District of: Division No. Court Number: Estate Number: Alberta 02 - Calgary B301-223290 25-3223290



FORM 40

REPORT OF TRUSTEE ON PROPOSAL IN THE MATTER OF THE PROPOSAL OF CATALX CTS LTD.

We, Deloitte Restructuring Inc., the Licensed Insolvency Trustee acting in the proposal of CatalX CTS Ltd. ("Catalx"), hereby report to the Court as follows:

- THAT a proposal was filed with us on the 14th day of May, 2025 (the "Proposal"), a copy of which is attached and marked as Exhibit "A", and that we filed a copy of the Proposal with the Official Receiver on the 14th day of May, 2025.
- 2. THAT on the 15th day of May, 2025 we gave notice to the debtor, to the division office and to every known creditor affected by the Proposal, whose names and addresses are shown in **Exhibit "B"** to this report, of the calling of a meeting of creditors to be held on the 2nd day of June 2025 to consider the Proposal.
- 3. THAT with the notice was included a condensed Statement of the Assets and Liabilities of the debtor, a list of creditors affected by the Proposal who have claims of \$250 or more and showing the amounts of their claims, a copy of the Proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibits "C1", "C2", and "C3" respectively.
- 4. THAT prior to the meeting of creditors we made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
- 5. THAT the meeting of creditors was held on the 2nd day of June, 2025 and was presided over by Amendra Singh of the Office of the Superintendent of Bankruptcy.
- 6. THAT the Proposal was accepted by the required majority of creditors.
- 7. THAT a copy of the minutes of the meeting is attached and marked as **Exhibit "D"**.
- 8. THAT we are of the opinion that the assets of the debtor and their fair realizable value and the liabilities of the debtor, are as set out in the estimated Statement of Affairs as at May 12, 2025, which is attached and marked as **Exhibits "C2"** and **"C3"**.
- 9. THAT we are also of the opinion that:
 - a) The causes of the insolvency of the debtor are as follows:
 - i. CatalX operated an internet-based platform for the trading of crypto assets through services provided by its platform-support supplier, Bittrex Global GMBH and its affiliates ("Bittrex Global"). In addition to other services provided to Catalx, Bittrex Global processed trades for Catalx's clients and served as custodian for the Crypto assets held by Catalx's customers.
 - On November 20, 2023, Bittrex Global publicly announced its decision to winddown its operations and cease the provision of all trading services effective as of December 4, 2023.

- iii. Catalx determined it was not feasible for it to continue to operate its platform without the support of Bittrex Global and, as a result, on December 4, 2023, in conjunction with Bittrex Global, Catalx decided to commence an orderly wind-down of its business and operations.
- iv. In addition to the wind down of Bittrex Global, Catalx had several other factors contribute to its operations being ceased including, but not limited to:
 - On or around November 24, 2023, Catalx ceased allowing withdrawals of customer deposits due to liquidity constraints;
 - The Company's financial obligations were not being met as they became due;
 - Extraordinary events, including a suspected security breach and alleged misappropriation resulting in the loss of a significant portion of the Crypto assets held by Catalx on behalf of its customers; and
 - Customer complaints filed with the Alberta Security Commission ("ASC")
 which led to the ASC opening an investigation against Catalx and issuing a
 Cease Trade Order on December 21, 2023.
- v. On January 19, 2024, Deloitte was appointed by an Order of the Court of King's Bench of Alberta (the "Court") as receiver-manager (the "Receiver") of Catalx and Catalx Management Ltd. (collectively, the "Companies").
- vi. The Receiver conducted an investigation of the allegations regarding the misappropriation of Crypto assets owned and/or held by Catalx on behalf of its clients and has realized on all assets of the Companies. All matters in the receivership have effectively concluded, and the Receiver intends on applying imminently to Court for its discharge.
- vii. Mr. Jae Park, along with the current and former directors of CatalX have elected to file a Proposal in order to provide a recovery to the unsecured class of creditors.
- b) The conduct of the debtor is subject to censure in the following respects:

None.

c) The following facts, mentioned in Section 173 of the Act may be proved against the debtor:

None.

- 10. THAT we are further of the opinion that the debtor's Proposal is an advantageous one for the creditors, for the following reasons:
 - a) The Proposal provides for a greater recovery, given there would be no anticipated recovery to unsecured creditors in the event of a deemed bankruptcy assignment.
- 11. THAT we forwarded a copy of this report to the Official Receiver on this day.

DATED at Calgary, Alberta, this 5th day of June, 2025.

Deloitte Restructuring Inc. - Licensed Insolvency Trustee

700 Bankers Court, 850 – 2nd Street SW Calgary AB 12P 0R8 Email: calgaryrs@deloitte.ca

EXHIBIT "A"

Clerk' Stamp

May 15, 2025

COURT / ESTATE FILE NUMBERS

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE BANKRUPTCY AND

INSOLVENCY ACT, RSC 1985, c B-3, AS AMENDED

AND IN THE MATTER OF THE PRPOSAL OF CATALX

CTS LTD.

DOCUMENT

PROPOSAL

ADDRESS FOR SERVICE

AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

MILLER THOMSON LLP Barristers and Solicitors 525-8th Avenue SW, 43rd Floor Calgary, AB, Canada T2P 1G1

Attention: James W. Reid / Pavin Takhar

Phone: Email: 402-298-2418/403-298-2432 jwreid@millerthomson.com/

ptakhar@millerthomson.com

File No.: 0291254.0001

WHEREAS pursuant to a receivership order of the Court dated January 19, 2024 (the "Receivership Order") Deloitte Restructuring Inc. was appointed receiver and manager (the "Receiver") over, among others, CatalX CTS Ltd. (the "Debtor");

AND WHEREAS the Debtor is an insolvent person;

AND WHEREAS Jae Park is the sole director of the Debtor, and hereby intends on sponsoring this proposal of the Debtor; and hereby submits this Proposal pursuant to the provisions of Part III Division I of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 as amended (the "BIA");

AND WHEREAS the Receiver, a licensed trustee under the BIA, has consented to act as a Proposal Trustee in these proceedings of the Debtor under the BIA;

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Proposal:

- (a) "Administrative Fees and Expenses" means the proper fees, expenses, including legal fees and disbursements, of the Receiver, the Proposal Trustee and the Debtor, including the fees and disbursements of Miller Thomson LLP, counsel to the Proposal Sponsor, and Burnet, Duckworth & Palmer LLP, counsel to the Receiver and Proposal Trustee, on and incidental to the negotiation, preparation, presentation, consideration and implementation of the Proposal, and all proceedings and matters relating to or arising out of the Proposal;
- (b) "Affected Claim" means all Claims that are not an Unaffected Claim;
- (c) "Affected Creditor" means a Creditor having an Affected Claim;
- (d) "Approval" means:
 - Acceptance of this Proposal by the statutory majority of Creditors in the Unsecured Creditor Class entitled to vote thereon in accordance with the relevant provisions of the BIA; and
 - (ii) The approval of this Proposal by the Court by the granting of the Approval Order, which is a Final Order;
- (e) "Approval Order" means an Order of the Court which, among other things, approves this Proposal;
- (f) "Burnet Duckworth & Palmer LLP" means Burnet Duckworth & Palmer LLP, counsel for the Receiver and Proposal Trustee;
- (g) "Business Day" means a day, other than a Saturday or Sunday, on which banks are generally open for business in Calgary, Alberta;
- (h) "Canada Pension Plan" means the Canada Pension Plan, RSC 1985, c C-8, as amended:
- (i) "Cash Pool" means the aggregate of the Investigation Funds, the Proposal Proceeds, and the Receivership Proceeds, all to be held and administered by the Proposal Trustee hereunder;
- "Claim" means a claim provable in bankruptcy against the Debtor and includes any indebtedness, liability, action, cause of action, suit, debt, account, bond covenant, charge, penalty, counterclaim, demand, claim, right and obligation of any kind of the Debtor to any Person, whether or not reduced to judgment, order, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, unknown, by guarantee, by surety, by regulatory order or otherwise and whether or not such a right is executory in nature, including, without limitation, the right or ability of any Person to make a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present

or commence in the future based in whole or in part on facts which existed prior to or as of the Filing Date and a reference to a "Claim" or "Claims" shall include, as the case may be, Preferred Claims, Convenience Claims, Unsecured Claims, and Secured Claims;

- (k) "Court" means the Court of King's Bench of Alberta (in Bankruptcy and Insolvency), Judicial District of Calgary;
- (I) "Creditor" means any Person, having a Claim and may, if the context requires, means a trustee, receiver, receiver-manager or other Person acting on behalf or in the name of such Person;
- (m) "Creditors' Meeting" means the meeting of the Affected Creditors called for the purpose of considering and voting upon the Proposal;
- (n) "Creditors' Meeting Date" means the date and time as may be called by the Proposal Trustee for the meeting of creditors to consider this Proposal, but in any event will be no later than twenty-one (21) days following the Proposal Date;
- (o) "Creditors' Meeting Notice" means the notice and document package delivered to the Creditors in respect of the Creditors' Meeting;
- (p) "Crown Claims" means an amount due to His Majesty in Right of Canada or a Province and that are of a kind that could be subject to a demand under:
 - (i) subsection 224(1.2) of the *Income Tax Act*;
 - (ii) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the Income Tax Act and provides for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the Employment Insurance Act, and of any related interest, penalties or other amounts:
 - (iii) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:
 - (A) has been withheld or deducted by a Person from a payment to another Person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (B) is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

as set out in the list of Crown Claims attached as Schedule "A";

(q) "Disputed Claims" means any Claim that has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA but has not been accepted as proven or which is being disputed in whole or in part by the Proposal

- Trustee, or any other Person entitled to do so and has not been resolved by agreement or by Order of the Court;
- (r) "Employment Insurance Act" means the Employment Insurance Act, SC 1996 c 23, as amended;
- (s) "Filing Date" means [•] (the date the Debtor filed this Proposal);
- (t) "Implementation Date" means the date upon which the conditions set forth in Article 8.1 have been satisfied or, if applicable, waived;
- (u) "Income Tax Act" means the Income Tax Act, RSC 1985, c 1 (5th Supp), as amended;
- (v) "Inspectors" will have the meaning ascribed thereto in the BIA;
- (w) "Investigation Funds" means any proceeds received or recovered for the benefit of the Debtor or the Debtor's Creditors by the Receiver, the Proposal Trustee, the Debtor, the Alberta Securities Commission, the Royal Canadian Mounted Police, or and other regulatory or law enforcement agency as a result of ongoing investigations in relation to the Debtor and its former director and Chief Financial Officer Jae Ho Lee, which shall accumulate within 6 months of the Implementation Date:
- (x) "Miller Thomson LLP" means Miller Thomson LLP, counsel for the Proposal Sponsor;
- (y) "Official Receiver" will have the meaning ascribed thereto in the BIA;
- (z) "Participating Directors" means the current and former directors of the Debtor as set out in Schedule "D", who are sponsoring this Proposal by providing financial contributions in the form of the Proposal Proceeds, but for clarity, this specifically excludes Jae Ho Lee;
- (aa) "Person" means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government, commission or any agency or instrumentality thereof, or any other entity howsoever designated or constituted:
- (bb) "Post-Filing Claim" means any Claims arising in respect of services rendered, goods supplied, or other consideration given to the Debtor after the Filing Date;
- (cc) "Preferred Claim" means that portion of a Claim that is accepted by the Proposal Trustee as entitling the Creditor to receive payment in priority to other Creditors as provided in section 136 of the BIA;
- (dd) "Preferred Creditors" means holders of Preferred Claims, and as set out in the list of Preferred Creditors attached as Schedule "B"
- (ee) "Property" means all of the Debtor's current and future assets, undertakings and property of every nature and kind whatsoever, and wherever situate, including all proceeds thereof;
- (ff) "Proposal" means this proposal together with any amendments or additions thereto:

- (gg) "Proposal Date" means the date of the filing of the Proposal with the Official Receiver:
- (hh) "Proposal Proceeds" means the payment by the Proposal Sponsor to the Proposal Trustee pursuant to Article 7.1 of this Proposal in the minimum amount of \$200,000 plus payment in the amount of \$10,000 by other Participating Directors to fund the Proposal less any Crown Claims;
- (ii) "Proposal Sponsor" means Jae Park;
- (jj) "Proposal Trustee" means Deloitte Restructuring Inc., in its capacity as the proposal trustee of the Debtor, or its duly appointed successor or successors;
- (kk) "Proven Claim" of a Creditor means the amount of the Claim of such Creditor determined finally in accordance with the provisions of the BIA;
- (II) "Secured Creditor" means a Person holding a mortgage, hypothec, charge, pledge, or lien on or against the property or assets of the Debtor as security for a debt due or accruing due the Person from the Debtor as set out in Schedule "C";
- (mm) "Receivership Proceedings" means all proceedings under the Receivership Order and in respect of Court Action No. 2401-00457;
- (nn) "Receivership Proceeds" means the funds remaining in the Debtor's estate in the Receivership Proceedings at the time of the discharge of the Receiver;
- (oo) "Unaffected Claims" means any Claims of the Unaffected Creditors;
- (pp) "Unaffected Creditors" means Creditors with Claims in respect of the Administrative Fees, any Post-Filing Claims, any Claims of Secured Creditors, any Crown Claims, and the Preferred Creditors;
- (qq) "Unsecured Creditors" means the Affected Creditors with a Proven Claim; and
- (rr) "Voting Letter" means the voting letter required by section 51(1) of the BIA to be mailed to each known Creditor prior to the Creditors' Meeting.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to the Proposal and not to any particular article, section, subsection, clause or paragraph of the Proposal and include any agreements supplemental hereto. In the Proposal, a reference to an article, section, subsection, clause or paragraph will, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of the Proposal.

