (ii) local and international strategic and financial parties who the Proposal Trustee, in consultation with the Companies, believes may be interested in purchasing all or part of the Business or Property or investing in the Companies pursuant to the SISP (collectively, the "**Known Potential Bidders**");

    (d) cause a notice of the SISP to be published in the *Calgary Herald, Edmonton Journal*, and/or other industry publications determined to be beneficial or appropriate; and

(e) send the Teaser Letter and NDA to all Known Potential Bidders.

**Potential Bidders and Due Diligence Materials**

11. The Proposal Trustee, in consultation with the Companies, subject to competitive and other business considerations, will afford each party who executes an NDA (each such party a "**Potential Bidder**" and all such parties the "**Potential Bidders**") access to such due diligence material and information relating to the Companies, the Property and the Business as the Proposal Trustee, in consultation with the Companies, deems appropriate. Due diligence may include access to the Data Room, management presentations, and other matters which a Potential Bidder may reasonably request and as to which the Proposal Trustee, in its judgment and in consultation with the Companies, may agree. The Proposal Trustee will designate a representative or representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Proposal Trustee nor the Companies will be obligated to furnish any information relating to the Companies, the Property or Business to any person other than as is expressly provided for in the SISP.

12. The Proposal Trustee, in consultation with the Companies, reserves the right to limit access to any confidential information (including any information in the Data Room) where, in the opinion of the Proposal Trustee, in consultation with the Companies, such access could negatively impact the SISP, the ability to maintain the confidentiality of the Companies' confidential or competitive information, the Business, or the Property. For the avoidance of doubt, selected due diligence information may be withheld from parties that have executed an NDA if the Proposal Trustee, in consultation with the Companies, determines that such information represents proprietary or sensitive competitive information.

13. Without limiting the generality of any term or condition of any NDA between the Companies, on the one hand, and any Potential Bidder or Bidder (as defined below), on the other hand, unless otherwise agreed by the Proposal Trustee in consultation with the Companies or ordered by the Court, no Potential Bidder or Bidder shall be permitted to have any discussions with: (a) any counterparty to any contract with the Companies (or any of them), any secured or unsecured creditor of the Companies, any current or former

director, manager, shareholder, officer, member or employee of the Companies (or any of them), other than in the normal course of business and wholly unrelated to the Companies, the Opportunity, the SISP or the Proposal Proceedings; or (b) any other Potential Bidder or Bidder regarding the SISP, the Opportunity, or any Bids submitted or contemplated to be submitted pursuant to the SISP. Notwithstanding the foregoing, where any such communications are agreed to with the Proposal Trustee's consent, such discussions shall be made in the presence of the Proposal Trustee.

14. Potential Bidders and Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Companies, Property and Business in connection with their participation in the SISP and any transaction they enter into with the Companies (or either of them).

**Phase I of the SISP**

**Submission of Bids**

15. Potential Bidders that wish to make an offer to purchase, or make an investment in, the Companies, Property or Business, or any part thereof (each, a "**Bid**" and collectively, the "**Bids**", and such Potential Bidders being each, a "**Bidder**" and collectively, the "**Bidders**") shall submit a non-binding offer either individually or in combination with other offers (each, a "**Phase I Bid**" and collectively, the "**Phase I Bids**") that complies with all of the requirements set forth at paragraphs 16 and 17 of this SISP to the Proposal Trustee at the address specified in Schedule "A" hereto (including by email), which Phase I Bid shall be delivered by such Bidder (a "**Phase I Bidder**") by no later than 12:00 p.m. (Calgary Time) on September 25, 2026 (the "**Phase I Bid Deadline**").

16. The Phase I Bid must be a non-binding bid to:

    (a) acquire all, substantially all or a portion of the Property or the shares of the Companies (a "**Sale Proposal**"); and/or

    (b) make an investment in, restructure, reorganize or refinance the Business or the Companies (an "**Investment Proposal**").

17. The Phase I Bid must include each of the following:

(a) Sale Proposal: in the case of a Sale Proposal, the material terms and conditions of the proposed transaction, including, without limiting any other provisions in the SISP:

(i) the purchase price in Canadian dollars and a description of any non-cash consideration, including any future royalty payments or other deferred payment, details of any liabilities to be assumed by the Phase I Bidder and key assumptions supporting the valuation;

(A) if the purchase price involves a royalty, earn-out or other deferred payment, the Phase I Bid shall include a specific indication of the Phase I Bidder's proposal and/or commitments for and relating to obtaining necessary regulatory approvals and the Phase I Bidder's commercialization strategy, manufacturing capabilities, proposed sale milestones and minimum sale amounts, budget and/or commitment for capital expenditures, direct marketing and sales initiatives and support and proposed product positioning within the Phase I Bidder's current product portfolio;

(ii) a description of the Property or Business that is expected to be subject to the transaction and any of the Property expected to be excluded;

(iii) a specific indication of the financial capability of the Phase I Bidder and the expected structure and financing of the transaction;

(iv) a description of those liabilities and obligations (including operating liabilities) which the Phase I Bidder intends to assume and which such liabilities and obligations it does not intend to assume;

(v) a deposit in the amount of not less than ten percent (10%) of the cash consideration offered under the Phase I Bid, to be held and applied or refunded, as applicable, in accordance with paragraph 36 hereof; and

(vi) a description of the purchase price allocation among the assets included in the Phase I Bid;

(b) Investment Proposal: in the case of an Investment Proposal, the material terms

and conditions of the proposed transaction, including, without limiting any other provisions in this SISP:

(i) a description of how the Phase I Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;

(ii) the aggregate amount of the equity and/or debt investment to be made in the Business or the Companies in Canadian dollars;

(iii) the underlying assumptions regarding the *pro forma* capital structure;

(iv) anticipated tranches of debt, debt service fees, interest and amortization to be made in the Companies, and the debt, equity, or other securities, if any, proposed to be allocated to creditors of the Companies;

(v) a specific indication of the sources of capital for the Phase I Bidder and the structure and financing of the transaction;

(vi) a description of those liabilities and obligations (including operating liabilities) which the Phase I Bidder intends to assume and which liabilities and obligations it does not intend to assume; and

(vii) a deposit in the amount of not less than ten percent (10%) of the total new investment contemplated in the Phase I Bid, to be held and applied or refunded, as applicable, in accordance with paragraph 36 hereof;

(c) Court Approval: the key terms and provisions to be included in any approval order of the Court, including whether such order will be a “reverse vesting order”;

(d) Proof of Financial Ability to Perform: written evidence upon which the Companies and the Proposal Trustee may reasonably conclude that the Phase I Bidder has obtained, or shall obtain on or before the Phase II Bid Deadline, the necessary sources of financing that it shall require to close the contemplated transaction on or before the Outside Date, including, without limitation:

(i) the sources of such financing and contact names and phone numbers required to verify same; and

(ii) any such other form of financial disclosure or credit-quality support information or enhancement requested by and reasonably acceptable to the Companies and the Proposal Trustee demonstrating that the Phase I Bidder has, or will have, the ability to close the contemplated transaction;

(e) Outstanding Due Diligence: a description of any additional due diligence required to be conducted in order to submit a Phase II Bid and the impact any additional due diligence may have on the final purchase price or imputed value;

(f) Identification: full written disclosure of the identity of each person (including any person that controls such person) that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from the Phase I Bid, including whether any prior or current member of the Companies' board, management, any employee or consultant to the Companies or any creditor or shareholder of the Companies is involved in any way with the Phase I Bid or assisted with the Phase I Bid, and the complete terms of any such participation as well as evidence of corporate authority to sponsor or participate in the Phase I Bid;

(g) Authorization: written evidence of authorization and approval from the Phase I Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Phase I Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;

(h) No Break or Termination Fee: written evidence that the Phase I Bid does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment, and confirmation that the Phase I Bidder shall be responsible for all of its costs and expenses associated with conducting due diligence and submitting a Phase I Bid;

(i) Cash Payment: a cash payment in an amount reasonably acceptable to the Proposal Trustee to be paid to the Proposal Trustee on closing for any professional fees to be incurred by the Proposal Trustee in connection with the wind-down of the Proposal Proceedings (and any subsequent proceedings);

(j) Outside Date: acknowledgment confirming closing of the transaction set out therein on or before the Outside Date; and

(k) Additional Information: such other information as may be reasonably requested by the Proposal Trustee in consultation with the Companies.

18. Subject to paragraphs 40 and 41 hereof, and notwithstanding paragraphs 15 and 16 above, if the Interim Lender submits a Phase I Bid, the Interim Lender's Phase I Bid must be a binding offer, and the remaining provisions of paragraphs 15 and 16 shall continue to apply to such Phase I Bid. Further, in addition to the requirements set out at paragraph 17 hereof, the Interim Lender's Phase I Bid must include the following:

(a) Conditions to Closing:

(i) acknowledgments confirming that the Phase I Bid is not conditioned upon: (A) the outcome of any unperformed due diligence by the Interim Lender; or (B) obtaining financing, but may be conditioned upon the Companies receiving the required approvals or amendments relating to the licences required to operate the Business, and/or transfer of the Property, if necessary; and

(ii) any and all conditions and approvals required to complete the closing of the transaction; and

(b) Irrevocable Bid: a letter stating that the Interim Lender's Phase I Bid is irrevocable until approval of the Successful Bid(s) by the Court, provided that if the Interim Lender is eventually selected as the Successful Bidder or Back-Up Bidder (each as defined below), its offer shall remain irrevocable until the closing of the transaction contemplated by its Phase I Bid or the resulting Phase II Bid, as applicable.

**Evaluation of Phase I Bids**

19. Following the Phase I Bid Deadline, the Proposal Trustee, in consultation with the Companies, will assess the Phase I Bids received and may designate the most competitive Phase I Bids that comply with the requirements set out herein to be "**Qualified Bids**". Only Phase I Bidders whose Phase I Bids have been designated as Qualified Bids

(each such Phase I Bidder a "**Qualified Bidder**") shall be eligible to become the Successful Bidder(s) or Back-Up Bidder(s).

20. If it is determined by the Proposal Trustee, in consultation with the Companies, that a Phase I Bidder (a) has a *bona fide* interest in consummating a Bid, and (b) has the financial, managerial, operational, technical, and other capabilities to consummate a Bid, then such Phase I Bidder will be deemed a Qualified Bidder and its Phase I Bid will be deemed a Qualified Bid, provided that, the Proposal Trustee may, in its reasonable business judgment, limit the number of Qualified Bidders (and thereby eliminate some Phase I Bidders who have submitted Phase I Bids from this SISP), taking into account the factors identified in paragraph 32 of this SISP.

21. The Proposal Trustee, in consultation with the Companies, may waive strict compliance with any one or more of the requirements set out herein and deem such non-compliant Phase I Bid(s) to be Qualified Bid(s).

22. The Proposal Trustee, in consultation with the Companies, may aggregate separate Phase I Bids from unaffiliated Bidders to create one or more Qualified Bids.

23. The Proposal Trustee, in consultation with the Companies, shall be entitled to discuss and negotiate the Phase I Bid(s) and the form of any Sale Proposal(s) or Investment Proposal(s) prior to the Phase I Bid Deadline for purposes of amending or clarifying the terms and form thereof.

24. The Proposal Trustee shall cause each Phase I Bidder to be notified in writing as to whether its Phase I Bid constituted a Qualified Bid as soon as reasonably practicable following the Phase I Bid Deadline.

25. If the Proposal Trustee, in consultation with the Companies, determines that only one Phase I Bid has been submitted and/or qualified as a Qualified Bid by the Phase I Bid Deadline, the Proposal Trustee shall be authorized, but not required, in its sole discretion, to deem such Phase I Bid (or Qualified Bid, as applicable) the Successful Bid without proceeding to Phase II, and to take such steps as are reasonably necessary to enter into definitive agreements with the applicable Phase I Bidder and close the contemplated transaction(s).

**Phase II of the SISP**

**Due Diligence**

26. The Proposal Trustee, in consultation with the Companies, in their reasonable business judgment and subject to competitive and other business considerations, will afford each Qualified Bidder such access to additional due diligence materials and information relating to the Companies, the Property and the Business as it deems appropriate. Due diligence access may include on-site inspections, and other matters which a Qualified Bidder may reasonably request and as to which the Proposal Trustee may agree. For avoidance of doubt, and without limiting the terms of applicable NDAs, selected due diligence materials may be withheld from certain Qualified Bidders if the Proposal Trustee, in consultation with the Companies, determines such information to represent proprietary or sensitive competitive information.

27. All Qualified Bidders will be provided with a form of draft asset purchase agreement (the "**Draft APA**") and a form of "reverse vesting" transaction term sheet (the "**RVO Term Sheet**") that will serve as the basis for the submission of a Phase II Bid (as defined below).

**Submission of Bids**

28. Qualified Bidders that wish to continue to participate in the SISP shall submit a binding offer either individually or in combination with other offers (each, a "**Phase II Bid**" and collectively, the "**Phase II Bids**") that complies with all of the requirements set forth at paragraph 29 of this SISP to the Proposal Trustee at the address specified in Schedule "A" hereto (including by email), which Phase II Bid shall be delivered by such Qualified Bidder (a "**Phase II Bidder**") by no later than 12:00 p.m. (Calgary Time) on October 9, 2026 (the "**Phase II Bid Deadline**").

29. The Phase II Bid must include each of the following:

    (a) Definitive Agreement:

        (i) in the case of a Sale Proposal, a duly authorized and executed definitive transaction agreement, together with all exhibits and schedules, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules, together with a redline to the Draft APA or the RVO

Term Sheet, as applicable, for a Sale Proposal provided by the Proposal Trustee; or

(ii) in the case of an Investment Proposal in the form of a plan of arrangement or other investment transaction, copies of the plan of arrangement and/or all documentation that is contemplated to be executed in connection therewith shall be provided;

(b) Court Approval: the key terms and provisions to be included in any approval order of the Court, including whether such order will be a "reverse vesting order";

(c) Proof of Financial Ability to Perform: written evidence, in form and content satisfactory to the Proposal Trustee, of a firm, irrevocable commitment for all financing that the Qualified Bidder shall require to close the contemplated transaction on or before the Outside Date;

(d) Identification: full written disclosure of the identity of each person (including any person that controls such person) that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from the Phase II Bid, including whether any prior or current member of the Companies' board, management, any employee or consultant to the Companies or any creditor or shareholder of the Companies is involved in any way with the Phase II Bid or assisted with the Phase II Bid, and the complete terms of any such participation as well as evidence of corporate authority to sponsor or participate in the Phase II Bid;

(e) Authorization: written evidence of authorization and approval from the Phase II Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Phase II Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;

(f) No Break or Termination Fee: written evidence that the Phase II Bid does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment, and confirmation that the Qualified

Bidder shall be responsible for all of its costs and expenses associated with conducting due diligence and submitting a Phase II Bid;

(g) Conditions to Closing:

(i) acknowledgments confirming that the Phase II Bid is not conditioned upon: (A) the outcome of any unperformed due diligence by the Qualified Bidder; or (B) obtaining financing, but may be conditioned upon the Companies receiving the required approvals or amendments relating to the licences required to operate the Business, and/or transfer of the Property, if necessary; and

(ii) any and all conditions and approvals required to complete the closing of the transaction; and

(h) Irrevocable Bid: a letter stating that the Phase II Bid is irrevocable until approval of the Successful Bid(s) by the Court, provided that if the Qualified Bidder is eventually selected as the Successful Bidder or Back-Up Bidder, its offer shall remain irrevocable until the closing of the transaction contemplated by its Phase II Bid, as applicable;

(i) Due Diligence: acknowledgements and representations of the Bidder that the Bidder:

(i) has, to its satisfaction, had an opportunity to conduct any and all due diligence regarding the Property, the Business and the Companies prior to making its Phase II Bid;

(ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Phase II Bid; and

(iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, the Property, or the Companies, or the completeness of any information provided in connection therewith, except as may be expressly stated in the definitive transaction

agreement(s) signed by the Companies;

(j) Cash Payment: a cash payment in an amount reasonably acceptable to the Proposal Trustee to be paid to the Proposal Trustee on closing for any professional fees to be incurred by the Proposal Trustee in connection with the wind-down of the Proposal Proceedings (and any subsequent proceedings);

(k) Outside Date: an acknowledgment confirming closing of the transaction set out therein on or before the Outside Date; and

(l) Additional Information: such other information as may be reasonably requested by the Proposal Trustee in consultation with the Companies.

30. Notwithstanding paragraph 29 hereof, if the Interim Lender (a) submits a Phase I Bid which is determined by the Proposal Trustee to be a Qualified Bid, and (b) elects to submit a Phase II Bid, the Interim Lender may be permitted, at the Proposal Trustee's sole discretion, to rely upon some or all of the materials submitted in connection with its Phase I Bid to satisfy the requirements set out in the said paragraph 29.

**Evaluation of Phase II Bids**

31. In reviewing the Phase II Bids and before determining a Successful Bid or Back-Up Bid, the Proposal Trustee shall retain full discretion and authority to discuss the Bids received, and their terms, with the applicable Phase II Bidders.

32. Following the Phase II Bid Deadline, the Proposal Trustee, in consultation with the Companies, will assess the Phase II Bids. Phase II Bids shall be evaluated based upon several factors including, without limitation:

(a) the purchase price, the nature of the consideration provided by such Bids and the net value of the consideration provided by such Bids (it being understood that, all else equal, cash consideration is preferable to non-cash consideration, with the value of any non-cash consideration being determined by the Proposal Trustee in its business judgment, in consultation with the Companies);

(b) the identity, circumstances and ability of the Bidders to successfully complete the transactions contemplated by such Bids;

(c) the proposed transaction documents;

(d) factors affecting the speed, certainty and value of the transactions contemplated by such Bids;

(e) the assets and liabilities included or excluded from the Bids;

(f) any related restructuring costs;

(g) any synergies between the Bidder's business and the Companies' Business; and

(h) the likelihood and timing of consummating such transaction, each as determined by the Proposal Trustee in its business judgment, in consultation with the Companies.

33. The Proposal Trustee, in consultation with the Companies, may ascribe monetary values to non-monetary terms in any Phase II Bid for the purposes of assessing and/or valuing such Phase II Bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed or not assumed.

34. If the Proposal Trustee receives one or more Phase II Bid(s), and the Proposal Trustee is satisfied in its reasonable business judgment, in consultation with the Companies, that it would be appropriate to consummate the transaction(s) contemplated by such Phase II Bid(s), the Proposal Trustee shall designate such Phase II Bid(s) as the successful bid(s) (the "**Successful Bid(s)**", and the Phase II Bidder(s) making such Bid(s), the "**Successful Bidder(s)**"), with or without negotiation of the Phase II Bid(s). The Proposal Trustee may further designate one or more Phase II Bid(s) as secondary successful bid(s) that may become the Successful Bid(s) only in the event that the Successful Bid(s) are not approved by the Court or do not otherwise close (the "**Back-Up Bid(s)"**, and the Phase II Bidder(s) making such Bid(s) as the back-up bids (the "**Back-Up Bidder(s)**"). Any Back-Up Bid(s) shall be designated as such by the Proposal Trustee using its reasonable business judgment and in consultation with the Companies and shall otherwise meet all requirements of a Successful Bid.

35. For greater certainty, where the Proposal Trustee deems a Phase I Bid to be the Successful Bid pursuant to paragraph 25, the Phase I Bidder making such Bid shall be the "Successful Bidder" for all purposes of this SISP.

**Deposits**

36. All deposits made by Bidder(s) pursuant to this SISP shall be held by the Proposal Trustee in a single non-interest-bearing trust account designated solely for such purpose and such deposit(s) shall be dealt with in accordance with the definitive documents for the transactions contemplated by the Successful Bid(s). Deposits that are paid to the Proposal Trustee in respect of Bids that do not ultimately become Successful Bid(s) shall be returned to the Bidder within ten (10) business days after the rejection or deemed rejection of the applicable Bid.

**Approval Application Hearing**

37. The Successful Bidder(s) shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid(s) was or were made by October 21, 2026, unless extended by the Proposal Trustee, in consultation with the Companies.

38. At the hearing of the application to approve any transaction(s) with the Successful Bidder(s) (the "**Approval Application**"), the Proposal Trustee or the Companies shall seek, among other things, approval from the Court to consummate the Successful Bid(s) and any Back-Up Bids. All Qualified Bids other than the Successful Bid(s) and Back-Up Bids, if any, shall be deemed to be rejected on and as of the date of approval of the Successful Bid(s) and Back-Up Bids by the Court.

**"As Is, Where Is"**

39. Except to the extent otherwise set forth in a definitive sale or investment agreement with the Successful Bidder, any transaction will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Proposal Trustee, the Companies, or any of their respective agents, advisors or estates, and, in the event of a sale, Potential Bidders may specify in their Bids that all of the right, title and interest of the Companies in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, financial and monetary claims, charges, options and interests therein and thereon pursuant to Court order(s), to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court order(s).

**Participation of Secured Creditors**

40. The Interim Lender shall notify the Proposal Trustee in writing within the ten (10) business days that follow the granting of the SISP Approval Order if it intends to submit a Bid in the SISP (a "**Participation Notice**"). If:

    (a) the Interim Lender delivers a Participation Notice to the Proposal Trustee, the Interim Lender and its counsel shall not receive any information related to any Bid or any information regarding any party participating in the SISP, and the Interim Lender shall not be entitled to any consultation rights pursuant to the SISP. Any Bid submitted by the Interim Lender shall be deemed to constitute a Qualified Bid notwithstanding the requirements set forth in this SISP; and

    (b) the Interim Lender does not deliver a Participation Notice to the Proposal Trustee, the Proposal Trustee may provide information with respect to the SISP to the Interim Lender and its counsel on a confidential basis, including (a) copies of any expression of interest and any Bid received, including any Qualified Bid; and (b) such other information and updates with respect to the SISP as reasonably requested by the Interim Lender; provided that the Interim Lender reserves the right to submit a Bid (including a credit bid) if the SISP is terminated.

41. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, following the Bid Deadline: (a) the Interim Lender may support any Bid(s) by agreeing to convert its debt to equity or otherwise be treated as an unaffected creditor in the transaction proposed in such Bid; and (b) the Interim Lender's decision to provide any such support shall not affect any of its rights hereunder.

42. Any secured creditor of the Companies shall have the right to bid its secured debt against the Property secured thereby, including principal, interest and any other secured obligations owing to such secured creditor by the Companies; provided that, any such secured creditor shall be required to pay in full in cash on the closing of any transaction any obligations in priority to its secured debt (unless the holder of such priority obligation agrees to accept a lower payment than the total amount of obligations owed to them) and the reasonable fees and expenses of the Proposal Trustee that are necessary to conclude the Proposal Proceedings.

**Insider Participation**

43. The Proposal Trustee shall not furnish any information to any officer, director, or employee of, or other non-arms' length party in relation to, the Companies (each such person, an "**Insider**") where the Insider's receipt of such information might create an unfair advantage or jeopardize the integrity of the SISP, unless such Insider irrevocably confirms in writing to the Proposal Trustee that he, she or it shall not submit or participate directly or indirectly in the submission of a Bid (an "**Insider Notice**"). Any Insider who delivers an Insider Notice to the Proposal Trustee shall not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, or Successful Bidder in the SISP and shall thereafter be entitled to receive such updates and information regarding the status of the SISP as the Proposal Trustee deems appropriate.

44. To the extent any officer, director or other employee of the Companies (each such person, a "**Participating Employee**") is or is related to a Potential Bidder, the Proposal Trustee and the Companies shall not provide such Participating Employee with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such Participating Employee and Potential Bidder irrevocably confirm in writing to the Proposal Trustee that they shall not submit or participate directly or indirectly in the submission of a Bid.

45. Except as set forth in paragraph 44, nothing in this SISP shall prohibit a Participating Employee from participating as a Bidder in the SISP. To the extent that any Participating Employee intends to participate as a Bidder in the SISP, it shall notify the Proposal Trustee within the ten (10) business days that follow the granting of the SISP Approval Order. Notwithstanding anything to the contrary in this SISP, to the extent that any Participating Employee provides notice to the Proposal Trustee of its intention to participate as a Bidder in the SISP, the Participating Employee shall, from the time of such notice, be subject to such restrictions as the Proposal Trustee, acting reasonably, determines to be necessary to ensure that such Participating Employee's participation as a Bidder in the SISP does not, or would not be reasonably likely to, create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP.

**Confidentiality and Access to Information**

46. Notwithstanding paragraphs 43 to 45 and paragraph 48, an Insider may, with the prior

written consent of the Proposal Trustee, engage in discussions with one or more secured creditors of the Companies and/or other stakeholders for the purpose of organizing, canvassing support for, or coordinating the submission of, a credit bid or other Bid (a "**Secured Creditor Engagement**"), provided that:

(a) such Insider shall, prior to commencing any Secured Creditor Engagement, provide the Proposal Trustee with written notice identifying the secured creditors and/or other stakeholders intended to be engaged and describing the general scope and purpose of the proposed Secured Creditor Engagement;

(b) the Proposal Trustee, in consultation with the Companies, may impose such conditions, restrictions, or informational safeguards on the Secured Creditor Engagement as it considers necessary, in its reasonable business judgment, to preserve the integrity of the SISP and avoid an unfair advantage to any Bidder or Potential Bidder;

(c) all secured creditors and other stakeholders who are subject to a Secured Creditor Engagement must, prior to the commencement of such Secured Creditor Engagement, execute a non-disclosure agreement in form and substance satisfactory to the Proposal Trustee;

(d) any Bid resulting, in whole or in part, from a Secured Creditor Engagement shall include full written disclosure of the Insider's involvement and the identity of all parties engaged in connection therewith, in accordance with the Identification requirements set out in paragraph 17(f) or 29(d), as applicable.

47. Unless expressly provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders, or the details of any Bids submitted or the details of any confidential discussions or correspondence between the Companies, the Proposal Trustee, the Interim Lender and such other Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidder(s) in connection with the SISP, except to the extent that the Proposal Trustee, in consultation with the Companies, and with the consent of the applicable Bidders, are seeking to combine separate Bids to form one or more Qualified Bids.

