

COURT FILE NUMBER           **2601-05153**

COURT                            COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE             CALGARY

PLAINTIFF/APPLICANT       **ACES CANADA SPV III ULC**

DEFENDANT/RESPONDENT   **BLUE SKY RESOURCES LTD.**

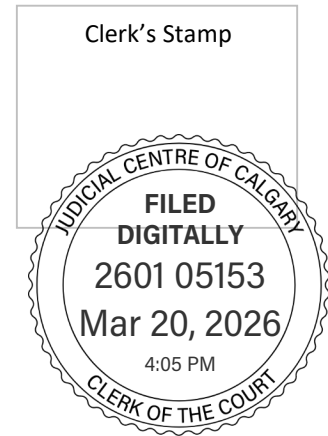
DOCUMENT                   **APPLICATION FOR THE APPOINTMENT OF A RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT       **BORDEN LADNER GERVAIS LLP**  
Barristers and Solicitors  
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File No.: 446935.000005



**NOTICE TO RESPONDENTS: AS SET OUT IN THE SERVICE LIST ATTACHED AS SCHEDULE “A”**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

**Date:** March 23, 2026

**Time:** 2:30 p.m.

**Where:** Edmonton (via WebEx Video Conference)  
<https://albertacourts.webex.com/meet/virtual.courtroom86>

**Before Whom:** **The Honourable Justice Little**

Go to the end of this document to see what else you can do and when you must do it.

**REMEDY CLAIMED OR SOUGHT:**

1. The Applicant, ACES Canada SPV III ULC (“**ACES**”), seeks an order, which among other things:

- (a) validates service of this Application and deems service of this Application, together with all supporting materials to be good and sufficient;
- (b) appoints KSV Restructuring Inc. (“**KSV**”) as receiver and manager, without security (in such capacity, the “**Receiver**”) over all the property, assets, and undertakings of the Respondent, Blue Sky Resources Ltd. (“**Blue Sky**”);
- (c) grants costs of this Application on a solicitor-client full indemnity basis to ACES; and
- (d) such further and other relief as counsel may advise and this Honourable Court may deem just.

## **GROUND FOR MAKING THIS APPLICATION:**

### **I. FACTUAL BACKGROUND**

#### **The Credit Agreement and the Credit Agreement Security**

- 2. Pursuant to a credit agreement dated July 24, 2024 (the “**Credit Agreement**”), ACES, as administrative agent for a group of lenders (collectively, the “**Lenders**”), advanced a loan in the aggregate principal amount of USD\$16,250,000 (the “**Term Loan**”) to Blue Sky.
- 3. The Term Loan was secured by, among other things, the following security granted by Blue Sky in favour of ACES (as agent on behalf of the Lenders):
  - (a) a general security agreement dated July 24, 2024 (the “**Security Agreement**”), granted by Blue Sky in favour of the ACES with respect to certain Subject Properties (as defined in the Credit Agreement);
  - (b) a fixed and floating charge demand debenture dated July 24, 2024 (the “**Debenture**”), granted by Blue Sky in favour of ACES, with respect to the Subject Properties;
  - (c) a debenture pledge agreement dated July 24, 2024, granted by Blue Sky in favour of ACES; and
  - (d) an amended and restated direct pay agreement dated September 12, 2024, granted by Blue Sky in favour of ACES and Macquarie Energy Canada Ltd. (“**Macquarie**”), whereby

Macquarie was directed to pay ACES directly for amounts due and owing by Macquarie to Blue Sky,

(collectively, the “**Credit Agreement Security**”).

4. The Security Agreement provided, among other things, that:
  - (a) Blue Sky was to grant a security interest in favour of ACES, over all present and after-acquired personal property of Blue Sky, now or hereafter situate on, used in connection with or arising from the business or affairs carried on, at or about the real property located at or about the [Subject Properties] (as defined in the Credit Agreement) and in all proceeds and renewals thereof, accretions thereto and substitution therefore;
  - (b) the occurrence of an Event of Default (as defined in the Credit Agreement), includes, among other things, the failure of Blue Sky to pay any of its obligations when due, or the commencement of any proceeding relating to its insolvency;
  - (c) upon the occurrence of an Event of Default, all security granted shall become immediately enforceable and ACES would have, among other things, the following remedies against Blue Sky:
    - (i) appoint a receiver or a receiver manager over the Collateral (as defined in the Security Agreement);
    - (ii) take possession of the Collateral;
    - (iii) take such steps as it considers desirable to maintain, preserve or protect the Collateral;
    - (iv) carry on all or any part of Blue Sky’s business;
    - (v) enforce any rights of Blue Sky in respect of the Collateral;
    - (vi) realize upon, collect, sell, transfer, assign, give options to purchase, lease or otherwise dispose of any of the Collateral;
    - (vii) borrow money on the security of the Collateral;