1.3 Interpretation Not Affected by Headings

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

1.4 Date for 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 will be required to be taken on the next succeeding day that is a Business Day.

1.5 Time

All times expressed herein are local times in Calgary, Alberta, Canada unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time will be deemed to be 5:00 p.m. local time in Calgary, Alberta, Canada.

1.6 Numbers

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

1.7 Currency

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

1.8 Statutory References

Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations made thereunder, all amendments to such statute or regulation(s) in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulation(s).

1.9 Successors and Assigns

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

1.10 Including

The word "including", or any variation thereof means "including without limitation", and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

ARTICLE 2 PURPOSE AND EFFECT OF PROPOSAL

2.1 Purpose

The purpose of the Proposal is to allow the Debtor to effect the restructuring of its indebtedness in the manner contemplated herein and as permitted by the BIA in the expectation that all Unsecured Creditors will derive greater benefit from the restructuring than they would otherwise receive from a bankruptcy of the Debtor.

This Proposal applies to all Unsecured Creditors, whether or not any such Unsecured Creditor proves a Claim against the Debtor under this Proposal. The Proposal does not effect Unaffected Creditors.

ARTICLE 3 CLASSIFICATION OF CREDITORS

3.1 Classes of Creditors

For the purposes of considering and voting on the Proposal, the Creditors of the Debtor shall be comprised of one class of Unsecured Creditors that are the Affected Creditors.

ARTICLE 4 TREATMENT OF CREDITORS

4.1 Binding Effect of Proposal

This Proposal will be binding on the Debtor and the Affected Creditors, and effective on the Implementation Date, all Affected Claims shall be discharged and the Debtor shall thereon be released from all Affected Claims, other than the obligation to make payment in the manner and to the extent described in this Proposal.

4.2 Administrative Fees and Expenses

The Proposal Trustee will pay the Administrative Fees and Expenses from the Cash Pool, from time to time, in the sole discretion of the Proposal Trustee, and prior to making any distributions to Creditors under this Proposal.

4.3 Preferred Creditors

There are no outstanding Preferred Claims.

4.4 Proposal in Respect of Unsecured Creditors

In full and final satisfaction of the Proven Claims of the Unsecured Creditors, an Unsecured Creditor shall receive distributions only to the extent that such Unsecured Creditor's Claim is a Proven Claim and has not been paid, released, or otherwise satisfied prior to the Implementation Date. Each Unsecured Creditor with a Proven Claim will receive payment, in cash, on a *pro rata* basis, of the balance of the Cash Pool in accordance with Article 7.3 of this Proposal.

4.5 Interest

Interest will not accrue or be paid on Affected Claims after or in respect of the period following the Filing Date and no Affected Creditor will be entitled to any interest in respect of its Claim accruing on or after or in respect of the period following the Filing Date.

4.6 Crown Claims

There are no outstanding Crown Claims.

4.7 Treatment of Secured Claims

The Proposal Sponsor is the only creditor that has a Secured Claim. The Proposal Sponsor shall not be entitled to vote on this Proposal at any Creditors' Meeting in respect of its Unaffected Claim. The Proposal Sponsor will not receive any payments in respect of the Proposal and shall not participate in any distributions from the Proposal.

4.8 Disputed Claims

An Affected Creditor with a Disputed Claim shall not be entitled to receive any distribution hereunder with respect to such Disputed Claim unless and until such Claim becomes a Proven Claim. Distributions made pursuant to this Proposal shall be made in respect of any Disputed Claim that is finally determined to be a Proven Claim.

4.9 Post-Filing Claims

Post-Filing Claims, if any, will be paid in full by the Debtor in the ordinary course of business and on regular trade terms, or as may otherwise be arranged with the holders of such Post-Filing Claims. Given the Debtor is not operating, it is not expected there will be any Post-Filing Claims beyond the Administrative Fees and Expenses.

4.10 Superintendent of Bankruptcy Levy

Payments to each Creditor in respect of its Affected Claim will be net of any applicable levy payable to the Office of the Superintendent of Bankruptcy as required by the BIA and the Proposal Trustee will remit the amount of such levy to the Office of the Superintendent of Bankruptcy contemporaneous with the distributions to Affected Creditors.

ARTICLE 5 PROCEDURE FOR VALIDATION AND VALUATION OF CLAIMS

5.1 Filing of Proofs of Claim

In order to vote on, or to receive a distribution under this Proposal, each Affected Creditor must file a Proof of Claim with the Proposal Trustee as required by the BIA.

5.2 Allowance or Disallowance of Claims

Upon receipt of a completed Proof of Claim, the Proposal Trustee will examine the Proof of Claim and will, in consultation with the Debtor, allow, disallow or revise each Proof of Claim in accordance with the provisions of the BIA.

5.3 Procedure for the Valuation of Unsecured Claims

The procedure for (a) determining and valuing Claims of the Affected Creditors that are contingent or unliquidated; and (b) disallowing and resolving disputes with respect to Claims, will be as set forth in Section 135 of the BIA.

The Proposal Trustee reserves the right to seek the assistance of the Court in valuing the claim of any Affected Creditor, if required, to ascertain the result of any vote on this Proposal or the amount payable or to be distributed to such Creditor under this Proposal, as the case may be.

5.4 Claims Bar Process

Forthwith after the Creditors' Meeting, the Proposal Trustee shall give notice pursuant to Section 149 of the BIA, to every Person with an Affected Claim that the Proposal Trustee has notice or knowledge of, but whose Claim has not been filed or proved that if such Person does not prove its Claim within a period of thirty (30) days after the mailing of the notice, the Proposal Trustee will proceed to declare a final dividend without regard to such Person's Claim. Any Person so notified who does not provide its Claim within the said thirty (30) day period shall be barred from making a Claim in this Proposal or sharing in any distribution hereunder, subject to any exceptions set out in Subsections 149(2), (3) and (4) of the BIA.

ARTICLE 6 MEETING OF CREDITORS

6.1 Creditors' Meeting

On the Creditors' Meeting Date, the Proposal Trustee will hold a Creditors' Meeting in order for the Unsecured Creditors with an Affected Claim to consider and vote upon the Proposal.

6.2 Time and Place of Meeting

The Creditors' Meeting will be held on the Creditors' Meeting Date. Due to the location of the Proposal Trustee and the Unsecured Creditors, the Creditors Meeting will be held virtually, on such terms and parameters as the Proposal Trustee considers appropriate, with video and teleconference access for any Unsecured Creditors who wish to virtually attend. The Proposal Trustee may engage a third-party service provider to virtually host the Creditors' Meeting. The Proposal Trustee shall make available to all known Creditors the necessary connection, dial-in and other information about the Creditors' Meeting. Unless otherwise ordered by the Court, the Creditors' Meeting will be held at a time to be established by the Official Receiver, or the nominee thereof, and confirmed in the notice of Creditors' Meeting to be mailed to Creditors pursuant to the BIA.

6.3 Conduct of Meeting

The Official Receiver or the nominee thereof, will preside as the chair of the Creditors' Meeting and will decide all matters relating to the conduct of the Creditors' Meeting. The only Persons entitled to attend the Creditors' Meeting are those Persons, including the holders of proxies, entitled to vote at the Creditors' Meeting, and their respective legal counsel, if any, the Proposal Sponsor and its counsel, the representatives of the Proposal Trustee and its counsel, and such scrutineers as may be duly appointed by the chair of such meeting. Any other Person may be admitted on invitation of the chair of the Creditors' Meeting or with the consent of the Proposal Trustee.

6.4 Adjournment of Meetings

The Creditors' Meeting may be adjourned in accordance with sections 52 of the BIA.

6.5 Voting by Creditors

All Unsecured Creditors with Affected Claims who, on the Creditors' Meeting Date, hold Proven Claims will be entitled to attend at the Creditors' Meeting and vote to the extent of

the amount which is equal to each such Creditor's respective Proven Claim against the Debtor.

6.6 Approval by Creditors

In order that this Proposal be binding on the single class of Unsecured Creditors hereof, in accordance with the BIA, it must first be accepted by a majority in number of the Creditors of such class who actually vote upon this Proposal (in person or by proxy) at the Creditors' Meeting, by a Voting Letter, or otherwise, representing two-thirds in value of the voting Claims of the Creditors of such class who actually vote upon this Proposal (whether in person or by proxy) at the Creditors' Meeting, by a Voting Letter or otherwise.

ARTICLE 7 FUNDING OF PROPOSAL

7.1 Funding of the Proposal Proceeds

Within one month of the date of the Approval Order, the Proposal Sponsor and any Participating Directors shall pay to the Proposal Trustee the Proposal Proceeds.

7.2 Funding of the Receivership Proceeds

Upon the discharge of the Receiver in the Receivership Proceedings, and subject to the terms of any Orders granted by the Court in the Receivership Proceedings, the Receiver shall pay the Receivership Proceeds, if any, to the Proposal Trustee.

7.3 Holding of Investigation Funds

After the expiry of six months from the Implementation Date, the Proposal Trustee shall create an accounting of all Investigation Funds and shall make a distribution of the Cash Pool, after full satisfaction and payment of the Administrative Fees and Expenses, to Affected Creditors with Proven Claims.

ARTICLE 8 COMPLETION OF THE PROPOSAL

8.1 Conditions to Proposal Implementation

The implementation of the Proposal by the Debtor will be conditional upon the fulfilment or satisfaction of the following conditions:

- (a) The acceptance of the Proposal by Unsecured Creditors of the Debtor in accordance with Article 6.5 hereof;
- (b) The granting of an Approval Order, including approval of the Releases per section 10.5 below, by the Court in respect of the Debtor and the Released Parties, and the expiry of all appeal periods, provided that the Debtor may agree to waive the expiry of the appeal period in respect of the Approval Order; and
- (c) The Proposal Proceeds and Receivership Proceeds have been paid to the Proposal Trustee.

8.2 Certificate of Full Performance

Upon distribution of all cash amounts contemplated by Article 4 of this Proposal, this Proposal shall have been fully performed and the Proposal Trustee shall issue the certificate referred to in section 65.3 of the BIA.

8.3 Discharge of Proposal Trustee

Upon the issuance of the certificate of full performance contemplated by Article 8.2 hereof, the Proposal Trustee shall have discharged its duties as Proposal Trustee, this Proposal shall be fully performed and the Proposal Trustee shall be discharged.

The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of the Debtor and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful misconduct or gross negligence.

8.4 Completion of the Proposal

The payment, compromise, extinguishment or other satisfaction of any Proven Claim under the Proposal will be binding upon each Unsecured Creditor, its heirs, executors, administrators, successors and assigns, for all purposes, and as and from the Implementation Date all Unsecured Claims against the Debtor shall be forever discharged and released, excepting only the obligations to make distributions in respect of such Proven Claims in the manner and to the extent provided for in this Proposal.

ARTICLE 9 PREFERENCES, TRANSFERS AT UNDER VALUE, ETC.

9.1 Section 95 - 101 of the BIA

In conformity with Section 101.1 of the BIA, Sections 95-101 of the BIA and any provincial statute related to preference, fraudulent conveyance, transfer at undervalue, or the like shall not apply to this Proposal.

ARTICLE 10 MISCELLANEOUS

10.1 Modification of Proposal

The Proposal Sponsor may propose an alteration or modification to the Proposal prior to the vote taking place on the Proposal. After the Creditors' Meeting (and both prior to and subsequent to the issuance of the Approval Order) and subject to the consent of the Proposal Trustee, the Proposal Sponsor may at any time and from time to time vary, amend, modify or supplement the Proposal if the Court determines that such variation, amendment, modification or supplement is of a minor, immaterial or technical nature or would not be materially prejudicial to the interest of any of the Creditors under the Proposal and is necessary in order to give effect to the substance of the Proposal or the Approval Order.

10.2 Consents, Waivers and Agreements

As at 12:01 a.m. on the Implementation Date, each Affected Creditor will be deemed:

- (a) to have executed and delivered to the Debtor all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Proposal in its entirety;
- (b) to have waived any default by the Debtor in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor that has occurred on or prior to the Implementation Date;
- (c) to have agreed, in the event that there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Creditor and the Debtor as at the Implementation Date (other than those entered into by the Debtor on, or with effect from, the Implementation Date) and the provisions of this Proposal, that the provisions of this Proposal will take precedence and priority and the provisions of such agreement or other arrangement will be amended accordingly; and
- (d) to have released the Proposal Trustee and all of its respective affiliates, employees, agents, directors, officers, shareholders, advisors, consultants and solicitors from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgements, expenses, executions, liens, set off rights and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to or arising out of or in connection with the matters herein;

provided that nothing herein will release the Debtor of its obligation to make the payments contemplated in this Proposal or to comply with any of its obligations thereunder.

10.3 Effect of Proposal Generally

As at 12:01 a.m. on the Implementation Date, the treatment of all Claims under the Proposal shall be final and binding on the Debtor and all Creditors (along with their respective heirs, executors, administrators, legal personal representatives, successors and assigns) and the Proposal shall constitute (i) a full, final and absolute settlement of all rights of the holders of the Claims affected hereby; and (ii) an absolute release and discharge of all indebtedness, liabilities and obligations of the Debtor of or in respect of such Claims.