48. All discussions regarding Bids should be directed through the Proposal Trustee. Under no circumstances shall any Insider be contacted by any Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders without the prior consent of the Proposal Trustee. Any such unauthorized contact or communication may result in exclusion of the Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder, as applicable, from the SISP. If any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder is contacted by a current or former officer, director or other employee of the Companies without the prior consent of the Proposal Trustee, then such Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder shall advise the Proposal Trustee of such contact forthwith. The failure to advise the Proposal Trustee of such contact shall entitle the Proposal Trustee to exclude the Bidder, Qualified Bidder, Back-Up Bidder or Successful Bidder, as applicable, from the SISP.

**Termination**

49. If:

(a) there are no Qualified Bids submitted by the Phase I Bid Deadline, or no Phase I Bids are deemed commercially reasonable;

(b) the Proposal Trustee proceeds with Phase II of the SISP, and there are no Phase II Bids by the Phase II Bid Deadline, or the Proposal Trustee determines no Phase II Bids should be accepted; or

(c) there is no Successful Bid;

(d) final transaction documents are not executed by the Definitive Agreement Deadline;

(e) a transaction contemplated by final transaction documents does not close by the Outside Date; or

(f) the Proposal Trustee, in consultation with the Companies, determines that it is not in the best interests of the Companies and their stakeholders to continue this SISP,

then this SISP shall, subject to any amendments, extensions or waivers granted in connection with this SISP, terminate.

**General**

50. The Proposal Trustee shall oversee and conduct the SISP in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SISP in the manner set out in this SISP, the SISP Approval Order, and any other orders of the Court, and is entitled to receive all information in relation to the SISP. In the event that there is disagreement or dispute as to the interpretation or application of the SISP, the Court will have the exclusive jurisdiction to hear and resolve such disagreement or dispute.

51. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Companies, or the Proposal Trustee and any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder or any other party, other than as specifically set forth in a definitive transaction agreement that may be entered into with the Companies.

52. Without limiting the generality of the preceding paragraph, the Proposal Trustee or its counsel shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder, the Companies, or any other creditor or other stakeholder of the Companies, for any act or omission related to the process contemplated by this SISP, except to the extent of its wilful misconduct or gross negligence. By submitting a Bid, each Bidder shall be deemed to have agreed that it has no claim against the Proposal Trustee or its counsel for any reason whatsoever.

53. Participants in the SISP are responsible for all costs, expenses and liabilities, including, without limitation, finder's fees, broker's fees or any similar fees, incurred by them in connection with the submission of any Bid, due diligence activities and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

54. The Proposal Trustee, with the approval of the Companies, shall have the right to modify the SISP if, in its reasonable business judgment, such modification would enhance the process or better achieve the objectives of the SISP; provided that the service list maintained in these Proposal Proceedings shall be advised of any substantive modification to the procedures set forth herein.

55. The Proposal Trustee may seek Court approval of one or more amendments to the SISP and may seek the Court's directions in respect of the implementation of the SISP.

**Schedule "A"**

**Address of Proposal Trustee**

**To the Proposal Trustee:**

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Avenue SW
Calgary AB T2P 3H7
Canada

Attention: Orest Konowalchuk
Duncan MacRae

Email: okonowalchuk@alvarezandmarsal.com
dmacrae@alvarezandmarsal.com

Deliveries pursuant to this SISP by email shall be deemed to be received when sent. In all other instances, deliveries made pursuant to this SISP shall be deemed to be received when delivered to the address as identified above.

# APPENDIX G




August 13, 2026

**Delivered by email**

McMillan LLP
#1700, 421 7th Avenue S.W.
Calgary, Alberta T2P 4K9

**Attention:** Tevia R.M. Jeffries and Preet Saini

Dear Ms. Jeffries and Mr. Saini:

**Re: In the Matter of the Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended, and in the Matter of the Notice of Intention to Make a Proposal of AdvEn Inc. and AdvEn Industries Inc.**
**Court File Nos. 24-3400057 and 25-3400059**
**Estate Nos. 24-3400057 and 25-3400059**
**Court of King's Bench of Alberta, Judicial Centre of Calgary**
**Application returnable August 19, 2026**
**Our client: 2815793 Alberta Ltd.**
**Your file: 327410**

We are counsel to Secure Property Development & Investment PLC ("**SPDI**") and 2815793 Alberta Ltd. (the "**DIP LenderCo**"). We write with respect to the application of AdvEn Inc. and AdvEn Industries Inc. (together, the "**Applicants**") returnable before the Honourable Justice Dunlop in Commercial Chambers on August 19, 2026 at 3:00 p.m. (the "**Application**").

Both SPDI and the DIP LenderCo are a secured creditor of each of the Applicants. With respect to Dip LenderCo, the Applicants are indebted to it in the amount of USD 552,445 in respect of advances made before July 20, 2026. That indebtedness is evidenced by a grid promissory note effective May 19, 2026 and secured by a general security agreement of the same date over all present and after acquired real and personal property of each Applicant. Security was registered under the Personal Property Security Act (Alberta) on July 9, 2026 against each of AdvEn Inc. and AdvEn Industries Inc. That registration was effected by your firm.

We received the Application, the draft Order, the sale and investment solicitation process (the "**SISP**") and the Affidavit of Ingo Mueller sworn August 8, 2026 (the "**Mueller Affidavit**") on August 10, 2026.

SPDI and the DIP LenderCo objects to the Application in whole. In particular, the DIP LenderCo's objections include, without limitation, that:

(a) it has lost confidence in the management of the Applicants;

(b) it does not accept the interim financing to be provided by 2841034 Alberta Ltd., or the charge sought in favour of 2841034 Alberta Ltd. over the property of the Applicants, which would rank ahead of the registered security of the DIP LenderCo;

(c) its concerns include that the proposed interim financing is not at arm's length. 2841034 Alberta Ltd. was incorporated on August 5, 2026. Its only directors are Michael Khorassani and Jacques Demers, each of whom was then a director of the DIP LenderCo. Its registered office and agent for service are those recorded on the incorporation of the DIP LenderCo. None of that appears in the Application, the draft Order, the SISP or the Mueller Affidavit; particulars will be set out in the responding materials;

(d) it does not accept the SISP, and in particular those provisions of the SISP that confer advantages on 2841034 Alberta Ltd. as a bidder that are conferred on no other secured creditor; and

(e) it does not accept that there has been full and frank disclosure in these proceedings.

We want to cross-examine Mr. Mueller on the Mueller Affidavit. Please let us know when he is available to be produced.

Before questioning, and before the responding materials can be completed, it would be efficient if you could provide to us the registered and beneficial shareholders of 2841034 Alberta Ltd.

We also reiterate the request made to yesterday morning concerning the bank account of the DIP LenderCo. Our understanding remains that Mr. Mueller has not passed access to that account or signing authority to Michael P. Beys. Kindly arrange to have that completed today. If documentation is required, whether resolutions of the DIP LenderCo or documents to be signed by Mr. Beys personally, please send it to us and we will attend execution. If the account cannot be transferred by the end of the day today (August 13, 2026), please arrange for the USD 100,000 standing to the credit of the account to be wired to the Blue Rock Law LLP USD trust account in accordance with the wire particulars sent to you by email this morning.

Please keep Courtney Burton (courtney.burton@bluerocklaw.com) copied on all future correspondence.

Nothing in this letter, and no step taken or not taken by SPDI or DIP LenderCo, constitutes a waiver of any of their rights or remedies, all of which are expressly reserved.

Yours truly,

**BLUE ROCK LAW LLP**



**David W Mann, KC**
e: david.mann@bluerocklaw.com
a: 700 - 215 9th Ave. S.W. Calgary, AB
w: www.bluerocklaw.com

**cc:** Courtney Burton, Blue Rock Law LLP, by email
Orest Konowalchuk, Alvarez & Marsal Canada Inc., by email
Duncan MacRae, Alvarez & Marsal Canada Inc., by email
Client, by email

**This is Exhibit "D" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

Form 49
[Rule 13.19]

| | | |
|---|---|---|
| COURT FILE NUMBER | **24-3400057**<br>**25-3400059** | Clerk's Stamp |
| COURT | **COURT OF KING'S BENCH OF ALBERTA** | |
| JUDICIAL CENTRE | **CALGARY** | |

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC.**

| | |
|---|---|
| APPLICANTS | **ADVEN INC. AND ADVEN INDUSTRIES INC.** |
| DOCUMENT | **AFFIDAVIT**<br>***of Amanda Urban***<br>***Sworn August 17, 2026*** |


| | |
|---|---|
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | Blue Rock Law LLP<br>700, 215 9th Ave SW<br>Calgary, AB T2P 1K3<br>**Attn: Scott Chimuk / David W. Mann, KC**<br>Email: scott.chimuk@bluerocklaw.com / david.mann@bluerocklaw.com<br>Tel: 587.390.7041 / 587.317.0643<br>File: 2315-00001 |


I, AMANDA URBAN, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SWEAR THAT:

**Capacity**

1. I am a legal assistant employed by Blue Rock Law LLP, counsel to Secure Property Development & Investment PLC and 2815793 Alberta Ltd. [together, the **"Secured Creditors"**], each of which is a secured creditor of AdvEn Inc. and AdvEn Industries Inc. [together, the **"Applicants"**]. I have personal knowledge of the facts and matters deposed to in this Affidavit unless stated to be based on information and belief, in which case I identify the source and I believe that information to be true.

2. I swear this Affidavit for the sole purpose of placing before the Court the correspondence referred to below, and for no other purpose. I make no statement as to the truth of the contents of the correspondence attached.

**Letter to counsel to the Proposal Trustee**

3. Attached to this Affidavit and marked as Exhibit **"A"** is a copy of a letter dated August 17, 2026 from Courtney Burton of Blue Rock Law LLP to Robyn Gurofsky and Tiffany Bennett of Fasken Martineau DuMoulin LLP, counsel to Alvarez & Marsal Canada Inc. in its capacity as proposal trustee of the Applicants.

4. Exhibit **"A"** was sent by email on August 17, 2026 to Ms. Gurofsky at rgurofsky@fasken.com and Ms. Bennett at tbennett@fasken.com, copied to the clients of Blue Rock Law LLP, to Tevia R.M. Jeffries and Preet Saini of McMillan LLP, to Orest Konowalchuk and Duncan MacRae of Alvarez & Marsal Canada Inc., and to Scott Chimuk and David Mann of Blue Rock Law LLP. I was copied on that email and I saw it sent.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 17th day of August, 2026.

A Commissioner for Oaths in and for the Province of Alberta

STEWART MAIER
Barrister & Solicitor

**AMANDA URBAN**

This is Exhibit "A" referred to in the
Affidavit of Amanda Urban sworn
before me this 17th day of August, 2026



A Commissioner for Oaths in and for
the Province of Alberta

STEWART MAIER
Barrister & Solicitor




August 17, 2026

**Delivered by email**

Fasken Martineau DuMoulin LLP
3400, 350 7th Avenue S.W.
Calgary, Alberta T2P 3N9

**Attention:** Robyn Gurofsky and Tiffany Bennett

Dear Ms. Gurofsky and Ms. Bennett:

**Re:** **In the Matter of the Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended, and in the Matter of the Notice of Intention to Make a Proposal of AdvEn Inc. and AdvEn Industries Inc.**
**Court File Nos. 24-3400057 and 25-3400059**
**Estate Nos. 24-3400057 and 25-3400059**
**Court of King's Bench of Alberta, Judicial Centre of Calgary**
**Application returnable August 19, 2026**
**Our clients: Secure Property Development & Investment PLC and 2815793 Alberta Ltd.**

As you know, we are counsel to Secure Property Development & Investment PLC (**"SPDI"**) and 2815793 Alberta Ltd., each a secured creditor of each of AdvEn Inc. and AdvEn Industries Inc. (together, the **"Applicants"**). You act for Alvarez & Marsal Canada Inc. in its capacity as proposal trustee of the Applicants (the **"Proposal Trustee"**).

We write with respect to the application of the Applicants returnable before the Honourable Justice Dunlop in Commercial Chambers on August 19, 2026 (the **"Application"**), and in particular the relief approving interim financing to be provided by 2841034 Alberta Ltd. and the sale and investment solicitation process (the **"SISP"**). As you are aware, our clients' object to the relief sought in the Application, as set out in our earlier correspondence. Our clients oppose that relief not only because they have lost faith in management, but also because they have a superior restructuring that needs to be considered in the interests of the estate and its stakeholders. This includes a superior interim financing proposal and an enhanced SISP.

**Interim financing now before the Court**

The Application, the draft Order and the SISP are supported by the Affidavit of Ingo Mueller sworn August 8, 2026 (the **"Mueller Affidavit"**). The interim financing agreement between the Applicants and 2841034 Alberta Ltd. is dated August 7, 2026 and is attached as Exhibit "Q" to the Mueller Affidavit (the **"Interim Financing Agreement"**). Its terms include a maximum principal amount of USD 650,000, interest at 8% per annum calculated daily and compounded monthly, and payment on October 31, 2026.

**Alternative interim financing committed by 2815793 Alberta Ltd.**

2815793 Alberta Ltd. has committed funds of USD 800,000 and is prepared to advance interim financing to the Applicants on substantially the same terms as the Interim Financing Agreement (the **"Alternative Facility"**). As at the time of writing, USD 550,000 is held in our trust account, we have been provided with wire transfer initiation confirmations for USD 50,000 en route to our trust account, and we hold a signed commitment letter for USD 200,000 in respect of funds to be transferred within Canada. Enclosed are a clean copy of the Alternative Facility and a blackline against the Interim Financing Agreement.

The blackline shows that the differences are primarily confined to the following, and that each is in favour of the Applicants and their estates:

(a) quantum: a maximum principal amount of USD 800,000, being USD 150,000 more than the Interim Financing Agreement;

(b) interest: 7.5% per annum, being 0.5% below the rate under the Interim Financing Agreement;

(c) maturity: November 30, 2026, being thirty days later, which extends the runway available to the Applicants and the SISP.

We ask that the Proposal Trustee consider the Alternative Facility.

As with the Interim Financing Agreement, 2815793 Alberta Ltd. is not prepared to advance funds under the Alternative Facility without the security of a charge over all of the Applicants' present and after acquired assets, property and undertakings, ranking in priority to all other charges, security interests, liens and encumbrances, subject only to the administration charge and the directors' and officers' charge sought in the Application.

**Resumption of commercial discussions**

Our clients consider it in the interests of the Applicants and their estates that 2815793 Alberta Ltd. and 2841034 Alberta Ltd. resume commercial discussions concerning the interim financing and the SISP. The willingness of 2815793 Alberta Ltd. to advance under the Alternative Facility is conditional on its having input into a revised SISP.

To allow those discussions to take place, our clients would request a short adjournment of the Application, of seven to ten days, with the interim financing and the SISP spoken to on the adjourned date. Our clients would likewise not oppose an extension of the same duration of the time to file a proposal under section 50.4(9) of the Bankruptcy and Insolvency Act (Canada) (the **"BIA"**), so that the stay is preserved while discussions occur. Our clients' position on the extension to October 3, 2026 sought in the Application is reserved.

**Benefit to the estates**

There are unresolved disputes between our clients and the directors of 2841034 Alberta Ltd. concerning the incorporation of that company on August 5, 2026 and the circumstances in which it became the proposed interim lender. Litigation over them is threatened and, absent an opportunity for commercial discussion, is likely to follow, consuming estate resources, delaying the SISP and creating bidder uncertainty. A short period for discussion carries the prospect of resolving those disputes and of better interim financing terms. Failing agreement, our clients will proceed with their cross-application and the cross-examination of Mr. Mueller.

Nothing in this letter, and no step taken or not taken by SPDI or 2815793 Alberta Ltd., constitutes a waiver of any of their rights or remedies, which are expressly reserved.

Yours truly,

**BLUE ROCK LAW LLP**

**Courtney R Burton**
e: courtney.burton@bluerocklaw.com
a: 700 - 215 9th Ave. S.W. Calgary, AB
w: www.bluerocklaw.com

**Encl.** Interim Financing Agreement, 2815793 Alberta Ltd. (clean)
Interim Financing Agreement, 2815793 Alberta Ltd. (blackline)

**cc:** Clients, by email
Tevia R.M. Jeffries and Preet Saini, McMillan LLP, by email
Orest Konowalchuk and Duncan MacRae, Alvarez & Marsal Canada Inc., by email
Scott Chimuk and David Mann, Blue Rock Law LLP, by email

# INTERIM FINANCING AGREEMENT

**UP TO USD $800,000** August 17, 2026

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (collectively, the "**Borrower**") each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filings being the "**Proposal Proceedings**").

B. Alvarez & Marsal Canada Inc. was appointed as trustee under each of the Notices of Intention on July 20, 2026 (in such capacity, the "**Proposal Trustee**").

C. 2815793 Alberta Ltd. (the "**Lender**", and together with the Borrower, the "**Parties**") has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement (this "**Agreement**").

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

## 1. PROMISE TO PAY

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached as Schedule "A" of this Agreement, together with interest on such borrowings. All principal owing under this Agreement is collectively referred to as the "**Principal Sum**" and shall at no time exceed the amount of **USD $800,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement, the "**Indebtedness**"). Each Borrower is jointly and severally liable for all obligations under this Agreement.

## 2. ADVANCES

The Principal Sum shall be advanced in one or more advances. The Lender shall have no obligation to make an advance unless it has first received written confirmation from the Proposal Trustee that the amount and timing of the advance are consistent with the cash-flow statement then most recently filed in the Proposal Proceedings and that the advance is required to fund the Borrower's operations. Confirmation given by email is sufficient for the purposes of this section.

## 3. INTEREST

Interest shall accrue on the outstanding Principal Sum at a rate of 7.5% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

## 4. PAYMENT

The Borrower shall pay the Lender the Indebtedness on November 30, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft, wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be

made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta (any other day being a "**Business Day**"), then such payment may be made on the next succeeding Business Day.

## 5. PREPAYMENT

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.

## 6. RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 7. GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 8. COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 9. DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 10. EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 11. GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 12. AMENDMENT

This Agreement may not be amended except in writing executed by each of the Parties hereto.

## 13. WAIVERS

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

## 14. SEVERABILITY

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

## 15. ASSIGNMENT

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

## 16. COUNTERPARTS AND ELECTRONIC DELIVERY.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

## 17. BINDING EFFECT

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____

Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____

Name: Ingo Mueller
Title: Acting Chief Executive Officer

**2815793 ALBERTA LTD.**

Per: Signed by: Michael P. Beys _____
78917CAA4A38421...

Name: Michael P. Beys
Title: Director

## SCHEDULE "A"

## BORROWINGS

| Date received | Amount (USD) |
|---|---|
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| | |
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| | |
| | |
| | |

~~EXECUTION VERSION~~

# INTERIM FINANCING AGREEMENT

**UP TO USD $~~65~~800,000** August ~~7~~17, 2026

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (collectively, the "**Borrower**") each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part ~~III~~III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filings being the "**Proposal Proceedings**")~~ and~~.

B. Alvarez & Marsal Canada Inc. ~~h~~was ~~been~~ appointed as trustee ~~in such Proposal Proceedings.~~under each of the Notices of Intention on July 20, 2026 (in such capacity, the "**Proposal Trustee**").

C. ~~B.2841034~~2815793 Alberta Ltd. (the "**Lender**", and together with the Borrower, the "**Parties**") has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement (this "**Agreement**").

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

## 1. PROMISE TO PAY

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached as Schedule "A" of this Agreement, together with interest on such borrowings. All principal owing under this Agreement is collectively referred to as the "**Principal Sum**" and shall at no time exceed the amount of **USD $~~65~~800,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement, the "**Indebtedness**"). Each Borrower is jointly and severally liable for all obligations under this Agreement.

## 2. ADVANCES

The Principal Sum shall be advanced in one or more advances. The Lender shall have no obligation to make an advance unless it has first received written confirmation from the Proposal Trustee that the amount and timing of the advance are consistent with the cash-flow statement then most recently filed in the Proposal Proceedings and that the advance is required to fund the Borrower's operations. Confirmation given by email is sufficient for the purposes of this section.

## 3. ~~2.~~INTEREST

Interest shall accrue on the outstanding Principal Sum at a rate of ~~8~~7.5% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

## 4. ~~3.~~PAYMENT

The Borrower shall pay the Lender the Indebtedness on ~~October 31~~November 30, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft,

wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta (any other day being a "**Business Day**"), then such payment may be made on the next succeeding Business Day.

## 5. ~~4.~~PREPAYMENT

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.

## 6. ~~5.~~RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 7. ~~6.~~GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 8. ~~7.~~COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 9. ~~8.~~DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 10. ~~9.~~EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 11. ~~10.~~GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 12. ~~11.~~AMENDMENT

This Agreement may not be amended except in writing executed by each of the Parties hereto.

## 13. ~~12.~~WAIVERS

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

## 14. ~~13.~~SEVERABILITY

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

## 15. ~~14.~~ASSIGNMENT

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

## 16. ~~15.~~COUNTERPARTS AND ELECTRONIC DELIVERY.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

## 17. ~~16.~~BINDING EFFECT

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

~~**2841034 ALBERTA LTD .**~~

~~Per:~~ _____
~~Name: Mohsen Khorassani~~
~~Title: Director~~

~~2841034~~2815793 **ALBERTA LTD.**

Per: _____
Name: ~~Jacques Demers~~Michael P. Beys
Title: Director

## SCHEDULE "A"

## BORROWINGS

| Date received | Amount (USD) |
|---|---|
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**This is Exhibit "E" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

Form 49

*Alberta Rules of Court*
Rule 13.19

Clerk's Stamp

| | |
|---|---|
| COURT FILE NUMBER | 24-3400057<br>25-3400059 |
| COURT | COURT OF KING'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| | IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, C B-3, AS AMENDED AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC. |
| APPLICANT(S) | ADVEN INC. AND ADVEN INDUSTRIES INC. |
| DOCUMENT: | **AFFIDAVIT OF JACQUES DEMERS** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: | **Warren Kachur Osadetz LLP**<br>425, 1122 4th Street SW<br>Calgary, AB T2R 1M1<br>**Attn: Martin Rejman**<br>Telephone: 587-430-3125<br>Facsimile: (587) 430-2971<br>E-mail: mrejman@wkolaw.ca<br>File No. 26-6296-05518 |

**AFFIDAVIT OF JACQUES DEMERS**

**Sworn on August 19, 2026**

**I, Jacques Demers, of the City of Toronto, Ontario, SWEAR AND SAY THAT:**

1. I am a director of 2841034 Alberta Ltd. (the "**DIP Lender**"), the provider of interim financing in these proceedings, and a director of Excelsior Management Limited ("**Excelsior**") as such I have personal knowledge of the facts herein deposed to, except where stated to be based upon information and belief and where so stated I verily believe the same to be true

2. The DIP Lender and Excelsior support the relief sought by Adven Inc. and Adven Industries Inc. in these proceedings and have confidence in the management of the Companies.

3. On August 17, 2026, because counsel for the Grid Note Lender provided to the Proposal Trustee an offer to lend to the Companies, the DIP Lender provided the Companies with a proposed

amended interim funding agreement (the "Amended Interim Financing Agreement"). Attached to this my Affidavit as **Exhibit "A"** is a true copy of the executed Amended Interim Financing Agreement.

4. Attached to this my Affidavit as **Exhibit "B"** is the draft red-line copy of the Amended Interim Financing Agreement.

5. The DIP Lender is ready, willing, and able to fund the interim facility as set out in the Amended Interim Financing Agreement as soon as the Court approves the Companies' entry into the interim facility and grants a court-ordered charge as security for such borrowings.

6. The funds for the interim facility are available to fund the facility.

SWORN BEFORE ME at the Township of Muskoka Lakes in the Province of Ontario, this 19th day of August, 2026.

Barrister & Solicitor

Name: Arthur David Demers

LSO # 72527E

**Jacques Demers**

This is Exhibit "A" referred to in the
Affidavit of JACQUES DEMERS

Sworn/Affirmed before me this 19th day of August 2026

Barrister & Solicitor

Name: Arthur David Demers

LSO # 72527E

EXECUTION VERSION

**INTERIM FINANCING AGREEMENT**

**UP TO USD $650,000** August 19, 2026

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (collectively, the "**Borrower**") each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filings being the "**Proposal Proceedings**") and Alvarez & Marsal Canada Inc. has been appointed as trustee in such Proposal Proceedings.

B. 2841034 Alberta Ltd. (the "**Lender**", and together with the Borrower, the "**Parties**") has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement (this "**Agreement**").

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

## 1. PROMISE TO PAY

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached as Schedule "A" of this Agreement, together with interest on such borrowings. All principal owing under this Agreement is collectively referred to as the "**Principal Sum**" and shall at no time exceed the amount of USD **$650,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement, the "**Indebtedness**"). The Lender shall be obligated to fund the Principal Sum in such amounts as requested by the Borrower in writing in the Borrower's sole discretion. Each Borrower is jointly and severally liable for all obligations under this Agreement.

## 2. INTEREST

Interest shall accrue on the outstanding Principal Sum at a rate of 8% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

## 3. PAYMENT

The Borrower shall pay the Lender the Indebtedness on October 31, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft, wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta (any other day being a "**Business Day**"), then such payment may be made on the next succeeding Business Day.

## 4. PREPAYMENT

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.



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## 5. RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 6. GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek and obtain an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 7. COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 8. DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 9. EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 10. GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.



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**11. AMENDMENT**

This Agreement may not be amended except in writing executed by each of the Parties hereto.