- (viii) enter upon, occupy, or use any of the Collateral;
- (ix) recover costs in connection with realizing on the security, including reasonable legal, receiver and account fees and expenses, plus all other costs, charges and expenses incurred in connection therewith, including interest thereon; and
- (x) any receiver shall be entitled to exercise all rights and powers of ACES under the Security Agreement;

5. Furthermore, the Debenture provided, among other things, that:

- (a) Blue Sky was to grant to ACES a security interest in the Specified Mortgage Property (as defined in the Debenture);
- (b) upon a default in the payment of principal, interest or any other amount payable under the Debenture or as otherwise set out therein, all security granted shall become immediately enforceable and ACES would have, among other things, the following remedies against Blue Sky:
  - (i) appoint a receiver or a receiver manager over the Charged Collateral (as defined in the Debenture);
  - (ii) take possession of the Charged Collateral;
  - (iii) take such steps as it considers desirable to maintain, preserve or protect the Charged Collateral;
  - (iv) carry on all or any part of Blue Sky's business relating to the Charged Collateral;
  - (v) enforce any rights of Blue Sky in respect of the Charged Collateral;
  - (vi) sell, lease or otherwise dispose of the Charged Collateral;
  - (vii) borrow money on the security of the Charged Collateral;
  - (viii) enter upon, occupy, or use any of the Charged Collateral;

- (ix) recover costs in connection with realizing on the security, including reasonable legal, receiver and account fees and expenses, plus all other costs, charges and expenses incurred in connection therewith, including interest thereon; and
  - (x) any receiver shall be entitled to exercise all rights and powers of ACES under the Debenture;
6. The Security Agreement and the Debenture are to be governed, interpreted, and enforced in accordance with the laws of the province of Alberta and the laws of Canada applicable therein and Blue Sky has agreed that the courts of the province of Alberta shall have exclusive jurisdiction over any dispute arising from or in relation to the Security Agreement and the Debenture.
7. ACES has duly registered its security interests in the Credit Agreement Security in the Alberta Personal Property Registry and the Alberta Energy and Minerals Registry, as applicable.

#### **Insolvency Proceedings**

8. On September 24, 2025, Blue Sky commenced insolvency proceedings by filing a Notice of Intention to Make a Proposal pursuant to Part III of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 9 (the "**BIA**") (the "**Insolvency Proceedings**"). KSV was appointed the Licensed Insolvency Trustee in the Insolvency Proceedings.
9. Pursuant to the express provisions of the *BIA*, the Insolvency Proceedings expire on March 24, 2026. To date, Blue Sky has failed to put forward a proposal to creditors in connection with the Insolvency Proceedings. It is the position of ACES that the Insolvency Proceedings are doomed to fail.
10. In connection with the Insolvency Proceedings, and pursuant to an Interim Financing Term Sheet dated October 30, 2025 (the "**Interim Credit Agreement**" and, together with the Credit Agreement, the "**Agreements**"), ACES granted to Blue Sky an interim financing loan of up to CAD \$2,500,000 (the "**DIP Loan**" and, together with the Term Loan, the "**Loans**").
11. Pursuant to an Order granted by Justice J. T. Nielson on November 7, 2025, and as security for the DIP Loan, ACES was granted a priority charge over all present and after-acquired property, assets and undertakings of Blue Sky, real and personal, tangible and intangible, whether now owned or

hereafter acquired, and the proceeds thereof (together with the Credit Agreement Security, the “Security”).