10.4 Notices

Any notices or communication to be made or given hereunder will be in writing and will refer to this Proposal and may, subject as hereinafter provided, be made or given by personal delivery, by prepaid mail, telecopier or by email addressed to the respective parties as follows:

(a) if to the Proposal Sponsor

Jae Park
c/o Miller Thomson LLP
Attention: James W. Reid / Pavin Takhar
Eighth Avenue Place
525-8th Avenue SW
Calgary, Alberta
T2P 1G1
jwreid@millerthomson.com / ptakhar@millerthomson.com

- (b) if to an Affected Creditor, to the address, telecopier number or email address for such Affected Creditor specified in the claims notice sent in accordance with the Claims Procedure Order or, to such other address, telecopier number or email address at which the notifying party may reasonably believe that the Affected Creditor may be contacted; and
- (c) if to the Proposal Trustee:

Deloitte Restructuring Inc.
Attention: Jeff Keeble/ / Naomi McGregor
700, 850 – 2 Street SW
Calgary, Alberta
T2P 0R8
jkeeble@deloitte.ca/_naomcgregor@deloitte.ca

with a copy to:

Burnet, Duckworth & Palmer LLP Attention: David LeGeyt 525-8th Avenue SW Calgary, Alberta T2P 1G1 dlegeyt@bdplaw.com

or to such other address, telecopier number or email address as any party may from time to time notify the others in accordance with this section. In the event of any strike, lock-out and other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery, by telecopier or email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption will be deemed not to have been given or made. All such notices and communications will be deemed to have been received, in the case of notice by email or telecopier or by delivery prior to 5:00 p.m. (Calgary time) on a Business Day, when received or if received after 5:00 p.m. (Calgary time) on a Business Day or at any time on a non-Business Day, on the next following Business Day and in to case of notice mailed as aforesaid, on the fifth (5th) Business Day following the date on which such notice or other communication is mailed. The unintentional failure to give a notice contemplated hereunder to any particular Creditor will not invalidate this Proposal or any action taken by any Person pursuant to this Proposal.

10.5 Releases

Subject to Article 10.6, on the Implementation Date, the Debtor, and the Participating Directors (the "Released Parties") shall be released and discharged from and by all Persons including Creditors and holders of Unsecured Claims, from any and all demands, claims, actions, causes of action, counterclaims, suits debts, orders, penalties, sums of money, accounts, covenants, damages, judgments, expenses, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any person may be entitled to assert, including, without limitation, any and all Claims or contingent Claims of any securities commission, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Implementation Date, relating to, arising out of

or in connection with any Claims, the business and affairs of the Debtor and Participating Directors, whenever and however conducted, including this Proposal and the Receivership Proceedings.

10.6 Claims Not Released

For clarity, nothing in Article 10.5 will release or discharge any Released Party (i) in respect of any Unaffected Claim or its obligations to Affected Creditors under this Proposal, or (ii) in the case of the Participating Directors, in respect of any claim referred to in Section 50(14) of the BIA.

10.7 Assignment of Claims

No assignment of a Claim by an Affected Creditor is effective to give the assignee any rights in respect of the Proposal unless written notice of the assignment is given to the Debtor and the Proposal Trustee in accordance with the requirements of Article 10.4. The assignment of the Claim will not be effective for a five (5) Business Day period from the date of effective receipt of the notice of assignment by the Debtor and by Proposal Trustee as determined in accordance with Article 10.4.

10.8 Notice of Presentation of Approval Application

Each of the Creditors and the Official Receiver (as defined by and appointed under the BIA) are hereby given notice that, after acceptance of this Proposal by the Creditors in accordance with the relevant provisions of the BIA, the Proposal Trustee will present an application to the Court seeking the Approval Order at such date and time that may be fixed following the Creditors' Meeting.

10.9 Foreign Currency Obligations

For the purposes of this Proposal, Claims denominated in a currency other than Canadian funds will be converted to Canadian Dollars at the rate of exchange of the Bank of Canada on the Filing Date. Claims denominated in currencies commonly known as "crypto currency", will be converted to Canadian Dollars at the fair market value of the crypto currency at 12:00 pm (MST) on the Filing Date.

10.10 Applicable Law

This Proposal will be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and will be treated in all respects as an Alberta contract.

10.11 Non Severability

It is intended that all provisions of this Proposal will be fully binding on and effective between all Persons named or referred to in this Proposal and in the event that any particular provision or provisions of this Proposal is or are found to be void, voidable or unenforceable for any reason whatever, then the remainder of this Proposal and all other provisions will be void and of no force or effect.

10.12 Deeming Provisions

In this Proposal the deeming provisions are not rebuttable and are conclusive and irrevocable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

DATED at the City of Calgary, in the Province of Alberta, this 12th day of May, 2025.

JAE PARK as Proposal Sponsor and Director of CATALX CTS LTD.

Per:

Name: Jae Park

Title: Director

I have the authority to bind the corporation

Schedule "A"

Crown Claims

Nil.

Schedule "B"

Preferred Creditors

Nil.

Schedule "C"

Secured Creditors

Jae Park

Schedule "D"

Participating Directors

Jae Park
Sung Hun Kim
Cody Church
Gerald D. Chipeur, K.C.
Alan Hallman
Andrea Shaw
Koleya Karringten
Brad Mitchell
Bill Shihara
Mike Smith

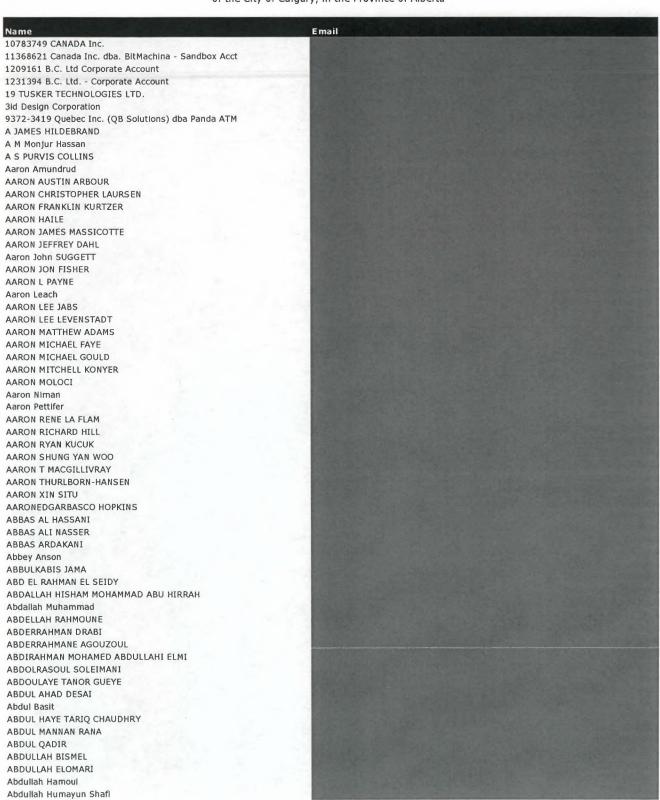
EXHIBIT "B"

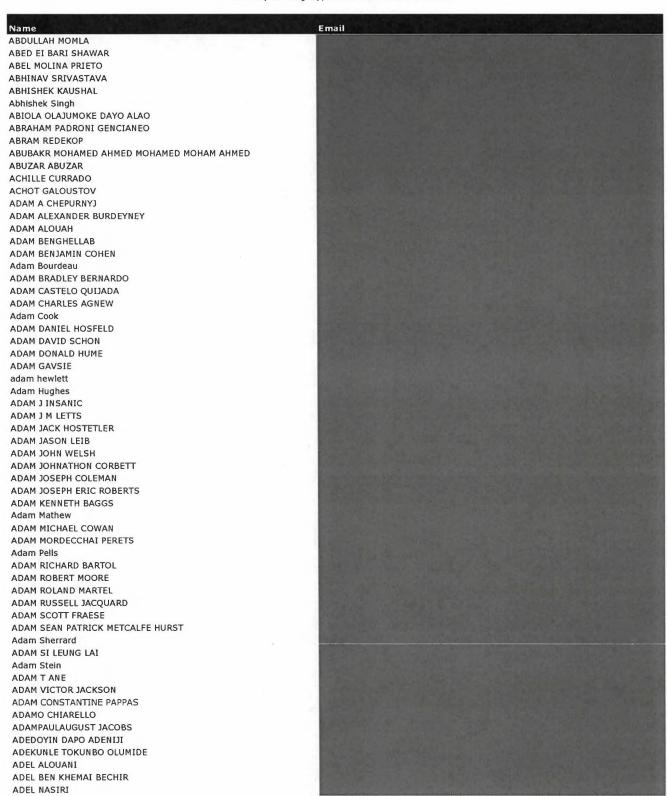
Creditor Mailing List

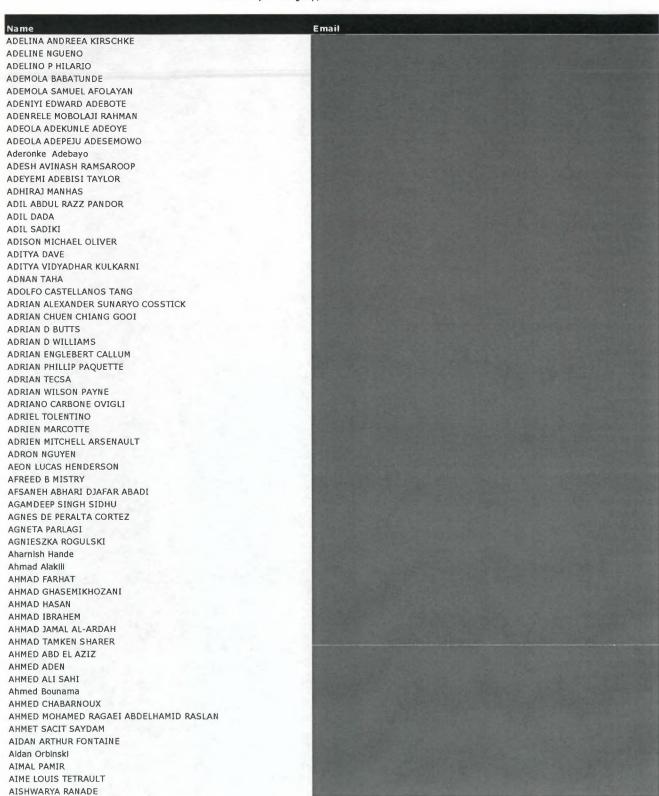
Creditor Type	Name	Attention	Address	
Unsecured	1Password		4711 Yonge St, 10th Floor Toronto ON M2N 6K8	
	Adobe		343 Preston Street Ottawa ON K1S 1N4	
	ADP		6025 11 St SE #100 Calgary AB T2H 2Z2	
	Auqanow		1055 W Georgia St Vancouver BC V6E 3P3	
	AWS Management Console		P.O. Box 81226 Seattle WA 98108 USA amazon-ir@amazon.com	
	Bittrex		6077 S Fort Apache Rd #100 Las Vegas NV 89148 USA oliver@bittrexglobal.com	, .
	CloudFlare	THIS IS EXHIBIT "_A_"	101 Townsend St. San Francisco CA 94107 USA	
	CRA	referred to in the Affidavit of	9755 King George Blvd Surrey BC V3T 5E1	
	Docsend	Sworn before this 15th	351 California Street San Francisco CA 94104 USA	
	Docusign	MIKOU	221 Main St., Suite 1000 San Francisco CA 94105 USA	
	Drop Box	IN AND FOR THE PROVINCE OF ALBERTA	1800 Owens St San Francisco CA 94158 USA	
	eNomCentral	Expires January 14, 2026	10400 NE 4th Street Floor 5, Suite 121 Bellevue WA 98004 USA	
	Figma		760 Market Street San Francisco CA 94102 USA	
	GitHub		88 Colin P Kelly Jr St San Francisco CA 94107 USA	
	GitLab		268 Bush Street #350 San Francisco CA 94104 USA	
	Go Daddy		2155 E. GoDaddy Way Tempe AZ 85284 USA	
	Google (Gsuite)		1600 Amphitheatre Pkwy Mountain View CA 94043 USA	
	Intercom		55 2nd Street, 4th Floor San Francisco CA 94105 USA	
	Jira Atlassian Confluence		Level 6, 341 George Street Sydney NS 2000 Australia	
	LastPass		333 Summer Street Boston MA 02210 USA	
	Linkedin		1000 W Maude Ave Sunnyvale CA 94085 USA	
	Metabase		9740 Campo Rd. Suite 1029 Spring Valley CA 91977 USA legal@metabase.com	
	Microsoft365		Microsoft Canada Inc Mississauga ON L5N 8L9	
	Namecheap		4600 East Washington Street Suite 305 Phoenix AZ 85034 USA	
	PPSA Victoria BC		200 - 940 Blanshard Street Victoria BC V8W 3E6	