**12. WAIVERS**

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

**13. SEVERABILITY**

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

**14. ASSIGNMENT**

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

**15. COUNTERPARTS AND ELECTRONIC DELIVERY.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

**16. BINDING EFFECT**

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

***[Signature Page Follows]***



Doc ID: 4798fe6c2a5c79bb2abe62c4849bd00ff2150dd5

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**2841034 ALBERTA LTD.**

Per: _____
Name: Mohsen Khorassani
Title: Director

**2841034 ALBERTA LTD.**

Per: Jacques Demers
Name: Jacques Demers
Title: Director



Doc ID: 4798fe6c2a5c79bb2abe62c4849bd00ff2150dd5

**SCHEDULE "A"**

**BORROWINGS**

| Date received | Amount (USD) |
|---|---|
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Doc ID: 4798fe6c2a5c79bb2abe62c4849bd00ff2150dd5

Dropbox Sign

Audit trail

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|---|---|
| Title | 2026-08-19 - AdvEn Amended Interim Financing Agreement.pdf |
| File name | 2026-08-19%20-%20...g%20Agreement.pdf |
| Document ID | 4798fe6c2a5c79bb2abe62c4849bd00ff2150dd5 |
| Audit trail date format | MM / DD / YYYY |
| Status | Signed |

**This document was requested from app.clio.com**

## Document History

| | | |
|---|---|---|
| SENT | **08 / 19 / 2026** 14:58:05 UTC | Sent for signature to Jacques Demers (jdemers@consiliumcounsel.com) and Mohsen Khorassani (michael@orioncapitalllc.com) by services@clio.com acting on behalf of mrejman@wkolaw.ca IP: 24.109.133.102 |
| VIEWED | **08 / 19 / 2026** 14:59:02 UTC | Viewed by Jacques Demers (jdemers@consiliumcounsel.com) IP: 172.226.162.67 |
| SIGNED | **08 / 19 / 2026** 15:01:06 UTC | Signed by Jacques Demers (jdemers@consiliumcounsel.com) IP: 172.226.162.67 |
| VIEWED | **08 / 19 / 2026** 16:01:32 UTC | Viewed by Mohsen Khorassani (michael@orioncapitalllc.com) IP: 173.2.67.67 |
| SIGNED | **08 / 19 / 2026** 16:02:31 UTC | Signed by Mohsen Khorassani (michael@orioncapitalllc.com) IP: 173.2.67.67 |
| | **08 / 19 / 2026** 16:02:31 UTC | The document has been completed. |

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Audit trail

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|---|---|
| Title | 2026-08-19 - AdvEn Amended Interim Financing Agreement.pdf |
| File name | 2026-08-19%20-%20...g%20Agreement.pdf |
| Document ID | 4798fe6c2a5c79bb2abe62c4849bd00ff2150dd5 |
| Audit trail date format | MM / DD / YYYY |
| Status | • Signed |

**This document was requested from app.clio.com**

## Document History

COMPLETED

This is Exhibit "B" referred to in the
Affidavit of JACQUES DEMERS

Sworn/Affirmed before me this 19th day of August 2026

Barrister & Solicitor

Name: Arthur David Demers

LSO # 72527E

~~DRAFT~~EXECUTION VERSION

**INTERIM FINANCING AGREEMENT**

**UP TO USD $650,000** August ~~H~~187, 2026

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (**collectively, the "Borrower"**) each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part Ill of the *Bankruptcy and Insolvency Act* (Canada) (the **proceedings commenced by such filings being the "Proposal Proceedings") and Alvarez & Marsal Canada Inc. has been appointed as trustee in such Proposal** Proceedings.

B. 2841034 **Alberta Ltd. (the "Lender", and together with the Borrower, the "Parties"**) has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement **(this "Agreement").**

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

**1. PROMISE TO PAY**

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached **as Schedule "A"** of this Agreement, together with interest on such borrowings. All principal owing under this Agreement **is collectively referred to as the "Principal Sum"** and shall at no time exceed the amount of USD **$650,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement**, the "Indebtedness").** The Lender shall be obligated to fund the Principal Sum in such amounts as requested by the Borrower in writing in the Borrower's sole discretion. Each Borrower is jointly and severally liable for all obligations under this Agreement.

**2. INTEREST**

Interest shall accrue on the outstanding Principal Sum at a rate of 8% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

**3. PAYMENT**

The Borrower shall pay the Lender the Indebtedness on October 31, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft, wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta **(any other day being a "Business Day"), then such** payment may be made on the next succeeding Business Day.

**4. PREPAYMENT**

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.

## 5. RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 6. GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek and obtain an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 7. COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 8. DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 9. EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 10. GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

**11. AMENDMENT**

This Agreement may not be amended except in writing executed by each of the Parties hereto.

**12. WAIVERS**

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

**13. SEVERABILITY**

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

**14. ASSIGNMENT**

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

**15. COUNTERPARTS AND ELECTRONIC DELIVERY.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

**16. BINDING EFFECT**

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**2841034 ALBERTA LTD.**

Per: _____
Name: Mohsen Khorassani
Title: Director

**2841034 ALBERTA LTD.**

Per: _____
Name: Jacques Demers
Title: Director

**SCHEDULE "A"**

**BORROWINGS**

| Date received | Amount (USD) |
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**This is Exhibit "F" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

Form 49

*Alberta Rules of Court*
Rule 13.19

Clerk's Stamp

| | |
|---|---|
| COURT FILE NUMBER | 24-3400057<br>25-3400059 |
| COURT | COURT OF KING'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| | IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, C B-3, AS AMENDED AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC. |
| APPLICANT(S) | ADVEN INC. AND ADVEN INDUSTRIES INC. |
| DOCUMENT: | **AFFIDAVIT OF KARY HEIKOOP** |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: | **Warren Kachur Osadetz LLP**<br>425, 1122 4th Street SW<br>Calgary, AB T2R 1M1<br>**Attn: Martin Rejman**<br>Telephone: 587-430-3125<br>Facsimile: (587) 430-2971<br>E-mail: mrejman@wkolaw.ca<br>File No. 26-6296-05518 |

**AFFIDAVIT OF KARY HEIKOOP**

**Sworn on August 19, 2026**

**I, Jacques Demers, of the City of Toronto, Ontario, SWEAR AND SAY THAT:**

1. I am employed as a Legal Assistant at Warren Kachur Osadetz LLP, counsel for 2841034 Alberta Ltd. (the "**DIP Lender**"), as such I have personal knowledge of the facts herein deposed to, except where stated to be based upon information and belief and where so stated I verily believe the same to be true.

2. The Directors of the DIP Lender, Jacques Demers and Mohsen Khorassani, have executed an amended amended interim funding agreement. Attached to this my Affidavit as **Exhibit "A"** is a true copy of the executed amended Amended Interim Financing Agreement.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 19th day of August, 2026.

**STACEY LYNN WHITEWAY**
A Commissioner for Oaths
in and for Alberta
My Commission expires: June 22, 2029

**Kary Heikoop**

THIS IS EXHIBIT "A"
referred to in the Affidavit of
Kary Heikoop
Sworn before me this 19
day of August, 2026
SWhiteway

EXECUTION VERSION

**INTERIM FINANCING AGREEMENT**

**UP TO USD $650,000**

August 19, 2026

STACEY LYNN WHITEWAY
A Commissioner for Oaths
in and for Alberta
My Commission expires: June 22, 2029

**RECITALS:**

A. On July 20, 2026, AdvEn Inc. and AdvEn Industries Inc. (collectively, the "**Borrower**") each filed a Notice of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filings being the "**Proposal Proceedings**") and Alvarez & Marsal Canada Inc. has been appointed as trustee in such Proposal Proceedings.

B. 2841034 Alberta Ltd. (the "**Lender**", and together with the Borrower, the "**Parties**") has agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms and subject to the conditions set out in this Interim Financing Agreement (this "**Agreement**").

**NOW THEREFORE**, the Parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

## 1. PROMISE TO PAY

For value received, the Borrower, hereby jointly and severally promises to pay to the Lender the aggregate unpaid principal balance of all borrowings by the Borrower from the Lender as recorded on the grid attached as Schedule "A" of this Agreement, together with interest on such borrowings. All principal owing under this Agreement is collectively referred to as the "**Principal Sum**" and shall at no time exceed the amount of USD **$650,000** (the Principal Sum and accrued interest, being the indebtedness evidenced by this Agreement, the "**Indebtedness**"). The Lender shall be obligated to fund the Principal Sum in such amounts as requested by the Borrower in writing in the Borrower's sole discretion. Each Borrower is jointly and severally liable for all obligations under this Agreement.

## 2. INTEREST

Interest shall accrue on the outstanding Principal Sum at a rate of 6.5% per annum, calculated daily and compounded monthly, and shall be added to and form part of the Principal Sum on the last day of each calendar month. The Borrower agrees that interest shall accrue both before and after demand, default and judgment and until actual payment.

## 3. PAYMENT

The Borrower shall pay the Lender the Indebtedness on December 31, 2026. The Indebtedness and all other amounts payable hereunder shall be payable in U.S. dollars by certified cheque, bank draft, wire transfer or such other method as the Lender shall designate by written notice to the Borrower. If any payment to be made under this Agreement is due on a Saturday, Sunday or a bank holiday or the equivalent for banks generally under the laws of the Province of Alberta (any other day being a "**Business Day**"), then such payment may be made on the next succeeding Business Day.

## 4. PREPAYMENT

The Borrower may, at any time and from time to time, prepay all or any part of the Principal Sum outstanding without notice, penalty, or bonus.

## 5. RECORDAL OF BORROWINGS

The Lender shall and is unconditionally and absolutely authorized and directed by the Borrower to record on the grid attached hereto as Schedule "A" all borrowings and payments of the Principal Sum. Such notations, in the absence of manifest mathematical error, are prima facie evidence of such advances, repayments and the outstanding balance of the Principal Sum; provided that the failure of the Lender to record the same shall not affect the obligations of the Borrower to pay such amounts to the Lender.

## 6. GRANT OF SECURITY

As continuing collateral security for performance of the Borrower's obligations to the Lender under this Agreement, the Borrower shall seek and obtain an order in the Alberta Court of King's Bench (the "**Court**") granting security over all of present and after acquired real and personal property of the Borrower, of whatsoever nature, in form and substance satisfactory to the Lender acting reasonably, in priority to all other liens, charges, and security interests other than a Court-ordered administration charge and a Court-ordered charge in favour of the Borrower's directors and officers (the "**Security**").

The Borrower shall cause all such further agreements, instruments and documents to be executed and delivered and all such further acts and things to be done as the Lender may from time to time reasonably require.

Upon the full repayment of the Indebtedness, the Lender will execute and deliver to the Borrower such releases and discharges or other instruments as may be reasonably required to discharge the Security.

## 7. COST OF ENFORCEMENT

The Borrower shall pay to the Lender, on demand, all costs and expenses incurred by the Lender in connection with the enforcement or attempted enforcement of this Agreement and the Security following an Event of Default, including all legal fees, on a solicitor-and-its-own client, full indemnity basis; legal disbursements; and all other out-of-pocket costs (collectively, "**Costs**"), and such amounts shall be added to and form part of the Indebtedness.

## 8. DEFAULT AND PENALTIES

The default in the payment of any amount in accordance with the terms hereof shall constitute an event of default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default, the Indebtedness and all other amounts then outstanding hereunder shall, at the option of the Lender, be immediately due and payable.

## 9. EXPENSES

The Borrower shall pay to the Lender, on demand, all Costs incurred by the Lender in connection with the negotiation, preparation, execution, delivery and administration of this Agreement and the Security, and all such amounts shall be added to and form part of the Indebtedness.

## 10. GOVERNING LAW

This Agreement is and will be deemed to be made in the Province of Alberta and for all purposes be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## 11. AMENDMENT

This Agreement may not be amended except in writing executed by each of the Parties hereto.

## 12. WAIVERS

The Borrower hereby waives presentment, notice of dishonour, protest and notice of protest. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right exclude any further exercise thereof or the exercise of any other right.

## 13. SEVERABILITY

If a provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as if it had been executed without the unenforceable or invalid provision.

## 14. ASSIGNMENT

The Borrower may not assign, delegate or otherwise transfer any of its obligations under this Agreement, whether by merger, amalgamation, consolidation or other business combination, without the prior written consent of the Lender. The Lender may assign all or any part of this Agreement without the consent of the Borrower.

## 15. COUNTERPARTS AND ELECTRONIC DELIVERY.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including in PDF format) shall be as effective as delivery of a manually executed counterpart, and each Party may rely on such delivery.

## 16. BINDING EFFECT

The Borrower represents and warrants that the execution and delivery by the Borrower of this Agreement are within the Borrower's corporate power and authority and have been duly authorized by all necessary corporate actions. This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the Parties.

***[Signature Page Follows]***

**IN WITNESS WHEREOF**, the Parties have made, executed and delivered this Agreement effective as of the day first above written.

**ADVEN INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**ADVEN INDUSTRIES INC.**

Per: _____
Name: Ingo Mueller
Title: Acting Chief Executive Officer

**2841034 ALBERTA LTD.**

Per: _____
Name: Mohsen Khorassani
Title: Director

**2841034 ALBERTA LTD.**

Per: _____
Name: Jacques Demers
Title: Director

**SCHEDULE "A"**

**BORROWINGS**

| Date received | Amount (USD) |
|---|---|
| | |
| | |
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Dropbox Sign

# Audit trail

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COMPLETED

**This is Exhibit "G" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
Commissioner for Oaths
in and for Alberta
Commission expires October 27, 2028
My Appointee No.0769541

B301-400059

| | |
|---|---|
| COURT FILE NUMBER | **24-3400057**<br>**25-3400059** |
| COURT | **COURT OF KING'S BENCH OF ALBERTA** |
| JUDICIAL CENTRE | **CALGARY** |

Clerk's Stamp

BANKRUPTCY AND INSOLVENCY
FILED
by Email
Aug 21, 2026
Calgary
FAILLITE ET INSOLVABILITE

C80566
MB

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC.**

| | |
|---|---|
| APPLICANTS | **ADVEN INC. AND ADVEN INDUSTRIES INC.** |
| DOCUMENT | **BENCH BRIEF OF THE APPLICANTS** |

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTIES FILING THIS DOCUMENT

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## I. INTRODUCTION

1. This Brief is submitted on behalf of the Applicants, AdvEn Inc. [“**AdvEn**”] and AdvEn Industries Inc. [“**AdvEn Industries**” and together with AdvEn, the “**Applicants**” or the “**Companies**”] in connection with their application [the “**Application**”] for an order [the “**Order**”], *inter alia*:

   (a) extending the time within which the Applicants are required to file a proposal to their creditors under section 50.4(9) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 [the “**BIA**”] to October 3, 2026 [the “**Proposed Stay Extension**”];

   (b) directing that the proposal proceedings [the “**Proposal Proceedings**”] and estates of the Applicants shall be procedurally consolidated and shall continue under a single estate [each individual estate being an “**Estate**”, and the consolidated estate being the “**Consolidated Estate**”], authorizing and directing Alvarez & Marsal Canada Inc. in its capacity as proposal trustee [in such capacity, the “**Proposal Trustee**”] to administer the Estates making up the Consolidated Estate on a consolidated basis, and granting ancillary relief arising from the procedural consolidation of the Estates;

   (c) granting an administration charge to the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Applicants, as security for their professional fees and disbursements up to the maximum amount of $500,000 [the “**Administration Charge**”];

   (d) granting a charge to the Applicants' directors and officers as security for any obligations and liabilities they may incur as directors and officers of the Applicants after July 20, 2026, up to the maximum amount of $100,000 [the “**D&O Charge**”];

   (e) authorizing and empowering the Applicants to obtain and borrow under a credit facility [the “**Interim Facility**”] provided by 2841034 Alberta Ltd. [the “**Interim Lender**”] on the terms and conditions specified in the Interim Financing Agreement dated August 7, 2026, between the Applicants and the Interim Lender [the “**Interim Financing Agreement**”] up to the maximum amount of US$650,000 and granting a charge to the Interim Lender as security for all obligations of the Applicants under the Interim Financing Agreement [the “**Interim Lender's Charge**”];

(f) declaring that the Administration Charge, the D&O Charge and the Interim Lender's Charge [together, the "**Charges**"] are priority charges that rank ahead of any and all charges, security interests, liens, trusts, deemed trusts and encumbrances against all of the Applicants' present and after-acquired assets, property and undertakings [the "**Property**"], including liens and trusts created by federal and provincial legislation, and that the Charges rank, as between themselves, in the following order of priority:

(I) first, the Administration Charge;

(II) second, the D&O Charge; and

(III) third, the Interim Lender's Charge;

(g) approving the sale and investment solicitation process substantially in the form attached as Schedule "A" to the Order [the "**SISP**"]; and

(h) such further and other relief as counsel may request and this Honourable Court may grant.

## II. FACTS

2. The facts giving rise to this Application are set out in the First Affidavit of Ingo Mueller sworn August 8, 2026 [the "**First Mueller Affidavit**"]. The Applicants rely on the facts contained in the First Mueller Affidavit for the purposes of this Brief. Reference is also made to the First Report of the Proposal Trustee dated August 13, 2026 [the "**First Report**"]. Capitalized terms not defined herein shall have the meanings given to them in the First Mueller Affidavit.

## III. ISSUES

3. The Applicants will establish that:

(a) the Proposed Stay Extension should be granted;

(b) the Proposal Proceedings should be procedurally consolidated;

(c) the Administration Charge should be granted;

(d) the D&O Charge should be granted;

(e) the Interim Financing Agreement should be approved and the Interim Lender's Charge should be granted;

(f) the Charges should rank in the order of priority requested by the Applicants; and

(g) the SISP should be approved.

## IV. SUBMISSIONS

### A. The Proposed Stay Extension Should be Granted

4. The Applicants filed their NOIs on July 20, 2026 [the "**Filing Date**"].[1] Pursuant to section 50.4(8) of the BIA, the Applicants are required to file a proposal within 30 days.[2] Accordingly, the Applicants must file a proposal on or before August 19, 2026, unless the Proposed Stay Extension is granted by this Court.

5. Pursuant to section 50.4(9) of the BIA, an insolvent person may apply to the Court for an order extending the time to file a proposal by a maximum of 45 days, provided the Court is satisfied that:

(a) the insolvent person has acted, and is acting, in good faith and with due diligence;

(b) the insolvent person would likely be able to make a viable proposal if the extension being applied for were granted; and

(c) no creditor would be materially prejudiced if the extension was granted.[3]

6. The Applicants respectfully submit that the test in section 50.4(9) of the BIA is satisfied and that the Proposed Stay Extension should be granted. Since the Filing Date, the Applicants have been working diligently and in good faith to advance these Proposal Proceedings, including by:

(a) providing the Proposal Trustee with access to the Applicants' books, records and financial information;

[1] First Mueller Affidavit at ⁋2.
[2] BIA, s 50.4(8). **[TAB 1]**
[3] BIA, s 50.4(9). **[TAB 1]**

(b) preparing, in consultation with the Proposal Trustee, an updated cash flow statement for the period of August 1, 2026, to October 2, 2026, a copy of which is attached as Appendix "D" to the First Report [the **"Updated CF Forecast**"];

(c) cooperating with the Proposal Trustee in carrying out its obligations under the BIA; and

(d) communicating with the Applicants' key creditors and stakeholders.[4]

7. The Applicants have also assisted the Proposal Trustee in developing the SISP.[5] The Proposed Stay Extension is necessary to allow for the administration of the SISP by the Proposal Trustee. The Proposal Trustee is supportive of the Proposed Stay Extension and of the view that the Proposed Stay Extension should serve to provide the Applicants with the time required to allow them to restructure their affairs.[6]

8. The Applicants believe that the Proposed Stay Extension is in the best interests of their creditors.[7] The Proposal Trustee is of the view that no stakeholder or creditor is likely to be materially prejudiced if the Proposed Stay Extension is granted.[8]

**B. The Proposal Proceedings Should be Procedurally Consolidated**

9. Section 183(1) of the BIA vests this Court with jurisdiction to exercise original, auxiliary and ancillary jurisdiction in bankruptcy and other proceedings authorized by the BIA.[9] Courts have relied on section 183 of the BIA to grant a procedural order to consolidate multiple debtors' proposal proceedings.[10]

10. Courts have also recognized that it is appropriate to consolidate proposal proceedings where doing so will avoid a multiplicity of proceedings and will reduce costs due to multiple filings. This is particularly the case where the debtors are closely aligned.[11]

11. In *Electro Sonic Inc, Re*, the Ontario Superior Court of Justice held:

[4] First Mueller Affidavit at ⁋52.
[5] First Mueller Affidavit at ⁋64; First Report at ⁋32.
[6] First Report at ⁋90.
[7] First Mueller Affidavit at ⁋53.
[8] First Report at ⁋93.
[9] BIA, s 183(1). **[TAB 1]**
[10] *Gray Aqua Group of Companies, Re*, 2015 NBQB 107 at ⁋10. **[TAB 2]**
[11] *Mustang GP Ltd, Re,* 2015 ONSC 6562 at ⁋25 ["***Mustang***"]. **[TAB 3]**

> Bankruptcy proceedings in this Court operate subject to the general principle that the litigation process should secure the just, most expeditious and least expensive determination of every proceeding on its merits. One practical application of that general principle occurs when courts join together two closely-related bankruptcy proceedings so that they can proceed and be managed together. This procedural or administrative consolidation does not involve the substantive merger or consolidation of the bankruptcy estates, merely their procedural treatment together by the court. Administrative consolidation of two bankruptcy proceedings would be analogous to bringing two separate civil actions under common case management.[12]

12. AdvEn Industries is a wholly owned subsidiary of AdvEn. The Applicants share common management, common employees, and common banking arrangements, and all material business functions are performed on a consolidated basis.[13] Procedural consolidation will allow the Proposal Trustee to administer the Estates efficiently and cost-effectively, avoiding a duplication of administrative steps. As a practical matter, any going-concern transaction arising from the SISP would necessarily encompass the assets and operations of both Applicants.[14] The Proposal Trustee also recommends that the Court approve the procedural consolidation of the Proposal Proceedings.[15]

## C. The Administration Charge Should be Granted

13. This Court has jurisdiction under section 64.2 of the BIA to grant the Administration Charge:[16]

> **64.2(1)** ***Court may order security or charge to cover certain costs:*** On notice to the secured creditors who are likely to be affected by the security or charge, the court may make an order declaring that all or part of the property of a person in respect of whom a notice of intention is filed under section 50.4 or a proposal is filed under subsection 62(1) is subject to a security or charge, in an amount that the court considers appropriate, in respect of the fees and expenses of
>
> > (a) the trustee, including the fees and expenses of any financial, legal or other experts engaged by the trustee in the performance of the trustee's duties;
> >
> > (b) any financial, legal or other experts engaged by the person for the purpose of proceedings under this Division;

[12] *Electro Sonic Inc, Re*, 2014 ONSC 942 at ⁋4. **[TAB 4]**

[13] First Mueller Affidavit at ⁋6-7.

[14] First Mueller Affidavit at ⁋50.

[15] First Report at ⁋95.

[16] BIA, s 64.2. **[TAB 1]**

[…]

> **64.2(2)** ***Priority:*** The court may order that the security or charge rank in priority over the claim of any secured creditor of the person.

14. Administration Charges have been approved in BIA proposal proceedings where the participation of the beneficiaries of the proposed charge is necessary to maximize the chances of a successful restructuring.[17]

15. The proposed Administration Charge is supported by the following factors, among others:

    (a) the Applicants' creditors have received notice of the Application;

    (b) the continued participation of each beneficiary of the Administration Charge is essential to the preservation of the Applicants' enterprise value;[18]

    (c) the quantum of the Administration Charge has been estimated in consultation with the Proposal Trustee, having regard to the scope and expected duration of the Proposal Proceedings;[19] and

    (d) the Proposal Trustee is of the view that the Administration Charge is reasonable and appropriate to ensure the continued support of the respective professionals in the Applicants' efforts to restructure their affairs.[20]

## D. The D&O Charge Should be Granted

16. This Court has jurisdiction under section 64.1 of the BIA to grant the proposed D&O Charge:[21]

> **64.1(1)** ***Security or charge relating to director's indemnification:*** On application by a person in respect of whom a notice of intention is filed under section 50.4 or a proposal is filed under subsection 62(1) and on notice to the secured creditors who are likely to be affected by the security or charge, a court may make an order declaring that all or part of the property of the person is subject to a security or charge — in an amount that the court considers appropriate — in favour of any director or officer of the person to indemnify the director or officer

[17] *In the Matter of the Notice of Intention to Make a Proposal of The Body Shop Canada Limited*, 2024 ONSC 1651 at ⁋55 **[TAB 5]**; *Mustang* at ⁋33 **[TAB 3].**

[18] First Mueller Affidavit at ⁋55.

[19] First Mueller Affidavit at ⁋56.

[20] First Report at ⁋77.

[21] BIA, s 64.1. **[TAB 1]**

> against obligations and liabilities that they may incur as a director or officer after the filing of the notice of intention or the proposal, as the case may be.
>
> **64.1(2)** ***Priority:*** The court may order that the security or charge rank in priority over the claim of any secured creditor of the person.

17. Courts have granted directors' and officers' charges in BIA proposal proceedings where, among other things, the charge is available only to the extend that the directors and officers do not have coverage under existing policies or to the extent that those policies are insufficient, there is a possibility that the directors and officers may not continue their involvement without the protection of the proposed charge, and the proposal trustee is supportive of the charge.[22]

18. The Applicants maintain a D&O Insurance Policy which provides up to $5 million in aggregate coverage. However, the D&O Insurance Policy expires on September 30, 2026, contains certain exclusions and limitations for the coverage provided, and there is potential for there to be insufficient coverage in respect of claims against directors and officers.[23]

19. The continued participation of the Applicants' directors and officers is essential to preserving the value of the Applicants' business.[24] The Applicants' directors and officers have the technical and intimate knowledge, experience and relationships necessary to maximize the value of the Companies.[25] Absent the D&O Charge, there is uncertainty as to whether the Applicants' directors and officers will continue in their roles.[26]

20. The Proposal Trustee is supportive of the Proposed D&O Charge.[27] The Proposal Trustee has evaluated the proposed quantum of the D&O Charge and believes the amount is reasonable in the circumstances, considering, among other factors, payroll obligations, CRA obligations and the amount of similar Court-approved charges in comparable proceedings.[28]

[22] *Mustang* at ⁋35 **[TAB 3].**
[23] First Mueller Affidavit at ⁋60.
[24] First Mueller Affidavit at ⁋58.
[25] First Report at ⁋81.
[26] First Mueller Affidavit at ⁋60.
[27] First Report at ⁋90.
[28] First Report at ⁋82.

