District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 01.1
General Sender Identification for: Copies of all Prescribed Forms
Sent to Creditor(s) Electronically

Dated at the city of Edmonton in the Province of Alberta, this 26th day of October 2026.

Responsible Individual (Sender): Garrett Chan
(Trustee)

Corporate Name : G. Chan & Associates Inc.

Address: 201, 9426 51 Ave NW
Edmonton AB T6E 5A6

Telephone: (780) 900-4823

Fax: (780) 306-4986

E-mail: creditors@gcalit.ca

NOTICE

Please be advised that the above-noted individual is required to retain the signed original of the document as part of the official records of this proceeding.

District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

Take notice that ONSITE3D Ltd. of the city of Red Deer in the Province of Alberta has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to $250 or more are enclosed.

A general meeting of the creditors will be held on the 10th day of November 2026 at 10:00 AM at meet.google.com/wwp-bjxq-gyv or +1 613-417-8489 PIN: 228 359 328#.

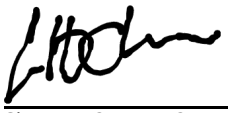
The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the city of Edmonton in the Province of Alberta, this 26th day of October 2026.

G. Chan & Associates Inc. - Licensed Insolvency Trustee



Signer ID: QRRLRMQMTX...

201, 9426 51 Ave NW
Edmonton AB T6E 5A6
Phone: (780) 900-4823 Fax: (780) 306-4986

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

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District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 92 --- Continued

List of Creditors with claims of $250 or more.			
Creditor	Address	Account#	Claim Amount
1146991 ALBERTA INC. O/A FACTORS WESTERN	#204 4321 23B STREET NE Calgary AB T2E 7V9		15,000,000.00
1804409 ALBERTA LTD O/A WATER EXPRESS	9917 112 Ave Grande Prairiie AB T8V 1V5		564.00
Abercaliain Business Consulting Inc.	8140 9th Ave, SW Calgary AB T3H 0C2		3,727.50
ABSA	9410 20th Avenue NW Edmonton AB T6N 0A4		5,338.41
AIR LIQUIDE	11281 89 Ave Grande Prairiie AB T8V 5X3		48,549.90
AIRWAYS TRUCK RENTALS, LEASING, SALES	1802 8 St Nisku AB T9E 7W2		11,437.18
AMPLIFY ADVISORS	700 2 St SW Suite 2310 Calgary AB T2P 2W2		5,145.00
ARUNDEL CAPITAL CORPORATION	3007 14 St SW Ste 201 Calgary AB T2T 3V6		5,210.28
BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.	1465 North Service Rd E #102 Oakville ON L6H 1A7		2,058.93
BUSINESS MOBILITY-9044	10020 100 Street NW Edmonton AB T5J 0N3		1,534.99
Carter Diederich	7742 Abbey Lane Grande Prairie AB T8X 0G4		42,518.29
CHINOOK SCAFFOLD SYSTEMS LTD	CHINOOK SCAFFOLD SYSTEMS LTD Sexsmith AB T0H 3C0		36,888.07
CHRISTIAN STARR-HORSE	343 Secord Blvd Edmonton AB T5T 3Y6		5,306.56
COMMODORE SOLUTIONS INC	Suite 9, 2115 – 27 Ave NE Calgary AB T2E 7E4		1,662.68
CONNELLY INDUSTRIAL INSULATION SERVICES	4610 61 St Red Deer AB T4N 2R2		21,453.25
COREX CONCRETE CUTTING LTD	8618 112 St Grande Prairiie AB T8V 5X4		17,521.74

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District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 92 --- Continued

List of Creditors with claims of $250 or more.			
Creditor	Address	Account#	Claim Amount
CRA - Tax - Prairies	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1		672,777.00
CRA - Tax - Prairies	Surrey National Verification and Collection Centre 9755 King George Blvd Surrey BC V3T 5E1		1,402,037.07
CWB National Leasing Inc./ (formerly National Leasing Group Inc) Bankruptcy Designate	1525 Buffalo Pl Winnipeg MB R3T 1L9		1,565.15
Darlene Anstey	10209 124A Ave Grande Prairie AB T8V 6J2		6,725.00
DE LAGE LANDEN FINANCIAL SERVICES	5046 Mainway, Unit 1 Burlington ON L7L 5Z1		2,812.35
DISA	11740 Katy Freeway, Suite 900 Houston TX 77079 USA		635.96
DISA GLOBAL SOLUTIONS, INC	11740 Katy Freeway, Suite 900 Houston TX 77079 USA		7,676.63
ELECTRIC LINE SERVICE LTD	1488 CHASE-FALKLAND ROAD Chase BC V0E 1M1		94,687.50
ENO ENERGY SERVICES	600, 4911 - 51 Street Red Deer AB T4S 1W9		193,100.00
Everyday Equipment Finance Inc. (formerly Summit Credit Corp) Collections Department	510 - 1131A Leslie St North York ON M3C 3L8		285.85
FARO	125 Technology Park Lake Mary FL 32746 USA		492,285.25
FLYING GOOSE MEDIA LTD	28 Gair Cl Red Deer AB T4P 2S7		2,625.00
GP WELDER TESTING LTD	11438 95 Ave Grande Prairie AB T8V 5M1		819.00
GRAHAM NANKE	56 Auburn Bay Crescent SE Calgary AB T2M 0K4		4,107.99

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District of: Alberta
Division No. 01 - Edmonton
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FORM 92 --- Continued

List of Creditors with claims of $250 or more.			
Creditor	Address	Account#	Claim Amount
GREG GONGAWARE	36 Wilkinson Cir Sylvan Lake AB T4S0W4		51,248.00
Industrial Safety Training Council	Baytown Training CenterAddress: 3166 Decker Dr Baytown TX 77520 USA		5,927.00
IT HORIZONS INC	10418 99 Ave Unit 101 Grande Prairiie AB T8V 0S3		288.75
Jason Orr			6,000.00
JMP ENGINEERING INC	1275 Hubrey Rd London ON N6N 1E2		102,664.80
JORI INTERNATIONAL LTD	Jori Logistics Unit 10, 1323 - 44 Avenue NE Calgary AB T2E 6L5		3,256.89
KEY TO SAFETY INC	8716 108 St #112 Grande Prairie AB T8X 1L6		3,679.25
KRP DESIGNS INC	807 TRAFFORD DRIVE NW Calgary AB T2K 2T5		566,523.20
LINDE CANADA INC	11530 97 Ave Unit 100 Grande Prairiie AB T8V 6R8		8,869.30
Lloyd Rick Lazaga			2,700.00
MARIO CAYA	18 Royal Ridge Mount NW Calgary AB T3G 5Y9		11,190.50
McLEOD LAW	707 5 St SW #500 Calgary AB T2P 0Y3		25,073.99
MEMORY EXPRESS INC.	3305 32nd St NE Calgary AB T1Y 5X7		669.99
MESSER CANADA INC	10915 86 Ave Grande Prairiie AB T8V 8K2		29,335.53
Mitsubishi HC Capital Canada Leasing, Inc. (formerly CLE Capital inc) Collections Department	401 - 1100 Burloak Dr Burlington ON L7L 6B2		1,523.30
MOUNT ROYAL UNIVERSITY	4825 Mt Royal Gate SW Calgary AB T3E 6K6		52,500.00

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District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 92 --- Continued

List of Creditors with claims of $250 or more.			
Creditor	Address	Account#	Claim Amount
NORWELD INDUSTRIES LTD	12011 242 Rd Fort St. John BC V1J 5W1		12,548.13
PASCO ENERGY SERVICES (2018) INC	10302 123St Grande Prairiie AB T8V 8B8		30,000.00
PEREGRINE INTEGRITY MANAGEMENT LTD	11979 40 St SE #406 Calgary AB T2Z 4M3		1,004.25
PINACLE	5303 42 St NW Edmonton AB T6B 3P2		14,211.75
Polaris Leasing Rick	2-396 Assiniboine Ave Winnipeg MB R3C 0Y1		3,182.10
RED-D-ARC LTD	667 S Service Rd Grimsby ON L3M 4E8		31,685.07
Roscher Ventures Ltd Narnia King	10022 102 Ave Grande Prairiie AB T8V 0Z7		181,348.00
SAGE	14855 Collections Center Dr Chicago IL 60693 USA		9,056.48
SALT CAPITAL INC. O/A CAPITAL NOW	#121,234-5149 COUNTRY HILLS BLVD NW Calgary AB T3A 5K8		751,529.73
SCORE PROJECTS INC	3814 47 Ave Stettler AB T0C 2L0		27,824.83
SONOMA CAPITAL CORP	865 Waverley St #102 Winnipeg MB R3T 5P4		888.14
STAPLES	10160 108 Street Grande Prairiie AB T8V 7B1		2,542.68
SUNLIFE FINANCIAL	4940 51st Ave #1 Red Deer AB T4N 7C6		16,954.25
TELUS MOBILITY 9044	10020 100 Street NW Edmonton AB T5J 0N3		2,102.82
Toyota Industries Commercial Finance Canada, Inc. (Formerly LiftCapital Corporation)	630-401 The West Mall Etobicoke ON M9C 5J5		2,723.25
TRIMFX SIGN & DESIGN	11230 97 Ave Grande Prairiie AB T8V 4Y6		8,765.10

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District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 92 --- Concluded

List of Creditors with claims of $250 or more.			
Creditor	Address	Account#	Claim Amount
TRM3 HOLDINGS, LLC	25814 Longstone Road Spring TX 77389 USA		12,383.06
Vault Credit Corporation	5 - 41 Scarsdale Rd Toronto ON M3B 2R2		1,905.75
WARREN SINCLAIR LLP	4911 51 St Red Deer AB T4N 6K8		5,209.99
WATER EXPRESS	9917 112 Ave Grande Prairie AB T8V 1V5		1,827.00
WATTCO MANUFACTURER OF ELECTRIC HEATING ELEMENTS AND CONTROLS	7741 Rue Cordner LaSalle QC H8N 2X2		60,402.72
Total			20,140,602.13

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District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
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[X] Original [ ] Amended

Form 78

Statement of Affairs (Corporate Proposal)

(Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 22nd day of June 2026. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases..