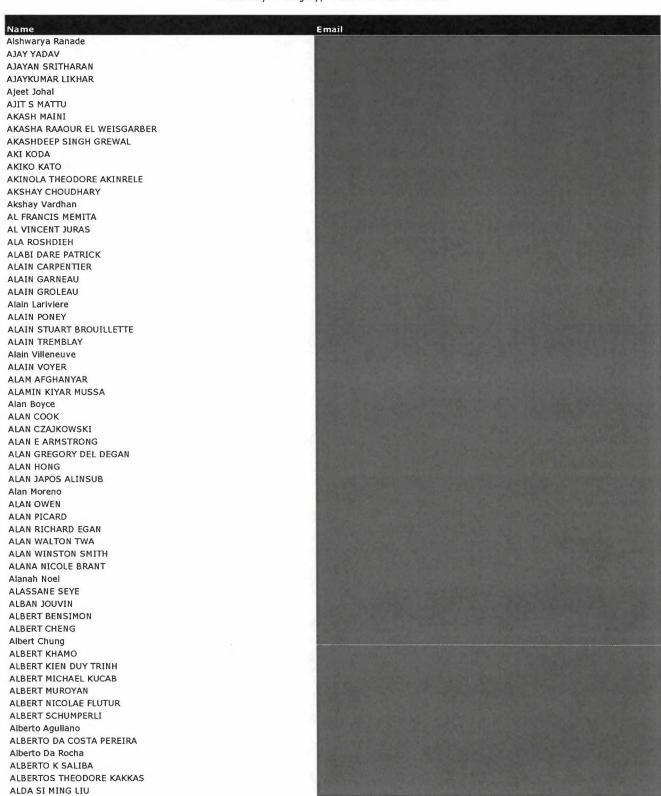
Creditor Mailing List

Creditor Type	Name	Attention	Address	
Unsecured	Quickbook		8 Spadina Avenue, Suite 1900 Toronto ON M5V 0S8	
	RingCentral		21-5480 Canotek Road Ottawa ON K1J 9H7	
	RollBar		548 Market St #60587 San Francisco CA 94104 USA	
	Sendgrid		1801 California Street, Suite 500 Denver CO 80202 USA	
	Slack		500 Howard Street San Francisco CA 94105 USA	
	Slido		44 Montgomery St San Francisco CA 94104 USA	
	SumSub	ÿ	Brickell Business Center 1200 Brickell Ave Ste 182 Miami FL 33131 USA hello@sumsub.com	
	Sunlife		150 King Street West Toronto ON M5H 1J9	
	TimeScale		335 Madison Ave floor 5 New York NY 10017 USA	
	Twilio		101 Spear Street, First Floor San Francisco CA 94105 USA	

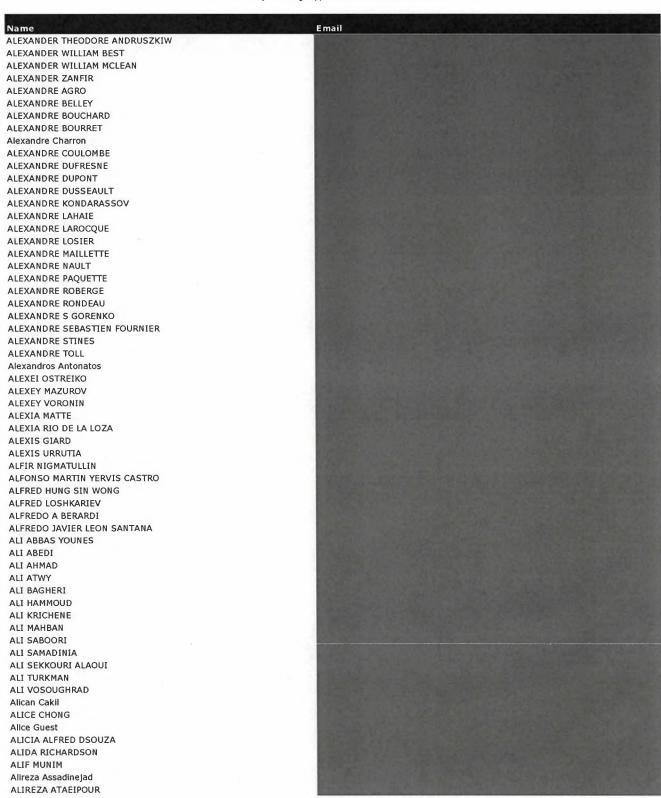




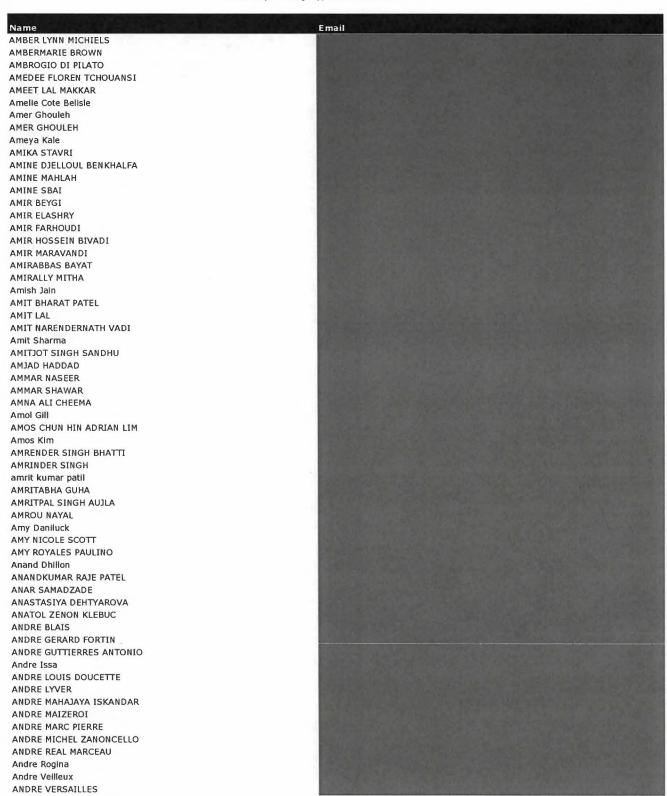


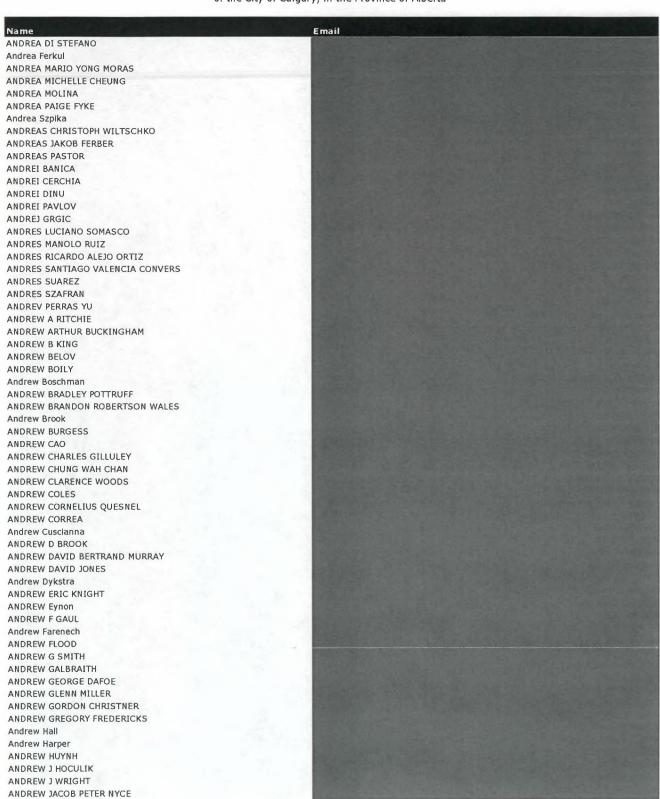


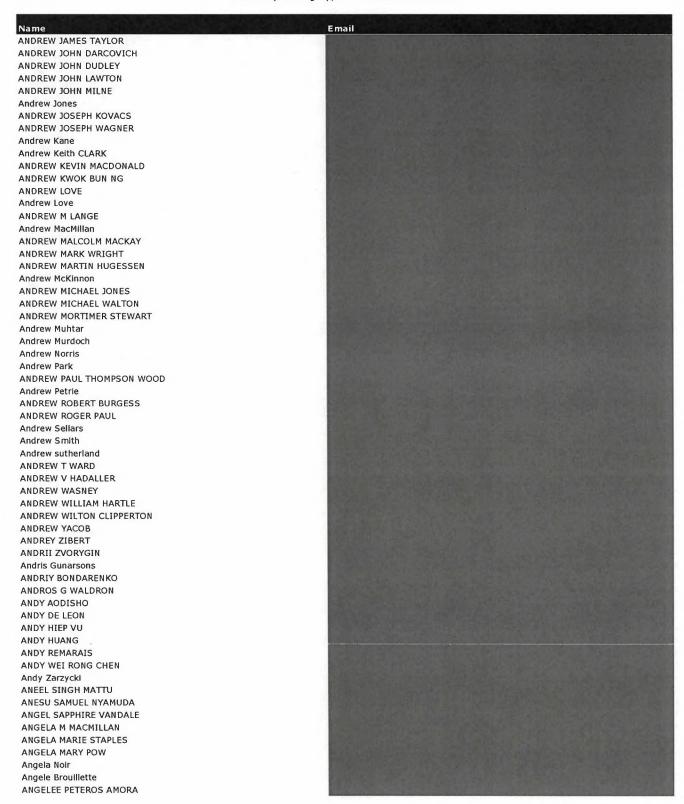
of the Cit	ty of Calgary, in the Province of Alberta
Name	Email
ALDAINE HUSANIE BROWN	
Aldo Fazio	
Aldona Dziedziejko	
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ALEJANDRO MARIANO MONTEMAYOR TIJERINA	
ALEJANDRO SIDOROVICH	
ALEKSANDAR A S JOHNSTON	
Aleksandr Litvintsev	
ALEKSANDRA POPOVIC	
Alen Pokrajac	
ALENET TUAZON	
ALESSANDRO STEFANO TIRONE	
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Alex Morokove	
Alex Napert	
ALEX SENG JOO YEOH	
Alex Viapiano	
ALEX VILLENEUVE	
ALEXA NATALIE REININK	
ALEXA RACHEL SUEZ	
ALEXANDER ALBERTO CHINCHILLA AGUILAR	
ALEXANDER ANTHONY JAMES FRANKLAND	
ALEXANDER ARMANIOUS	
ALEXANDER DANIEL STEVENSON	
ALEXANDER DUCIC	
ALEXANDER ELIAS	
ALEXANDER EUGENE RANA KLINE	
ALEXANDER FABBI	
ALEXANDER FRANCIS STERK	
ALEXANDER GEORGIOU	
ALEXANDER GERLYAND	
ALEXANDER GREENBERG	
ALEXANDER HOWARD DAVIES	
ALEXANDER J DSOUZA	
ALEXANDER J GRAY	
ALEXANDER JACOB PARDY	
Alexander James Dorbyk	
ALEXANDER JAMES TAM	
ALEXANDER JAMES WILSON	
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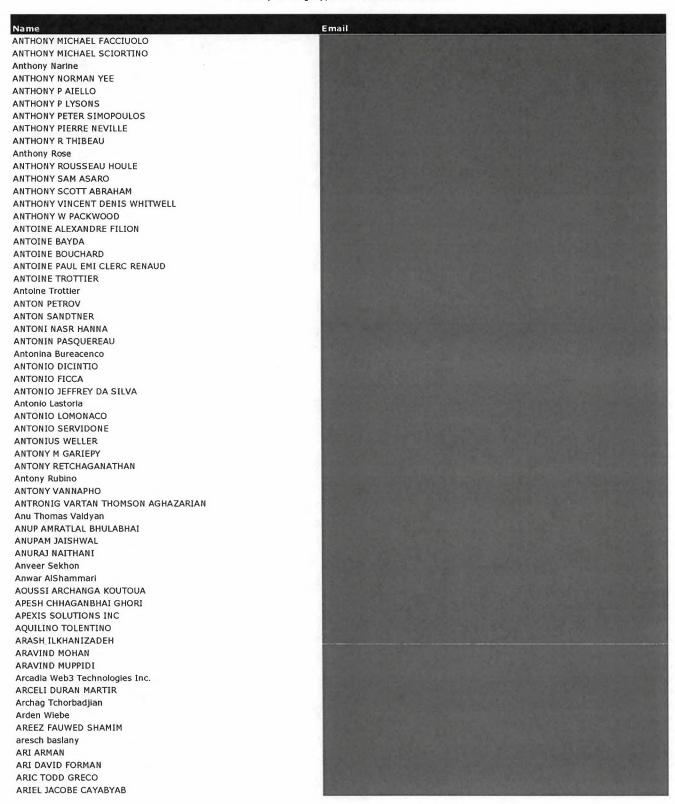