## E. The Interim Financing Agreement Should be Approved and the Interim Lender's Charge Should be Granted

21. Section 50.6(1) of the BIA provides this Court with the authority to order a charge to secure interim financing advanced to a debtor on notice to the secured creditors who are likely to be affected by the charge in an amount that the Court considers appropriate, having regard to the debtor's cash flow statement and provided that such a charge does not secure an obligation that exists before the order is made.[29] Pursuant to section 50.6(3) of the BIA, the charge may rank in priority over the claim of any secured creditor of the debtor.[30]

22. In deciding to grant a charge securing interim financing, this Court is to consider the factors outlined in section 50.6(5) of the BIA:

(a) the period during which the debtor is expected to be subject to proceedings under the BIA;

(b) how the debtor's business and financial affairs are to be managed during the proceedings;

(c) whether the debtor's management has the confidence of its major creditors;

(d) whether the loan would enhance the prospects of a viable proposal being made in respect of the debtor;

(e) the nature and value of the debtor's property;

(f) whether any creditor would be materially prejudiced as a result of the security or charge; and

(g) the trustee's report.[31]

23. With respect to section 50.6(1) of the BIA:

(a) notice has been given to all known creditors;

[29] BIA, s 50.6(1). **[TAB 1]**
[30] BIA, s 50.6(3). **[TAB 1]**
[31] BIA, s 50.6(5). **[TAB 1]**

(b) the Applicants, with the assistance of the Proposal Trustee, have prepared the Updated CF Forecast; and

(c) the proposed Interim Lender's Charge does not secure any obligation that exists before the date of the requested Order.

24. With respect to section 50.6(5) of the BIA:

(a) as demonstrated by the Updated CF Forecast, the Applicants do not have sufficient funds to continue operations and carry out their restructuring efforts unless the Interim Facility is approved by this Court;

(b) the proposed Interim Facility will allow the Applicants to operate as a going concern, under the supervision of the Proposal Trustee and in accordance with the Updated CF Forecast throughout the Proposal Proceedings;

(c) the Applicants' existing secured creditors were consulted by the Applicants in the development of an interim financing structure and certain of these creditors established the Interim Lender for the purpose of providing the Interim Facility;[32]

(d) the Interim Facility will enable the Companies to operate while the Proposal Trustee conducts the SISP, the successful completion of which will enhance the prospects of a viable proposal being made to the Applicants' creditors;

(e) the Proposal Trustee supports the Companies' application for approval of the Interim Financing Agreement and the Interim Lender's Charge and does not consider the same to be unduly prejudicial to any other creditors of the Companies;[33] and

(f) it is a condition of the Interim Financing Agreement that the Interim Lender's Charge is granted.[34]

25. Courts have approved interim financing arrangements and granted priority charges in connection therewith over the objections of existing creditors, both in the context of

[32] First Report at ⁋43(e).
[33] First Report at ⁋85.
[34] First Mueller Affidavit at ⁋63.

proposal proceedings under the BIA and in restructurings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 [the "**CCAA**"]. With respect to proposal proceedings under the BIA:

(a) in *Eureka*[35] the Ontario Superior Court approved interim financing and granted a priority charge over the objections of a group of secured noteholders who argued, among other things, that there was no business to rehabilitate, that the interim financing would further erode their collateral, and that they had no confidence in management.[36] The court approved the interim financing notwithstanding those objections, noting that it was encouraged by the Proposal Trustee's support for the debtors' plan and finding that immediate liquidation would have dire effects whereas the interim financing held at least the prospect of increased value and a successful proposal;[37] and

(b) Alberta authorities, including *Mantle*[38] and *Greenfire*[39], further confirm that existing creditors may be primed where the proposed priority charge is necessary to preserve or enhance stakeholder value, is supported by the proposal trustee, and will not materially prejudice the affected creditors having regard to the debtor's available restructuring alternatives.

26. CCAA courts have also approved interim financing arrangements and granted priority charges in connection therewith over the objections of existing creditors, including when faced with competing interim financing proposals. Courts must determine which proposal is most appropriate and which will best serve the interests of the debtors' stakeholders as a whole by enhancing the prospect of a successful restructuring.[40]

27. Critically, the objection of an affected creditor is not determinative. Courts have emphasized that the situation of the creditors as a whole must be examined, and any

[35] *Eureka 93 Inc. et al. (Re)*, 2020 ONSC 1482 ["***Eureka***"]. **[TAB 6]**
[36] *Eureka* at ⁋3 and ⁋9. **[TAB 6]**
[37] *Eureka* at ⁋20 and ⁋24. **[TAB 6]**
[38] *Re Mantle Materials Group, Ltd*, 2023 ABKB 488 ["***Mantle***"] at ⁋14 and ⁋43. **[TAB 7]**
[39] *Athabasca Workforce Solutions Inc v Greenfire Oil & Gas Ltd,* 2021 ABCA 66 ["***Greenfire***"]. **[TAB 8]**
[40] *Great Basin Gold Ltd. (Re)*, 2012 BCSC 1459 at ⁋15 **[TAB 9]**; *Quest University Canada (Re)*, 2020 BCSC 318 **[TAB 10]**; *Tacora Resources Inc. (Re)*, 2023 ONSC 6126 **[TAB 11]**.

prejudice to some must be weighed against the positive effects of the interim financing on the restructuring as a whole:

> DIP financing may be approved even if it potentially prejudices some creditors, as long as the prejudice is outweighed by the benefit to all stakeholders.[41]
>
> DIP financing will be ordered where the benefits of financing to all stakeholders outweigh potential prejudice to some creditors. Even where it can be established that a creditor may be prejudiced, this factor is only one factor to be considered in equal measure with the other factors set out in section 11.2(4).[42]
>
> …I would note that material prejudice to secured creditors is only one factor and is to be considered in equal measure with the others listed in s. 11.2(4). It is not, as submitted by Fisgard, the case that as a matter of law the court cannot impose DIP financing over the objections of a secured creditor if there is prejudice to that secured creditor, particularly in light of the statutory test...[43]

28. Secure Property Development & Investment PLC ["**SPDI**"] and 2815793 Alberta Ltd. ["**281**"] have made various objections to date through counsel though have not filed any responding evidence. SPDI's and 281's objections include, among other things, that they have lost confidence in management[44], while at the same time arguing that 281's interim lending proposal ought to be preferred.[45]

29. As further described in the First Mueller Affidavit at ⁋30, SPDI is a secured creditor of the AdvEn Industries, with security granted in all present and after-acquired personal property of AdvEn Industries, excluding intellectual property. The approximate amount owing to SPDI is $837,273. Excelsior Management Limited ["**Excelsior**"] is a secured creditor of the Applicants, with security granted in all present and after-acquired personal property of the Applicants, excluding intellectual property. The approximate amount owing to Excelsior is $858,145.

30. There is a dispute regarding whether 281 has advanced any funds to the Applicants. 281 has registered security against all present and after-acquired personal property of the Applicants. Subject to the Proposal Trustee's review of the validity and enforceability of the creditors' security, the Applicants understand that only 281 is secured against the

[41] *Indiva Limited et al.*, 2024 ONSC 3426 at ⁋19. **[TAB 12]**
[42] *Pride Group Holdings Inc. et al.*, 2024 ONSC 2026 at ⁋27. **[TAB 13]**
[43] *Pacific Shores Resort & Spa Ltd. (Re)*, 2011 BCSC 1775 at ⁋49. **[TAB 14]**
[44] First Report at Appendix G.
[45] Affidavit of Amanda Urban, sworn August 17, 2026.

Companies' intellectual property. Section 3.1 of each of the SPDI Security Agreements, copies of which are attached as Exhibit G to the First Mueller Affidavit, specifically excludes intellectual property.

31. On August 7, 2026, the Applicants and the Interim Lender signed an agreement for interim financing.[46]

32. On August 17, 2026, 281 provided an interim funding agreement to the Proposal Trustee [the "**281 Term Sheet**"] providing for similar terms to the August 7 agreement with the Interim Lender but with slightly more favourable terms. However, such offer required an "enhanced SISP", with no detail about what such enhancement would entail.

33. As reflected in the Companies' unaudited financial statements for the fiscal year ended December 31, 2025, the book value of the Companies' assets is approximately $11.4 million. The primary asset category is property, plant and equipment of approximately $8.8 million.[47] The Applicants are also of the view that their business, and specifically their ASAC and ESAC technology platforms and associated intellectual property, has significant going-concern value that would be preserved through a successful restructuring.[48]

34. The objections of SPDI and, to the extent relevant, 281, should not be permitted to delay or derail a restructuring process designed to preserve value for the Companies' stakeholders. 281 has offered an interim financing, which appears coupled with undisclosed requirements to amend a SISP which already provides significant protections to ensure a fair process.

35. Each of the factors under section 50.6(5) of the BIA is satisfied, and the Proposal Trustee is supportive of the relief sought by the Companies. The aggregate claims of SPDI and 281 represent a fraction of the book value of the Companies' assets. Moreover, SPDI does not hold security over the Companies' intellectual property, which is expected to be a significant source of going-concern value that these Proposal Proceedings and the SISP

[46] First Mueller Affidavit at Ex. Q.
[47] First Report at ⁋19-20.
[48] First Mueller Affidavit at ⁋47.

are designed to realize. The Applicants respectfully submit that the Interim Facility should be approved and the Interim Lender's Charge should be granted.

## F. The Charges Should Rank in the Order of Priority Requested by the Applicants

36. The Applicants request that the priorities of the Charges rank, as between themselves, in the following order of priority:

    (a) first, the Administration Charge;

    (b) second, the D&O Charge; and

    (c) third, the Interim Lender's Charge.

37. This Court may order, pursuant to section 50.6(3), 64.1(2) and 64.2(2) of the BIA, that the Charges rank in priority over the claim of any secured creditor of the Applicants.

38. The Proposal Trustee is supportive of this proposed priority ranking of the Charges.[49]

## G. The SISP Should be Approved

39. In deciding whether to approve a proposed SISP, this Court is to consider the factors which a court will take into account when considering the approval of a proposed sale.[50] For a proposal proceeding under the BIA, these factors are set out in section 65.13(4) of the BIA:

    (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

    (b) whether the trustee approved the process leading to the proposed sale or disposition;

    (c) whether the trustee filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

[49] First Report at ⁋90.

[50] *Field Aviation Company et al*, 2026 ONSC 3498 at ⁋34 **[TAB 15]**; *Danier Leather Inc. (Re)*, 2016 ONSC 1044 at ⁋21-24 **[TAB 16]**.

(d) the extent to which the creditors were consulted;

(e) the effects of the proposed sale or disposition on the creditors and other interested parties; and

(f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.[51]

40. The Applicants submit that this Court should approve the SISP for several reasons, including:

(a) given the Applicants' liquidity position and the maturity of their outstanding indebtedness, a going-concern sale or investment transaction is necessary to preserve the value of the Applicants' business and technology;[52]

(b) the SISP is intended to solicit interest in, and opportunities for, the acquisition of or investment in all of the property of the Companies and/or their business operations;[53]

(c) the Proposal Trustee is solely responsible for administering and carrying out the terms and conditions of the SISP;[54]

(d) the SISP provides for an approximate five-week marketing process to sufficiently expose the opportunity to the market and, in the event there is *bona fide* interest, an additional two-week period will allow qualified parties additional time to conduct diligence;[55] and

(e) the SISP contains protections to the process, including addressing the potential participation of the Interim Lender, the sharing of information with officers, directors, and employees of, and other non-arm's length parties in relation to, the Companies, expressly included to preserve the integrity of the SISP.[56]

[51] BIA, s 65.13(4). **[TAB 1]**
[52] First Mueller Affidavit at ⁋66.
[53] First Report at ⁋46.
[54] First Report at ⁋48.
[55] First Report at ⁋73.
[56] First Report at ⁋70-72.

41. The Applicants also understand that the Proposal Trustee supports the proposed SISP and is of the view that a bankruptcy could result in little to no recoveries for creditors due to the highly specialized nature of the Companies' business.[57]

42. Considering the above, it is in the best interests of the Companies and their stakeholders to carry out the SISP. A transaction that preserves the going concern value of the Companies' business through the Proposal Proceedings will likely achieve a better long-term result for the Companies' stakeholders as compared to a forced liquidation of the Companies' assets.

## V. CONCLUSION

43. For the reasons set out above, the Applicants respectfully request that this Honourable Court grant the relief sought in the Application.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 19th day of August 2026.

**McMillan LLP**



Per: _____
Tevia R.M. Jeffries
Preet Saini
Counsel for the Applicants

[57] First Report at ⁋43 and ⁋72.

**This is Exhibit "H" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

B301-400059

COURT FILE NUMBER

**24-3400057**
**25-3400059**

Clerk's Stamp

BANKRUPTCY AND INSOLVENCY
FILED
by Email
Aug 21, 2026
Calgary
FAILLITE ET INSOLVABILITÉ

MB

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

JUDICIAL CENTRE **CALGARY**

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC.**

APPLICANTS **ADVEN INC. AND ADVEN INDUSTRIES INC.**

DOCUMENT

# ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

McMillan LLP
#1700, 421 7th Avenue S.W.
Calgary, Alberta T2P 4K9

**Attn: Tevia R.M. Jeffries / Preet Saini**
Email: tevia.jeffries@mcmillan.ca / preet.saini@mcmillan.ca
Tel: (403) 531-4716
Fax: (403) 531-4720
File: 327410

**DATE ON WHICH ORDER WAS PRONOUNCED:** August 19, 2026

**LOCATION WHERE ORDER WAS PRONOUNCED:** Edmonton, Alberta

**JUSTICE WHO MADE THIS ORDER:** The Honourable Justice Dunlop

**UPON** the Application of AdvEn Inc. ["**AdvEn**"] and AdvEn Industries Inc. ["**AdvEn Industries**" and together with AdvEn, the "**Applicants**"]; **AND UPON** reviewing the Affidavit of Ingo Mueller, sworn August 8, 2026 [the "**Mueller Affidavit**"]; **AND UPON** reviewing the First Report of Alvarez & Marsal Canada Inc. in its capacity as proposal trustee of the Applicants [in such capacity, the "**Proposal Trustee**"]; **AND UPON** noting that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the Bankruptcy and Insolvency Act, RSC 1985, c. B-3 [the "**BIA**"] on July 20, 2026 [the "**Filing Date**"]; **AND UPON** hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present; **IT IS HEREBY ORDERED THAT:**

**SERVICE**

1. The time for service of the application for this order [the "**Order**"] is hereby deemed good and sufficient and this application is properly returnable today, and no person other than those persons served is entitled to service of the application.

**PROCEDURAL CONSOLIDATION**

2. The bankruptcy estates of the Applicants [each individually an "**Estate**"] shall, subject to further order of the Court, be procedurally consolidated into one estate [the "**Consolidated Estate**"] and shall continue under Estate No. 25-3400059 [with the proceeding in respect thereof being the "**Consolidated Proposal Proceeding**"].

3. Without limiting the generality of the foregoing, the Proposal Trustee is hereby authorized and directed to administer the Consolidated Estate on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as proposal trustee under the BIA as if the Consolidated Estate were a single estate and the Consolidated Proposal Proceeding were a single proceeding under the BIA, including without limitation:

    a. the Proposal Trustee is authorized to issue consolidated reports in respect of the Applicants; and

    b. the Proposal Trustee is authorized to deal with all filings and notices relating to the proposal proceedings of the Applicants, each as required under the BIA, on a consolidated basis.

4. Any pleadings or other documents served or filed in the Consolidated Proposal Proceeding by any party shall be deemed to have been served or filed in each of the proceedings comprising the Consolidated Proposal Proceeding.

5. A copy of this Order shall be filed by the Applicants in the Court file for each of the Estates but any subsequent document required to be filed will only be required to be filed in the Consolidated Estate (Estate No. 25-3400059).

6. The procedural consolidation of the Estates pursuant to this Order shall not:

    a. affect the legal status or corporate structure of the Applicants; or

b. cause any Applicant to be liable for any claim for which it is otherwise not liable or cause any Applicant to have an interest in an asset to which it otherwise would not have.

7. The Estates are not substantively consolidated, and nothing in this Order shall be construed to that effect.

8. The Proposal Trustee may apply to this Court for advice and directions with respect to the implementation of this Order or with respect to any other matter relating to the procedural consolidation of the Consolidated Estate.

**EXTENSION OF TIME TO FILE A PROPOSAL**

9. The time within which the Applicants are required to file a proposal to their creditors under section 50.4(9) of the BIA is hereby extended to October 3, 2026.

**ADMINISTRATION CHARGE**

10. Legal counsel for the Applicants, the Proposal Trustee and legal counsel for the Proposal Trustee, as security for their respective professional fees and disbursements incurred in preparing for and during these Consolidated Proposal Proceedings, and both before and after the granting of this Order, shall be entitled to the benefit of, and are hereby granted, a security and charge [the "**Administration Charge**"] on all of the Applicants' present and after-acquired assets, property and undertakings [the "**Property**"], which charge shall not exceed $500,000. The Administration Charge shall have the priority set out in paragraphs 20 and 21.

**D&O INDEMNIFICATION AND CHARGE**

11. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers after the Filing Date, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director or officer's gross negligence or willful misconduct.

12. Each of the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge [the "**D&O Charge**"] on all of the Property, which shall not exceed an aggregate amount of $100,000 as security for the indemnity provided in this Order. The D&O Charge shall have the priority set out in paragraphs 20 and 21.

**INTERIM FINANCING APPROVAL AND CHARGE**

13. The Applicants are hereby authorized and empowered to obtain and borrow pursuant to a credit facility [the "**Interim Facility**"] provided by 2841034 Alberta Ltd. [the "**Interim Lender**"] pursuant to the interim financing agreement dated August 19, 2026 between the Applicants and the Interim Lender [as may be amended or amended and restated from time to time, the "**Interim Financing Agreement**"] to finance the Applicants' working capital requirements, to pay professional fees and disbursements, and for other general corporate purposes during these Consolidated Proposal Proceedings, provided that borrowings under the Interim Facility shall not exceed US$650,000 unless permitted by further order of this Court, and execution of the Interim Financing Agreement is hereby approved and ratified and no other shareholder, unitholder, member, partner, director or other similar approval shall be required in connection therewith or in performing its obligations thereunder.

14. The Interim Facility shall be on the terms and subject to the conditions set forth in the Interim Financing Agreement.

15. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, charges, hypothecs, security documents, guarantees and other definitive documents [collectively with the Interim Financing Agreement, the "**Definitive Documents**"], as are contemplated by the Interim Financing Agreement or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

16. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge [the "**Interim Lender's Charge**"] on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order. The Interim Lender's Charge shall not secure any obligation existing before the date of this Order. The Interim Lender's Charge shall have the priority set out in paragraphs 20 and 21.

17. The Interim Lender shall be treated as unaffected in any proposal filed by the Applicants under the BIA or any plan of arrangement or compromise filed by the Applicants under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, with respect to any advances under the Definitive Documents.

**PRIORITY OF CHARGES**

18. The filing, registration or perfection of the Administration Charge, the D&O Charge and the Interim Lender's Charge [collectively, the "**Charges**"] shall not be required, and the Charges shall be enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

19. The Charges shall constitute a security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise in favour of any person [collectively, the "**Encumbrances**"].

20. The ranking as between the Charges shall be as follows:

    a. first, the Administration Charge;

    b. second, the D&O Charge; and

    c. third, the Interim Lender's Charge.

21. Except as otherwise provided herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over the Property that rank in priority to, or pari passu with, any of the Charges, unless the Applicants obtain the prior written consent of the beneficiaries of the Charges [the "**Chargees**"] or further order of this Court.

22. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by:

    a. the pendency of these proceedings and the declarations of insolvency made in this Order;

    b. any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;

    c. the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

    d. the provisions of any federal or provincial statutes; or

e. any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement [each, an "**Agreement**"] that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

   i. neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they, or any one of them, is a party;

   ii. none of the Chargees shall have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

   iii. the payments made by the Applicants pursuant to this Order and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

**APPROVAL OF THE SALE AND INVESTMENT SOLICITATION PROCESS**

23. The sale and investment solicitation process attached as Schedule "A" hereto (the "**SISP**") is hereby approved and the Proposal Trustee is hereby authorized and directed to implement the SISP pursuant to the terms thereof. The Proposal Trustee is hereby authorized and directed to perform its obligations and to do all things reasonably necessary or desirable to perform its obligations under the SISP (including any amendments thereto that may be made in accordance with the provisions of the SISP and with this order), subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.

24. For the avoidance of doubt, the Proposal Trustee shall be entitled to supervise the marketing and solicitation of interest in accordance with the terms of the SISP and, subject to the terms of the SISP and this Court's approval, may enter into a transaction with any Person in respect of the Business and/or Property (each term as defined in the SISP) of the Applicants.

25. The Proposal Trustee and its affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Proposal Trustee performing its duties under the SISP, except to the extent such losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Proposal Trustee in performing its duties under the SISP, as determined by this Court in a final order that is not subject to appeal or other review.

26. The Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

**MISCELLANEOUS**

27. 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”**

*See attached.*

# SALE AND INVESTMENT SOLICITATION PROCESS

## Introduction

1. On July 20, 2026, AdvEn Inc. ("**AdvEn**") and AdvEn Industries Inc. ("**AdvEn Industries**" and together with AdvEn, the "**Companies**") commenced proposal proceedings (the "**Proposal Proceedings**") before the Court of King's Bench of Alberta (the "**Court**") by each filing a Notice of Intention to Make a Proposal under Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada). Alvarez & Marsal Canada Inc. was appointed as the Companies' proposal trustee (in such capacity, the "**Proposal Trustee**").

2. On August 19, 2026, the Court granted an Order (the "**SISP Approval Order**"), among other things:

   (a) authorizing the Companies to obtain interim financing (the "**Interim Facility**") from 2841034 Alberta Ltd. (in its capacity as interim lender, the "**Interim Lender**"); and

   (b) authorizing the Proposal Trustee to implement a sale and investment solicitation process in accordance with the terms hereof (the "**SISP**").

3. This SISP is intended to solicit interest in, and opportunities for, the acquisition of, or investment in, all of the property, assets and undertakings (the "**Property**") and/or business operations (the "**Business**") of the Companies (the "**Opportunity**"). This SISP sets out the manner in which, among other things: (a) Bids (as defined below) for executable transactions will be solicited from interested parties; (b) any such Bids received will be addressed; (c) any Successful Bid(s) (as defined below) will be selected; and (d) Court approval of any Successful Bid(s) will be sought. Parties who wish to have their Bids considered must participate in the SISP.

4. The SISP shall be conducted by the Proposal Trustee, with the assistance of the Companies. As described below, the various deadlines herein may be extended or abridged by and at the discretion of the Proposal Trustee, in consultation with the Companies. The Proposal Trustee will consider extending or abridging the various deadlines herein in the event that the Proposal Trustee determines, in its sole discretion, that such an extension will generally benefit the Companies' creditors and other stakeholders.

5. Subject to the Proposal Trustee's sole discretion, the SISP shall consist of two phases. In the first phase ("**Phase I**"), Potential Bidders shall be required to prepare and submit a Phase I Bid by the Phase I Bid Deadline (all undefined terms are as further defined below).

6. If the Proposal Trustee, in consultation with the Companies, identifies multiple Phase I Bidders to be Qualified Bidders, such Qualified Bidders shall be invited to participate in the second phase (**"Phase II"**) wherein they shall have the opportunity to submit Phase II Bids by the Phase II Bid Deadline.

7. If the Proposal Trustee receives only one viable Phase I Bid by the Phase I Bid Deadline, or if the Proposal Trustee, in consultation with the Companies, identifies only one Phase I Bidder to be a Qualified Bidder, the Proposal Trustee shall be authorized, but not required, to deem such Phase I Bid as the Successful Bid, without seeking submissions of Phase II Bids.

**Timeline**

8. The following table sets out the key milestones under the SISP (all capitalized terms used below have the meanings ascribed to them in the SISP):

| Milestone | Deadline |
|---|---|
| Proposal Trustee to create list of Known Potential Bidders and distribute and prepare marketing materials and materials for the Data Room | As soon as practical following the granting of the SISP Approval Order and in any event no later than August 21, 2026 |
| Commencement of SISP | August 21, 2026 |
| Deadline for submission of Phase I Bids | No later than 12:00 p.m. (Calgary Time) on September 25, 2026 |
| Deadline for submission of Phase II Bids | No later than 12:00 p.m. (Calgary Time) on October 9, 2026 |
| Selection of the Successful Bid(s) and Back-Up Bid(s) | No later than 12:00 p.m. (Calgary Time) on October 16, 2026 |
| Deadline for finalizing transaction documents based on Successful Bid(s) (the "**Definitive Agreement Deadline**") | October 21, 2026 |
| Filing of application to approve the Successful Bid(s) | Week of October 26, 2026 |

| Milestone | Deadline |
|---|---|
| Hearing of the Approval Application (as defined below) | Week of November 2, 2026 |
| Outside Date for the Closing of the Successful Bid(s) (the **"Outside Date"**) | November 30, 2026 |

9. Subject to any order of the Court, the dates associated with any of the milestones set out in the SISP may be extended or abridged by the Proposal Trustee, in consultation with the Companies.