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

[ ] Negative market conditions;	[ ] Foreign Exchange Fluctuations;	[ ] Economic Downturn;	[ ] Poor Financial Performance;	[ ] Legal Matters (Provide details);
[x] Lack of Working Capital/Funding;	[ ] Competition;	[ ] Legislated or Regulatory Restrictions;	[ ] Natural Disaster;	[ ] Increased Cost of Doing Business;
[ ] Overhead Increasing;	[ ] Faulty Infrastructure or Business Model;	[ ] Unsuccessful Marketing Initiatives;	[ ] Personal Issues;	[ ] Poor Management;
[ ] Faulty Accounting;	[x] Tax Liabilities;	[ ] Labour;	[ ] Other (Please specify).	

Provide relevant details:

[Lack of Working Capital/Funding] Substantial accounts payable and secured creditor obligations that are materially in arrears, with demands, collection activity and enforcement steps having been taken or threatened by certain creditors.

[Tax Liabilities] Significant arrears of Crown trust obligations across collective companies, including unremitted payroll source deductions and GST/HST, together with related penalties and interest, in respect of which the Canada Revenue Agency has obtained certificates and writs.

ASSETS

(totals from the list of assets as stated and estimated by bankrupt/debtor)

1. Cash on hand		45,754.76
2. Deposits in financial institutions		0.00
3. Accounts receivable and other receivables		
Total amount	0.00	
Estimated realizable value	0.00	0.00
4. Inventory		0.00
5. Trade fixtures, etc.		0.00
6. Livestock		0.00
7. Machinery and equipment		960,000.00
8. Real property or immovables		0.00
9. Furniture		0.00
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.)		0.00
11. Vehicles		265,000.00
12. Securities (shares, bonds, debentures, etc.)		0.00
13. Other property		730,401.46
Total of lines 1 to 13		2,001,156.22
If debtor is a corporation, add:		
Amount of subscribed capital	0.00	
Amount paid on capital	0.00	
Balance subscribed and unpaid	0.00	
Estimated to produce	0.00	0.00
Total assets		2,001,156.22
Deficiency		-18,139,654.45
Total value of assets located outside Canada included in lines 1 to 13		0.00

LIABILITIES

(totals from the list of liabilities as stated and estimated by bankrupt/debtor)

1. Secured creditors	2,001,156.22
2. Preferred creditors, securities, and priorities	0.00
3. Unsecured creditors	18,139,654.45
4. Contingent, trust claims or other liabilities estimated to be provable for	0.00
Total liabilities	20,140,810.67
Surplus	18,139,654.45

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District of Alberta
Division No. 01-Edmonton

IN THE MATTER OF THE DIVISION I PROPOSAL OF

ONSITE3D LTD.

AN INSOLVENT PERSON

DIVISION I PROPOSAL
(Section 50 of the Act)

Docusign Envelope ID: 7D469E1A-0D36-8EBC-81E6-CA97D0557549

District of Alberta
Division No. 01-Edmonton

IN THE MATTER OF THE DIVISION I PROPOSAL OF

ONSITE3D LTD.

AN INSOLVENT PERSON

DIVISION I PROPOSAL
(Section 50 of the Act)

Article 1. Interpretation

1.1 Definitions

"Act" means the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended;

"Amended Proposal" means any amended proposal filed by the Insolvent Person pursuant to Article 25.1;

"Business Day" means a day, other than a Saturday, a Sunday, or a statutory holiday, on which banks are generally open for business in Edmonton, Alberta;

"Certain Crown Claims" has the meaning defined in Article 10.2;

"Certain Crown Claims Compromise Amount" has the meaning defined in Article 13.2;

"Claim(s)" means any right of any Person in connection with any indebtedness, liability or obligation of any kind of the Insolvent Person which indebtedness, liability or obligation is in existence at the Date of Filing, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory in nature, including, without limitation, product warranty liabilities and the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts which exist prior to or at the Date of Filing, but does not include Unaffected Obligations;

"Claims Bar Date" has the meaning defined in Article 24.5;

"Class" means a class of Creditors established for the purpose of considering and voting

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on the Proposal pursuant to Article 19.1;

"Court" means the Court of King's Bench of Alberta, Judicial District of Edmonton, In Bankruptcy and Insolvency;

"Court Approval Date" means the date on which the Court grants an Order approving the Proposal pursuant to the provisions of the Act;

"CRA" means the Canada Revenue Agency, acting on behalf of His Majesty the King in Right of Canada or a Province;

"Creditor(s)" means the Persons having Claims against the Insolvent Person that are affected by the Proposal, including the Crown in respect of the Certain Crown Claims;

"Creditor Email Address" has the meaning defined in Article 27.4;

"Cross-Acceptance Condition" has the meaning defined in Article 6.3;

"Crown" means His Majesty the King in right of Canada or of any Province, and includes the CRA;

"Crown Deemed Trust Class" has the meaning defined in Article 19.1(a);

"Date of Filing" means June 22, 2026, being the date on which the Insolvent Person filed the Notice of Intention;

"Director Contributions" has the meaning defined in Article 16.6;

"Director's Liability Claim" has the meaning defined in Article 10.6;

"**Directors**" means Eno and Pickering, being the directors of the Insolvent Person, and "**Director**" means either of them;

"**Employee**" means an individual who is currently employed by the Insolvent Person and who is owed wages, salaries, commissions or other compensation for services performed for the Insolvent Person, but excluding any general contractor or other independent contractor of the Insolvent Person and any director of the Insolvent Person;

"**Employee Amounts**" has the meaning defined in Article 18.2;

"**Employee Claim**" has the meaning defined in Article 10.3;

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"**Employee Class**" has the meaning defined in Article 19.1(b);

"**Eno**" means Wade Tyler Eno;

"Eno Related Claimants" means each of the friends and family members of Eno who hold Claims against one or more of the Group of Companies, being: Melody Eno (Claim of $50,000 for a loan provided to the Insolvent Person) and Gregg Gongaware (Claim of $250,000 for work performed for, and loans provided to, the Insolvent Person);

"Failure Event" has the meaning defined in Article 6.4;

"FSH" means First Street Holdings Ltd.;

"FSH Premises" means 150, 4411 – 6 Street SE Calgary, AB T2H 2W9;

"FSH Lease" means the lease dated May 9, 2023 made between FSH as landlord and the Insolvent Person as tenant with respect to the FSH Premises;

"FSH Preferred Claim" has the meaning defined in Article 17.4;

"Group Court Approval Date" means the first date on which the Court has granted an Order approving each of the Group Proposals;

"Group of Companies" means, collectively, the Insolvent Person, Onsite3D Industrial Services Ltd. and Onsite3D Digital Solutions Ltd., and "**Group Company**" means any one of them;

"Group Proposals" means, collectively, this Proposal and the proposals filed under Part III, Division I of the Act by each of Onsite3D Industrial Services Ltd. and Onsite3D Digital Solutions Ltd., in each case as amended from time to time, and "**Group Proposal**" means any one of them;

"Group Proposal Fund" has the meaning defined in Article 20.1;

"GST" means the goods and services tax and harmonized sales tax imposed under Part IX of the Excise Tax Act, RSC 1985, c E-15;

"Implementation Date" means the first Business Day on which all of the conditions set out in Article 6.1, including the Cross-Acceptance Condition, have been satisfied;

"Insolvent Person" means Onsite3D Ltd.;

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“Insolvent Person Service Address” has the meaning defined in Article 27.3;

“Inspector(s)” means one or more Persons, to a maximum of five, appointed as inspectors pursuant to the Act in respect of the Proposal;

"Meeting of Creditors" means the meeting of the Creditors called to consider and vote upon the Proposal, and any adjournment thereof;

“**Notice**” has the meaning defined in Article 27.1;

“**Notice of Intention**” means the Notice of Intention to Make a Proposal filed by the Insolvent Person pursuant to subsection 50.4(1) of the Act on the Date of Filing;

"**Notice of Meeting**" means the notice of the Meeting of Creditors that is mailed or otherwise provided to the Creditors by the Trustee;

“Payment Commencement Date” means May 31, 2027;

“Person” means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other entity howsoever designated or constituted;

“Pickering” means Kyle Pickering;

“Post Filing Creditors” means the Persons that have supplied or that supply goods, services, utilities or materials to, or that have advanced or that advance funds to, the Insolvent Person on or after the Date of Filing, but only to the extent of the amounts owing to them in respect of such supply or advances during the period from the Date of Filing to the Court Approval Date;

“**Preference**” has the meaning defined in Article 20.3;

“Preferred Claim” has the meaning defined in Article 10.7;

“Proposal” means this proposal, including the series of steps and arrangements contemplated herein, all of which are interdependent, by which the relations between the Insolvent Person and the Creditors will be reconstructed pursuant to the Act, together with any amendments or additions thereto, including any Amended Proposal;