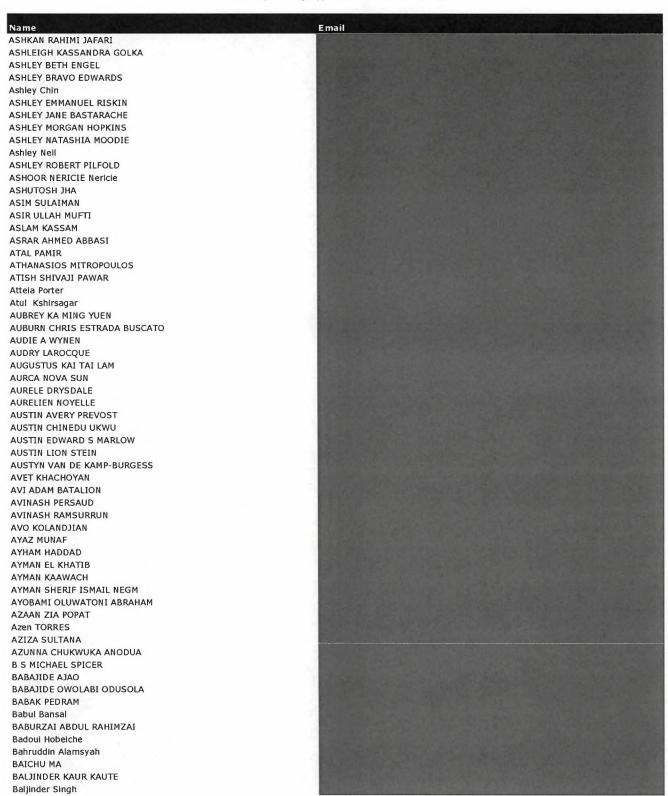




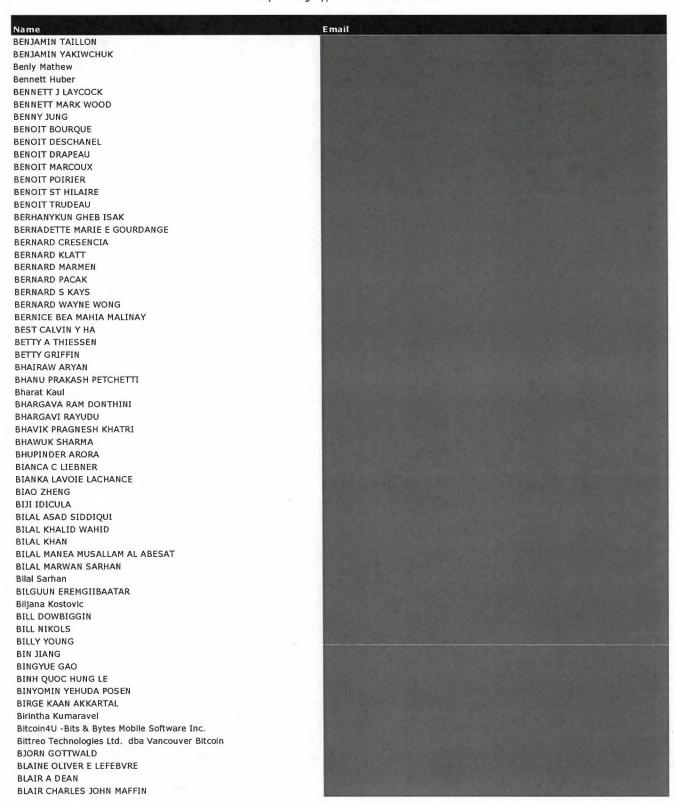




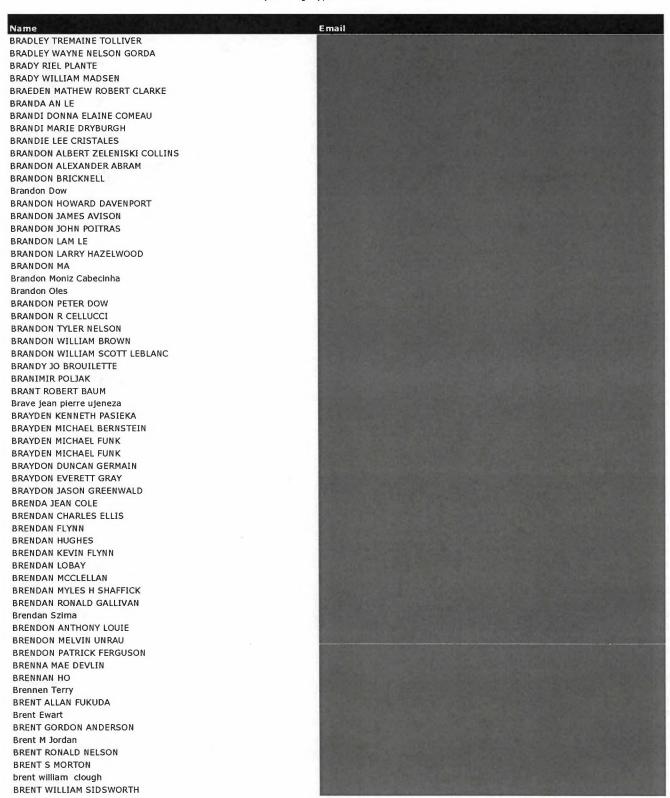
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ARISTOTE WALUKA NZIMBU	
ARJANIT SHABANI	
ARJUN KHULLAR	
Arjun Sharma	
ARJUN WALIA	
ARKADIY MATVIYENKO	
ARLENE VERBO	
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ARLY JOHN ACEBU CALUAG	
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ARMAN DAVTYAN	
ARMAN JOSEPH CACAYORIN ASUNCION	
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ARMIN ERFANIAN	
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Arnold Bogdan	
ARNOLD P ENTZ	
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AROUNA SAWADOGO	
ARPAN SUR CHOWDHURY	
ARPAN THAPALIYA	
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ARTHUR LEUNG ARTUR CRETU	
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ARTUR PETROSIAN ARUN GNANA VIJAY IRUTHAYARAJ	
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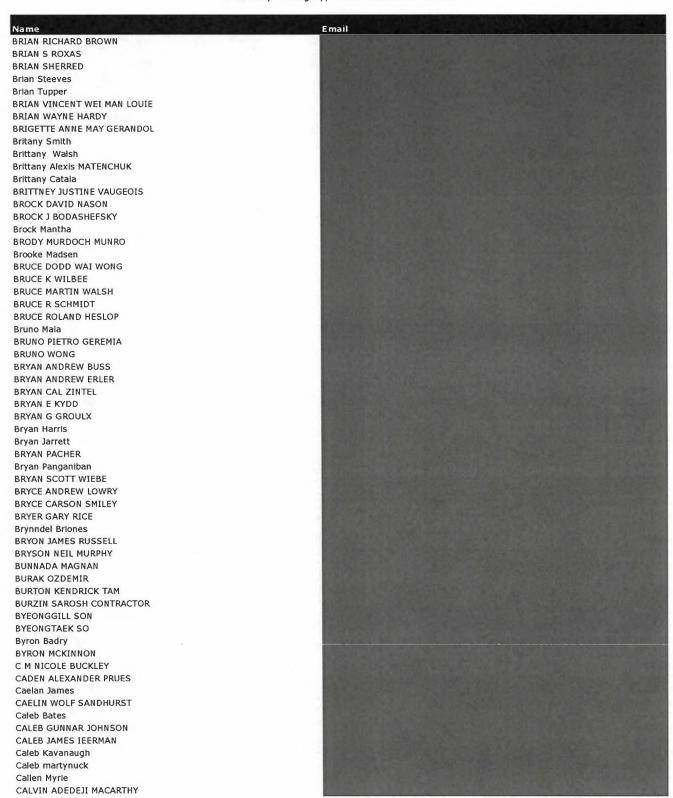




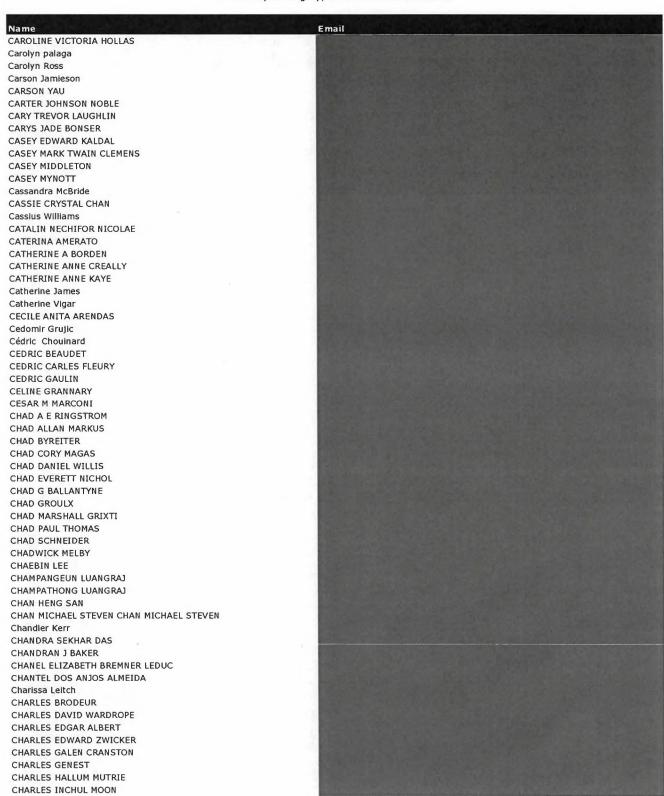
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BLAIR STANLEY UCHMAN	
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Blake Mitchell	
Blake Moran	
BLAKE THOMAS MATTSON	
Blake Zigrossi	
BLAYNE DUSTIN SCOTT WAGEMAKERS	
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Bonnie Sue GANNON	
BORIS SANDLER	
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Brad Zayak	
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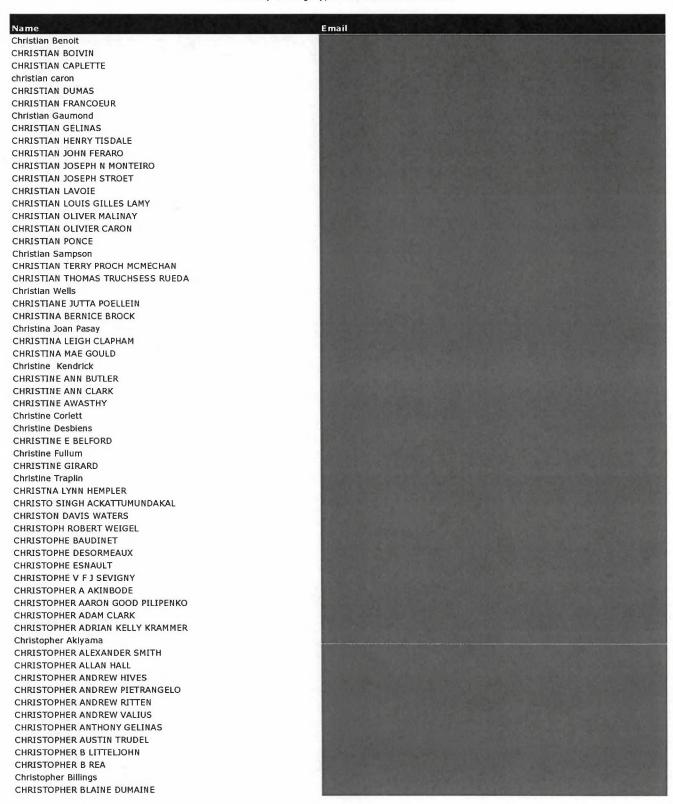




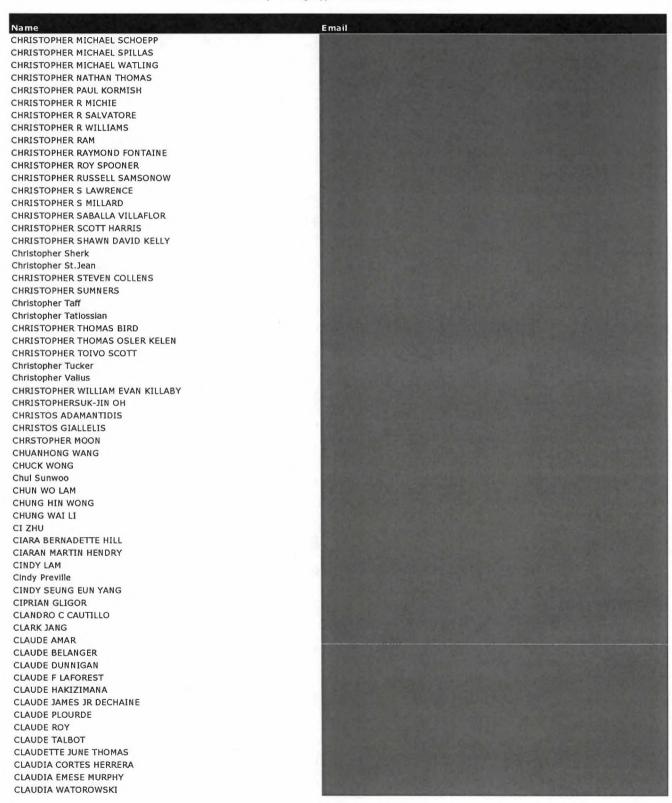
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Calvin Shek	
CAMELIA HASSANINE	
Cameron Cathcart	
CAMERON COPELAND	
CAMERON DANIEL CLARKE	
CAMERON DAVID CARR RICHARDSON	
CAMERON DAVID LIRONDELLE	
CAMERON DENNIS STARK	
CAMERON FRANCIS WAITE	
CAMERON GEORGE SIRDIAK	
CAMERON HUGH WHITEHEAD	
CAMERON JAMES WEATHERHEAD	
CAMERON KEITH D'ANDREA	
CAMERON KYLE DESMARAIS	
CAMERON RAMPERSAD	
Cameron Weatherhead	
CAMILLE MOREAULT DENIS	
CAMILO DELA ROSA ZOLETA	
CANDACE M HANSEN	
Candice Esposito	
CARA NICOLE BATEY	
CAREY DANE MATTHEW BEAUDIN	
CARINA MARCELA DARIDA	
CARL ALEXANDRE BOUARI	
CARL CHAREST	
CARL DUNCAN	
CARL E RUSSELL	
Carl Elliott	
CARL JOSEPH HENRY COOK	
CARL MENARD	
CARL PIGEON	
Carl Prévost	
CARL RAYMOND ELLIOTT	
CARL VEILLEUX	
CARLA ANDREA ZOURNTOS	
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CARLITO SANTOS	
CARLO FRANCO VASQUEZ	
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CARLOS ANDRES GUTIERREZ PEREZ	
CARLOS BROOKS	
CARLOS EDUARDO LUNA URREA	
CARLOS GUSTAVO BELLO GUTIERREZ	
Carlos Gutlerrez Solls	
Carlos Mota	
CARLOS RIVERA	
CARLY MILLER FISHER	
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CARMEL STOESZ	
CARMEN LEAH JOHNSON	
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CARMINE BIANCO	CONTRACTOR DE LA CONTRA
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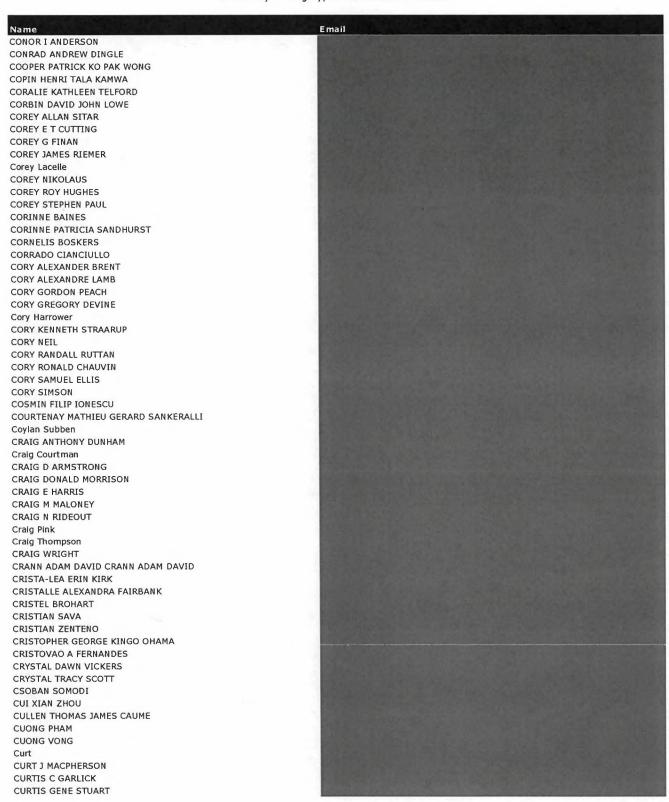
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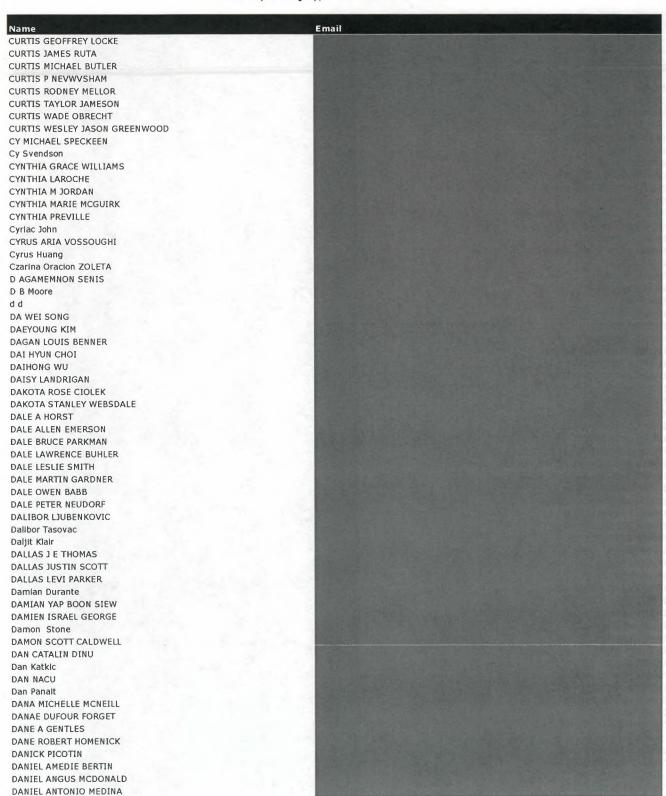