**Solicitation of Interest**

10. As soon as reasonably practicable following the granting of the SISP Approval Order, and in any event no later than August 21, 2026, the Proposal Trustee shall, in consultation with the Companies:

    (a) prepare (i) a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest in the Property or the Business; and (ii) through the assistance of the Companies' counsel, a non-disclosure agreement in form and substance satisfactory to the Companies and the Proposal Trustee (an "**NDA**");

    (b) gather and review all required due diligence material to be provided to interested parties and establish a secure electronic data room (the "**Data Room**"), which will be maintained and administered by the Proposal Trustee during the SISP;

    (c) prepare a list of potential bidders, including: (i) parties that have approached the Companies or the Proposal Trustee indicating an interest in the Opportunity; and (ii) local and international strategic and financial parties who the Proposal Trustee, in consultation with the Companies, believes may be interested in purchasing all or part of the Business or Property or investing in the Companies pursuant to the SISP (collectively, the "**Known Potential Bidders**");

    (d) cause a notice of the SISP to be published in the *Calgary Herald, Edmonton Journal*, and/or other industry publications determined to be beneficial or appropriate; and

(e) send the Teaser Letter and NDA to all Known Potential Bidders.

**Potential Bidders and Due Diligence Materials**

11. The Proposal Trustee, in consultation with the Companies, subject to competitive and other business considerations, will afford each party who executes an NDA (each such party a "**Potential Bidder**" and all such parties the "**Potential Bidders**") access to such due diligence material and information relating to the Companies, the Property and the Business as the Proposal Trustee, in consultation with the Companies, deems appropriate. Due diligence may include access to the Data Room, management presentations, and other matters which a Potential Bidder may reasonably request and as to which the Proposal Trustee, in its judgment and in consultation with the Companies, may agree. The Proposal Trustee will designate a representative or representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Proposal Trustee nor the Companies will be obligated to furnish any information relating to the Companies, the Property or Business to any person other than as is expressly provided for in the SISP.

12. The Proposal Trustee, in consultation with the Companies, reserves the right to limit access to any confidential information (including any information in the Data Room) where, in the opinion of the Proposal Trustee, in consultation with the Companies, such access could negatively impact the SISP, the ability to maintain the confidentiality of the Companies' confidential or competitive information, the Business, or the Property. For the avoidance of doubt, selected due diligence information may be withheld from parties that have executed an NDA if the Proposal Trustee, in consultation with the Companies, determines that such information represents proprietary or sensitive competitive information.

13. Without limiting the generality of any term or condition of any NDA between the Companies, on the one hand, and any Potential Bidder or Bidder (as defined below), on the other hand, unless otherwise agreed by the Proposal Trustee in consultation with the Companies or ordered by the Court, no Potential Bidder or Bidder shall be permitted to have any discussions with: (a) any counterparty to any contract with the Companies (or any of them), any secured or unsecured creditor of the Companies, any current or former

director, manager, shareholder, officer, member or employee of the Companies (or any of them), other than in the normal course of business and wholly unrelated to the Companies, the Opportunity, the SISP or the Proposal Proceedings; or (b) any other Potential Bidder or Bidder regarding the SISP, the Opportunity, or any Bids submitted or contemplated to be submitted pursuant to the SISP. Notwithstanding the foregoing, where any such communications are agreed to with the Proposal Trustee's consent, such discussions shall be made in the presence of the Proposal Trustee.

14. Potential Bidders and Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Companies, Property and Business in connection with their participation in the SISP and any transaction they enter into with the Companies (or either of them).

**Phase I of the SISP**

**Submission of Bids**

15. Potential Bidders that wish to make an offer to purchase, or make an investment in, the Companies, Property or Business, or any part thereof (each, a "**Bid**" and collectively, the "**Bids**", and such Potential Bidders being each, a "**Bidder**" and collectively, the "**Bidders**") shall submit a non-binding offer either individually or in combination with other offers (each, a "**Phase I Bid**" and collectively, the "**Phase I Bids**") that complies with all of the requirements set forth at paragraphs 16 and 17 of this SISP to the Proposal Trustee at the address specified in Schedule "A" hereto (including by email), which Phase I Bid shall be delivered by such Bidder (a "**Phase I Bidder**") by no later than 12:00 p.m. (Calgary Time) on September 25, 2026 (the "**Phase I Bid Deadline**").

16. The Phase I Bid must be a non-binding bid to:

    (a) acquire all, substantially all or a portion of the Property or the shares of the Companies (a "**Sale Proposal**"); and/or

    (b) make an investment in, restructure, reorganize or refinance the Business or the Companies (an "**Investment Proposal**").

17. The Phase I Bid must include each of the following:

(a) Sale Proposal: in the case of a Sale Proposal, the material terms and conditions of the proposed transaction, including, without limiting any other provisions in the SISP:

(i) the purchase price in Canadian dollars and a description of any non-cash consideration, including any future royalty payments or other deferred payment, details of any liabilities to be assumed by the Phase I Bidder and key assumptions supporting the valuation;

(A) if the purchase price involves a royalty, earn-out or other deferred payment, the Phase I Bid shall include a specific indication of the Phase I Bidder's proposal and/or commitments for and relating to obtaining necessary regulatory approvals and the Phase I Bidder's commercialization strategy, manufacturing capabilities, proposed sale milestones and minimum sale amounts, budget and/or commitment for capital expenditures, direct marketing and sales initiatives and support and proposed product positioning within the Phase I Bidder's current product portfolio;

(ii) a description of the Property or Business that is expected to be subject to the transaction and any of the Property expected to be excluded;

(iii) a specific indication of the financial capability of the Phase I Bidder and the expected structure and financing of the transaction;

(iv) a description of those liabilities and obligations (including operating liabilities) which the Phase I Bidder intends to assume and which such liabilities and obligations it does not intend to assume;

(v) a deposit in the amount of not less than ten percent (10%) of the cash consideration offered under the Phase I Bid, to be held and applied or refunded, as applicable, in accordance with paragraph 36 hereof; and

(vi) a description of the purchase price allocation among the assets included in the Phase I Bid;

(b) Investment Proposal: in the case of an Investment Proposal, the material terms

and conditions of the proposed transaction, including, without limiting any other provisions in this SISP:

(i) a description of how the Phase I Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;

(ii) the aggregate amount of the equity and/or debt investment to be made in the Business or the Companies in Canadian dollars;

(iii) the underlying assumptions regarding the *pro forma* capital structure;

(iv) anticipated tranches of debt, debt service fees, interest and amortization to be made in the Companies, and the debt, equity, or other securities, if any, proposed to be allocated to creditors of the Companies;

(v) a specific indication of the sources of capital for the Phase I Bidder and the structure and financing of the transaction;

(vi) a description of those liabilities and obligations (including operating liabilities) which the Phase I Bidder intends to assume and which liabilities and obligations it does not intend to assume; and

(vii) a deposit in the amount of not less than ten percent (10%) of the total new investment contemplated in the Phase I Bid, to be held and applied or refunded, as applicable, in accordance with paragraph 36 hereof;

(c) Court Approval: the key terms and provisions to be included in any approval order of the Court, including whether such order will be a “reverse vesting order”;

(d) Proof of Financial Ability to Perform: written evidence upon which the Companies and the Proposal Trustee may reasonably conclude that the Phase I Bidder has obtained, or shall obtain on or before the Phase II Bid Deadline, the necessary sources of financing that it shall require to close the contemplated transaction on or before the Outside Date, including, without limitation:

(i) the sources of such financing and contact names and phone numbers required to verify same; and

(ii) any such other form of financial disclosure or credit-quality support information or enhancement requested by and reasonably acceptable to the Companies and the Proposal Trustee demonstrating that the Phase I Bidder has, or will have, the ability to close the contemplated transaction;

(e) Outstanding Due Diligence: a description of any additional due diligence required to be conducted in order to submit a Phase II Bid and the impact any additional due diligence may have on the final purchase price or imputed value;

(f) Identification: full written disclosure of the identity of each person (including any person that controls such person) that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from the Phase I Bid, including whether any prior or current member of the Companies' board, management, any employee or consultant to the Companies or any creditor or shareholder of the Companies is involved in any way with the Phase I Bid or assisted with the Phase I Bid, and the complete terms of any such participation as well as evidence of corporate authority to sponsor or participate in the Phase I Bid;

(g) Authorization: written evidence of authorization and approval from the Phase I Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Phase I Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;

(h) No Break or Termination Fee: written evidence that the Phase I Bid does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment, and confirmation that the Phase I Bidder shall be responsible for all of its costs and expenses associated with conducting due diligence and submitting a Phase I Bid;

(i) Cash Payment: a cash payment in an amount reasonably acceptable to the Proposal Trustee to be paid to the Proposal Trustee on closing for any professional fees to be incurred by the Proposal Trustee in connection with the wind-down of the Proposal Proceedings (and any subsequent proceedings);

(j) Outside Date: acknowledgment confirming closing of the transaction set out therein on or before the Outside Date; and

(k) Additional Information: such other information as may be reasonably requested by the Proposal Trustee in consultation with the Companies.

18. Subject to paragraphs 40 and 41 hereof, and notwithstanding paragraphs 15 and 16 above, if the Interim Lender submits a Phase I Bid, the Interim Lender's Phase I Bid must be a binding offer, and the remaining provisions of paragraphs 15 and 16 shall continue to apply to such Phase I Bid. Further, in addition to the requirements set out at paragraph 17 hereof, the Interim Lender's Phase I Bid must include the following:

(a) Conditions to Closing:

(i) acknowledgments confirming that the Phase I Bid is not conditioned upon: (A) the outcome of any unperformed due diligence by the Interim Lender; or (B) obtaining financing, but may be conditioned upon the Companies receiving the required approvals or amendments relating to the licences required to operate the Business, and/or transfer of the Property, if necessary; and

(ii) any and all conditions and approvals required to complete the closing of the transaction; and

(b) Irrevocable Bid: a letter stating that the Interim Lender's Phase I Bid is irrevocable until approval of the Successful Bid(s) by the Court, provided that if the Interim Lender is eventually selected as the Successful Bidder or Back-Up Bidder (each as defined below), its offer shall remain irrevocable until the closing of the transaction contemplated by its Phase I Bid or the resulting Phase II Bid, as applicable.

**Evaluation of Phase I Bids**

19. Following the Phase I Bid Deadline, the Proposal Trustee, in consultation with the Companies, will assess the Phase I Bids received and may designate the most competitive Phase I Bids that comply with the requirements set out herein to be "**Qualified Bids**". Only Phase I Bidders whose Phase I Bids have been designated as Qualified Bids

(each such Phase I Bidder a "**Qualified Bidder**") shall be eligible to become the Successful Bidder(s) or Back-Up Bidder(s).

20. If it is determined by the Proposal Trustee, in consultation with the Companies, that a Phase I Bidder (a) has a *bona fide* interest in consummating a Bid, and (b) has the financial, managerial, operational, technical, and other capabilities to consummate a Bid, then such Phase I Bidder will be deemed a Qualified Bidder and its Phase I Bid will be deemed a Qualified Bid, provided that, the Proposal Trustee may, in its reasonable business judgment, limit the number of Qualified Bidders (and thereby eliminate some Phase I Bidders who have submitted Phase I Bids from this SISP), taking into account the factors identified in paragraph 32 of this SISP.

21. The Proposal Trustee, in consultation with the Companies, may waive strict compliance with any one or more of the requirements set out herein and deem such non-compliant Phase I Bid(s) to be Qualified Bid(s).

22. The Proposal Trustee, in consultation with the Companies, may aggregate separate Phase I Bids from unaffiliated Bidders to create one or more Qualified Bids.

23. The Proposal Trustee, in consultation with the Companies, shall be entitled to discuss and negotiate the Phase I Bid(s) and the form of any Sale Proposal(s) or Investment Proposal(s) prior to the Phase I Bid Deadline for purposes of amending or clarifying the terms and form thereof.

24. The Proposal Trustee shall cause each Phase I Bidder to be notified in writing as to whether its Phase I Bid constituted a Qualified Bid as soon as reasonably practicable following the Phase I Bid Deadline.

25. If the Proposal Trustee, in consultation with the Companies, determines that only one Phase I Bid has been submitted and/or qualified as a Qualified Bid by the Phase I Bid Deadline, the Proposal Trustee shall be authorized, but not required, in its sole discretion, to deem such Phase I Bid (or Qualified Bid, as applicable) the Successful Bid without proceeding to Phase II, and to take such steps as are reasonably necessary to enter into definitive agreements with the applicable Phase I Bidder and close the contemplated transaction(s).

**Phase II of the SISP**

**Due Diligence**

26. The Proposal Trustee, in consultation with the Companies, in their reasonable business judgment and subject to competitive and other business considerations, will afford each Qualified Bidder such access to additional due diligence materials and information relating to the Companies, the Property and the Business as it deems appropriate. Due diligence access may include on-site inspections, and other matters which a Qualified Bidder may reasonably request and as to which the Proposal Trustee may agree. For avoidance of doubt, and without limiting the terms of applicable NDAs, selected due diligence materials may be withheld from certain Qualified Bidders if the Proposal Trustee, in consultation with the Companies, determines such information to represent proprietary or sensitive competitive information.

27. All Qualified Bidders will be provided with a form of draft asset purchase agreement (the "**Draft APA**") and a form of "reverse vesting" transaction term sheet (the "**RVO Term Sheet**") that will serve as the basis for the submission of a Phase II Bid (as defined below).

**Submission of Bids**

28. Qualified Bidders that wish to continue to participate in the SISP shall submit a binding offer either individually or in combination with other offers (each, a "**Phase II Bid**" and collectively, the "**Phase II Bids**") that complies with all of the requirements set forth at paragraph 29 of this SISP to the Proposal Trustee at the address specified in Schedule "A" hereto (including by email), which Phase II Bid shall be delivered by such Qualified Bidder (a "**Phase II Bidder**") by no later than 12:00 p.m. (Calgary Time) on October 9, 2026 (the "**Phase II Bid Deadline**").

29. The Phase II Bid must include each of the following:

    (a) Definitive Agreement:

        (i) in the case of a Sale Proposal, a duly authorized and executed definitive transaction agreement, together with all exhibits and schedules, and such ancillary agreements as may be required by the Qualified Bidder with all exhibits and schedules, together with a redline to the Draft APA or the RVO

Term Sheet, as applicable, for a Sale Proposal provided by the Proposal Trustee; or

(ii) in the case of an Investment Proposal in the form of a plan of arrangement or other investment transaction, copies of the plan of arrangement and/or all documentation that is contemplated to be executed in connection therewith shall be provided;

(b) Court Approval: the key terms and provisions to be included in any approval order of the Court, including whether such order will be a "reverse vesting order";

(c) Proof of Financial Ability to Perform: written evidence, in form and content satisfactory to the Proposal Trustee, of a firm, irrevocable commitment for all financing that the Qualified Bidder shall require to close the contemplated transaction on or before the Outside Date;

(d) Identification: full written disclosure of the identity of each person (including any person that controls such person) that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from the Phase II Bid, including whether any prior or current member of the Companies' board, management, any employee or consultant to the Companies or any creditor or shareholder of the Companies is involved in any way with the Phase II Bid or assisted with the Phase II Bid, and the complete terms of any such participation as well as evidence of corporate authority to sponsor or participate in the Phase II Bid;

(e) Authorization: written evidence of authorization and approval from the Phase II Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Phase II Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;

(f) No Break or Termination Fee: written evidence that the Phase II Bid does not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment, and confirmation that the Qualified

Bidder shall be responsible for all of its costs and expenses associated with conducting due diligence and submitting a Phase II Bid;

(g) Conditions to Closing:

(i) acknowledgments confirming that the Phase II Bid is not conditioned upon: (A) the outcome of any unperformed due diligence by the Qualified Bidder; or (B) obtaining financing, but may be conditioned upon the Companies receiving the required approvals or amendments relating to the licences required to operate the Business, and/or transfer of the Property, if necessary; and

(ii) any and all conditions and approvals required to complete the closing of the transaction; and

(h) Irrevocable Bid: a letter stating that the Phase II Bid is irrevocable until approval of the Successful Bid(s) by the Court, provided that if the Qualified Bidder is eventually selected as the Successful Bidder or Back-Up Bidder, its offer shall remain irrevocable until the closing of the transaction contemplated by its Phase II Bid, as applicable;

(i) Due Diligence: acknowledgements and representations of the Bidder that the Bidder:

(i) has, to its satisfaction, had an opportunity to conduct any and all due diligence regarding the Property, the Business and the Companies prior to making its Phase II Bid;

(ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Phase II Bid; and

(iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, the Property, or the Companies, or the completeness of any information provided in connection therewith, except as may be expressly stated in the definitive transaction

agreement(s) signed by the Companies;

(j) Cash Payment: a cash payment in an amount reasonably acceptable to the Proposal Trustee to be paid to the Proposal Trustee on closing for any professional fees to be incurred by the Proposal Trustee in connection with the wind-down of the Proposal Proceedings (and any subsequent proceedings);

(k) Outside Date: an acknowledgment confirming closing of the transaction set out therein on or before the Outside Date; and

(l) Additional Information: such other information as may be reasonably requested by the Proposal Trustee in consultation with the Companies.

30. Notwithstanding paragraph 29 hereof, if the Interim Lender (a) submits a Phase I Bid which is determined by the Proposal Trustee to be a Qualified Bid, and (b) elects to submit a Phase II Bid, the Interim Lender may be permitted, at the Proposal Trustee's sole discretion, to rely upon some or all of the materials submitted in connection with its Phase I Bid to satisfy the requirements set out in the said paragraph 29.

**Evaluation of Phase II Bids**

31. In reviewing the Phase II Bids and before determining a Successful Bid or Back-Up Bid, the Proposal Trustee shall retain full discretion and authority to discuss the Bids received, and their terms, with the applicable Phase II Bidders.

32. Following the Phase II Bid Deadline, the Proposal Trustee, in consultation with the Companies, will assess the Phase II Bids. Phase II Bids shall be evaluated based upon several factors including, without limitation:

(a) the purchase price, the nature of the consideration provided by such Bids and the net value of the consideration provided by such Bids (it being understood that, all else equal, cash consideration is preferable to non-cash consideration, with the value of any non-cash consideration being determined by the Proposal Trustee in its business judgment, in consultation with the Companies);

(b) the identity, circumstances and ability of the Bidders to successfully complete the transactions contemplated by such Bids;

(c) the proposed transaction documents;

(d) factors affecting the speed, certainty and value of the transactions contemplated by such Bids;

(e) the assets and liabilities included or excluded from the Bids;

(f) any related restructuring costs;

(g) any synergies between the Bidder's business and the Companies' Business; and

(h) the likelihood and timing of consummating such transaction, each as determined by the Proposal Trustee in its business judgment, in consultation with the Companies.

33. The Proposal Trustee, in consultation with the Companies, may ascribe monetary values to non-monetary terms in any Phase II Bid for the purposes of assessing and/or valuing such Phase II Bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed or not assumed.

34. If the Proposal Trustee receives one or more Phase II Bid(s), and the Proposal Trustee is satisfied in its reasonable business judgment, in consultation with the Companies, that it would be appropriate to consummate the transaction(s) contemplated by such Phase II Bid(s), the Proposal Trustee shall designate such Phase II Bid(s) as the successful bid(s) (the "**Successful Bid(s)**", and the Phase II Bidder(s) making such Bid(s), the "**Successful Bidder(s)**"), with or without negotiation of the Phase II Bid(s). The Proposal Trustee may further designate one or more Phase II Bid(s) as secondary successful bid(s) that may become the Successful Bid(s) only in the event that the Successful Bid(s) are not approved by the Court or do not otherwise close (the "**Back-Up Bid(s)"**, and the Phase II Bidder(s) making such Bid(s) as the back-up bids (the "**Back-Up Bidder(s)**"). Any Back-Up Bid(s) shall be designated as such by the Proposal Trustee using its reasonable business judgment and in consultation with the Companies and shall otherwise meet all requirements of a Successful Bid.

35. For greater certainty, where the Proposal Trustee deems a Phase I Bid to be the Successful Bid pursuant to paragraph 25, the Phase I Bidder making such Bid shall be the "Successful Bidder" for all purposes of this SISP.

**Deposits**

36. All deposits made by Bidder(s) pursuant to this SISP shall be held by the Proposal Trustee in a single non-interest-bearing trust account designated solely for such purpose and such deposit(s) shall be dealt with in accordance with the definitive documents for the transactions contemplated by the Successful Bid(s). Deposits that are paid to the Proposal Trustee in respect of Bids that do not ultimately become Successful Bid(s) shall be returned to the Bidder within ten (10) business days after the rejection or deemed rejection of the applicable Bid.

**Approval Application Hearing**

37. The Successful Bidder(s) shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid(s) was or were made by October 21, 2026, unless extended by the Proposal Trustee, in consultation with the Companies.

38. At the hearing of the application to approve any transaction(s) with the Successful Bidder(s) (the "**Approval Application**"), the Proposal Trustee or the Companies shall seek, among other things, approval from the Court to consummate the Successful Bid(s) and any Back-Up Bids. All Qualified Bids other than the Successful Bid(s) and Back-Up Bids, if any, shall be deemed to be rejected on and as of the date of approval of the Successful Bid(s) and Back-Up Bids by the Court.

**"As Is, Where Is"**

39. Except to the extent otherwise set forth in a definitive sale or investment agreement with the Successful Bidder, any transaction will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Proposal Trustee, the Companies, or any of their respective agents, advisors or estates, and, in the event of a sale, Potential Bidders may specify in their Bids that all of the right, title and interest of the Companies in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, financial and monetary claims, charges, options and interests therein and thereon pursuant to Court order(s), to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court order(s).

**Participation of Secured Creditors**

40. The Interim Lender shall notify the Proposal Trustee in writing within the ten (10) business days that follow the granting of the SISP Approval Order if it intends to submit a Bid in the SISP (a "**Participation Notice**"). If:

    (a) the Interim Lender delivers a Participation Notice to the Proposal Trustee, the Interim Lender and its counsel shall not receive any information related to any Bid or any information regarding any party participating in the SISP, and the Interim Lender shall not be entitled to any consultation rights pursuant to the SISP. Any Bid submitted by the Interim Lender shall be deemed to constitute a Qualified Bid notwithstanding the requirements set forth in this SISP; and

    (b) the Interim Lender does not deliver a Participation Notice to the Proposal Trustee, the Proposal Trustee may provide information with respect to the SISP to the Interim Lender and its counsel on a confidential basis, including (a) copies of any expression of interest and any Bid received, including any Qualified Bid; and (b) such other information and updates with respect to the SISP as reasonably requested by the Interim Lender; provided that the Interim Lender reserves the right to submit a Bid (including a credit bid) if the SISP is terminated.

41. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, following the Bid Deadline: (a) the Interim Lender may support any Bid(s) by agreeing to convert its debt to equity or otherwise be treated as an unaffected creditor in the transaction proposed in such Bid; and (b) the Interim Lender's decision to provide any such support shall not affect any of its rights hereunder.

42. Any secured creditor of the Companies shall have the right to bid its secured debt against the Property secured thereby, including principal, interest and any other secured obligations owing to such secured creditor by the Companies; provided that, any such secured creditor shall be required to pay in full in cash on the closing of any transaction any obligations in priority to its secured debt (unless the holder of such priority obligation agrees to accept a lower payment than the total amount of obligations owed to them) and the reasonable fees and expenses of the Proposal Trustee that are necessary to conclude the Proposal Proceedings.

**Insider Participation**

43. The Proposal Trustee shall not furnish any information to any officer, director, or employee of, or other non-arms' length party in relation to, the Companies (each such person, an "**Insider**") where the Insider's receipt of such information might create an unfair advantage or jeopardize the integrity of the SISP, unless such Insider irrevocably confirms in writing to the Proposal Trustee that he, she or it shall not submit or participate directly or indirectly in the submission of a Bid (an "**Insider Notice**"). Any Insider who delivers an Insider Notice to the Proposal Trustee shall not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, or Successful Bidder in the SISP and shall thereafter be entitled to receive such updates and information regarding the status of the SISP as the Proposal Trustee deems appropriate.

44. To the extent any officer, director or other employee of the Companies (each such person, a "**Participating Employee**") is or is related to a Potential Bidder, the Proposal Trustee and the Companies shall not provide such Participating Employee with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such Participating Employee and Potential Bidder irrevocably confirm in writing to the Proposal Trustee that they shall not submit or participate directly or indirectly in the submission of a Bid.

45. Except as set forth in paragraph 44, nothing in this SISP shall prohibit a Participating Employee from participating as a Bidder in the SISP. To the extent that any Participating Employee intends to participate as a Bidder in the SISP, it shall notify the Proposal Trustee within the ten (10) business days that follow the granting of the SISP Approval Order. Notwithstanding anything to the contrary in this SISP, to the extent that any Participating Employee provides notice to the Proposal Trustee of its intention to participate as a Bidder in the SISP, the Participating Employee shall, from the time of such notice, be subject to such restrictions as the Proposal Trustee, acting reasonably, determines to be necessary to ensure that such Participating Employee's participation as a Bidder in the SISP does not, or would not be reasonably likely to, create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP.

**Confidentiality and Access to Information**

46. Notwithstanding paragraphs 43 to 45 and paragraph 48, an Insider may, with the prior

written consent of the Proposal Trustee, engage in discussions with one or more secured creditors of the Companies and/or other stakeholders for the purpose of organizing, canvassing support for, or coordinating the submission of, a credit bid or other Bid (a "**Secured Creditor Engagement**"), provided that:

(a) such Insider shall, prior to commencing any Secured Creditor Engagement, provide the Proposal Trustee with written notice identifying the secured creditors and/or other stakeholders intended to be engaged and describing the general scope and purpose of the proposed Secured Creditor Engagement;

(b) the Proposal Trustee, in consultation with the Companies, may impose such conditions, restrictions, or informational safeguards on the Secured Creditor Engagement as it considers necessary, in its reasonable business judgment, to preserve the integrity of the SISP and avoid an unfair advantage to any Bidder or Potential Bidder;

(c) all secured creditors and other stakeholders who are subject to a Secured Creditor Engagement must, prior to the commencement of such Secured Creditor Engagement, execute a non-disclosure agreement in form and substance satisfactory to the Proposal Trustee;

(d) any Bid resulting, in whole or in part, from a Secured Creditor Engagement shall include full written disclosure of the Insider's involvement and the identity of all parties engaged in connection therewith, in accordance with the Identification requirements set out in paragraph 17(f) or 29(d), as applicable.