“Proven Claim” of a Creditor means the amount of the Claim of such Creditor finally determined in accordance with the provisions of the Act and of the Proposal;

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"**Released Director Claims**" has the meaning defined in Article 16.3;

"Roscher" means Roscher Ventures Ltd.;

"Roscher Lease" means the lease dated June 30, 2021, made between Roscher as landlord and the Insolvent Person as tenant with respect to the Roscher Premises;

"Roscher Premises" means 8701 – 102 Street, Clairmont, AB T8X 5G8;

"Roscher Preferred Claim" has the meaning defined in Article 17.2;

"Secured Claim" has the meaning defined in Article 10.4;

"Secured Creditor" means a creditor of the Insolvent Person holding a Secured Claim;

"**Statute of Elizabeth**" has the meaning defined in Article 20.5;

"Termination Date" means the date upon which the Claims of all Creditors have been satisfied in accordance with the Proposal;

"Trustee" means G. Chan & Associates Inc. and its successors and assigns;

"**Trustee Service Address**" has the meaning defined in Article 27.2;

"**Trustee's Website**" has the meaning defined in Article 27.5;

"Unaffected Obligations" means the obligations of the Insolvent Person to Post Filing Creditors described in Article 11.1;

"Unsecured Claim" has the meaning defined in Article 10.8;

"Unsecured Class" has the meaning defined in Article 19.1(c);

"**Unsecured Compromise Amount**" has the meaning defined in Article 18.3;

"Unsecured Creditors" means the creditors of the Insolvent Person holding Unsecured Claims;

"**Voting Letter**" means the voting letter in the prescribed form provided by the Trustee to the Creditors with the Notice of Meeting;

"**Wage Claim**" has the meaning defined in Article 10.5;

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“Wage Claim Allocation" has the meaning defined in Article 15.2;

"Wage Claim Fund" has the meaning defined in Article 15.1; and

"Wage Claim Shortfall" has the meaning defined in Article 15.4.

1.2 Accounting Terms and Principles

All accounting terms not otherwise defined herein shall have the meanings ascribed to them in accordance with Canadian generally accepted accounting principles as set out in the CPA Canada Handbook. Accounting policies and standards of financial disclosure shall be in accordance with Canadian generally accepted accounting principles.

1.3 Currency

Unless otherwise stated herein all references to currency in the Proposal are in reference to lawful money of Canada.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Time

All times expressed herein are local time in Edmonton, Alberta unless otherwise stated.

1.6 Headings

The division of this Proposal into articles, sections, subsections, clauses and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Proposal.

1.7 Number, etc.

In this Proposal, where the context requires, a word importing the singular number shall include the plural and vice versa; and a word or words importing gender shall include all genders.

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1.8 Successors and Assigns

This Proposal shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Proposal.

Article 2. Insolvent Person

2.1 The Insolvent Person hereby submits the following Proposal under the Act.

Article 3. Trustee of Proposal

3.1 The Trustee shall be the Trustee of the Proposal.

3.2 The Trustee is acting in its capacity as Trustee under the Act and not in its personal capacity, and no officer, director, employee or agent of G. Chan & Associates Inc. shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of the Insolvent Person.

3.3 The fees and disbursements of the Trustee including legal and accounting fees incurred by the Trustee shall be paid in priority to the claims of all Creditors from the distribution of property of the Insolvent Person or otherwise.

3.4 The Trustee's fees, excluding legal and accounting fees, are in aggregate $90,000 allocated to each Group Proposal on a pro-rata basis, plus disbursements and GST. Any additional fees incurred by the Trustee shall be submitted to the Court for approval and taxation pursuant to the Act.

3.5 Any payment made by the Trustee in respect of a Proven Claim shall be made net of any levy payable to the Superintendent of Bankruptcy under the Act.

Article 4. Purpose and Effect of Proposal

4.1 The purpose of the Proposal is to allow the Insolvent Person to:

a) offer a compromise and extension to the Creditors in full and complete satisfaction of all Claims against the Insolvent Person of every nature and kind whatsoever, whether due or not due, including contingent and unliquidated Claims arising out of any transaction entered into by the Insolvent Person at law or in equity prior to the Date of Filing; and

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b) offer a compromise and release of the Released Director Claims on the terms set out in Article 16.

4.2 The Insolvent Person wishes to avoid further collection action and judicial proceedings and also wishes to avoid subjecting the creditors to the uncertainties and potential losses involved in a bankruptcy.

4.3 It is expected that the stakeholders of the Insolvent Person will derive a greater benefit from the continued operations of the Insolvent Person than would result from the discontinuation of those operations and the liquidation of its assets.

4.4 On and after the Court Approval Date, and subject to the Cross-Acceptance Condition, this Proposal shall be effective and, subject to the fulfilment by the Insolvent Person of its obligations hereunder, shall be binding on the Insolvent Person and the Creditors.

4.5 As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under this Proposal shall be final and binding on the Insolvent Person and all Creditors, and this Proposal shall constitute a full, final and absolute settlement of all rights of the holders of the Claims affected hereby, provided that nothing herein shall release the Insolvent Person from its obligation to make the payments contemplated by this Proposal.

Article 5. Meeting of Creditors

5.1 The Creditors of the Insolvent Person shall be given formal notice to attend a Meeting of Creditors at the office of the Trustee to be held virtually on November 10th, 2026 at 10am at meet.google.com/wwp-bjxq-gyv, or dial in at: +1 613-417-8489 PIN: 228 359 328#

5.2 The Creditors, with the consent of the Insolvent Person, may include such provisions or terms in the Proposal with respect to the supervision of the affairs of the Insolvent Person as they may deem advisable.

5.3 The Creditors may appoint one or more, but not exceeding five, Inspectors of the Proposal of the Insolvent Person.

5.4 The powers of the Inspectors shall be limited to advising the Trustee concerning any dispute as to the validity or valuation of Claims and on any other matter the Trustee may refer to them. Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee, and the Court may confirm, reverse or modify it. The authority and term of office of the Inspectors shall terminate upon the discharge of the Trustee.

Article 6. Conditions for Implementation of the Proposal

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6.1 That the Proposal shall be implemented upon the fulfilment of the following conditions:

a) a resolution of the Creditors to accept the Proposal as made or as altered at the Meeting of Creditors or any adjournment thereof;

b) an Order of the Court approving the Proposal; and

c) satisfaction of the Cross-Acceptance Condition in accordance with Article 6.2.

6.2 The Proposal shall terminate on the earliest of:

a) the Termination Date;

b) the bankruptcy of the Insolvent Person; and

c) the annulment of the Proposal following a default by the Insolvent Person, that is not remedied or waived in accordance with Article 9.3.

6.3 The acceptance of each of the Group Proposals by the requisite majorities of the creditors of the applicable Group Company under the Act, and the approval of each of the Group Proposals by the Court, is a condition precedent to the implementation of this Proposal and of each other Group Proposal (the "**Cross-Acceptance Condition**"). No Group Proposal shall be implemented unless and until all of the Group Proposals have been so accepted and approved.

6.4 If any Group Proposal is refused by the creditors of the applicable Group Company, or the Court refuses to approve any Group Proposal (each, a "**Failure Event**"), then all of the Group Proposals, including this Proposal, shall be withdrawn as of the date of the Failure Event.

Any vote of the Creditors on this Proposal, whether taken before or after the Failure Event, shall be of no force or effect, and the Trustee shall not apply to the Court for approval of this Proposal under section 58 of the Act or, if an application has been made, shall advise the Court of the Failure Event and shall not seek approval.

The obligation of the Insolvent Person under Article 20 to contribute the Group Proposal Fund, including any portion of it allocated to another Group Proposal, shall terminate, and the deposit referred to in Article 20.1 shall be dealt with by the Trustee in accordance with the Act and Article 28.3 shall apply.

6.5 Upon a Failure Event, each of the Group Companies, including the Insolvent Person, shall be deemed to have made an assignment in bankruptcy as of the date of the Failure Event, and the consequences provided by the Act, including sections 57 and 61 of the Act, shall follow.

Article 7. Third Party Undertakings

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7.1 There are no Guarantee Agreements or Third Party Deposit Agreements with respect to this Proposal.

Article 8. Monitoring and Supervision

8.1 That the Trustee is not providing any monitoring or supervision with respect to this Proposal.

Article 9. Default in the Performance of the Proposal

9.1 A default under Article 12.2 or Article 13.2 shall be deemed to have occurred on the date on which the Trustee is advised in writing by the CRA that such default has occurred.

9.2 A default under Article 20.1 shall occur if any payment required under that Article is not received by the Trustee on or before the date on which it is due.

9.3 Where a default occurs in the performance of any provision of the Proposal by the Insolvent Person and the default is not remedied by the Insolvent Person within thirty (30) days immediately following the date of default, or is not waived within that period by the Inspectors or, if there are no Inspectors, by a majority in dollar value of the Proven Claims of the Creditors, the Trustee shall so inform all the Creditors and the Official Receiver in the manner prescribed pursuant to the Act.

Article 10. Definition of Creditor Claims

10.1 That the claims of Creditors shall be further defined as follows:

10.2 **"Certain Crown Claims"** means any claim of the Crown for amounts of a kind that could be subject to a demand under:

a) subsections 227(4) and (4.1) of the *Income Tax Act*;

b) subsection 23(3) or (4) of the *Canada Pension Plan* or subsection 86(2) or (2.1) of the *Employment Insurance Act*; or

c) any provincial legislation that has a purpose similar to subsection 227(4) or (4.1) of the *Income Tax Act*, or to subsection 23(3) or (4) of the *Canada Pension Plan.*

10.3 **"Employee Claim"** means the Claim of an Employee for unpaid wages, salaries, commissions or other compensation for services rendered prior to the Date of Filing, excluding any portion of such Claim that constitutes a Wage Claim.