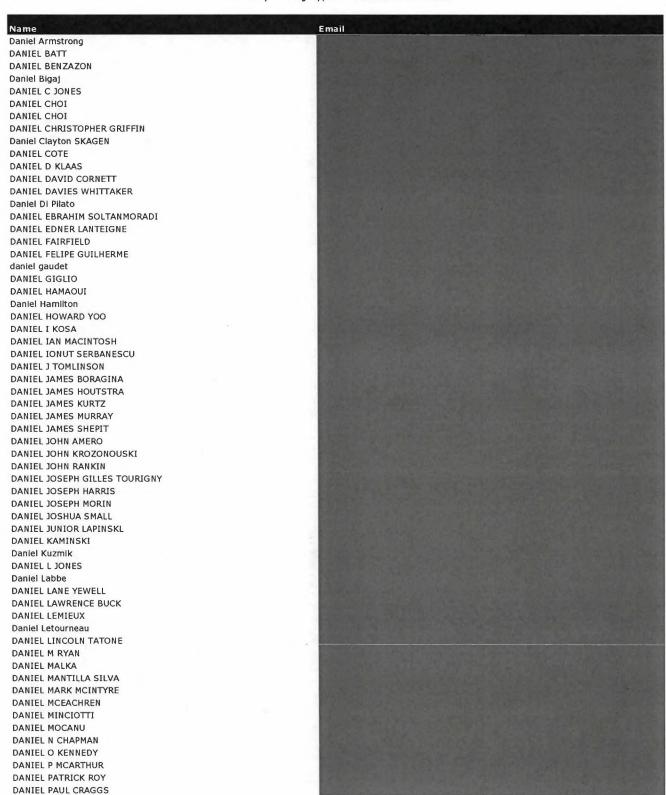
or the city	of Calgary, in the Province of Alberta
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CHRISTOPHER C KETTLEWELL	
CHRISTOPHER CANDILLO	
CHRISTOPHER CHUNG YIN TONG	
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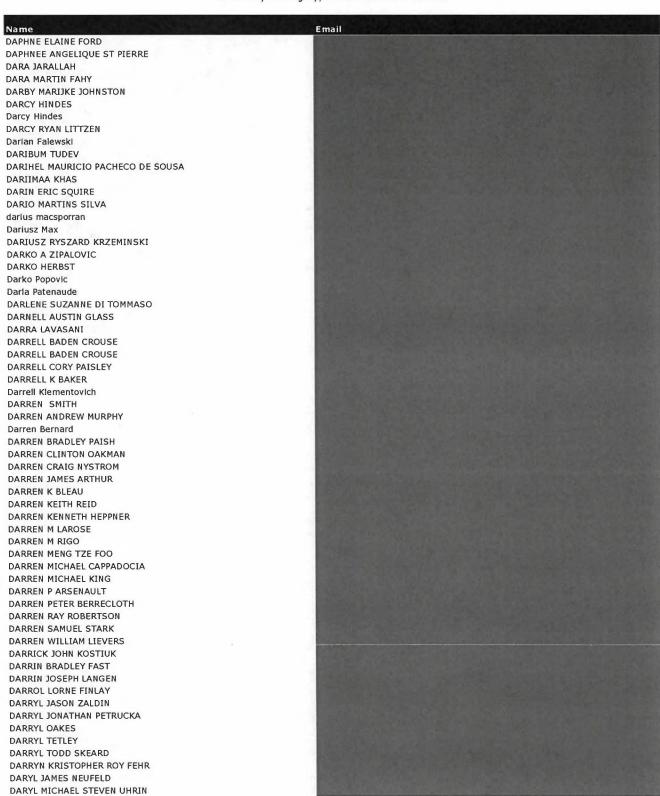
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Cole S C Rutherford		
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COLIN B BRAY		
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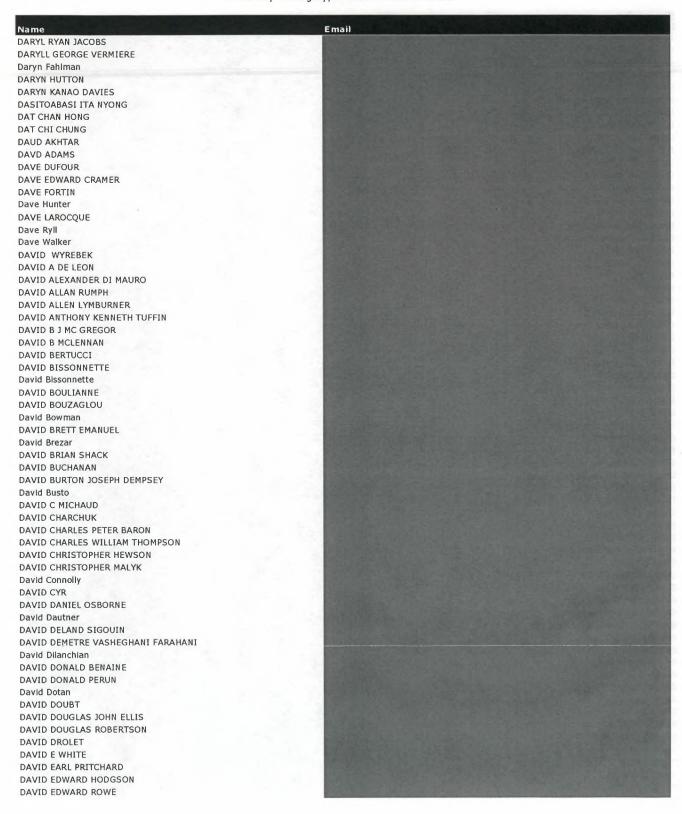


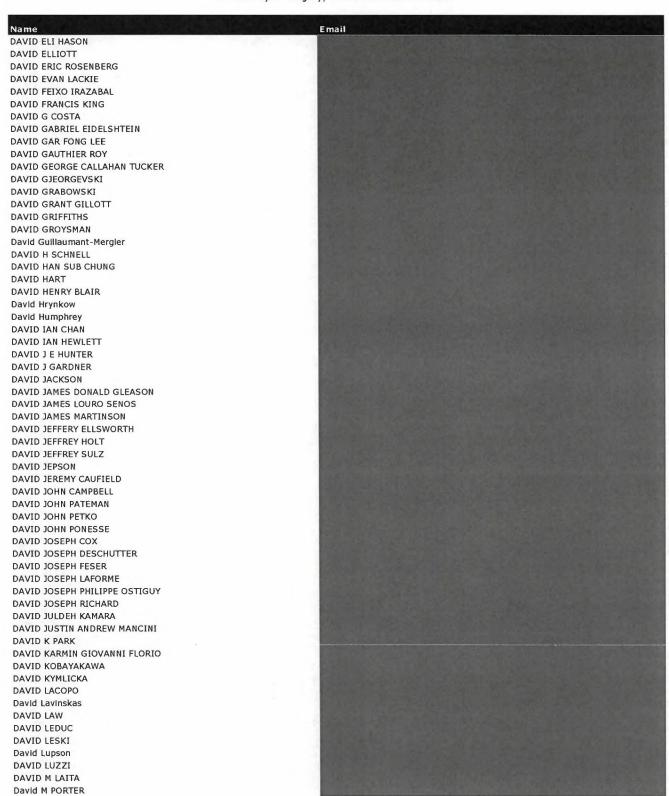




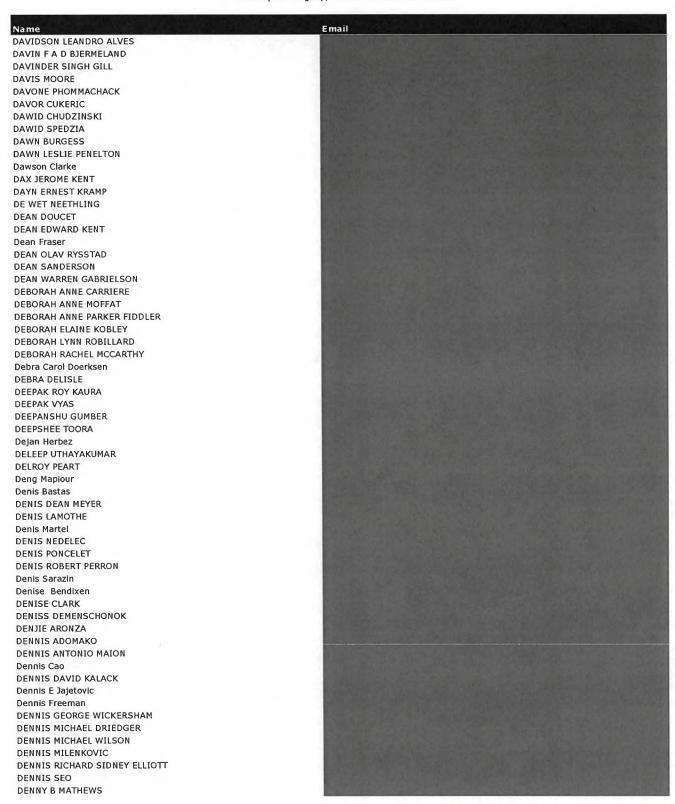
Name	Email
DANIEL PAUL MACK	
DANIEL PLACIDO MARI	
DANIEL PRUDENT	
DANIEL RAY REESOR	
DANIEL RICHARD LASHBROOK	
DANIEL RICHARD STYBA	
DANIEL RICHARD WAY	
DANIEL ROBERT GRAHAM	
DANIEL ROBERT ZIMMERMAN	
DANIEL ROGER HALL	
DANIEL SALOIS	
Daniel Scott	
DANIEL SCOTT ARMSTRONG	
DANIEL SHUANG LI CHIANG	
DANIEL ST PIERRE	
DANIEL STEFAN POP	
DANIEL STEGMEIER	
Daniel Sultana	
DANIEL T BURWELL	
DANIEL T FLOOD	
DANIEL TARAN	
Daniel Tatone	
DANIEL TRAVIS KING HAWES	
DANIEL VATALARO	
DANIEL WADE STURKO	
DANIEL WEISBERG	
DANIEL WHITELAW	
DANIEL Y LECLAIR	
DANIEL YACOUB	
DANIEL YONGSUK HONG	
DANIELE BRENNA OLIVIA MURPHY	
DANIELG HARRINGTON	
DANIELLA FAIELLA	
Daniella Falella	
DANIELLE ANNE ROBINSON	
DANIELLE CATHERINE D'SOUZA	
DANIELLE FOURNIER	
DANIELLE JUST MCCARTHY	
DANIELLE LA RIVIERE	
DANIELLE MARIE WHITESIDE	
DANIIL KISELEV	
DANIL ERKO	
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Daniruth Chhiv	PROPERTY AND ADDRESS OF THE PROPERTY OF THE PR
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DANNY R CRUZ	
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DANVER CHARLES F BAUMAN	
DANY DAVID	
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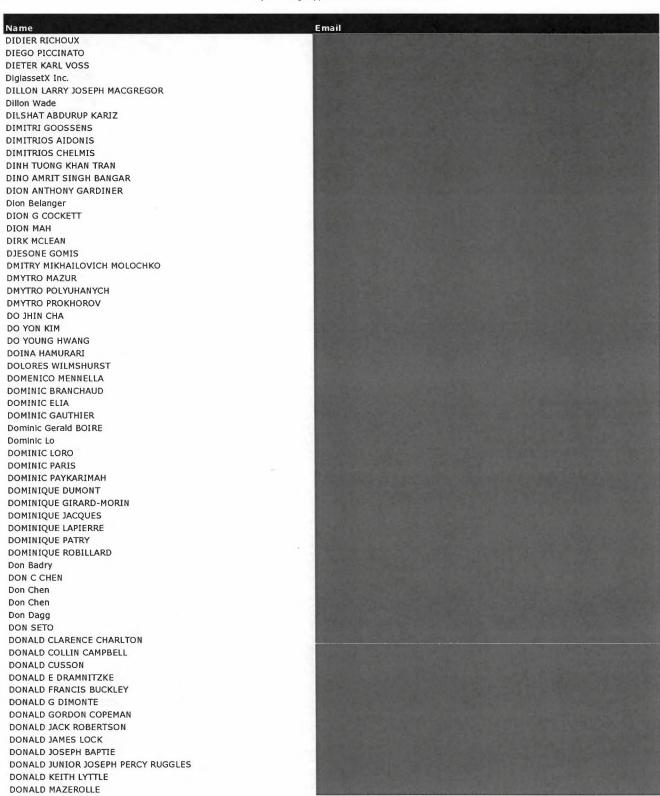