47. Unless expressly provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders, or the details of any Bids submitted or the details of any confidential discussions or correspondence between the Companies, the Proposal Trustee, the Interim Lender and such other Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidder(s) in connection with the SISP, except to the extent that the Proposal Trustee, in consultation with the Companies, and with the consent of the applicable Bidders, are seeking to combine separate Bids to form one or more Qualified Bids.

48. All discussions regarding Bids should be directed through the Proposal Trustee. Under no circumstances shall any Insider be contacted by any Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders without the prior consent of the Proposal Trustee. Any such unauthorized contact or communication may result in exclusion of the Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder, as applicable, from the SISP. If any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder is contacted by a current or former officer, director or other employee of the Companies without the prior consent of the Proposal Trustee, then such Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder shall advise the Proposal Trustee of such contact forthwith. The failure to advise the Proposal Trustee of such contact shall entitle the Proposal Trustee to exclude the Bidder, Qualified Bidder, Back-Up Bidder or Successful Bidder, as applicable, from the SISP.

**Termination**

49. If:

(a) there are no Qualified Bids submitted by the Phase I Bid Deadline, or no Phase I Bids are deemed commercially reasonable;

(b) the Proposal Trustee proceeds with Phase II of the SISP, and there are no Phase II Bids by the Phase II Bid Deadline, or the Proposal Trustee determines no Phase II Bids should be accepted; or

(c) there is no Successful Bid;

(d) final transaction documents are not executed by the Definitive Agreement Deadline;

(e) a transaction contemplated by final transaction documents does not close by the Outside Date; or

(f) the Proposal Trustee, in consultation with the Companies, determines that it is not in the best interests of the Companies and their stakeholders to continue this SISP,

then this SISP shall, subject to any amendments, extensions or waivers granted in connection with this SISP, terminate.

**General**

50. The Proposal Trustee shall oversee and conduct the SISP in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SISP in the manner set out in this SISP, the SISP Approval Order, and any other orders of the Court, and is entitled to receive all information in relation to the SISP. In the event that there is disagreement or dispute as to the interpretation or application of the SISP, the Court will have the exclusive jurisdiction to hear and resolve such disagreement or dispute.

51. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Companies, or the Proposal Trustee and any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder or any other party, other than as specifically set forth in a definitive transaction agreement that may be entered into with the Companies.

52. Without limiting the generality of the preceding paragraph, the Proposal Trustee or its counsel shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder, the Companies, or any other creditor or other stakeholder of the Companies, for any act or omission related to the process contemplated by this SISP, except to the extent of its wilful misconduct or gross negligence. By submitting a Bid, each Bidder shall be deemed to have agreed that it has no claim against the Proposal Trustee or its counsel for any reason whatsoever.

53. Participants in the SISP are responsible for all costs, expenses and liabilities, including, without limitation, finder's fees, broker's fees or any similar fees, incurred by them in connection with the submission of any Bid, due diligence activities and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

54. The Proposal Trustee, with the approval of the Companies, shall have the right to modify the SISP if, in its reasonable business judgment, such modification would enhance the process or better achieve the objectives of the SISP; provided that the service list maintained in these Proposal Proceedings shall be advised of any substantive modification to the procedures set forth herein.

55. The Proposal Trustee may seek Court approval of one or more amendments to the SISP and may seek the Court's directions in respect of the implementation of the SISP.

**Schedule "A"**

**Address of Proposal Trustee**

**To the Proposal Trustee:**

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Avenue SW
Calgary AB T2P 3H7
Canada

Attention: Orest Konowalchuk
Duncan MacRae

Email: okonowalchuk@alvarezandmarsal.com
dmacrae@alvarezandmarsal.com

Deliveries pursuant to this SISP by email shall be deemed to be received when sent. In all other instances, deliveries made pursuant to this SISP shall be deemed to be received when delivered to the address as identified above.

**This is Exhibit "I" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

Action No.: B301-400059
E-File Name: EVK26ADVEN
Appeal No.: _____

IN THE COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF EDMONTON

IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT,
RSC 1985, c B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF ADVEN INC. and ADVEN INDUSTRIES INC.

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# P R O C E E D I N G S

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Edmonton, Alberta
August 19, 2026

Transcript Management Services
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Proceedings taken in the Court of King's Bench of Alberta, Courthouse, Edmonton, Alberta

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|---|---|
| August 19, 2026 | Afternoon Session |
| The Honourable Justice G.S. Dunlop (remote appearance) | Court of King's Bench of Alberta |
| P. Saini (remote appearance) | For AdvEn Inc. and AdvEn Inturstries Inc. |
| T. Jeffries (remote appearance) | For AdvEn Inc. and AdvEn Inturstries Inc. |
| E. Dushenski (remote appearance) | For AdvEn Inc. and AdvEn Inturstries Inc. |
| R. Gurofsky (remote appearance) | For Alvarez & Marsal Canada Inc. |
| T. Bennett (remote appearance) | For Alvarez & Marsal Canada Inc. |
| M.D. Jacka (remote appearance) (Agent for S.C. Chimuk) | For Secure Property Development & Investment PLC and 2815793 Alberta Ltd. |
| C.R. Burton (remote appearance) | For Secure Property Development & Investment PLC and 2815793 Alberta Ltd. |
| M.M. Rejman (remote appearance) | For 2841034 Alberta Ltd. |
| S. Singh | Court Clerk |

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THE COURT: All right, good afternoon, mister clerk, it is Justice Dunlop speaking. Can you hear me?

THE COURT CLERK: Good afternoon, Justice. Yes, I can hear you.

THE COURT: Okay. So, we are here on the AdvEn Industries matter. I have an application filed by Mr. Saini on behalf of AdvEn Inc. and AdvEn Industries. Mr. Saini, I would like you to start by introducing the people who are present, and advising how they fit in, if you know.

MR. SAINI: Of course. Thank you, Justice Dunlop, and good afternoon. Just for the record it's Saini, first initial 'P', and my colleague Ms. Jeffries is joining here with me as well with the law firm McMillan. We're here on behalf of the applicants, and the other in attendance here we have my friend Ms. Gurofsky and Ms. Bennett from the Fasken law firm. We have Mr. Rejman from the Warren Kachur law firm; that's counsel for the proposed DIP lender. We have Ms. Burton and -- apologize, Mr. Jacka here for -- they're counsel for SPDI's Care Property Development & Investment PLC, and 2815793 Alberta Ltd.; I'll just refer to that company as 281 going forward.

I understand that they may wish to make a request for an adjournment which is being

opposed, but I'll -- maybe I'll just introduce the remaining parties, and then we can -- we can get there. The others -- apologize, there are others that have joined that I did not catch yet. It looks like there's somebody named Mr. Latem (phonetic) from HUB International Insurance Brokers, Mr. Baize (phonetic), a principal for 281, a creditor Ms. Stamper (phonetic), Victoria Stamper (phonetic), Amanda Coleman from Witten LLP counsel to DTS Advance Logistics; another creditor. We have Mr. Ryan Laity from the Borden Ladner Gervais BLG firm, counsel to another creditor, 1367054 Alberta Ltd., and Mr. Won (phonetic); and I believe that's everybody.

THE COURT: Okay. And what about service of your application, what can you say about that, Mr. Saini?

MR. SAINI: So, we -- we've provided the Court with an Affidavit of Service of Ms. Lily Ingram that was sworn today, Sir.

THE COURT: I have not seen it. When did you send it?

MR. SAINI: We -- so, it looks like we sent it at 2:41 PM, so that's probably why you don’t have it, Sir.

THE COURT: Okay, can you describe what was done to serve?

MR. SAINI: Yes. So, service was effected to parties on the -- that had email addresses on the service list last Monday on August 10th. And then on August 11th and 12th, Tuesday and Wednesday, physical copies were sent out by courier or registered mail. As of today's date, all secured creditors were served. Some of the mail to unsecured creditors, and different various (INDISCERNIBLE) was sent out but we did not receive confirmation of delivery on some of them, but all of that was sent at least early last week so between Monday and Wednesday. If you'd like further specifics my -- my colleague Ms. Dushenski's on the line, can speak to that, but subject to any other questions those are our submissions on service.

THE COURT: Does anybody present have any submissions that service was not effected? Okay, understanding that the affidavit has been submitted for filing, I find service is in order. Mr. Saini, I -- up until about noon today, I had no briefs, but you sent in a brief around noon which I can tell you I have skimmed, I have not tried to read the authorities, that is just impossible in the time available. I also got an affidavit of Mr. Demers (phonetic) which similarly -- it is brief, but I have skimmed it. And so, that is where I am at. I have got more time to read the first report of Alvarez & Marsal, and of course the application and affidavit of Mr. Mueller.

So, I heard you refer to an adjournment application so I would hear that first, understand that, Mr. Saini, your client is opposed to it. So, I have sort of lost track, I think it is somebody from Blue Rock might be applying for an adjournment so this is the time to -- I would hear that.

MR. JACKA: Okay, thank you, Justice Dunlop; can you hear me okay?

THE COURT: Yes.

**Submissions by Mr. Jacka (Adjournment Application)**

MR. JACKA: Perfect, so my name's Mark Jacka for the record, and from Blue Rock Law. We act for the respondents 2815793 Alberta Limited which I'm going to call 281, and Secure Property Development & Investment PLC which I'll call SPDI. I'm here on behalf of Mr. Scott Chimuk today who can't be here because he's currently on a plane; he lands in about 2 and a 1/2 hours and unfortunately, you're stuck with me. He was able to conduct the cross-examination of Mr. Mueller on his affidavit yesterday, and has otherwise been handling the litigation, but given the circumstances, you're stuck with me.

We request an adjournment with an interim stay to preserve the status quo. There has been a considerable amount of information that's come out in the last couple hours, we have not had the opportunity to properly address it, but with your permission just a bit of background. One of the biggest things we're concerned about is that 281 and SPDI are both secured creditors who will be prejudicially affected by the proposed interim financing which will have the effect of priming their priority. So, ultimately the basis of our request is that we'd simply like about a 7-to-10-day adjournment to properly ensure that we've considered the proposals. We have some serious concerns with the proposal put forward by my friend as regards to, you know, good faith.

We'd been in negotiations with AdvEn for months, and months, and months last week, the phones went dead and then we found out the parties had negotiated this other deal with this newly created entity 284. Now the interim financing's being proposed by two former directors of 281 who incorporated and informed their own legal entity at the behest of the affiant at a time when they were still fiduciaries of 281. Like I say, as you can imagine, we have serious concerns regarding compliance with the good faith provisions of the *BIA*.

We also appear to be operating under this false creation of urgency the -- you know, our clients advised the proposal trustee through counsel that 281's in a position to provide a superior interim financing arrangement; we did that on Monday. We put forward that the

materials contained in that by way of letter, and it's before the Court by the affidavit of Amanda Irwin (phonetic).

THE COURT: Which I have not -- woah, woah, I have not got Amanda Irwin's affidavit. When was it filed?

MR. JACKA: August the 17th. I can double check on that, Sir. But like I said, I'll just speak to if -- unless you want to wait?

THE COURT: Well, just let me see what -- I mean, I thought I pulled up everything here. No, no, wait a minute, what is this? No. Did -- was it sent to the commercial coordinator?

MR. JACKA: That's my understanding, but let me --

THE COURT: Okay.

MR. JACKA: -- check with my assistant or with Ms. Irwin.

MR. SAINI: Justice Dunlop, I'll let my friend finish his submissions. I think it's just -- the terms of these competing interim financing agreements are -- are very similar aside from I think the interest rate and the -- the date that they're repayable. So --

THE COURT: Okay.

MR. SAINI: Yeah, if you have --

THE COURT: Yes.

MR. SAINI: -- one of them available, yes.

THE COURT: Okay.

MR. SAINI: So, sorry, maybe I'll let my friend finish his submissions.

THE COURT: Please, yes.

MR. JACKA: Yeah, thank you. So, well if you don’t, because you don’t have the materials in front of you, I apologize for that, Sir. I've asked that we

rectify that as quickly as possible. Ultimately, Mr. Saini is -- is -- is -- his description is not inaccurate, but we would -- 281 is offering it approximately $150,000 more in interim financing, or about a 15 percent difference which is insignificant at a more attractive interest rate, about 1/2 a percentage interest rate, and with a longer maturity, and we did submit that -- or an executed version of our interim -- Interim Financing Agreement to the proposal trustee.

So, we think our proposed interim financing is better for the estate, but ultimately, we aren't confident that all the parties had the opportunity to properly evaluate the various proposals. I understand there may in fact be a third interim proposal forthcoming, but we haven't seen any materials from that.

Like I say, there'd been a significant number of filings by my friend, none of which alleviate our genuine concerns with respect to the interim financing which, if approved, would have the prejudicial effect of priming our first priority with respect to the intellectual property as well as our priority with respect to the company property. So, we did have the opportunity to cross-examine Mr. Mueller yesterday, we have a number of concerns that came up with respect to his involvement in the negotiations. You know, having the effect of concealing, either intentionally or by omission, some of the fact of his involvement with 284 from some of the other individuals involved in 281. We, you know, think that that questions the good faith actions.

And so, ultimately what we'd like is to take a little more time to put forward a response and digest some of the materials. You know, I note that we've got the transcript from the cross-examination of Mr. Mueller back this morning, and we got the undertaking responses a couple hours ago. My friend objects to a number of those that we think are relevant, and we would like the opportunity to argue that. Like I say, ultimately this comes down to a manufactured sense of urgency to try to ram through an 11th hour proposal, and it's not clear why this needs to go through today, you know, particularly considering a prejudicial effect. So, that's ultimately what we would say with respect to an adjournment.

THE COURT: So, as I understand the chronology, the Notice of Intention was filed on July 20th, and it was mailed to creditors on July 24th. That would trigger the deadline of today for an extension application. When was your client advised, Mr. Jacka, that the application would be heard today?

MR. JACKA: So, with respect to the comeback from the 20th?

THE COURT: Yes.

MR. JACKA: So, we knew about coming back this day. We

were under the impression that we were trying to come back on July the 14th. We had attempted to engage with AdvEn on multiple occasions, and for months, and months, and months, and then like I say, last week the phones went dead, and we were served with notice of this application for the interim proposal today.

THE COURT: You said the July 14th, did you mean August 14th?

MR. JACKA: I did mean August 14th, I apologize.

THE COURT: Okay, and what happened to that date?

MR. JACKA: I'm --

THE COURT: (INDISCERNIBLE) --

MR. JACKA: So, I understand that AdvEn requested more time, my friends requested some more time in order to put forward some materials. Again, I -- I'm -- I'm not -- I wasn't party to those discussions, I'm here because Mr. Chimuk couldn't be, and so there -- there have likely been a couple things that I honestly cannot speak to. So, I'm -- I'm relaying some of the background here, my understanding of it.

THE COURT: Okay.

MR. JACKA: Yeah.

THE COURT: All right, anyone else wish to speak in favour of an adjournment? All right, then I will go to Mr. Saini who is opposed.

**Submissions by Mr. Saini (Adjournment Application)**

MR. SAINI: Thank you, Justice Dunlop. So, what I'll do is I'll first speak to the chronology just because that was the last point that we just discussed in terms of when Blue Rock received our application materials and what happened after that, and then I'll just speak to some of the other points that Mr. Jacka made.

With respect to service, and I'm not completely aware if Blue Rock knew of the August 19th date. Even prior to service, I believe they may have. But we served them at least by email with our application materials on Monday last week, so it's been a week and a half since they had our materials. On Thursday morning we received a request for cross-examination on Mr. Mueller's affidavit. I understood from the commercial coordinator

Poppy Dusson (phonetic) on an email string that from that I -- from that I -- I notice that an extension had been given to my -- to Blue Rock to file materials on this past Monday at 4 PM.

So, when we received that request for cross-examination, and we took note of the extension to Monday at 4 PM, we immediately offered Mr. Mueller on Friday for cross-examination. Blue Rock said that nobody was available to cross-examine him on that date. We then said look, Mr. Mueller had a medical appointment on Monday, he -- he wasn't available but we -- he -- he then rescheduled that appointment to make himself available on Monday. My friends did not proceed on Monday, they chose to examine him on Tuesday morning, and they said that they would file responding materials by 4 PM on Tuesday, yesterday. That was said both to McMillan and also in a letter to the Court sent on Friday directed to -- to you, Sir.

So, we -- we reached out yesterday after the cross-examination, and we understood from Blue Rock that no materials would be filed. So, in our view just procedure alone they've had a week and a half to respond, and they have not filed anything aside from a secretarial affidavit that contains a term sheet for interim financing. I should note at -- at this stage that there was a competing Interim Financing Agreement submitted by the proposed interim lender 284 Alberta Ltd.; that was sent to the Court just this afternoon. And again, it's the same sort of form of agreement but it contains different commercial terms that has a 6.5 percent interest rate, and a repayment deadline of December 31st of this year. So, there is a -- you -- you likely don't have that affidavit yet, but that -- that's from their proposed interim lender.

So, that's how we -- we got here today, and there's these two competing offers. We understand that both Mr. Rejman's clients, the proposed interim lender, and Blue Rock's clients intend to make up a bed in these proceedings for -- for the company's assets as a going concern. The urgency here, obviously as you noted, is that the stay expires today, and there are liquidity constraints, and the proposal trustee might be able to speak to this as well, but there -- that the cash is going to run out looks like next week based on the current cash flow. So, you know, at that -- and at which point a bankruptcy would result.

So, you know, if -- if the adjournment is to -- for my friends at Blue Rock to review the competing interim financing and file responding materials, we would say first of all that the -- the difference between the -- the two competing interim financing offers yields, we calculated this, 7.5 percent versus 6.5 percent over the proposed stay period results in an $1100 interest difference. So, to us our fees to come back after having given Blue Rock additional time, which we already think they had enough time, to come back and try to argue which DIP facility should be preferred is -- is -- is not even worth the legal cost on our end, and -- and in addition, obviously, there's -- there's many other parties that would

be required to attend.

Second, the proposal that we did receive from Blue Rock's client on more of an interim financing term sheet is contingent on their getting certain concessions that -- that they have not specified in the sale and investment process. So, we don't know what those are yet, but you know, we think their -- their -- their proposal's not sufficiently clear. Ms. Jeffries is going to make the submissions assuming that the application proceeds today. She can speak to the sale and investment process in more detail, but in our view the -- the current form of sale and investment process is -- has sufficient guardrails in place to ensure that it's conducted fairly, and the proposal trustee has the requisite control and -- and ability to run the process in a fair and transparent manner, and in consultation with the companies.

But Ms. Jeffries can speak to that assuming that the application -- sorry, the adjournment request is refused. And regardless, I'll make one last point, it doesn't really matter if both -- if both Blue Rock's clients and Mr. Rejman's clients are intending to make an offer to purchase the assets at some point in this process, it doesn't really matter who funds the restructuring cost now because at the end of the day presumably if both will make offers they -- either one party will find that the restructuring cost now and then the other party will pay that cost out later, or vice versa as part of their -- their offers.

So, those are my submissions, Sir, unless you have any other questions for me.

THE COURT: Well, where is the evidence that the will run out of cash next week?

MR. SAINI: That's in the cash flow attached to the proposal trustee's report, and I'll just take you there.

THE COURT: Updated cash flow on the Appendix D as in Delta?

MS. GUROFSKY: It is Appendix D, Sir, and it's on page 71 of the PDF if that helps.

THE COURT: Yes. Okay, week 1, week ended. So, we are in week 3. Week 4.

MS. GUROFSKY: Sir, if it helps, I can walk you through it. You're exactly right, and for the record it's Gurofsky, first initial R., counsel to the proposal trustee. If you look on week 4 which is the week ending August 28th, you'll see that the ending period is $897,000, but that is after the infusion of interim financing cash of $910,000. So,

if that 910 interim financing was not -- is not made next week with all of the anticipated outflows the company is expected to go into negative value, and would essentially be out of cash which would result in a material adverse event in the --

THE COURT: Thank you.

MS. GUROFSKY: In the proceedings, thank you.

THE COURT: Okay, I followed that. Okay, any one else speaking against the adjournment request?

**Submissions by Ms. Gurofsky (Adjournment Application)**

MS. GUROFSKY: Sir, if I may? And as counsel to the proposal trustee, I want to say we're not against or in favour of the adjournment request, but there are a few points I want to make to assist the Court.

You've seen the cash flow forecast. I would say it's always desirable to have parties who are in a dispute resolve that dispute to avoid litigation, and that's particularly -- particularly the case in an insolvency proceeding where litigation just evaporates value. But here we have to be mindful of the company's liquidity constraints.

We also want to point out this appears to be a situation where we have two secured creditors who are disputing amongst themselves as to who will be the DIP lender to essentially give themselves an -- I think in their view, an enhanced position in respect of the SISP. We have a clear DIP from one party with the proposed SISP, that was advanced by the company. We have a second proposed DIP by Blue Rock's client; they've said they want an enhanced SISP. We've engaged with them to try and figure out what that would look like to understand the totality of their proposal, and while they haven’t been in a position to provide us with those terms, they have indicated the desire is to have a stalking horse process.

We don’t know what those stalking horse terms are, and so the proposal trustee can't really weigh in as to whose overall proposal is better if you look at the DIP and the SISP together. I will say though that if there is a stalking horse with a credit bed, the proposal trustee is currently reviewing the security of all of the secured lenders. The secured -- the secured debt is owed to multiple parties with complex arrangements, and they're secured over different assets. So, that review will take some time, and -- and it is under way but we're doing our best.

I don’t think the proposal trustee will be in a position to evaluate and support a stalking

horse with -- that involves a credit bid in which the underlying secured debt is bid until that security review is complete, and I don't think that will be done in a week to 10 days. We can hope, but -- but we're working on it. So, that adds another level of consideration.

I would also say that the proposal trustee is not convinced that a stalking horse process makes sense here. Sometimes it does, but here we have multiple parties who have already expressed an interest. So, there is some concern that -- that a stalking horse could chill the -- the market. So, I would point that out as well.

There were two other concerns raised by Blue Rock's client about the SISP to the proposal trustee; we think we've addressed those today. The SISP already contains clauses that address those concerns, one of which was concerns about intellectual property that's proprietary to the company being conveyed to parties who participate in the SISP who may not necessarily be using it for noble purposes, who may use it for other to take advantage of the company.

We've addressed that by paragraph 12 of the proposed SISP which says that the proposal trustee does not need to provide every piece of information to bidders in the SISP, and that practically speaking the proposal trustee does not need to include the proprietary intellectual property in phase 1 of the SISP, and may only provide it to parties who it deems later on to be real purchasers on enhanced NDA terms. So, that issue we believe has been addressed.

The second issue that was expressed was concerns regarding management's participation with potential bidders. That was always sort of contemplated, even when all of the DIP parties were at the table, and so we built provisions into the SISP to address that as well. I'm sure Ms. Jeffries will take you there if -- if we get there, but just for the record it begins at paragraph 43, and provides that if management is participating with bidders in the SISP, they are essentially walled from anything to do with the SISP vis-à-vis the company. So, they don't -- they're not involved in the due diligence process for other bidders. They receive no information in the SISP with respect to other bidders, the number of parties bidding, et cetera.

So, from the proposal trustee's perspective there is an urgency given the liquidity constraints, the company needs to run a SISP in order to be able to advance through these proceedings to a transaction, and -- and the proposal trustee has been heavily consulted in the SISP that is before the Court, and -- and we believe the only SISP before the Court right now that makes sense in -- in the circumstances. Subject to any questions, those are my submissions on the adjournment.

THE COURT: Okay, thank you. Anyone else wish to speak

against the adjournment?

**Submissions by Mr. Rejman (Adjournment Application)**

MR. REJMAN: Yes, Your Honour. It's Mr. Rejman, R-E-J-M-A-N, first initial M., and I'm counsel for 2841034 Alberta Limited, the DIP lender.

THE COURT: Yes.

MR. REJMAN: We -- we are -- you have my client's affidavit. We have a second affidavit that I don't think got before you. It has an updated amended interim financing commercial terms that Mr. -- my friend Mr. Saini spoke about. We object to the adjournment, we echo my friend Ms. Gurofsky's notion that there is a liquidity issue at risk, and my clients are ready to provide the -- the financing. They were previously the -- the directors of 281, and whether one characterizes as a dispute or however they characterize the issues that occurred with 281, there was no terms sheet, there was no agreement in terms that were agreed upon by the directors, there was no consent between 281 and AdvEn, and it appears that AdvEn lost -- lost confidence in -- in that group.

Mr. Mueller reached out to Mr. Korosani (phonetic) and Mr. Demers who are the two directors that -- of 284, and they were previously directors of 281 because he -- it appears he's had the confidence in that. And that confidence has translated into 284, and therefore that is why we object the adjournment, and (INDISCERNIBLE) propose that we move forward with the restructuring. And that's what -- what this whole application is about. The -- any kind of disputes are -- are secondary or outside, they're -- they're a distraction to the process, and it is my humble submission that we just proceed with the application. Thank you.

THE COURT: Okay, anyone else wish to speak against the adjournment? And then back to you for a reply if you wish, Mr. Jacka, on the adjournment.

**Submissions by Mr. Jacka (Adjournment Application) (Reply)**

MR. JACKA: Yeah, thank you, Sir, I'll keep it -- I'll keep it relatively short. So, I'll just note that the benefit of the adjournment would be to allow the competing creditors to continue to try to resolve their dispute. I understand that some of those discussions have taken place in the last week, I think there would still be some benefit to allowing those discussions to come back. As well as and if not then, you know, we're back in -- in a few days anyways to -- to properly argue that, you know, whose interim financing proposal is superior.

I'll note as well that Mr. Saini has characterized the difference between the two proposals as insignificant, but in the context of less than a million dollars, I wouldn't suggest that a $150,000 is insignificant. As I'd indicated, it's about a 15 percent difference for our proposal in terms of its superiority in that front.