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10.4 **"Secured Claim"** means the Claim of a Person holding a mortgage, hypothec, pledge, charge or lien on or against the property of the Insolvent Person or any part of that property as security for a debt due or accruing due to that Person from the Insolvent Person, or a Person whose Claim is based on, or secured by, a negotiable instrument held as collateral security and on which the Insolvent Person is only indirectly or secondarily liable.

10.5 **"Wage Claim"** means any claim of employees and former employees of the Insolvent Person for amounts equal to the amounts that they would have been qualified to receive under paragraph 136(1)(d) of the Act if the Insolvent Person had become bankrupt on the Date of Filing, together with any wages, salaries, commissions or compensation for services rendered after the Date of Filing and before the Court Approval Date and, in the case of travelling salespersons, disbursements properly incurred by them in and about the Insolvent Person's business during the same period.

10.6 **"Director's Liability Claim"** means any claim against one or both of the Insolvent Person and the Directors that arose before the Date of Filing and that relates to obligations of the Insolvent Person where the Directors are by law liable in their capacity as directors of the Insolvent Person for the payment of such obligations, including, without limitation, claims in respect of:

a) Certain Crown Claims, including all interest, penalties and costs thereon;

b) Wage Claims and Employee Claims;

c) GST and any other amounts owing under the *Excise Tax Act*, including all interest, penalties and costs thereon;

d) workers' compensation assessments arising under any federal or provincial workers' compensation legislation; and

e) any environmental contamination or condition under any federal or provincial environmental legislation.

For greater certainty, Director's Liability Claims shall not include claims against the Directors that relate to contractual rights of one or more Creditors or that are based on allegations of misrepresentations made by the Directors to Creditors or of wrongful or oppressive conduct by the Directors.

10.7 **"Preferred Claim"** means any Claim of a kind described in subsection 136(1) of the Act, other than a Wage Claim.

10.8 **"Unsecured Claim"** means any unsecured Claim against the Insolvent Person of any nature and kind whatsoever, whether due or not due for payment at the Date of Filing, including contingent or unliquidated Claims arising out of any transaction entered into by

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the Insolvent Person at law or in equity prior to the Date of Filing, but excluding Preferred Claims, Wage Claims, Employee Claims and Certain Crown Claims.

Article 11. Arrangements Affecting Post Filing Creditors

11.1 Any indebtedness incurred by the Insolvent Person for the supply of goods, services, utilities or materials, or for funds advanced, during the period from the Date of Filing to the Court Approval Date shall be paid in full by the Insolvent Person in the ordinary course of business in accordance with regular trade terms.

11.2 Post Filing Creditors shall have no right to set off amounts owing by them to the Insolvent Person in respect of the period after the Date of Filing against Claims existing at the Date of Filing.

Article 12. Arrangements Affecting CRA

12.1 The indebtedness of the Insolvent Person to the CRA shall include all amounts owing up to and including the Date of Filing which, with the exception of the Certain Crown Claims, shall be included as an Unsecured Claim.

12.2 The Insolvent Person shall comply with the *Income Tax Act*, the *Excise Tax Act* and all other applicable tax legislation, including by filing all required statutory returns on or before their due dates and by paying all amounts for income tax, GST and source deductions, including the employer's portion where applicable, arising after the Date of Filing on or before their due dates.

12.3 The CRA shall apply all remittances for GST and source deductions made by the Insolvent Person after the Date of Filing as a credit to the Insolvent Person's respective post-filing tax accounts, except for any payment identified by the Insolvent Person as a payment on account of the Certain Crown Claims Compromise Amount.

12.4 The CRA shall have no right to set off any indebtedness of the Insolvent Person existing at the Date of Filing against any remittances made by the Insolvent Person, or any federal or provincial tax refunds payable to the Insolvent Person, in respect of any period after the Date of Filing.

Article 13. Arrangements Affecting Certain Crown Claims

13.1 The Insolvent Person is indebted to the Crown in respect of the Certain Crown Claims in the approximate amount of $1,402,037.07, exclusive of interest, penalties and costs.

13.2 With the consent of His Majesty as contemplated by subsection 60(1.1) of the Act, the

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Insolvent Person shall pay $253,241 in full and final satisfaction of the Certain Crown Claims, including all interest, penalties and costs thereon (the "**Certain Crown Claims Compromise Amount**"), over the course of 60 months, with the first payment to be made on the Payment Commencement Date. The Insolvent Person shall make the payments directly to the CRA.

Article 14. Arrangements Affecting Secured Claims

14.1 The Secured Claims of the Secured Creditors will be paid in accordance with the arrangements between the Insolvent Person and the Secured Creditors or in accordance with such other agreements as may be reached between them. For greater certainty, this Proposal shall have no effect on the rights of the Secured Creditors, other than the Crown in respect of the Certain Crown Claims.

14.2 If a Secured Creditor surrenders its security to the Trustee for the general benefit of the Creditors, then the Secured Creditor can file an Unsecured Claim.

Article 15. Arrangements Affecting Employees and Former Employees

15.1 Immediately after the Group Court Approval Date, and as required by subsection 60(1.3) of the Act, the Insolvent Person shall pay to the Trustee the sum of $72,923 (the "**Wage Claim Fund**"), being the aggregate amount of the Wage Claims under all of the Group Proposals as estimated by the Insolvent Person.

15.2 The Trustee shall allocate the Wage Claim Fund among the Group Proposals in the amounts required to pay in full the Wage Claims owing under each Group Proposal (in respect of each Group Proposal, its "**Wage Claim Allocation**"). The Trustee shall determine each Wage Claim Allocation from the books and records of the Group Companies and any proofs of claim filed, and may rely on the books and records of the Group Companies for that purpose.

15.3 The Trustee shall pay the Wage Claims under this Proposal in full from the Wage Claim Allocation for this Proposal immediately after receipt of the Wage Claim Fund.

15.4 If the Wage Claim Fund is insufficient to pay in full the Wage Claims under all of the Group Proposals (the amount of the deficiency being the "**Wage Claim Shortfall**"), the Insolvent Person shall pay the Wage Claim Shortfall to the Trustee within five (5) Business Days of written demand by the Trustee. Any balance of the Wage Claim Fund remaining after the Wage Claims under all of the Group Proposals have been paid in full shall be returned to the Insolvent Person.

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15.5 Any payment by the Insolvent Person under this Article 15 in respect of the Wage Claims under another Group Proposal is made for the purposes of Article 20.7, shall not constitute a Preference, and shall not give rise to a Claim by the Insolvent Person against any other Group Company.

15.6 Employee Claims shall be paid in accordance with Article 18.2.

Article 16. Arrangements Affecting Directors and Director Releases

16.1 Upon the full performance of the Proposal, as evidenced by the certificate of full performance issued by the Trustee pursuant to section 65.3 of the Act, and pursuant to subsection 50(13) of the Act, each of the Directors shall be fully, finally and irrevocably released and discharged from all Director's Liability Claims.

16.2 For greater certainty, the release in Article 16.1 extends to all liability of the Directors in respect of the Certain Crown Claims and GST, including liability arising under section 227.1 of the *Income Tax Act*, section 21.1 of the *Canada Pension Plan*, section 83 of the *Employment Insurance Act*, section 323 of the *Excise Tax Act* and any substantially similar provincial legislation, and extends to the full amount of such Claims, including all principal, interest, penalties, costs and other amounts assessed, levied or accruing thereon, whether such interest, penalties, costs or other amounts accrued before or after the Date of Filing.

16.3 The Director's Liability Claims together with any claim against a Director for contribution, indemnity, subrogation or reimbursement arising from or relating to any of them, and any other claim against a Director in respect of any Claim against the Insolvent Person that is compromised or discharged by this Proposal, however framed and whether arising at law, in equity, or by statute, and whether known or unknown, liquidated or unliquidated, contingent or fixed, matured or unmatured (collectively, the "**Released Director Claims**"), shall be released in accordance with this Article 16, and such release shall enure to the benefit of the Directors and their respective heirs, executors, administrators, legal personal representatives, successors and assigns. Upon the full performance of the Proposal, every Creditor shall be forever barred and enjoined from commencing, continuing or enforcing any action, proceeding, demand, execution, garnishment or other remedy against a Director in respect of any Released Director Claim.

16.4 From the Court Approval Date until the earlier of the full performance of the Proposal and the date on which the Proposal is annulled or deemed annulled, no Creditor shall commence or continue any action, proceeding or other remedy against a Director in respect of a Released Director Claim. If the Proposal is annulled or deemed annulled before its full performance, the releases in this Article 16 shall be of no force or effect, and each Creditor shall be restored to its rights against the Directors, less any amounts received by that Creditor under the Proposal.

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16.5 Notwithstanding the foregoing, and as required by subsection 50(14) of the Act, nothing in this Article 16 shall release a Director from any claim that is based on allegations of misrepresentations made by that Director to Creditors or of wrongful or oppressive conduct by that Director, or from any claim that does not relate to an indebtedness, liability or obligation of the Insolvent Person.