## II. THE EVENTS OF DEFAULT

12. Blue Sky has breached and defaulted on the Agreements and the Security (collectively, the “Defaults”).
13. On February 22, 2026, ACES, through its counsel Borden Ladner Gervais LLP, sent a letter of default to Blue Sky setting out the defaults of Blue Sky under the DIP Loan.
14. On March 18, 2026, ACES issued a demand, which was served upon Blue Sky, demanding repayment of the Loans, plus costs, disbursements and interest that continue to accrue (the “Demand Letter”). Enclosed in the Demand Letter was a Notice of Intention to Enforce Security pursuant to Section 244 of the *BIA*.
15. As of March 18, 2026, the amounts outstanding and owing by Blue Sky to ACES under the Agreements, as applicable, are set out below, plus costs, disbursements and interest, which continue to accrue thereon:
  - (a) approximately USD\$13,849,420 pursuant to the Term Loan; and
  - (b) approximately CAD\$2,044,964 pursuant to the DIP Loan,(collectively, the “Indebtedness”).
16. The Indebtedness, plus costs, disbursements, and accruing interest, is a just debt owed to ACES, the payment of which is being improperly withheld.

## III. APPOINTMENT OF A RECEIVER IS JUST AND CONVENIENT

17. In light of the foregoing, the appointment of the Receiver in respect of the property of Blue Sky is necessary and is just and convenient.
18. ACES is a secured lender of Blue Sky and has contractual rights pursuant to the Security Agreement and the Debenture to appoint a receiver.

19. Blue Sky is insolvent, in that it has ceased paying its current obligations in the ordinary course of business as they generally come due.
20. ACES has lost confidence in the management of Blue Sky to protect its secured position.
21. A receiver is necessary to prevent further loss and prejudice to ACES.
22. The appointment of a receiver will be the most effective and efficient way to realize on the value of the Security, minimize the costs associated with that process, and protect the interests of stakeholders.
23. The Receiver is a licensed insolvency trustee, with considerable expertise in such matters and has consented to act as receiver in this matter.
24. Such further or other grounds as counsel may advise and this Honourable Court may permit.

**MATERIAL OR EVIDENCE TO BE RELIED ON:**

25. Statement of Claim, filed on March 20, 2026;
26. The Affidavit of David O'Driscoll, sworn March 20, 2026;
27. The Affidavit of Ann Bullock, sworn March 20, 2026;
28. The Consent to Act as Receiver of KSV; and
29. Such further and other materials or evidence as counsel may advise and this Honourable Court may permit.

**APPLICABLE RULES:**

30. The *Alberta Rules of Court*, Alta Reg, 124/2010.
31. The *Bankruptcy and Insolvency General Rules*, CRC, c 368.
32. Such further and other rules as counsel may advise and this Honourable Court may permit.

**APPLICABLE ACTS AND REGULATIONS:**

33. The *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
34. The *Business Corporations Act*, RSA 2000, c B-9.
35. The *Judicature Act*, RSA 2000, c J-2.
36. The *Land Titles Act*, RSA 2000, c L-4.
37. The *Law of Property Act*, RSA 2000, c L-7.
38. The *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5.
39. The *Personal Property Security Act*, RSA 2000, c P-7.
40. The *Wage Earner Protection Program Act*, SC 2005, c 47.
41. Such further and other Acts or regulations as counsel may advise and this Honourable Court may permit.

**ANY IRREGULARITY COMPLAINED OF OR OBJECTION RELIED ON:**

42. None.

**HOW THE APPLICATION IS PROPOSED TO BE HEARD OR CONSIDERED:**

43. Before the Honourable Justice Little via WebEx video conference, with some or all of the parties present.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the Applicant a reasonable time before the application is to be heard or considered.

**Schedule "A"**

**SERVICE LIST**

COURT FILE NUMBER                   **2601-05153**

COURT                                       COURT OF KING’S BENCH OF ALBERTA

JUDICIAL CENTRE                        CALGARY

PLAINTIFF/  
APPLICANT                               **ACES CANADA SPV III ULC**

DEFENDANT/  
RESPONDENT                           **BLUE SKY RESOURCES LTD.**

DOCUMENT                               **SERVICE LIST**  
(As of March 20, 2026)

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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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PARTY	METHOD OF DELIVERY	ROLE/INTEREST
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