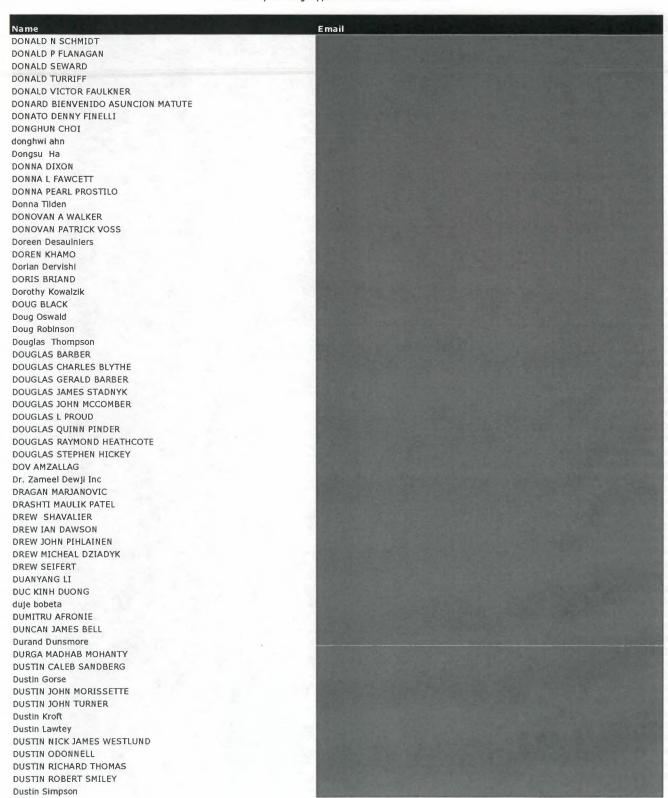


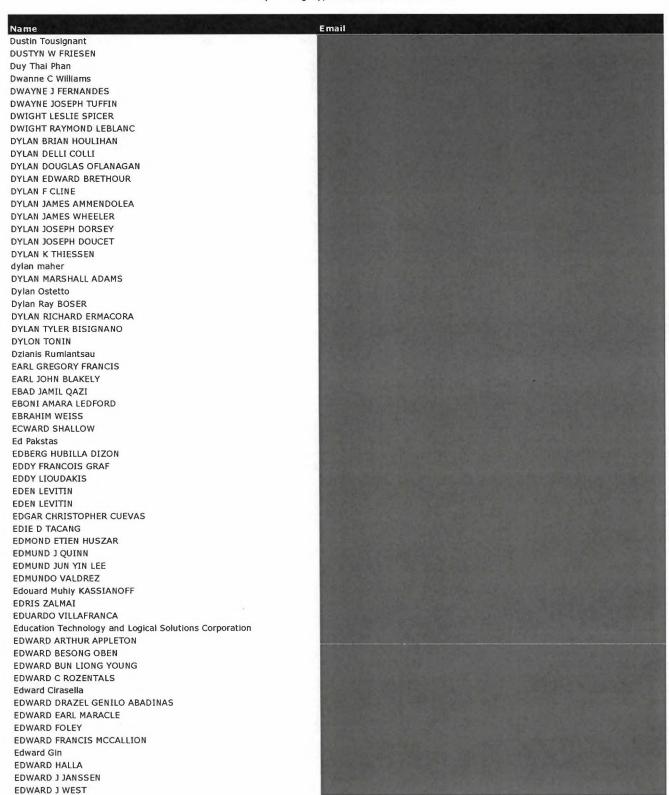




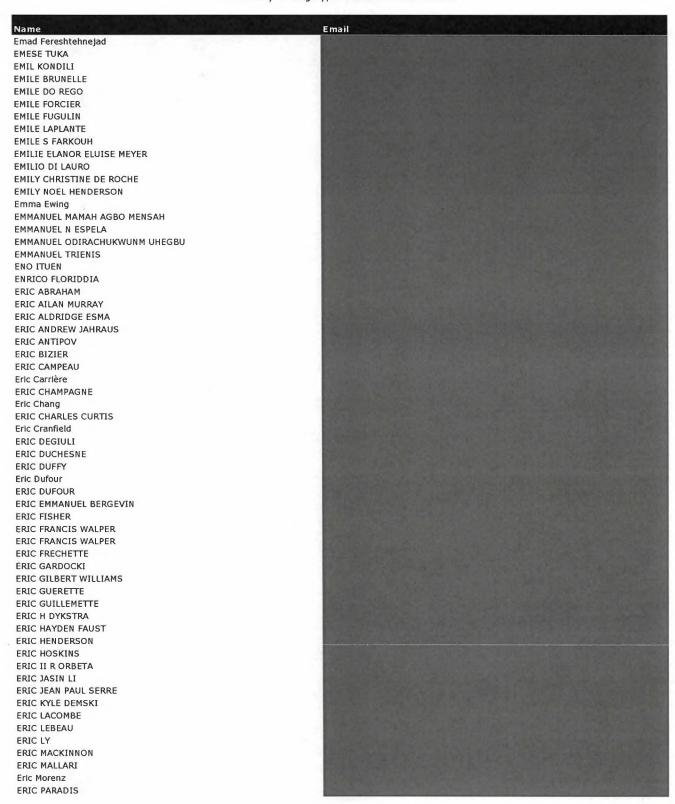
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DENYS KORYTKO	
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DEON E FLASH	
DEONNE SANKAR	
DEONNIE GENE GONZALES MACABALES	
DEREK ALAN CARTWRIGHT	
DEREK ANDREW JESSOP	
DEREK BURNS	
DEREK CARRIERE	
DEREK E DOLSEN	
DEREK EDWARD MACEACHERN	
Derek Johnson	
DEREK LINHARES	
Derek Lucero	
DEREK M REDDING	
DEREK PETER POCOCK	
Derek Reay	
DEREK STOCKFISH	
DERICK NKONGHO ENOH	
DERRICK JOSEPH HOGEMANN	
Derrick Machado	
DERRICKD EARLE	
DERYN RACHEL ANNE DUESBERY	
DESHIKAN GUDIMELLA	
Desiree Celeste S KAY	
DESMOND DONALD ROSS	
DEV JEET SINGH	
DEVAN JOHN PENNER WOELK	
DEVARAJ NATARAJAN	
DEVIN KIRK SINCLAIR	
DEVIN MICHAEL BLACKBURN FRANKLAND	
DEVIN MITCHEL CLARK ROBBINS	
DEVIN ROOKS	
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DEVON A SKIFFINGTON	
DEVON ALEXANDER MACDONALD	
Devon Doyle	
Devon Michael Graves	
Devon Robert Henley	
DEWAYNE LEE THOMAS	
DEXTER RICO DIZON	
DEYUN YUAN	
DHANIE TULSHI	
Dharmanand Rajkumar	
DHARMESH BHARATBHAI SOJITRA	
DHIMANKUMAR RAMNIKBHAI SHEKHAT	
DIANA A RICHARDSON	
DIANA ANNETTE GLENNIE	
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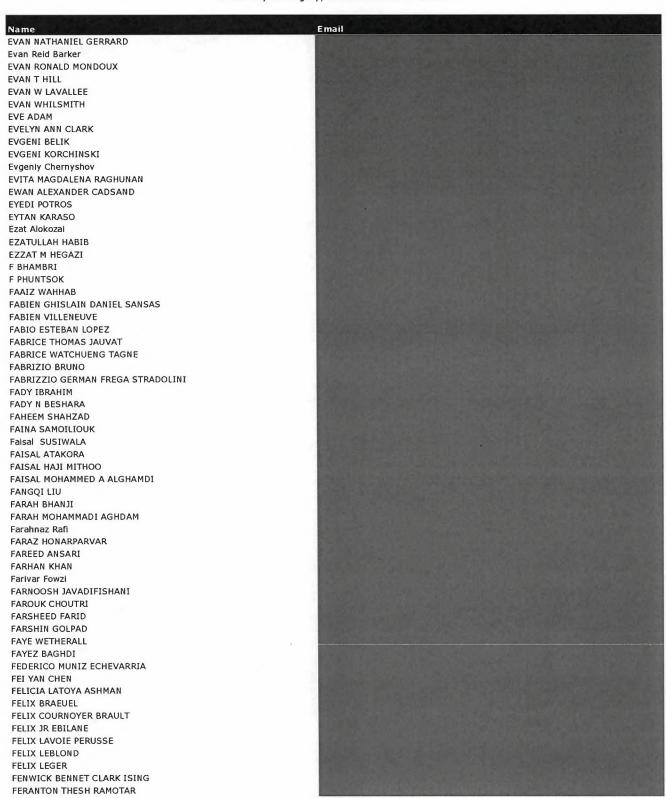