16.6 In consideration of the releases granted in this Article 16, and subject to Article 28.3, the Directors shall contribute to the Proposal the following (collectively, the "**Director Contributions**"):

a) Eno shall cause his corporation, Eno Energy Services, not to make a claim in the Proposal for work performed which constitutes a Claim in the amount of $193,100;

b) Eno shall cause the Eno Related Claimants not to make a claim in the Proposal, and the Eno Related Claimants shall be bound by the waiver and release in Article 28.1(b); and

c) Pickering shall cause his corporation, KRP Designs Inc., not to make a claim in the Proposal for work performed which constitutes a Claim in the amount of $521,217.20.

Article 17. Arrangements Affecting Preferred Claims

17.1 The funds available for distribution under this Proposal shall be distributed by the Trustee to the Creditors with Preferred Claims in priority to the Creditors with Unsecured Claims, in accordance with Article 21.

17.2 The Insolvent Person has arrears of rent relating to the Roscher Lease which, to the extent that those arrears arose in the three months immediately preceding the Date of Filing, constitute a Preferred Claim pursuant to paragraph 136(1)(f) of the Act, together with accelerated rent (if the Roscher Lease entitles Roscher to accelerated rent) for a period not exceeding three months following the Date of Filing (the "**Roscher Preferred Claim**").

17.3 The total amount payable to Roscher pursuant to the Roscher Preferred Claim shall be quantified based on the realization from the property on the Roscher Premises, if any.

17.4 The Insolvent Person has arrears of rent relating to the FSH Lease which, to the extent that those arrears arose in the three months immediately preceding the Date of Filing, constitute a Preferred Claim pursuant to paragraph 136(1)(f) of the Act, together with accelerated rent (if the FSH Lease entitles FSH to accelerated rent) for a period not exceeding three months following the Date of Filing (the "**FSH Preferred Claim**").

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17.5 The total amount payable to FSH pursuant to the FSH Preferred Claim shall be quantified based on the realization from the property on the FSH Premises, if any.

Article 18. Arrangements Affecting Unsecured Claims

18.1 That the funds available for distribution in this Proposal shall be distributed by the Trustee to the Creditors with Unsecured Claims upon payment by the Insolvent Person in accordance with Article 21.

18.2 That Employee Claims shall receive payment of 100 cents on the dollar, over the course of 6 months, with the first payment to be made on the Payment Commencement Date (the "**Employee Amounts**").

18.3 That all ordinary Unsecured Creditors shall receive payment as follows:

a) payment in full of the first $10,000 of each Unsecured Creditor's Claim; and

b) a pro rata distribution of the remaining funds available for distribution on the balance of each Unsecured Creditor's Claim after the payment referred to in Article 18.3(a), which is estimated to be approximately 30 cents on the dollar of such balance.

(collectively, the "**Unsecured Compromise Amount**").

18.4 That payment of the Unsecured Compromise Amount will be made over the course of 60 months with the first payment to be made on the Payment Commencement Date.

Article 19. Classes of Preferred and Unsecured Claims

19.1 That for the purpose of considering and voting on this Proposal, Creditors shall be comprised of the following classes:

a) a class made up of the Crown with respect to the Certain Crown Claims Compromise Amount (the **"Crown Deemed Trust Class"**);

b) a class made up of Employees with respect to the Employee Amounts (the "**Employee Class**"); and

c) a class made up of Creditors holding Preferred Claims and Unsecured Claims (the "**Unsecured Class**").

Article 20. Contributions to the Proposal and other Group Proposals by the Insolvent Person and Preferences

20.1 The Insolvent Person shall contribute to the Trustee the aggregate sum of $2,265,802 for the purpose of funding all of the Group Proposals, including this Proposal (the "**Group**

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Proposal Fund"). The Insolvent Person has provided the Trustee with an initial deposit of $25,000. The balance of $2,240,802 shall be paid to the Trustee in the following manner:

a) monthly payments of $53,015.50 due on or before the last day of each month, commencing on the Payment Commencement Date for a period of 12 consecutive months, with a last payment occurring on April 30, 2028; and

b) monthly payments of $33,429.50 due on or before the last day of each month, commencing on May 31, 2028 for a period of 48 consecutive months, with a last payment occurring on or before April 30, 2032.

Of the Group Proposal Fund, the sum of approximately $1,019,384.73 shall be allocated by the Trustee to this Proposal and paid to the Creditors of the Insolvent Person in accordance with Article 21.

20.2 The sum referred to in Article 20.1 may be prepaid by the Insolvent Person, in whole or in part, at any time without penalty, and any prepayment shall be applied by the Trustee in accordance with Article 21. No payment or prepayment made by the Insolvent Person pursuant to this Proposal shall constitute a Preference.

20.3 For the purposes of this Proposal, a "**Preference**" means any transfer of property, payment, charge on property, provision of services, obligation incurred or judicial proceeding taken or suffered by the Insolvent Person in favour of a creditor, or of a Person in trust for a creditor, the effect of which is to give that creditor a preference over the other creditors of the Insolvent Person. A Preference may include, without limitation, the payment of all or part of an antecedent debt, the granting of security for an existing unsecured debt, the transfer or return of property to a creditor in satisfaction of an existing debt, the creation of a right of set-off not otherwise available, and any other dealing that improves the position of one creditor relative to the other creditors.

20.4 Preferences and other reviewable transactions are governed under the Act principally by section 95 (preferences), section 96 (transfers at undervalue) and section 101 (dividends and share redemptions), with arm's length and non-arm's length dealings distinguished in accordance with section 4. Pursuant to section 101.1 of the Act and Article 26, sections 95 to 101 of the Act shall not apply to this Proposal.

20.5 In Alberta, transactions made with intent to defeat, hinder, delay or prejudice creditors, or to give a creditor an unjust preference, may also be challenged under the *Fraudulent Preferences Act*, RSA 2000, c F-24, and the *Fraudulent Conveyances Act*, 1571, 13 Eliz. I, c. 5 (the "**Statute of Elizabeth**"), which forms part of the law of Alberta, and may be relevant under the *Business Corporations Act*, RSA 2000, c B-9.

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20.6 No payment made by the Insolvent Person pursuant to this Proposal, including any prepayment under Article 20.2, shall constitute a Preference and, to the fullest extent permitted by law, each Creditor bound by this Proposal waives any right to challenge, as against the Insolvent Person, the Directors or the Trustee, any transaction entered into by the Insolvent Person before the Date of Filing under the legislation referred to in Article 20.5.

20.7 The Insolvent Person is the parent company of the Group of Companies and is the contracting party under substantially all of the customer and operating contracts of the Group of Companies. Accordingly, the revenues of the Group of Companies are received by the Insolvent Person, and the Insolvent Person has historically used those revenues to pay the employees and contractors of each of Onsite3D Industrial Services Ltd. and Onsite3D Digital Solutions Ltd., as well as its own employees and contractors.

The Group Proposal Fund contributed by the Insolvent Person pursuant to Article 20.1 shall fund the payments required under this Proposal and the payments required under each other Group Proposal. The Trustee shall allocate and distribute the funds contributed by the Insolvent Person among the Group Proposals in the amounts and in the manner required by each Group Proposal, and the Insolvent Person shall be the sole source of the funds required to be paid to the Trustee under each of the Group Proposals.

Any payment made by the Insolvent Person to the Trustee for the purpose of funding another Group Proposal shall not constitute a Preference, shall not give rise to a Claim by the Insolvent Person against, or a claim in the proposal proceedings of, any other Group Company, and shall not be considered a payment to or for the benefit of any particular Creditor of the Insolvent Person. Creditors of the Insolvent Person shall have no right to object to, or claim any interest in, the funds contributed by the Insolvent Person for the purpose of funding the other Group Proposals.

Article 21. Distribution and Priority of Payments

21.1 The claims of the Creditors shall be paid by the Trustee from the distribution of the property of the Insolvent Person in the following manner and priority:

a) payment of the fees and disbursements of the Trustee including GST;

b) payment of the levy payable to the Superintendent of Bankruptcy under the Act;

c) payment of the Wage Claims referred to in Article 15.1, to the extent not paid directly by the Insolvent Person;

d) payment on a pro rata basis of the Preferred Claims; and

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e) payment of the Unsecured Compromise Amount and Employee Amounts on a pro rata basis.

21.2 That the Trustee shall distribute dividends, where applicable, once every three (3) months following Court approval of the Proposal or as funds are made available.

Article 22. Comparative Analysis – Division I Proposal vs. Bankruptcy

22.1 That the Comparative Analysis of Projected Dividends, attached to this Proposal as Exhibit "A", calculates the estimated funds available for distribution to the Creditors with Unsecured Claims pursuant to the Proposal at the sum of $820,050.73 representing a dividend of 39.4%.

22.2 That, conversely, the Comparative Analysis calculates the estimated funds available for distribution to the Unsecured Creditors in a bankruptcy of the Insolvent Person at the sum of $0, representing a dividend of 0%.

Article 23. Security for the Performance of the Proposal

23.1 That the assets of the Insolvent Person are not of a value equal to fifty (50) cents on the dollar on the amount of the Insolvent Person's unsecured liabilities.

23.2 That the Proposal provides for payment to the Unsecured Creditors of an amount less than fifty (50) cents on the dollar on all the Unsecured Claims.

23.3 That security for the performance of the Proposal shall be $25,000 being the amount of the deposit provided to the Trustee by the Insolvent Person for the purposes of all Group Proposals.

Article 24. Applicable Dates, Valuation of Claims, Voting and Acceptance

24.1 The Creditors must vote their claims by either returning a properly completed Voting Letter to the Trustee prior to the Meeting of Creditors, or by attending at the Meeting of Creditors and voting in person or by proxy.