With respect to timing, I appreciate Mr. Saini's comments about our ability to cross-examine Mr. Mueller. Like I say, we've been largely out in the cold on some of these financial details with respect to the company. This process was supposed to -- my understanding is the NOI was supposed to be filed some time in May, but it was ultimately filed in July, and, you know, with the comeback for today. And then now suddenly there's emergency to ram it through ostensibly on -- on cash flow proceedings, and I'm an accountant -- I'm a lawyer, not an accountant, and so, you know, I welcome the trustee's conversation on this.

But it appears to me that a lot of the fees that are forthcoming in weeks 4 and 5, or debtor's counsel fees, proposal trustee fees, and other counsel fees, all of which can be deferred for at least a couple days. So, if there's a liquidity concern about next week then my understanding is that some of those fees can be deferred, then perhaps lessening some of the urgency there. And again, we're not talking about a multi-month adjournment here, we're talking about approximately 10 days so that we can get our ducks in a row here. And -- and as I say, avoid getting our secured position primed by a bid that came at the last minute, and we submit was done through some back-end conversations involving Mr. Mueller.

With respect to stalking horse or enhanced SISP, I'll just note that the enhanced SISP conversation formed part of the letter on August the 17th that we sent to the other side. We didn't intend it as a term of art as -- as my friend from Fasken who, I'll acknowledge, we had a conversation with earlier today, and we got some comfort from that conversation in terms of the discussions that we were able to have. And we aren't insistent on any significant provisions or modifying the SISP process, or even insistent on a stalking horse process.

We simply would like the time to properly consider some of the options that we have which we've been largely unable to do due to lack of some of the information, or at least not having the full picture, and we'd like to do that in the coming days and not at the 11th hour through some examination and scanning of materials that have been filed in the last kind of 3 and a 1/2 hours.

So, subject to any questions from you, Sir, those would be our submissions on adjournment.

THE COURT: Okay, thank you for your submissions on the

adjournment. I will make a decision on the adjournment.

**Ruling (Adjournment Application)**

THE COURT: Mr. Jacka's client or clients, SPDI and 281, seek an adjournment, a short adjournment for additional material to be provided. The counsel have briefly reviewed the chronology, the general context of this is Notice of Intention under the *Bankruptcy and Insolvency Act*, and that, the Act itself has some speedy or short time frames involved. There is a Notice of Intention that gives you a 30-day stay, then you go to apply for an extension, then you can keep on applying for extensions for a while. But that, the 30-day ticking clock began running as everyone knew at least when the Notice of Intention was mailed, and maybe when it was filed. So, that is July, end of July, and anybody can do the math and figure out that the initial stay is going to expire today.

So, everybody -- all the creditors including Mr. Jacka's clients should have understood that there would be an application, if not today then yesterday or a couple days ago, but that the deadline is coming. So, that is part of it, that is been a very important part of the contest. Mr. Jacka suggests well, grant a stay -- sorry. Grant an adjournment with a stay as part of the package, and I might be inclined to do that or consider it if there were not this cash flow crisis/wall coming up next week.

And if I were going to consider doing that, I would have to ask myself whether in granting the stay inside the adjournment, I still have to satisfy myself of the test for the extension. But a part of me thinks I do, but even if I can grant a stay without being satisfied the test for extension and that, but that it will be many extension built in. The problem is here there is this cash flow problem. So, I get -- I am sympathetic to counsel being unavailable and witnesses having medical appointments, but that is just the way it is with these kind of applications. Everybody has to either drop what they are doing and focus on this, or find someone else to do it.

It is not reasonable to grant a short adjournment. I have briefly looked at the commercial list, there is a little bit of time in one of the Justice's lists next week at the end of the week. But the company here would be in a financial crunch at that point, and everybody knew this application was coming, as I said, around now, and it was up to them, to the parties, to get their material together for this by now. So, I am dismissing the application for an adjournment.

I am going to hear the application. I will start with Mr. Saini, and then I will hear from anyone who is completely in agreement with the relief Mr. Saini is seeking on behalf of his clients, then I will hear from anyone who is all opposed to it, and then I will give Mr. Saini an opportunity for a brief reply. Mr. Saini mentioned he was going to divide up some

of his clients' submissions between himself and Ms. Jeffries, and that is just fine. So, over to you, Mr. Saini.

MR. SAINI: Sorry, thank you, Justice Dunlop. Yes, Ms. Jeffries will be making I think the bulk or all of our submissions, so I'll pass it over to her.

THE COURT: Okay.

MR. SAINI: Thank you.

THE COURT: Good.

**Submissions by Ms. Jeffries (Interim Proposal Application)**

MS. JEFFRIES: Thank you, Justice, and thank you for indulging me. This is my first appearance in the Court of King's Bench; I usually practice in British Columbia. So, I've looked up all of the practice directives, and I will do my best to acquit myself properly for -- for this form so I appreciate you allowing me to speak today.

I -- a high level just to start off the introduction, this is an application for an order approving an extension of stay of proceedings. We are also seeking procedural consolidation of two -- two NOI proceedings, and as you'll see it's because one business sort of with a HoldCo and an OpCo, approval of an administration charge, director and officer charge, interim financing as we've already been discussing, a charge associated with that, and approval of a sale process.

I am a bit in your hands in terms of how much detail you'd like me to go through in terms of the story of how we got here. I do know you had mentioned you'd reviewed the application, and -- and Mr. Mueller's affidavit, however I'm happy to kind of go through and touch on some of those high points, but I also don’t want to waste the Court's time if -- if that would be repetitive for you.

THE COURT: Yes, you should not focus on the facts except as they inform the legal arguments. I am particularly concerned about the test for granting the extension in 50.4(9) of the Act, and then you -- the other aspects of the relief flow from there, but if you do not get through that date you are not really talking about anything else.

MS. JEFFRIES: Yes. Well, agreed although at the same time I would say the work that the petitioner companies have been doing towards the sale process and securing funding to complete that sales process are precisely why in -- in our submission the stay should be extended to enable that process to flow. So, I'll -- I'll touch

on a few points, and then -- and then can move on from there just to go through a bit more of the -- of the law and the more disputed sections.

So, this is again sort of high level, just a pre-revenue business. They're working on developing IP, that's why you heard in the context of the adjournment application there's been a back and forth on the SISP to ensure that the IP is protected in that process. The anticipated exit strategy that has been -- parties have been quite open about throughout is a sale process that would enable both current lenders, current secured lenders, and third parties who may be interested to bid on the companies as a going concern business.

The companies' CEO Mr. Mueller has been engaged with creditors trying to bring them to the table to essentially, you know, before it necessarily was an insolvency proceeding, but essentially to fund capital expenditures that are required on their facility, and move it through from the phase it is now, which is this sort of pre-revenue what they call commercial demonstration phase to get it to a producing, revenue generating business. And when Mr. Jacka mentioned that his clients had been involved, SPDI is an existing creditor, secured creditor of the company. They have security against one of the entities excluding IP. That's how their involvement started, and there's also other secured creditors, and I'll -- I'll bring into -- this in the record in a moment, that were also being brought to the table.

And -- and their associated with a company called Excelsior which is also a secured creditor, they have security against the companies. And that's part of some of the associations with the existing proposed interim lender and Mr. Rejman's client.

So, it's been known since the start that this is essentially the -- the process, and because everyone has known since the start that the -- certain members of management, Mr. Mueller in particular, would be trying to bring parties together for a bid in the process to kind of have that exit. The companies clearly from the start have said that the first step needs to be we need to fund the process or we're out of cash, and the sales process needs to be run by the proposal trustee with appropriate protections.

And so, I'll -- I'll just go to a couple points in -- in the Mueller affidavit just to put some specificity to -- to that, but when I, you know, make submissions later saying that the -- that petitioners have been operating in good faither, they're trying to achieve this outcome, this has been the -- the expectation from the start, and the intention from the start. A proposal trustee runs this with appropriate protections to ensure the parties can come to this in a -- in a fair way, and -- and I said, there needs to be funding.

So, I will not go through in detail the -- the early parts of Mr. Mueller's affidavit that discuss the specifics of the facility, the specifics of the IP that they have except to say that it does have IP. One thing that I do however want to make sure to point out for the record, at

paragraph 19 of Mr. Mueller's affidavit, and paragraph 20, there's a detailing of certain government grants, and I did want to make sure that the Court was aware. So, these grants, paragraph 20 on page 8 of -- of his affidavit is where the amounts are set out. These grants are subject to funding agreements, these agreements are part of the different government divisions, economic and employment objectives here in Alberta and in Canada.

And so, these grants were funded alongside obligations to commercialize this technology for the benefit of Canadians and Albertans, and to maintain and create skilled jobs in Canada. And I just wanted to point out that in those paragraphs, 21 through 23, we do detail efforts to keep them apprised of the financial situation of the company in this process as well.

THE COURT: So --

MS. JEFFRIES: I know --

THE COURT: -- I guess it is implied that they were served with this application?

MS. JEFFRIES: Yes.

THE COURT: Okay.

MS. JEFFRIES: And they aren't necessarily, you know, secured creditors per se because they're not -- you know, they don't necessarily have like a registered security or anything of that nature, but it is very important for the ongoing going concern nature of the business that these agencies are engaged and are, you know, properly apprised of everything, and -- and that lines of communication remain open. So, I did want to make sure that the Court was aware of -- of their involvement.

After that in the affidavit, the affidavit starts to speak to the financial position, and that starts to identify with, you know, the different parties at play here. So, just at paragraph 25 there are total consolidated assets, and this is kind of a book value of 11 million, and liabilities of almost 30 million Canadian. In 26 it's where the -- the -- Mr. Mueller starts to speak to the financial challenges, but down here at 30 is where we get into the identity of the different secured creditor, and I think that becomes relevant for the different parties here and their positions on this application.

So, at paragraph 30(a) there's a description of SPDI and the notes there. They -- the notes started in mid-year, it's been about a year, mid-year last year in 2025, and this section details, there's a security over AdvEn Industries, so that's the Opco level, excluding

intellectual property, and the approximate outstanding amount is $847,000. At (b), Excelsior Management Limited. So, that is another secured creditor, and as it says here: (as read)

> Excelsior has the security interest over all the present and after part personal property of both applicants.

However, you'll see by the date on the P Note and the date of the registration they are subordinate, it appears just on the date of registration point 2SPDI with respect to industries, but they would be first on -- on these dates with respect to AdvEn Inc, the HoldCo. And there a security also excludes intellectual property, the amount outstanding to them is 858,000 approximately.

You'll see at (c) there is reference to Mr. Jacka's other client 281 Alberta, we're calling them 281. You'll see there is not an amount here detailing the -- the -- the expected amount due to that client. There -- there was a security agreement executed and registered, but part of the -- the challenge here is initially that entity was brought together to have the -- have certain investors associated with both SPDI and Excelsior kind of coming together. And Mr. Jacka mentioned months of negotiation, and ultimately there was not an agreement, there was not a -- you know, a meeting of the minds, and -- and they were unable to come to an agreement.

And as you noted with -- with the timelines, with the deadline to serve application materials for this hearing itself looming, there was a -- an agreement entered into with 284 Alberta or the -- the proposed DIP lender which has been brought up before, comprised investors more associated with Excelsior. So, it's -- it's kind of turned into an Excelsior versus SPDI kind of face off with the company a little bit in the middle, and having to proceed knowing the company's liquidity challenges, and knowing the cash flow, and knowing the filing deadlines, and having to do its best to put the company in a position to implement the SISP to get as good an outcome as possible for its stakeholders.

There are other creditors mentioned here, I won't take the Court through them because I don't think they're, you know, specifically impacted in terms of what we're -- we're looking at and the particular disputes that we have today. But I did want to raise briefly at paragraph 38 of Mr. Mueller's affidavit. As phrased here: (as read)

> The applicants expect to be able to meet their payroll obligations that are coming due and payable over the requested stay period should the interim facility be approved and the interim lender's charge be granted.

So, I did just want to raise it, it's not -- I think Mr. Jacka mentioned that the cash crunch was because of professional fees, and that I do want to mention, you know, there's -- there are -- it is pre-revenue, it's -- it's not, you know, a huge operating facility with loads of employees, but there -- there are other expenses here that we are concerned.

THE COURT: In paragraph 38 when they talk about payroll obligations, too, I assume that does not include the arrears that are referred to in paragraph 37?

MS. JEFFRIES: That's correct.

THE COURT: So, the arrears are -- it says roughly 800, just about $800,000 of accrued -- of wages and arrears, and accrued vacation pay would stay unpaid in the --

MS. JEFFRIES: Exactly.

THE COURT: -- SISP?

MS. JEFFRIES: Yes, that's exactly --

THE COURT: I got it. Okay.

MS. JEFFRIES: So, again jumping ahead as I do want to be mindful of -- of following -- highlighting what needs to be highlighted for the purposes of the tests. The other point I just wanted to make sure was on the record if we fast forward to page -- well, it's actually page 15 but it's paragraph 45, and it's kind of 45, the -- the top of page 15A and into B. As I mentioned, the -- the companies are at a demonstration stage. There's a point here at B, the Nisku Facility, which is really the need for about 8 million USD in additional capital improvements, and leasehold improvements, my apologies, required to address some deficiencies in the design and operation of the plant.

And so, that's -- that's the position the companies need to be in on exit, is they need to be in a position to get that additional 8 million in -- in capital, and put that into the plant to get them to a sustainable production volume, so you reach that level of operation they need to be profitable. There's some description of the effort that had been made previously in the historical ability of the companies to raise capital, and how that's essentially stopped now because of the -- the accumulation of existing indebtedness becoming due of much of the companies' indebtedness raised to develop up to this point. And at 47, the -- Mr. Mueller states that in his belief: (as read)

> The companies and their IP do have significant going concern value that would be preserved through a successful restructuring, and that would be destroyed or substantially diminished in more of a liquidation scenario.

So, those capital improvements, that plant, and the IP kind of don't necessarily go together, or aren't necessarily able to be monetized in the same way if it's not a going concern.

So, from here we did already look at the cash flow, I was going to go to the cash flow because of the concerns over the -- the liquidity crunch. So, I will -- I guess I've addressed that somewhat already, so instead I would like to go to the SISP because I think it a critical part of what I'm going to say is the -- the applicants' good faith in advancing this as quickly as it can is ensuring that it has developed a SISP that reserves a -- an equal playing field for all the parties, and gets to, you know, the most advantageous outcome for stakeholders as possible in this circumstance, and that's a large part of essentially the support for the stay extension application is -- is the work towards a SISP.

So, that is attached to the report at Appendix F. And if you're there, I'll start at paragraph 4. (INDISCERNIBLE) --

THE COURT: I am there.

MS. JEFFRIES: -- want to highlight a few of the -- and so, it starts off essentially that the SISP is conducted by the proposal trustee. And you'll see a bit down that paragraph there's a discussion about the -- the proposal trustee's ability to extend or abridge. You'll see second from the bottom there's a line there that says, In its sole discretion. You'll see a lot of in its sole discretion throughout this SISP, that's a critical piece of making sure that the SISP can be run fairly in the interests of all stakeholders.

Over the page there's some detail about the SISP, including timelines. And of note is at -- at paragraph 7, I do want to note if there is only one viable phase 1 bid there is an ability to truncate the SISP, and move forward with a phase 1 bid or declared a phase 1 bid to be the -- the successful bid if there's only one. Not -- not unusual.

The timeline here, you'll see extends further than the requested stay extension. That is to make sure that there is sufficient time to properly canvass the market, and that parties that may wish to -- to put in a bid are not getting crunched or otherwise harmed by a process that doesn't give them time to come to the table. There is a submission of phase 1 bid by September 25th, so assuming we get the stay extension we have requested by that time, by the hearing date, we will have some clarity on what has come out of phase 1. We may have a successful bid by that date, or we may have several parties potentially including both Mr.

Rejman and Mr. Jacka's clients with bids on the table.

There's then a period of a few more weeks after to conduct phase 2 and negotiate with any qualified bidders. And there is an effort to have a -- or a deadline to have a definitive agreement by the 21st of October, and essentially a hearing in early November to approve the bid. And -- and that's the goal here for -- for all the parties, again keeping in mind the cash needs of the company, and trying to move this forward fairly but with some speed.

The next paragraph, Sir, sort of solicitation of interest and the like. The -- the next section that I want to highlight specifically, at paragraph 11. That's when we start to get into the requirement to execute a nondisclosure agreement, and some of the protections that my friend Ms. Gurofsky spoke to regarding the ability to -- to limit access to confidential information in the SISP if necessary to protect the company's business, and competitive information to the extent such information is proprietary or sensitive competitive information.

And then at 13 there is a -- I guess this is more standard, this section, but you know, essentially if there's going to be conversations between bidders and contract counterparties, secured creditors, there's approvals required by the proposal trustee, and unless there's been some sort of consent the communications have to happen in the presence of the proposal trustee. So again, just trying to make sure that the process is safe, and fair.

The SISP then goes into requirements for a sale proposal, and I wanted to note there is a requirement to identify ability to financially perform the bid. So, sources of financing and the like, and there is a requirement at (h) here that no break or termination fee be part of a bid, and just trying to keep it bare and open for all parties, not chill the market. And then at paragraph 18, this is a -- I guess the -- the one benefit, I would say, of becoming the interim lender. I don’t know of another one, but the one benefit or I guess this is an additional requirement but associated with the benefit which is the interim lender, if they're going to bid in the process in phase 1, they're going to have to be binding.

So, phase 1, you can submit a nonbinding bid if you're not the -- the DIP lender. You can engage in further due diligence and refine the bid. If you're the DIP lender your phase 1 is that has to be binding, you have to make up your mind. And you'll see later that the interim lender is a qualified -- would be deemed a qualified bidder if they did. And so, that I say is sort of the -- the one benefit to being in that -- in that position.

Fast forward again because a lot of this is kind of a bit repetitive in terms of what needs to be in the phase 2 bid, but again just wanting to highlight the protections that we've built in on purpose to make sure that this is a fair process. At paragraph 40 is where we start to look at the participation of secured creditors, including the interim lender. So, at paragraph 40 is

where essentially it is clear that if the interim lender is going to bid they are re-fenced from the process. They do not get consultation rights; they don't get any information regarding any party in the SISP. They are a bidder and they are treated as such.

At 42 -- 41 and 42, I say just basically restates the laws, but -- but at 42 anyway it's clear that any secured creditor of the company has a right to -- to credit bid. It's secured debt so that would apply to all of the parties that we've discussed, and -- and who have made submissions so far today. They would have a right to credit bid their -- their debt.

And then over at 43 we start to talk about insider participation, and this was particularly important that this be included in the SISP again because everyone has known from the start that part of this is going to be management trying to bring -- or I should say Mr. Mueller trying to bring parties together to, you know, get a really good bid in for the parties to -- or for the companies to exit. And so, here at 43: (as read)

> The proposal trustee shall not furnish any information to any officer, director, employee, or other non-arm's length party where such insiders receipt might create an unfair advantage or jeopardize the integrity of the SISP.

And to the extent here at 44, any officer or director is, you know related to a potential bidder, again that -- that employee does not receive any information that might create an unfair advantage or jeopardize the integrity of the SISP. There is a -- an ability at paragraph 46 for an insider with the written consent of the proposal trustee to engage in discussions with secured creditors of the company provided that before those discussions, after approval of this SISP assuming we get there, before continuing or advancing those discussion there is certain information that has to be provided to the proposal trustee so that the proposal trustee knows who the insider is talking to, and the scope and purpose of that engagement.

The proposal trustee may impose conditions or other safeguards on that, that secured creditors must still sign an NDA, and at (d): (as read)

> Any bid resulting in whole or in part from a secured creditor engagement shall include full written disclosure of the insider's involvement and the identity of all parties engaged in connection then.

So, there's a requirement in the SISP if we're coming to you in, you know, a month and a half or so, with a proposed bid, and any insider who's been involved, that that is fully disclosed, any benefit they may receive, anything like that, is fully disclosed in writing. So, that's built in, and that's intentional. And at 47: (as read)

> Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally (INDISCERNIBLE).

Trying to make sure that this is on a really level playing field, and again this is the companies trying to make sure, and we say that's indicative of their good faith in -- in progressing these proceedings. So, there are some other sort of more usual provisions, but the proposal trustee having the ability to terminate the SISP and the like that I won't go through in detail there, in most and many SISPs that I see. So again, you know, when we speak to the test for stay the companies are trying to advance this matter to make sure that the SISP is implemented as fairly as possible.

So, I'll take a moment and turn the -- the interim financing. As you've been told, or as you saw, I suppose, in -- in the materials there was a term sheet or an agreement. It was executed with the proposed interim lender 284 on the weekend prior to the filing deadline of Monday, August 10th. After that date, and I'll say there have been discussions with creditors all along, after that date there was a letter to the proposal trustee with an alternative DIP proposal, and that was on the 17th. And I don’t know if you have ultimately received the affidavit that that was attached to, but I did want to take a moment to point out -- I know my friend said there was -- there was no, you know, specific term of art in terms of what an enhanced SISP would be.

I do want though to -- to bring to the Court's attention that the cover letter sending that proposed interim financing does specifically say that the willingness of 281 Alberta to advance under the alternative facility is conditional on its having input into a revised SISP. And so, in my submission before the Court today there is one DIP, there is not a sort of an alternative DIP from another party, that's not necessarily that situation of competing DIPs because one of the DIPs is contingent on further discussions for a SISP which means the SISP doesn’t get started this week. The other party with the -- with the agreement before the Court does not have that requirement. So, with that facility the SISP can get started this week, and the proposal trustee will have full conduct and authority over that SISP.

Now I know that the revised term sheet that was put forward by the proposed DIP lender is -- I don’t know if it's -- it's made its way to you while I've been talking, but -- but I -- it was filed this afternoon admittedly. The key terms, the number is the same in terms of the -- the funding to be provided; it's $650,000 USD. So, it's the same as what was in the materials that you've already seen. I know my friend says theirs is -- is higher which, you know, may well be so, but the cash flows incorporate the number that you would get with the exchange rate now using the 650, and we get to the end of the stay period, and arguably further than that with the amount provided in the DIP that is up for approval today.

The interest rate in the revised term sheet is 6.5 percent, calculated daily, compounded monthly. And the maturity date is December 31st, that's well after the SISP should be wrapped up even with significant but hopefully any extensions won't be required. So, that is, you know, capable of -- of closing if you will as -- as soon as the charge is granted.

The other terms are the same as what is before you already which is at I think --

THE COURT: It is Appendix E as in elephant.

MS. JEFFRIES: It's Appendix E, exactly.

THE COURT: And so, I think you are telling me that the only difference between this new one and the -- the one I have got in front of me is the interest rate in paragraph 2 and the date to pay in paragraph 3?

MS. JEFFRIES: There is one additional sentence. So, if you look at what you do have before you in Appendix E, in the promise to pay you'll see there is the -- just after the definition of indebtedness there's a new sentence that has been added. It says: (as read)

> The lender shall be obligated to fund the principal sum in such amounts as requested by the borrower in writing and the borrower's sole discretion.

So, it's ensuring there is an obligation to fund. That was -- that was raised by -- by Blue Rock as a -- as a concern about the -- the DIP that was before you. In our view we thought it was there, but in any …

THE COURT: So, what you are seeking me to approve is what I have got in front of me with those three changes?

MS. JEFFRIES: Yes.

THE COURT: Got it.

MS. JEFFRIES: So, with that I'd like to go to our bench brief. I may have to refer to additional facts if I -- if I inadvertently glossed over something that I do intend to rely on, but I think I've covered sort of the -- the main points that I think are critical for the applications and -- and those requirements.

So, I will start on page 3 of the brief at paragraph 5. So, it lays out the requirements, the --

the -- that the company has been acting in good faith and with due diligence, the ability to make a viable proposal if the -- the extension is granted, and if a creditor will be materially prejudiced. And then also, so I'll say it's our submission the applicants have been working diligently and in good faith, and -- and I should've brought you to the report where the trustee opines on that as well. And it at -- at the very least the last paragraph of the body of the report does recommend that this Court grant the relief sought.

But in our submission aside from stating a concern there -- there's no other evidence other than efforts made by the company to implement a -- or to seek approval of a fair, transparent SISP, and seek enough funding to -- to implement that SISP. In our submission given the timing in the SISP, while we may not be here with a transaction to close at our next hearing date, we certainly will be here with what I would call a viable proposal that may require a little bit more time to implement.

And on the point of material prejudice, I'll say the book value of the company is significantly more than the DIP that is being proposed, the potential going concern value of the company is significantly more than the DIP that is being proposed, and the different creditor groups that are a little bit facing off in this -- in this opposition to moving forward with the proposed interim financing in the proposed SISP, given the intention to bid, I think my friend Mr. Saini spoke to this earlier, you know, whether parties fund a DIP now or paid in the credit in the -- in the SISP later, it's not that different in terms of their overall economic, you know, cost of acquiring the asset.

So, I would say even without that given the book value of the company no creditor is materially prejudiced by the relief being sought generally, but also certainly not by the stay extension given the (INDISCERNIBLE) a going concern action. But in any event, certainly --

THE COURT: Yes, just a second, though. I mean, they are -- the stay extension does not --

MS. JEFFRIES: Yeah.

THE COURT: It does not impact --

MS. JEFFRIES: Yeah.

THE COURT: -- a secured creditor, but the prime charges might. But I hear what you are saying about the book value, but that is -- expands in the face of the proposal trustee's report that they are, you know, on page 19 of the report: (as read)

A bankruptcy could result of little or no recoveries to creditors due to the unspecialized nature of the --

Basically, if you tried to liquidate this stuff you would not get very much for it. In which case --

MS. JEFFRIES: Yeah, and I -- and I -- to be clear, it's the going concern outcome is what I would say protects and benefits creditors, and -- and gets us to a situation where no creditor is -- is materially prejudiced. I -- I will say that based on that -- that exact paragraph of the report I'm not sure there's that much of a difference between whether there's a DIP charge or not just based on essentially, you know, the value of the company being in IP that doesn't have, you know, a facility appended to it that can be commercially viable, and whatever the value that you can get for the scrap metal at the least with improvements. I think they're kind of in the same position on the liquidation with or without the charges and everything else as well which is not a good position.