24.2 That proxies and voting letters intended to be used at the Meeting of Creditors must be lodged with the Trustee prior to the Meeting of Creditors.

24.3 As required by subsection 54(2) of the Act, the acceptance of the Proposal by the Creditors requires that, in each Class, a majority in number of the Creditors of that Class who vote, either by Voting Letter or in person or by proxy at the Meeting of Creditors, representing

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at least two-thirds in value of the Proven Claims of the Creditors of that Class who so vote, vote for the acceptance of the Proposal.

24.4 That for the purpose of voting on any question relating to the Proposal, no Creditor has a claim for a Wage Claim, as per subsection 60(1.4) of the Act.

24.5 All Creditors shall file a proof of claim with the Trustee in respect of their Claims on or before 5:00 p.m. (Mountain Standard Time) on January 20, 2027 (the "**Claims Bar Date**"). Any Creditor who fails to file its proof of claim by the Claims Bar Date shall have its Claim forever barred and extinguished.

24.6 The Claims of all Creditors shall be valued by the Trustee as at the Date of Filing.

24.7 The procedure for determining and valuing contingent or unliquidated Claims, and for disallowing and resolving disputes with respect to Claims, shall be as set out in section 135 of the Act. The Trustee may seek the assistance of the Court in valuing any Claim where required to ascertain the result of any vote or the amount payable to a Creditor under this Proposal.

24.8 For the purposes of this Proposal, Claims denominated in a currency other than Canadian dollars shall be converted to Canadian dollars at the Bank of Canada daily exchange rate in effect on the Date of Filing.

Article 25. Modifications and Amendments

25.1 That the Insolvent Person reserves the right to file an Amended Proposal at any time prior to the Meeting of Creditors held to consider and vote on the acceptance of the Proposal and in the event of any Amended Proposal being filed the Amended Proposal shall be provided to the Creditors prior to any vote being taken by the Creditors to approve the Proposal or Amended Proposal.

25.2 That the Insolvent Person reserves the right to propose any amendment or modification to the Proposal or Amended Proposal at any Meeting of Creditors.

25.3 The Trustee, with the approval of the Court and without notice to the Creditors, may agree to concur in any modification or amendment to the Proposal after the Creditors have voted on the Proposal, including without limiting the generality of the foregoing, any extension of time for carrying out the terms of the Proposal or for taking any steps or proceedings hereunder, other than any modification or amendments which would materially adversely affect the rights of any Creditor.

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25.4 After the Meeting of Creditors, this Proposal may be modified, amended, or supplemented from time to time by the Insolvent Person, without a further Meeting of Creditors or an order of the Court, provided that the amendment is considered by the Trustee to be non-substantive, administrative or clerical in nature and is made with the written approval of the Trustee and, if Inspectors have been appointed, a majority of the Inspectors.

Article 26. Non-Application of Sections 95 to 101 of the Act

26.1 Pursuant to section 101.1 of the Act, sections 95 to 101 of the Act shall not apply to this Proposal, and neither the Trustee nor any Creditor shall be entitled to avail itself of those sections in respect of the Insolvent Person or this Proposal.

Article 27. Notice

27.1 Any notice, demand, document or other communication (each, a **"Notice"**) required or permitted to be made or given under the Proposal shall be in writing and shall be made or given by email, or, where expressly permitted by this Article 27, by posting to the Trustee's Website, in each case in accordance with this Article 27.

27.2 Any Notice to be made or given under the Proposal to the Trustee shall be sent by email to creditors@gcalit.ca (the "**Trustee Service Address**").

27.3 Any Notice to be made or given under the Proposal to the Insolvent Person shall be sent by Registered Mail to its registered office, and by email to its counsel: Ogilvie Law, Attention: Susy Trace, at strace@ogilvielaw.com (the **"Insolvent Person Service Address"**).

27.4 Any Notice to be made or given under the Proposal to a Creditor shall be sent by email to:

a) the email address specified by such Creditor in its proof of claim or in any other written communication delivered by such Creditor to the Trustee in accordance with this Article 27; or

b) if no such email address has been specified, the last known email address of such Creditor according to the books and records of the Insolvent Person (in either case, the **"Creditor Email Address"**).

27.5 Where neither the Insolvent Person nor the Trustee has a Creditor Email Address for a Creditor, Notice to such Creditor shall be validly given by posting such Notice to the Trustee's website for these proceedings at https://www.gcalit.ca/onsite3d-ltd (the **"Trustee's Website"**), and such posting shall constitute good and sufficient service of such Notice on such Creditor.

27.6 Any Notice sent by email to the Trustee Service Address, the Insolvent Person Service

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Address or a Creditor Email Address in accordance with this Article 27 shall be deemed to have been received on the first Business Day following the day on which it is sent, and any Notice posted to the Trustee's Website in accordance with Article 27.5 shall be deemed to have been received on the first Business Day following the day on which it is posted.

Article 28. Consents, Waivers and Releases

28.1 As at 12:01 a.m. on the Implementation Date, and without any further act or formality:

a) the consent of the CRA (either by voting in favour of the Proposal or written consent under subsection 60(1.1) of the Act) to the Certain Crown Claims not being paid in full within six months after the Court Approval Date, and to the payment of the Certain Crown Claims Compromise Amount in accordance with Article 13.2, shall come into effect;

b) each of Eno Energy Services, KRP Designs Inc., and the Eno Related Claimants shall be deemed to have irrevocably waived and released any right to file a proof of claim in, vote on, or receive any distribution under, this Proposal in respect of any Claim against the Insolvent Person; and

c) each of Eno and Pickering shall be deemed to have irrevocably waived and released any right to file a proof of claim in, vote on, or receive any distribution under, this Proposal in respect of any Claim against the Insolvent Person.

28.2 Each of the consents, waivers and releases in Article 28.1 shall be deemed to have been given, made and effective as of the Implementation Date. Nothing in this Article 28 releases any Director from any obligation under a guarantee given by that Director, or from any claim referred to in subsection 50(14) of the Act, and nothing herein releases the Insolvent Person from its obligation to make the payments contemplated by this Proposal.

28.3 Notwithstanding Article 16.6, Article 28.1 or any other provision of this Proposal, the Director Contributions and the waivers and releases given by or on behalf of the Directors, Eno Energy Services, KRP Designs Inc. and the Eno Related Claimants (collectively, the "**Waiving Parties**") are given solely in support of, and are conditional upon, the implementation of this Proposal and the other Group Proposals. If the Proposal is refused by the Creditors, the Court refuses to approve the Proposal, a Failure Event occurs, or the Proposal is otherwise not implemented or is annulled or deemed annulled, then such Director Contributions, waivers and releases shall be of no force or effect, and each of the Waiving Parties shall be entitled to file a proof of claim in respect of its full Claim against the Insolvent Person, or against any other Group Company, in any bankruptcy of the Insolvent Person or such Group Company, including any bankruptcy deemed to occur pursuant to Article 6.4, and to vote on and participate in any distribution in such bankruptcy in the same manner as any other creditor, without prejudice to the rights of the trustee in

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bankruptcy to review and determine such Claim in accordance with the Act. The Claims Bar Date shall not apply to bar any such claim.

Article 29. General

29.1 As at 12:01 a.m. on the Implementation Date, each Creditor shall be deemed to have waived any default by the Insolvent Person under any agreement with that Creditor that occurred on or before the Implementation Date, and, in the event of any conflict between any such agreement and this Proposal, the provisions of this Proposal shall prevail and such agreement shall be deemed amended accordingly.

29.2 Subject to any Order of the Court, the Insolvent Person shall remain in possession and control of its property and shall continue to carry on its business, both before and after the implementation of this Proposal.

29.3 This Proposal shall be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

29.4 The deeming provisions in this Proposal are not rebuttable and are conclusive and irrevocable.

29.5 The unintentional failure to give any Notice contemplated by this Proposal to any particular Creditor shall not invalidate this Proposal or any action taken by any Person pursuant to it.

Dated at the Town of Sylvan Lake in the Province of Alberta this 20th day of October 2026.

ONSITE3D LTD.

Signed by:

4EBB3FE2115C4B7...

Wade Tyler Eno
Principal Officer

Docusign Envelope ID: 7D469E1A-0D36-8EBC-81E6-CA97D0557549

EXHIBIT “A”- COMPARATIVE ANALYSIS

Docusign Envelope ID: 7D469E1A-0D36-8EBC-81E6-CA97D0557549

District of Alberta
Division No. 01-Edmonton
Court No. 24-3389146
Estate No. 24-3389146

EXHIBIT "A"

IN THE MATTER OF THE DIVISION I PROPOSAL OF
ONSITE3D LTD.

COMPARATIVE ANALYSIS

BANKRUPTCY - ORDINARY ADMINISTRATION		**DIVISION I PROPOSAL**	
Receipts:		**Receipts:**	
Asset realizations (estimated realizable value per Statement of Affairs)	$2,001,156.22	Allocated share of Group Proposal Fund paid to the Trustee (Art. 20.1)	$1,019,384.73
		Crown Compromise Amount paid directly to CRA (Art. 13.2)	$253,241.00
Total:	**$2,001,156.22**	**Total:**	**$1,272,625.73**
Disbursements:		**Disbursements:**	
Administration Charge - NOI professionals (Court-ordered; fully consumed)	$250,000.00	Estimated Trustee fees - proposal (allocated share of group estimate)	$40,491.02
Estimated Trustee fees - bankruptcy	$100,000.00	Legal fees (allocated share of group estimate)	$26,994.01
Legal fees	$50,000.00	Official Receiver fees	$80.95
Official Receiver fees	$179.92	GST	$3,374.25
GST	$7,500.00		
Total:	**$407,679.92**	**Total:**	**$70,940.22**
Amount Available for Distribution:	**$1,593,476.30**	**Amount Available for Distribution:**	**$1,201,685.51**
Less Superintendent's Levy:	$9,116.15	Less Superintendent's Levy:	$45,164.02
Amount Available to Creditors:	**$1,584,360.15**	**Amount Available to Creditors:**	**$1,156,521.48**
Estimated Recovery by Class:		**Estimated Recovery by Class:**	
1. Secured creditors - specific equipment financing (9 creditors)		**1. Secured creditors - not affected by the Proposal (Art. 14)**	
Estimated claim	$16,944.82	Estimated claim	$599,119.15
Estimated distribution	$16,944.82	Estimated distribution	*Not compromised*
Estimated return (%)	100.0%	Estimated return (%)	*n/a*
Balance remaining	$1,567,415.33	Balance remaining	$1,156,521.48
2. Canada Revenue Agency - deemed trust, unremitted source deductions		**2. Crown Deemed Trust Class - Certain Crown Claims (Art. 13)**	
Estimated claim	$1,402,037.07	Estimated claim	$1,402,037.07
Estimated distribution	$1,402,037.07	Estimated distribution	$253,241.00
Estimated return (%)	100.0%	Estimated return (%)	18.1%
Balance remaining	$165,378.26	Balance remaining	$903,280.48
3. 1146991 Alberta Inc. o/a Factors Western - secured claim (GSA)		**3. Factors Western (deficiency) and CNV - not party to the Proposal (memo)**	
Estimated claim	$582,174.33	Estimated claim	$15,169,355.40
Estimated distribution	$165,378.26	Estimated distribution	*Nil - excluded*
Estimated return (%)	28.4%	Estimated return (%)	*n/a*
Balance remaining	-	Balance remaining	$903,280.48
4. Preferred claims - wages, s. 136(1)(d) BIA (first $2,000 per employee)		**4. Wage Claims - paid on Court approval (s. 60(1.3) BIA; allocation estimated)**	
Estimated claim	$14,000.00	Estimated claim	$18,681.41
Estimated distribution	-	Estimated distribution	$18,681.41
Estimated return (%)	-	Estimated return (%)	100.0%
Balance remaining	-	Balance remaining	$884,599.07
5. Employee claims - balance above $2,000 (unsecured in a bankruptcy)		**5. Employee Class - balance of Employee Claims (Art. 18.2 - 100 cents on the dollar)**	
Estimated claim	$64,548.34	Estimated claim	$64,548.34
Estimated distribution	-	Estimated distribution	$64,548.34
Estimated return (%)	-	Estimated return (%)	100.0%
Balance remaining	-	Balance remaining	$820,050.73
6. Other preferred and ordinary unsecured creditors per SOA (incl. landlords)		**6. Unsecured Class incl. Preferred Claims (47 creditors; excl. $810,871 waived, Art. 16.6)**	
Estimated claim	$18,061,106.11	Estimated claim	$2,080,879.51
Estimated distribution	-	Estimated distribution	$820,050.73
Estimated return (%)	-	Estimated return (%)	39.4%
Balance remaining	-	Balance remaining	-
		of which: first $10,000 of each claim paid in full (Art. 18.3(a))	*$298,347.49*
		of which: pro rata distribution on balance of claims (Art. 18.3(b))	*$521,703.24*
		pro rata distribution as % of balance of claims above $10,000	*29.3%*
Estimated surplus after all classes	**-**	**Estimated surplus after all classes**	**-**

Notes:

1. Claims are as sworn in the Form 78 Statement of Affairs dated October 20, 2026 (see the Claims tab). Secured creditors are shown at the value of their security; the balance of each secured creditor's claim is unsecured.

2. Bankruptcy: asset values are the estimated realizable (forced liquidation) values in the Statement of Affairs. The Administration Charge (a capped amount inclusive of GST), Trustee fees and legal fees rank ahead of the CRA deemed trust on the assumption that CRA consents to those costs being paid from deemed trust property; absent that consent the Trustee would have no funding to realize the assets. The Superintendent's levy applies to distributions to secured and unsecured creditors; deemed-trust property is not subject to the levy.

3. Proposal: receipts are this estate's allocated share of the Group Proposal Fund contributed by Onsite3D Ltd. (Art. 20) plus the Certain Crown Claims Compromise Amount paid directly to CRA (Art. 13.2), which is in full satisfaction of the Certain Crown Claims including interest, penalties and costs. Trustee fees, legal fees and GST are allocated across the three Group Proposals pro rata to each estate's share of the Group Proposal Fund.

4. Wage Claims (s. 60(1.3) BIA) of $72,923 in aggregate are paid to the Trustee on Court approval from the Group Proposal Fund and allocated among the three estates; the allocation shown is an estimate pro rata to the first $2,000 of each employee's claim per the Statements of Affairs. The Employee Class is the balance of the Employee Claims above that amount.

5. The Proposal is not made to 1146991 Alberta Inc. o/a Factors Western or Capital Now Ventures Inc.; their claims are excluded from every class under the Proposal and are shown for comparison only.

6. The Superintendent's levy is calculated under s. 123 of the Bankruptcy and Insolvency General Rules on payments made by the Trustee and, under the Proposal, is paid from the Group Proposal Fund; no levy applies to the Crown Compromise Amount paid directly by the Insolvent Person. Preferred Claims (landlords' three-months rent, Art. 17) have not been quantified and are included with the Unsecured Class at the amounts sworn in the Statement of Affairs.

Guidance for Completing Form 31, Proof of Claim

Form 31, Proof of Claim

Form 31 is used to file a proof of claim under the Bankruptcy and Insolvency Act (the Act).

If you need more information in completing this Form, contact the Licensed Insolvency Trustee (LIT) responsible for the administration of the estate.

The form should be completed by:

- Creditors or their authorized representatives in response to a proposal or bankruptcy.

Creditor Contact Information

The creditor′s preferred contact details for correspondence about the claim.

- This can be a mailing address, fax number or email address.
- More than one type of contact can be provided. The LIT will then have the discretion to send correspondence by one of these options.

The creditor's mailing address **must** be given to allow the LIT to distribute any estate funds.
Name a contact person to receive correspondence about the claim.

- This can be the creditor or the name or position of a creditor representative.
- A telephone number for the contact person can be given for communication with the LIT.

Additional Details

Enter the following:

- Select if the claim relates to a bankruptcy, a proposal or a receivership.
- The full legal name of the debtor, or the full legal or trade name of the debtor corporation.
- The city and province of the debtor.
- The full legal name of the creditor.

The type of proceeding and the name and city of the debtor may be pre-filled by the LIT.

Creditor Information

Enter the following:

- The full name of the creditor or creditor representative.
- The city and province of the creditor or creditor representative.

Creditor Statement

The creditor or creditor representative confirms that all information related to the creditor's claim is true and completed to the best of their knowledge.

Paragraphs 1 and 2:

- If you are an employee the creditor or a creditor representative, supply your position or job title, and the full legal name of your employer.
- If the creditor is a corporation, the person completing the form must confirm that they have the authority to bind the creditor.

Paragraph 3

Claim details:

- Select if the claim relates to a bankruptcy, a receivership, a proposal or a proposal made following a notice of intention.
- The filing date of the proceeding (day, month, and year).
    - This date may be pre-filled by the LIT.
- The full amount, in Canadian dollars, the debtor owes the creditor on the date of the proceedings, minus any counterclaims to which the debtor is entitled.
    - If the amount owing was payable in a currency other than Canadian dollars, it should be converted to Canadian dollars at the rate provided in the proposal.
    - If there is no specified rate, use the exchange rate on the filing date provided above.
- Attach supporting documents to provide all relevant details to prove the claim. This allows the LIT to examine the claim and decide whether to allow it.

Paragraph 4

Confirmation of debt status:

- Select whether all, part or none of the debt is statute-barred.
    - A debt is statute-barred when legislation extinguishes the debt or bars a creditor from taking legal action to recover on it due to the passage of time, known as the limitation period.
    - The specific conditions and the time for a debt to become statute-barred vary depending on the circumstances and relevant legislation. For most unsecured liabilities, the general limitation period is between two and six years.
    - A statute-barred debt is not a provable claim under the Act. If you have a claim, it is advisable to seek legal advice to confirm the relevant legislation and limitation period that apply to your claim.

Paragraph 5

Claim Details:

- Provide the date (day, month, and year) when payment was owed and the date (day, month, and year) of the last payment made by the debtor for the debt, if any.
- Provide the date of the debtor's most recent acknowledgment of the debt, if any.
- Include all relevant details about the debt or obligation, e.g., the nature and history of the claim, how and when the debt or obligation was contracted, etc.

Paragraph 6

Type of Claim (according to the Act)

Check each applicable category for the claim or claims and include the required information and supporting documentation for each claim.

A. **Unsecured Claim:**
    - For a claim against a securities firm, omit any amount claimed against the customer pool fund.

Priority claims:

If not claiming a right to a priority, check the first box and enter the amount for which there is no priority being claimed.

If claiming a right to a priority under any of paragraphs 136(1)(d), (d.01), (d.02), (d.1), (e), (f), (g) or (i) of the Act, check the corresponding box and enter the amount for which a priority is claimed.