So, the only -- the only good outcome for parties is there's a going concern now out of all of this. Now, I'm mindful of the time. I do have more in -- in the bench brief, really just bringing the Court to some of the law.

THE COURT: Yes.

MS. JEFFRIES: Under some of these different --

THE COURT: So, you know, in future it would be good to not send a bench brief at noon for an application at 3. So, the fact is I have not read it, I skimmed it.

MS. JEFFRIES: Yes.

THE COURT: I have also got to give people -- other people a chance to speak.

MS. JEFFRIES: Yes.

THE COURT: And then once we are done, we may be talking about the form of order. So, we are supposed to be done in 15 minutes but we will probably not going to be. I think I should cut you off, Ms. Jeffries, unless there is something you are dying -- else you are dying to say?

MS. JEFFRIES: No, I think -- as I mentioned, I think my submissions on sort of the facts underlying what we're seeking today really speaks to the various heads of relief that we're asking. So, I would rather have parties have the opportunity to speak.

THE COURT: Okay, thanks. Anyone else wish to speak in favour of everything that the -- that is being applied for a stay?

**Submissions by Ms. Gurofsky (Interim Proposal Application)**

MS. GUROFSKY: Good afternoon, Sir. It's Gurofsky, first initial R. again for the proposal trustee. I will be very brief, and I understand you have read the proposal trustee's report which sets out its position. It is supportive of the relief sought today, and just briefly going through the various categories of relief.

The consolidation is reasonable and appropriate, you'll have seen from the materials the businesses operate and are performed on a consolidated basis, including the finance, human resources, and day-to-day functions. So, that is appropriate in the circumstances.

The stay extension is also supported; you've got the test under Section 50.4(9). Good faith and due diligence are key aspects of that test. Blue Rock's clients have raised concerns about a lack of good faith, but we can say on the record that there's nothing the proposal trustee has seen by way of evidence to suggest that there is anything but good faith on behalf of the companies. Of course, if the evidence changes we may reassess, but what is before the Court today and what is before the proposal trustee, there's nothing to suggest that there is a lack of good faith here. Although there is a dispute that does not mean there is bad faith.

In terms of prejudice, I want to point out on the stay extension the test -- the Court has to consider whether there is any material prejudice to parties. I think you've already pointed out page 19 or paragraph 43(c) of the proposal trustee's report. If there's no interim financing, if there is no stay extension today, today or tomorrow, pardon me, there will be a deemed bankruptcy if the stay is not extended, and if company runs out of money that will also lead to a bankruptcy which in the proposal trustee's view does not benefit any of the creditors. Maintaining the status quo and the ongoing operations is really what will help the company through the SISP process.

On the SISP my friend has taken you through the details, we've touched on it. It was drafted with considerable input by the proposal trustee who is running it as an arm's length third party, and -- and a court officer. The overall structure is flexible and allows the proposal trustee to maneuver through circumstances as they present themselves on the ground. So, for example, if after phase 1 there are -- the nature of the bids is such that it doesn't make

sense to move towards a phase 2, the proposal trustee has the flexibility to advance one bid, advance two bids on their own without a formalized phase 2 process.

In terms of the charges proposed. The admin charge is outlined at paragraph 76 of the proposal trustee's report. The proposal trustee is of course supportive of that, and the charges reflective of similar charges previously granted. The D&O charge is similarly supported, it's outlined at paragraph 79 of the first report. Also from the proposal trustee's perspective appropriate in the circumstances given the need for support through the process where appropriate depending on the parties involved.

Finally, on the interim financing it is clear that the -- the company runs into a wall next week. Interim financing is required. There are two term sheets before the Court, but one appears to be tied to a -- to SISP terms that we have not yet been able to determine, and on that basis the certainty that's provided with the other term sheet that the company presented together with the SISP allows the company to move forward in a way that it needs to to facilitate a transaction. Do you have any questions, Sir, for the proposal trustee otherwise?

THE COURT: No, no, thank you.

MS. GUROFSKY: Thank you, those are my submissions.

THE COURT: Anyone else wish to speak entirely in favour of the application? Okay, I am going to start then with -- well let me -- I know Mr. -- I think Mr. Jacka is going to speak against it at least in part, and I will come to you, Mr. Jacka. Is there anyone else who wishes to speak against any aspect of the application before I get to Mr. Jacka? Okay, you are on, Mr. Jacka.

**Submissions by Mr. Jacka (Interim Proposal Application)**

MR. JACKA: Thank you, Sir, very much. So, I'll -- I'll make this relatively quick. The first thing I'll address is this continued discussion about the SISP. So, during my friend's submissions we were able to get instructions to match the interest and maturity rate, any revised interest and maturity rate preferred by 284, but we also have instructions to proceed with the SISP as presented. As I mentioned earlier in my submissions, our primary concerns were about ensuring that there were safeguards with respect to the bidding process, and ensuring that there were guardrails in place given as we think legitimate concerns with management.

As I mentioned, we had a conversation with Ms. Gurofsky earlier today as with the -- on behalf of the trustee, and we're -- we're comfortable with -- with the proposal. So, we -- we actually are prepared to proceed with the SISP as presented, so if that's a continually

referenced concern about the SISP being contingent or 281's interim financing bid being contingent, that's off the table, we're prepared to accept the SISP as it is.

Again, our main concern here is about the -- this sudden bid priming our secured position. 281's invested approximately a little under $600,000 US into AdvEn, that's been advanced over the last several months, and they're -- the approval of 284's bid will have the -- the natural effect of priming them. So, we do have some concerns about that.

We have some serious concerns about the lack of transparency as well. Ms. Gurofsky mentioned good faith, so I'll briefly address that now arising out of our cross-examination of Mr. Mueller yesterday, and I promise I'll be quick. But Mr. Mueller admitted that AdvEn continued to have talks with 281 with respect to being the sole DIP lender, and gave it no indication that anything was happening to the contrary until they served 281 with their application materials.

Mr. Mueller admitted that unbeknownst to 281 he was having undisclosed discussions with the principals of 284 in early August while they were still directors of 281, and it was in fact Mr. Mueller who facilitated the introduction of his lawyer to 284 on behalf of his principals. All done behind the back without any disclosure to 281 whatsoever, who is the current secured creditor that is attempting to be primed.

I'll note one specific thing with an issue with Mr. Mueller's affidavit amongst others. Exhibit J to his affidavit attaches the grid promissory note for 281, and Schedule A to the grid note is a list of monies advanced showing that $552,445 was advanced to AdvEn from 281 in eight payments. The language of the grid note provides that the notations on Schedule A are "absent of manifest mathematical error, prima facie evidence of the advances of the outstanding balance." So, in other words, we're talking about numbers from a grid note in Mr. Mueller's own affidavit, but despite that his evidence corroborated by my friend's bench brief at paragraph 30 is that there's a dispute whether 281 has actually in fact advanced any funds to the applicants.

And that was Ms. -- Mr. Mueller's evidence is that the payments did not come from 281, but rather individual contributors. So, not only is this legally wrong, but it's factually absurd, and Mr. Mueller was asked several times if it was his signature on the grid promissory note, and he demurred, and only confirming -- you know, indicating that well, it's an electronic signature and I don’t remember signing it back in May. We got his undertaking at noon today confirming that it was in fact him who signed the promissory note. So, effectively there's some discussion or dispute about evidence here as to whether 281 has in fact advanced the money. We submit that it has, and that Mr. Mueller's testimony yesterday was -- was an attempt to mislead or obfuscate the nature which is evidence of bad faith.

So, Mr. Mueller's evidence was that -- further Mr. Mueller's evidence was that the 284 DIP was the only one available, however he -- he admitted negotiating and continuing negotiations with 281 up until August the 10th, again notwithstanding the fact that he did not disclose his ongoing discussions with 284. His evidence was that he knew that Mr. Demers and Mr. Korosani were directors of 281. He approached Mr. Demers and suggested that he do the deal outside of 281, again going so far as to facilitate the introduction. He was scant on any of these details; we requested several undertakings of any communications that took place between the party. All of those undertakings were refused.

So, as the secured creditors, you get primed if this proposal goes -- goes through. We're quite concerned, particularly considering the -- in our respectful submission lack of good faith actions on behalf of Mr. Mueller. But in any event, we are prepared to match the interest and the maturity provisions, anything put forward by my friends. I under -- in the last, you know, hour and a half or 2 hours, or whatever it's been, I understand that 281's interim financing proposal remains $150,000 higher, but I, like you, Sir, have not had the benefit of reviewing any of these affidavits that have come in in the last couple hours.

But I understand that our -- our -- or 281's bid remains significantly higher, so therefore we'd ask that the 284 -- and -- and we're prepared to proceed with the SISP as presented which should alleviate the concerns of the trustee. So, therefore we respectfully ask that if you're prepared to proceed today that we go with 281's proposal.

THE COURT: So, I think I understand that you -- what you are saying is that your client -- at first your client wanted an adjournment and did not get it, and so you are stuck arguing this thing. And I appreciate the position that you are in, but that is water under the bridge. I think your client's position is that it is in agreement with all of the relief with one caveat. And so, in agreement with the extension of the stay, in agreement with the consolidation of the two proceedings, in agreement with --

MR. JACKA: (INDISCERNIBLE), yeah.

THE COURT: Sorry. In agreement with the charges, in agreement with the sale process. The one tweak which may be a too diminutive term for it, but the one change you want to have is instead of approving the 284 interim lending, you want me to approve one by 281 which I have heard described but have not seen, right?

MR. JACKA: More or less. I checked with our assistant, she filed our affidavit with KB filing and not -- didn’t send it to the commercial coordinator which is why it's not in front of you. So --

THE COURT: Okay.

MR. JACKA: Yeah, that would be why you haven't seen it. I don't think there's any dispute that we've made that offer, though. And further, like I said, I can advise through the last hour and a half that I was able to obtain instructions from my client to agree to the remaining terms that we discussed.

THE COURT: Okay.

MR. JACKA: Yeah.

THE COURT: Anything else? Okay. Any -- a brief reply, Ms. Jeffries, if you would like?

**Submissions by Ms. Jeffries (Interim Proposal Application) (Reply)**

MS. JEFFRIES: Thank you, Justice. I will be brief, and I want to make sure I stick with as much as possible with what's on the record. I think what's -- what's been raised prior to now is that there have been months of discussion with Mr. Jacka's client, and with the impending deadline of this hearing. No agreement had been reached. And so, when there's sort of a discussion well, you know, maybe discussions with someone else was somehow bad faith, I think what is -- what is before the Court is that a discussion was capable of being reached with other parties and not -- not with Mr. Jacka's client until this application was filed.

And it's only then that we have a sort of competing DIP, and I know you haven't had the opportunity to review our bench brief, but we -- we do cite some -- some case law that will be well known to the Court. In particular *Great Basin Gold*, *Quest University*, and to court resources just about that sort of competing DIP analysis and the factors that the Court looks at. And the sort of overarching consideration is what -- which proposal is the most appropriate, and which will best serve the interests of the debtor stakeholders as a whole, not one creditor or another. But the creditors as -- or stakeholders as a whole by enhancing the prospect of a successful restructuring.

And it is our submission here that we have essentially one secured creditor, existing secured creditor, pre-filing secured creditor, in favour of proceeding with the existing transaction, and the existing DIP that -- that I went through. And it -- from what's on the record that agreement and that term sheet was able to be finalized very quickly. And as we all know in these proceedings, that needs to happen at that quickness. It is really critical to being able to get to a good result.

And so, in our submission the existing proposal put forward by 284 should be the one that

is approved as essentially being more beneficial to the restructuring as a whole given the facility of working with that --

THE COURT CLERK: (INDISCERNIBLE) the one in there.

MR. JACKA: Sir, can I just address one thing my friend said on timing? I think it's important for your consideration.

THE COURT: Sure.

**Submissions by Mr. Jacka (Interim Proposal Application) (Reply)**

MR. JACKA: Yeah, well so, it -- I'll just say it's hard to reach an agreement if the party that we're negotiating with is engaging with other conversations with individuals who are in our submission slowing down the process. So, yes, I concede that there was no agreement that was able to be reached until this application was filed, but considering the individuals involved in Mr. Mueller's evidence in his cross-examination yesterday it's relatively easy to see why.

THE COURT: Okay. I think I have given everybody the opportunity to be heard. If somebody is present and feels like I have not because there is quite a few people here, I just want to give you that opportunity now. Okay, I am going to make a decision.

**Decision (Interim Proposal Application)**

THE COURT: So, I have got an application before me by AdvEn Inc. and AdvEn Industries which I will just call AdvEn or the applicants. And as outlined in the applicants' submissions there is, you know, four big headings here of relief. One is an extension of this stay under the *Bankruptcy and Insolvency Act*, two is consolidation of these two proceedings because there is two companies but they really operate as one, approval of charges, administration charge, et cetera, the financing charge which is the biggest of them, and approval of the sales -- can never remember what SISP stands for, Sales and Investment Solicitation Process, I think. And so, four buckets of things, and nobody opposes everything.

In fact, nobody opposes anything except SPDI and 281 oppose the particular interim financing which is being thought to be approved that is being provided by 284, and instead 281 submits that I should grant all the relief sought by AdvEn with one modification which is at 281's proposed interim financing approved rather than 284's as set out in an affidavit which I do not think I have seen, I have not seen. 284's though, you know, if you compare,

make comparables, 284's proposal is actually a little bit changed from what was in the trustee's report. Changed the interest rate, changed the due date, changed the -- added a sentence about an obligation to advance. So, to a certain extent I have got financing proposals that were crystalized, modified, during oral argument. So, that is something to consider.

Let me go back to the beginning. The extension, just for the extension, is in Section 50.4(9) of the *Bankruptcy and Insolvency Act*. I can only grant an extension if I am satisfied that the insolvent person has acted and is acting in good faith, and with due diligence. The insolvent person would be likely to be able to make a viable proposal if the extension being applied for were granted, and no creditor will be materially prejudiced if the extension being applied for were granted. These are all things that it is the applicants' onus to establish.

In this case the -- and the evidence on this point comes from Mr. Mueller's affidavit and from the proposal trustee's report, and I have heard described -- certainly in Mr. Mueller's affidavit. I have also heard described what he said in cross-examination yesterday, and I am sure that it was accurately described to me what he said. I have to take all of that evidence in assessing these issues, and the thing that some emphasis was put on by Mr. Jacka is that there is some evidence of bad faith here in terms of how Mr. Mueller dealt with 281 versus 284, and their each wanting to put forward a proposal for interim financing.

There might be something to that, I hear what Mr. Jacka says about, you know, officers -- characters or officers of one company switching horses, and advancing interim financing proposal on behalf of another company, that suggests some perhaps improper behaviour by those directors, but they are not the insolvent company exactly, and moreover I have to look at that in the context of everything else that is going on, and in the context to the fact that Mr. Jacka's clients do not oppose the granting of the extension. So, if I were to find that I am not satisfied that it is all in person, in this case two persons, the two AdvEn companies, if I were to find they had not acted in good faith, boom, I cannot grant the extension.

So, I agree with Mr. Jacka, there may be some reason for suspicion, but it does not overcome in my view the evidence in Mr. Mueller's affidavit and in the proposal trustee's report, that the insolvent persons here are on the whole acting in good faith.

Number (b), the insolvent person would be likely to make a viable proposal if an extension being applied for were granted. Nobody has argued they would not be, and I have got the proposal trustee's report which describes how there are lenders, and I now understand them to be 284 and 281, as well as possibly others who would be interested in bidding. And so, this likely to be able to is not certain to be able to, it is just likely to be able to, that is the test. I am satisfied it is met.

No creditor would be materially prejudiced if the extension being applied for were granted. I am persuaded by the submissions Ms. Jeffries made that while there is a priming here the priming of an interim lender in the case of a successful bid will be one thing where there is another going concern value applied, and given the size of the book value of the assets, and the operation, that does not appear on the fit high level to be a situation when the priming would actually maturely prejudice creditors. On the other hand in the case of a go through the SISP, nobody bids, has to be liquidated, the -- we are talking about, according to the proposal trustee's report, we are talking about some specialized equipment for this new -- couple of new operations, or systems, or processes. That equipment is likely not to have value to anybody who does not have the IP herein.

And so, this is specifically on page 19 of the report, if you had to have actually liquidate the physical assets the proceeds would be minimal, and it would not matter if one party was primed through, nobody is getting anything or almost nothing. So, I am satisfied that part of the test is met, and in finding that the test in Section 50.4(9) is met, I am given -- I am supported by the fact that none of the parties who were served with this application attended and argued that that test is not met. So, I will grant the extension.

The next aspect of the -- is the consolidation of the two proceedings. Nobody argued against it, it makes obvious sense. These two companies operate as one entity so that is granted.

The charges, there I heard no arguments against the admin charge or the director's charge, and I am satisfied those are reasonable. I see them all the time in these SISPs, you have to be able to keep going through the proposal period or sale period. I am not going to -- nobody argued against it, I am satisfied the test for that is met.

The one point of contention is the interim financing, and so that is where Mr. Jeffries' (sic) client says I should approve the -- his client's interim financing which I have had described to me as being basically the same as 284's interim financing with the different total amount glancing it, and I have -- or versus 284's interim financing which I have seen but I have also had described to me, a couple tweaks to it. I am not prepared on the record before me to pick an interim financing this different from the one in the proposal trustee's materials other than the few changes counsel described. If the -- if 284 wanted to have a battle about interim financing proposals, I needed to see that, not just hear it described, and not in an -- maybe it was filed this afternoon, I needed to see that before we got in.

In the absence of agreement by the parties, and I know that sometimes you get to the -- you might get to the 11th hour, and everybody works together, and they agree on something new, but when you are trying to have an argument to get the judge to pick one, I need -- I, the judge, needs more than this at this point. And remember, this is in the context of what I said about the adjournment application. Everybody knew when the Notice of Intention was

filed in July that this application was going to happen, and it was going to happen around now. And so, it was incumbent on all the parties to get their ducks in a row.

I appreciate what Mr. Jacka says about it was not able to reach an agreement on financing prior to because of the way it was being dealt with by Mr. Mueller and AdvEn, but that did not stop it from putting forward a financing term sheet. And so, for those reasons, I am not going to make the modification that Mr. Jacka argued for, I will approve the interim financing by 284 -- yes, 284, with those three changes that Ms. Jeffries described on the record.

And that leaves -- maybe not, no, the sales process, of course. So, the sales process is not opposed. I have had it described to me. I have just had a funny thing happen in my headphones; can you still hear me, everybody? Okay. I have had the sales investment solicitation process is in the evidence, in the proposal trustee's report. Ms. Jeffries is very helpful in taking me through some key aspects of it. The proposal is not opposed by anybody, and I am satisfied that it is a reasonable one in the circumstances with this unique business, and its unique assets including an intellectual property. So, I am prepared to approve it as well.

So, now I want to come to the form of order of Ms. Jeffries. I am just not sure if I have one. Do I?

MS. JEFFRIES: You have to ask my friend Mr. Saini to -- to speak to that, and how it was delivered.

THE COURT: So, what I think I had is an unfiled application that has a form of order. Is that what I should be looking at, Mr. Saini? If you are speaking, I cannot hear you.

MR. SAINI: I apologize. I'm just checking now, Sir. There should’ve been a standalone order delivered to you, but if not we can send it to you through the commercial coordinator tomorrow as well if you don’t have it there.

THE COURT: Standalone was it, okay, just a second. Wait a moment, you are right, here it is. Okay, I have got it in front of me now. So, is there anything in it that you wish to draw my attention to or to change, and maybe you would change it, I am not sure given those three changes to the -- 284's financing. So, is it you, Mr. Saini, who is going to speak to the order? Or is it Ms. Jeffries?

MR. SAINI: Yes, yes. I can speak to it, Justice Dunlop. I think the only change and, Ms. Jeffries, correct me if I'm wrong here, but I think the only change

will be there's a reference to the interim financing agreement dated August 7th, 2026. With 1 -- 284 we just need to revise that date to say August 19th, 2026, because the amended agreement was signed today.

THE COURT: Okay, any other changes? Yes, there is, it is in paragraph 13, right?

MR. SAINI: Yes. Yes, Sir.

THE COURT: Any other changes?

MR. SAINI: I don’t believe so.

THE COURT: Anyone else wish to speak to the form of order? Okay so, Mr. Saini, if you can -- that is you, this is -- you are not going to get this signed today but it is effective today. So, if you could make that change, submit it to the commercial coordinator. They will send it to me, I will give it back to them, they will give it back to you. Hopefully all of that can happen tomorrow.

MR. SAINI: Yes, Sir, we'll do that.

THE COURT: Okay, anyone else have anything else they want to address today? All right so, okay. So, before we adjourn, I will just thank mister clerk for staying late, I try to get these things done by 4:30 but it does not always work. I will now adjourn.

MR. SAINI: Thank you, Justice Dunlop.

MR. JACKA: Thank you, Justice.

MS. JEFFRIES: Thank you, Justice.

THE COURT CLERK: Thank you, Justice, good afternoon.

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PROCEEDINGS CONCLUDED

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**Certificate of Record**

I, Simar Singh, certify that this recording is the record made of the evidence in the proceedings in the Court of King's Bench, held in courtroom 516 at Edmonton, Alberta, on the 19th day of August, 2026, and I was the court official in charge of the sound recording machine during the proceedings.

**Certificate of Transcript**

I, Tanner Zaherie, certify that

(a) I transcribed the record, which was recorded by a sound recording machine, to the best of my skill and ability and the foregoing pages are a complete and accurate transcript of the contents of the record and

(b) the Certificate of Record for these proceedings was included orally on the record and is transcribed in this transcript.

TEZZ TRANSCRIPTION. Transcriber
Order Number: TDS-1118274
Dated: September 1st, 2026

**This is Exhibit "J" referred to in the Affidavit of Brenda Lewis-Besler Sworn before me this 14 of September, 2026**

**A Commissioner for Oaths in and for the Province of Alberta**

ERIN HARDING
A commissioner for Oaths
in and for Alberta
My Commission expires October 27, 2028
My Appointee No.0769541

| | |
|---|---|
| COURT FILE NUMBER | B301-400059<br>25-3400059<br>24-3400057 |
| COURT | COURT OF KING'S BENCH OF ALBERTA |
| JUDICIAL CENTRE | CALGARY |
| | IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ADVEN INC. AND ADVEN INDUSTRIES INC. |
| **APPLICANTS** | **ADVEN INC. AND ADVEN INDUSTRIES INC.** |
| **DOCUMENT** | **AFFIDAVIT OF SERVICE** |


| | |
|---|---|
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT | **McMILLAN LLP**<br>1700, 421 – 7th Avenue SW<br>Calgary, Alberta T2P 4K9<br>**Attention: Tevia R.M. Jeffries/ Preet Saini**<br>Telephone: (403) 604 – 6848/ (403) 531.4716<br>Fax: (403) 531.4720<br>Email: tevia.jeffries@mcmillan.ca/ preet.saini@mcmillan.ca<br>File Number: 327410 |


**Affidavit of Lily Ingram Sworn on August 19, 2026**

I, Lily Ingram, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY**:

1. I am an administrative assistant at McMillan LLP and as such have personal knowledge of the facts and matters deposed to herein, or if based upon information and belief I verily believe the same to be true.

2. I am 18 years of age or older.

3. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that she provided the interested parties/creditors in this action with copies of the following documents:

    a. Letter with service list **("Service List")**;
    b. Application scheduled August 19, 2026, filed at the Calgary Courts on August 11, 2026; and
    c. Affidavit sworn August 8, 2026, filed at the Calgary Courts on August 11, 2026.

    collectively (the "**Application Materials**").

4. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that on August 10, 2026 she sent the unfiled copies of the Application Materials to the contact information listed on the Service List by sending an email to the address provided. Attached collectively hereto as **Exhibit "A"** is a copy of the Letter to Service list and email with the email delivery receipts.

collectively hereto as **Exhibit "A"** is a copy of the Letter to Service list and email with the email delivery receipts.

5. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that on August 13, 2026 she sent the Letter to Service List with the unfiled copies of the Application Materials to Canada Revenue Agency by fax. Attached hereto as **Exhibit "B"** is the successful fax confirmation to Canada Revenue Agency.

6. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that on August 11, 2026 she made courier requests to serve the interested parties/creditors in this action with the unfiled copies of the Application Materials by courier to the parties highlighted in yellow on the service list. Attached collectively hereto as **Exhibit "C"** is the service list and the delivery confirmation of the successful deliveries.

7. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that on August 12, 2026 she made courier requests to serve the interested parties/creditors in this action with the unfiled copies of the Application Materials by registered mail to the following parties with a PO Box address: Direct Energy, Epcor, Linde Canada Inc., M5 Public Affairs, Rogers, Shaw Communications, Sigma-Aldrich Canada Co., Smart & Biggar AB LLP, Spartan Controls Ltd., Wolseley Industrial Canada Inc, Workers Compensation Board Alberta. Attached collectively hereto as **Exhibit "D"** is the delivery confirmation of the successful deliveries.

8. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that on August 19, 2026 she sent the Application Materials filed at the Calgary Courts on August 11, 2026 to the contact information listed on the updated Service List by sending an email to the address provided. Attached collectively hereto as **Exhibit "E"** is a copy of the updated Service list and email sent.

9. I was advised by Irma Alvarado a legal assistant at McMillan LLP, that on August 11, 2026 she made courier requests to serve the interested parties/creditors in this action with the unfiled copies of the Application Materials by courier to the parties highlighted in green on the service list. Attached hereto as **Exhibit "F"** is the service list with the parties sent the Application Materials that are on the way to be delivered.

**SWORN BEFORE ME** at the City of Calgary, in the Province of Alberta, this 19th day of August 2026.

A Commissioner for Oaths in and for the Province of Alberta

Melanie Cheddi
Barrister & Solicitor

**LILY INGRAM**