- **Employee claims**: For unpaid wages, salaries, commissions or compensation of up to $2000, for work done during the six months preceding the bankruptcy or receivership, check the paragraph 136(1)(d) box. The details of the claim must also be provided in section E.
- **Secured creditor claims**: For the amount not received from the realization of the security because of the legislated security for unpaid wages or pension plans for the benefit of the debtor's employees, check the paragraph 136(1)(d.01) or 136(1)(d.02) box.
- **Former partner or child support claim**s: For unpaid alimony, alimentary pension, support or maintenance of a former partner or child for a lump sum or periodic payment for amounts due in the year before the bankruptcy or proposal, check the paragraph 136(1)(d.01) box.
- **Municipal tax claims**: For unpaid property taxes owed for the last two years before the bankruptcy or proposal and for which the municipality has not registered on title, check the paragraph 136(1)(e) box.
- **Lessor claims**: For unpaid rent for the three months before the bankruptcy or proposal or accelerated rent for the three months after the bankruptcy or proposal, check the paragraph 136(1)(f) box.
- **Creditor cost claim**s: For legal fees and costs paid by a creditor for any process against the property of the debtor filed before the bankruptcy or proposal, check the paragraph 136(1)(g) box.
- **Insurer claims**: For claims of insurers who paid money for injuries to the debtor's employees not covered by the provisions of any workers' compensation legislation, check the paragraph 136(1)(i) box.

The total amount of all the amounts in priority must correspond to the total amount for unsecured claims reported at A.

B. **Lessor's claim for a disclaimer of a lease:**

- This is only available if the debtor used a proposal to end a commercial lease.
- Provide details of the claim, including calculations on which the claim is based.

C. **Secured claim**:

- Provide the amount of the secured debt and complete details of the security, including the date the security was given and the value at which it is assessed at the date of completing the form.
- Include copies of security and registration documents.

D. **Claims by Farmers, Fishers or Aquaculturists:**

- The amount entered on both lines should be the same.
- This claim only applies to inventory supplied by farmers, fishers or aquaculturists within 15 days of the bankruptcy date or receiver's appointment (see the filing date at Paragraph 3).
- Include sales agreements and delivery receipts.

E. **Claims by Wage Earner:**

- If the claim relates to the bankruptcy of the employer, check the subsection 81.3(8) box.
  - Enter the amount claimed for unpaid wages for work done within six months before the bankruptcy.
- If the claim relates to the appointment of a receiver to the property of the employer, check the subsection 81.4(8) box.
  - Enter the amount claimed for unpaid wages for work done within six months before the receiver's appointment.
  - A priority claim can often be filed at A for these unpaid wages under paragraph 136(1)(d).

F. **Claims by Pension Plans:**

- This claim should be filed by the pension plan administrator, not by the employee or former employee of the debtor.
- If the claim relates to the employer's bankruptcy, check the section 81.5 box.
  - Enter the amount claimed for unpaid amounts from the pension plan.
- If the claim relates to the appointment of a receiver to the property of the employer, check the section 81.6 box.
  - Enter the amount claimed for unpaid amounts from the pension plan.

G. **Claims against Directors:**

- This only applies to corporations that have filed a proposal that includes a compromise or protection from claims against the directors of the corporation made under subsection 50(13).
- A director of a corporation other than an income trust means a person who holds the position of a director regardless of their title, and in the case of an income trust, a person holding the position of trustee by any name.
- Fully explain the claim and include detailed calculations upon which the claim is based.

H. **Claims by a customer of a bankrupt securities firm:**

- A securities firm refers to a business that buys and sells securities, such as shares, mutual funds shares, notes, bonds, debentures, commodity futures, or derivatives, on behalf of its customers.
- The amount claimed must be for the net equity of the customer:
  - This is the value of the securities in the customer's account, had it been liquidated at the close of business on the date of bankruptcy, less any amount owed by the customer to the securities firm on the same date.
- Include detailed calculations upon which the claim is based.

Paragraph 7

Relationship to the Debtor

- Indicate whether the creditor is related to the debtor:
  - Individuals are related if they are connected by blood, marriage, common-law partnership, or adoption.
  - Corporations are typically related to individuals who control them, as well as other corporations controlled by the same persons or are part of the same group of corporations.
- Indicate whether the creditor has dealt with the debtor in a non-arm's length manner:
  - Non-arm's length refers to a relationship or transaction between parties who are related to each other.
  - Creditors related to the debtor are generally considered not to deal with each other at arm's length.

Paragraph 8

Payment and Credits

List all payments received from the debtor and credit extended to the debtor during the designated period.

- Designated period:
  - For related persons or persons who are not at arm's length, the designated period is twelve months before the date of filing in Paragraph 3.
  - Otherwise, the designated period is three months before the date of filing in Paragraph 3.
- Provide information on any transfers at undervalue by the debtor that the creditor was a party to, or is aware of, for the designated period.
  - Transfers at undervalue include all transactions, either for goods or services, for which the debtor received conspicuously less than reasonable value.
- Include all details of payments, credits or any transfers at undervalue.

Paragraph 9

Request for Information

If the proof of claim relates to an individual bankrupt, you can request to receive specific information by checking the applicable box.

Check the first box to be informed whenever the LIT reviews the bankrupt's financial situation, redetermines if they must make surplus income payments to the estate, and the new amount of these payments.

Check the second box to receive a copy of the LIT's report on the discharge of the bankrupt which includes information such as the reasons for bankruptcy, the bankrupt's conduct, performance of their required duties, and other relevant facts.

- The LIT will send a copy of the report to the creditor using the contact information provided in the **Creditor Contact Information** section.

Paragraph 10

Signature

The person completing the form must sign it and include the location and specific date (day, month, and year) they signed it.

- Signing this form binds the creditor and attests that the information is full, true and complete to the best of their knowledge.
- It is a serious offence for a creditor to include any false information or to make any false claims with the intent to defraud. The offence can result in a fine of up to $5,000, imprisonment for up to one year, or both.

District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 31 / 36
Proof of Claim / Proxy

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: _____
Facsimile: _____
Email: _____
Contact person name or position: _____
Telephone number for contact person: _____

In the matter of the proposal of ONSITE3D Ltd. of the city of Red Deer in the Province of Alberta and the claim of _____, creditor.

I, _____, of the city of _____, a creditor in the above matter, hereby appoint _____, of _____, to be my proxyholder in the above matter, except as to the receipt of dividends,_____ with or without) power to appoint another proxyholder in his or her place.

I, _____ *(name of creditor or representative of the creditor)*, of _____ *(city and province)*, do hereby certify:

1. That I am a creditor of the above named debtor (or that I am _____ *(state position or title)* of _____, *(name of creditor or representative of the creditor)* and that I am authorized to represent and *(if the creditor is a corporation*) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of proposal, namely the 22nd day of June 2026, and still is, indebted to the creditor in the sum of $_____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of proposal.
(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the _____ day of _____ _____, and that the last payment, if any, on this debt by the debtor to the creditor was made on the _____ day of _____ _____, and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the _____ day of _____ _____, as follows:
(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

☐ **A. Unsecured claim of** $_____

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

That in respect of this debt, I do not hold any assets of the debtor as security and:
(Check appropriate description)

☐ Regarding the amount of $_____, I do not claim a right to a priority.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(g) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

☐ **B. Claim of Lessor for disclaimer of a lease of** $_____

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **C. Secured claim of** $_____

That in respect of this debt, I hold assets of the debtor valued at $_____ as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

☐ **D. Claim by Farmer, Fisherman or Aquaculturist of** $_____

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of $ _____
(Attach a copy of sales agreement and delivery receipts)

☐ **E. Claim by Wage Earner of** $_____

☐ That I make a claim under subsection 81.3(8) of the Act in the amount of $_____,

☐ That I make a claim under subsection 81.4(8) of the Act in the amount of $_____,

☐ **F. Claim by Pension Plan for unpaid amount of** $_____

☐ That I make a claim under subsection 81.5 of the Act in the amount of $_____,

☐ That I make a claim under subsection 81.6 of the Act in the amount of $_____,

☐ **G. Claim against Director of** $_____

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **H. Claim of a Customer of a Bankrupt Securities Firm of** $_____

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at _____, this _____ day of _____, _____.

_____
Witness

_____
Witness

_____
Individual Creditor

_____
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

Phone Number: _____
Fax Number: _____
E-mail Address: _____

G. Chan & Associates Inc. - Licensed Insolvency Trustee

_____
201, 9426 51 Ave NW
Edmonton AB T6E 5A6
Fax: (780) 306-4986
E-mail: creditors@gcalit.ca

District of: Alberta
Division No. 01 - Edmonton
Court No. 24-3389146
Estate No. 24-3389146

FORM 37

Voting Letter
(Paragraph 51(1)(f) of the Act)

I, _____, creditor (or I, _____, representative of _____, creditor), of _____, a creditor in the above matter for the sum of $ _____ , hereby request the trustee acting with respect to the proposal of ONSITE3D Ltd., to record my vote _____ (for or against) the acceptance of the proposal as made on the _____ day of _____, _____.

Dated at _____, this _____ day of _____ _____.

_____
Witness

_____
Individual Creditor

_____
Witness

_____
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

G. Chan & Associates Inc. - Licensed Insolvency Trustee
Per:

_____
Garrett Chan - Licensed Insolvency Trustee
201, 9426 51 Ave NW
Edmonton AB T6E 5A6
Fax: (780) 306-4986
E-mail: creditors@gcalit.ca