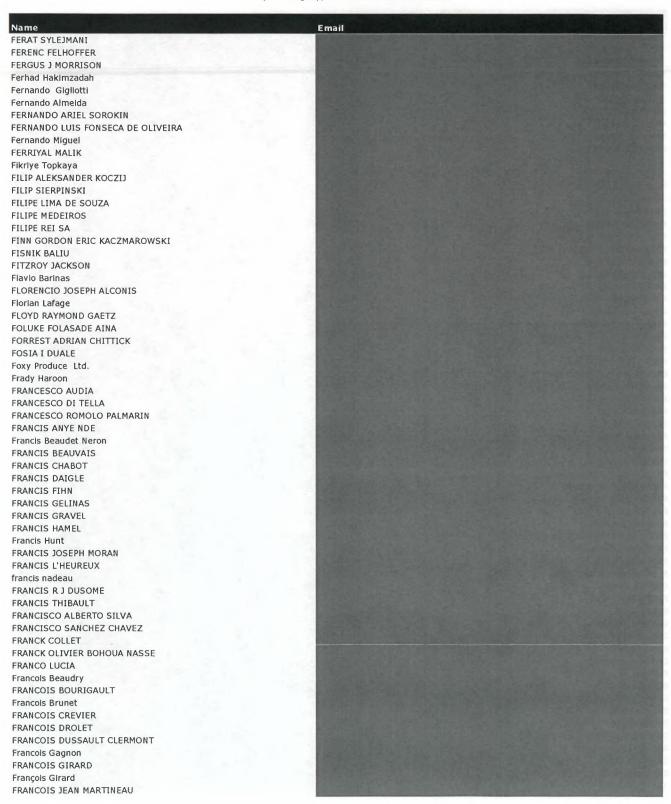


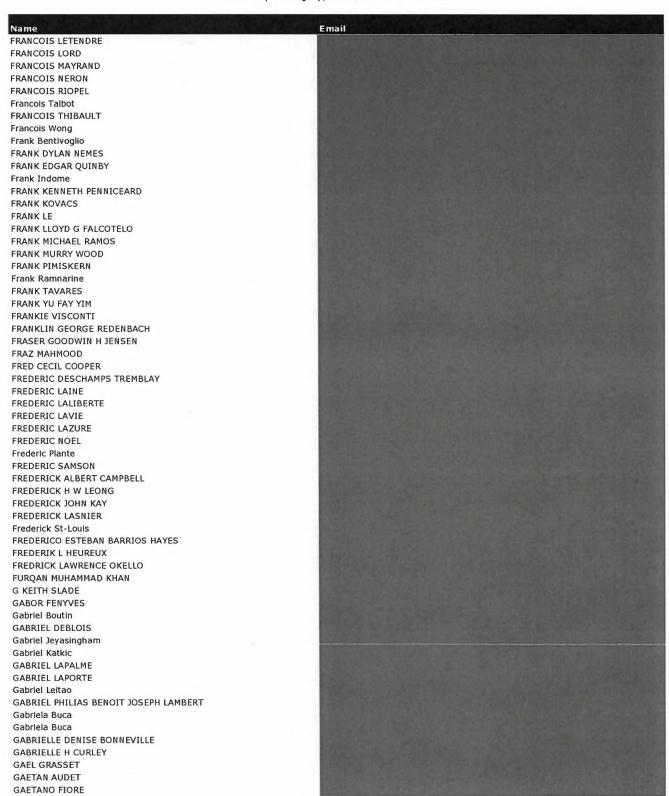


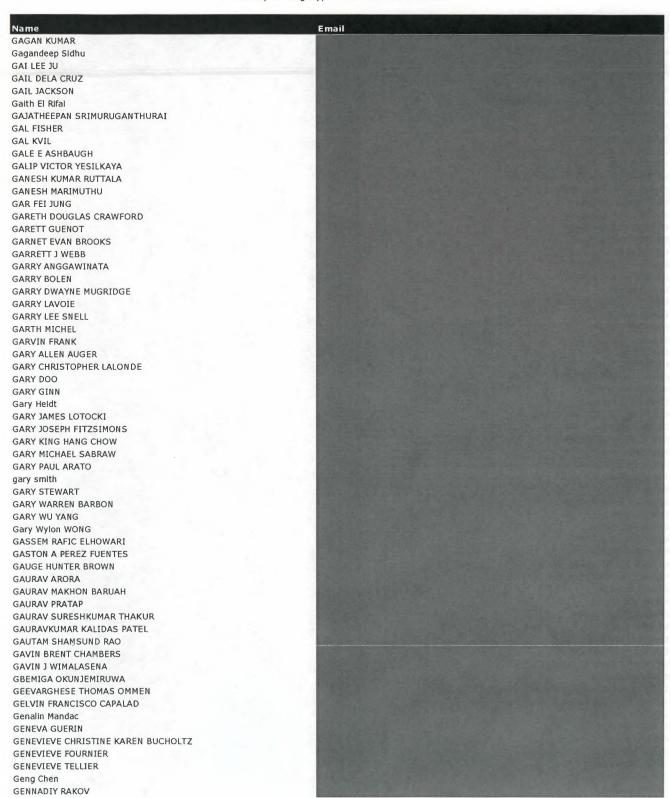


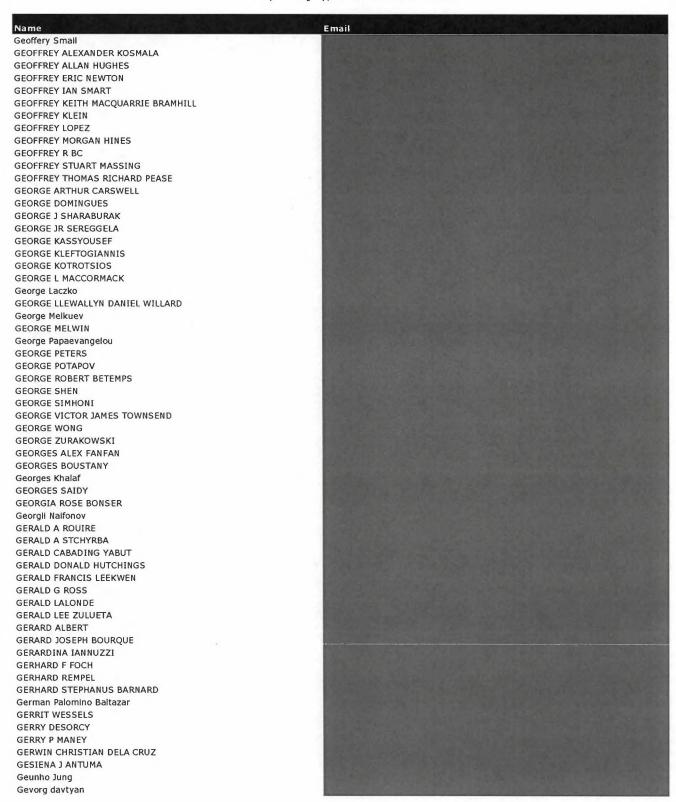
or tr	ne City of Calgary, in the Province of Alberta
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Name	Email
ERIC POULIOT	
ERIC R WESTELAKEN	
ERIC RICHARD GEORGE BAGNALL	
ERIC SABOURIN-TOUPIN	
ERIC SIMARD	
ERIC SOREN KJOLBY	
ERIC STOCKAND	
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ERICA IKARI	
ERICH J NOORDHOFF	
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ERIK JOHN GRAHAM	
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ERIK N GUZMAN	
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Erik Traulsen	
ERIK ZAREMBA	
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Erika Prett	
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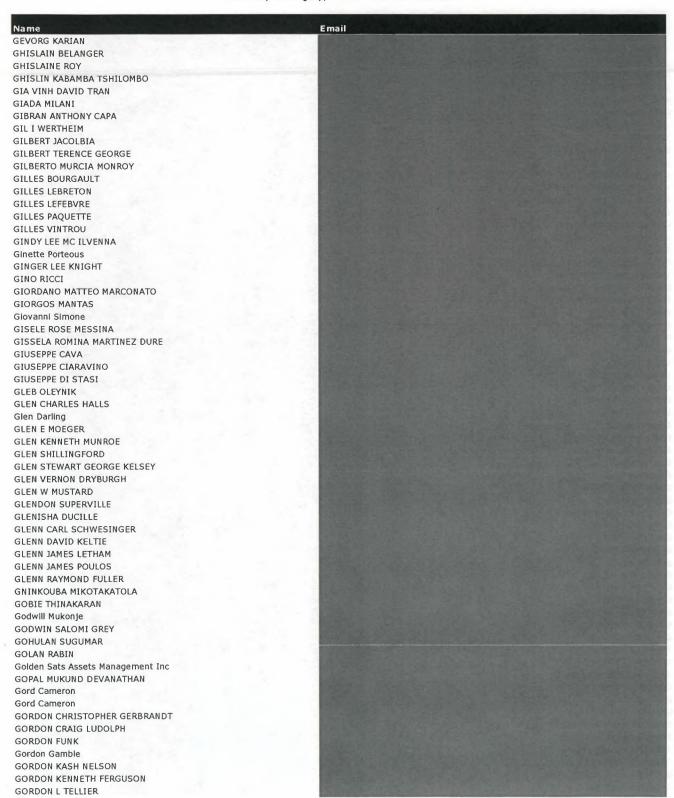


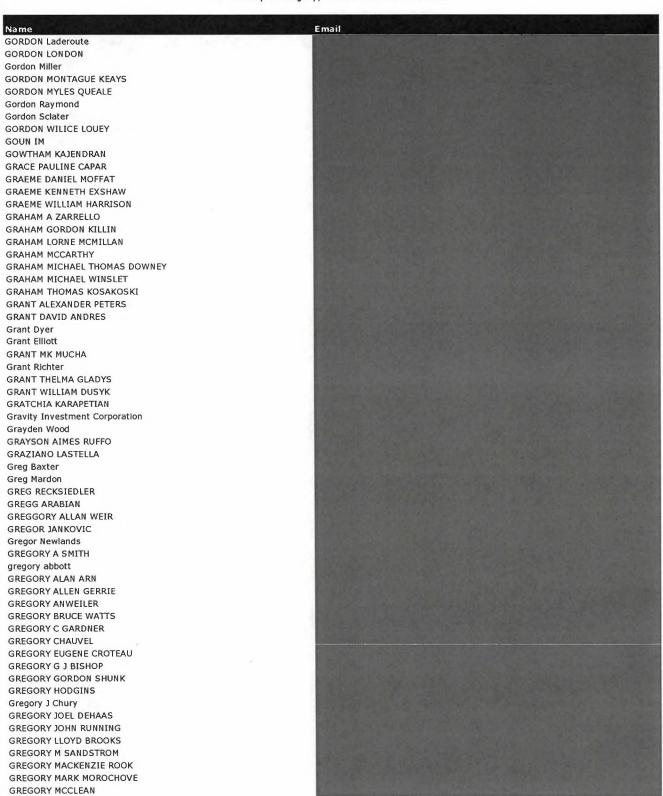




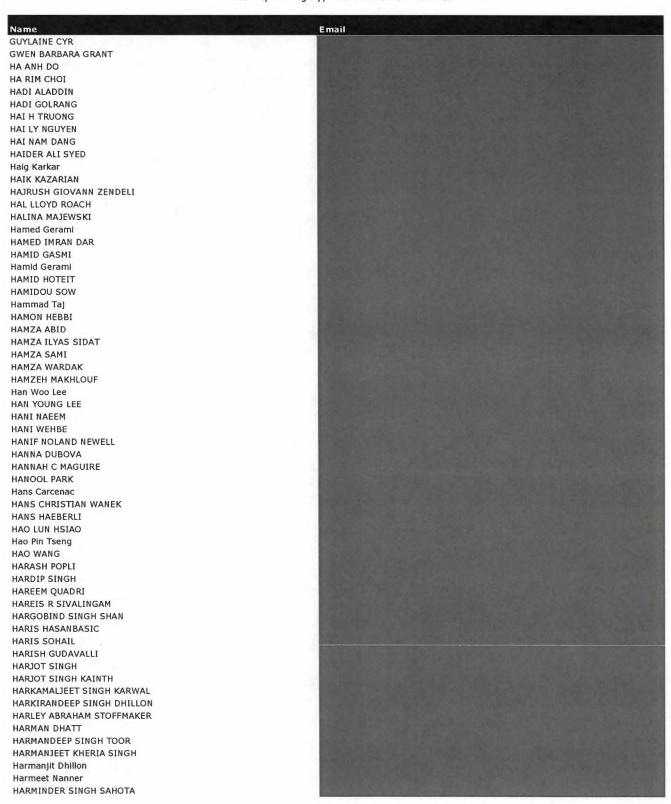


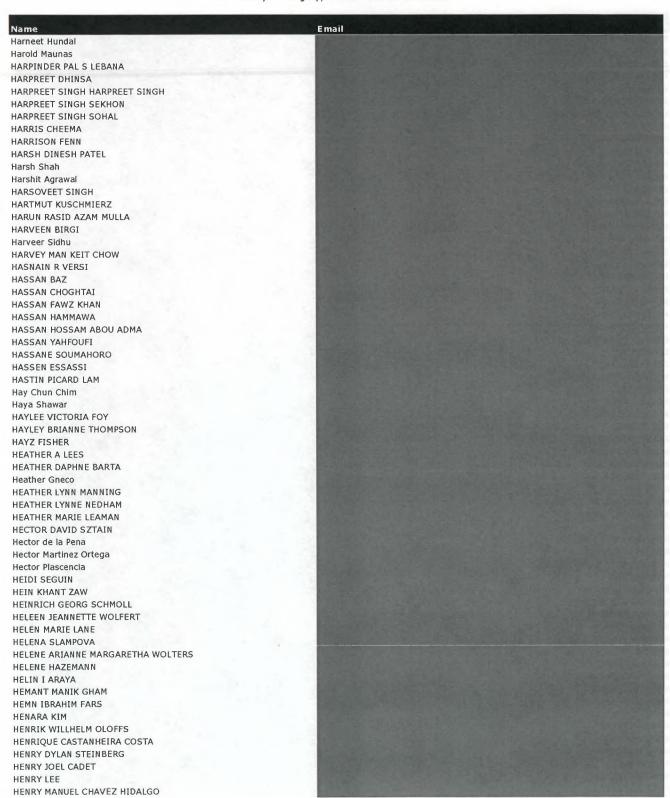


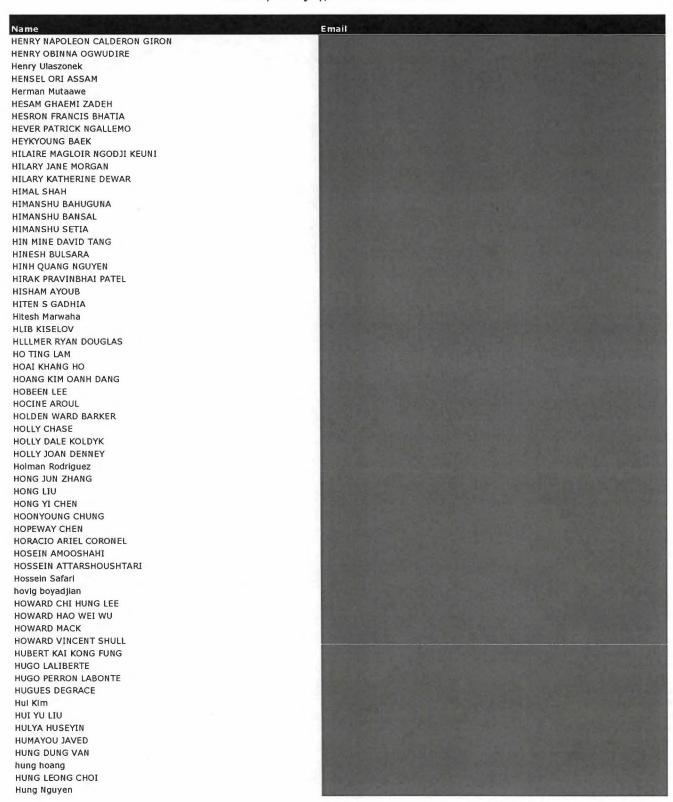


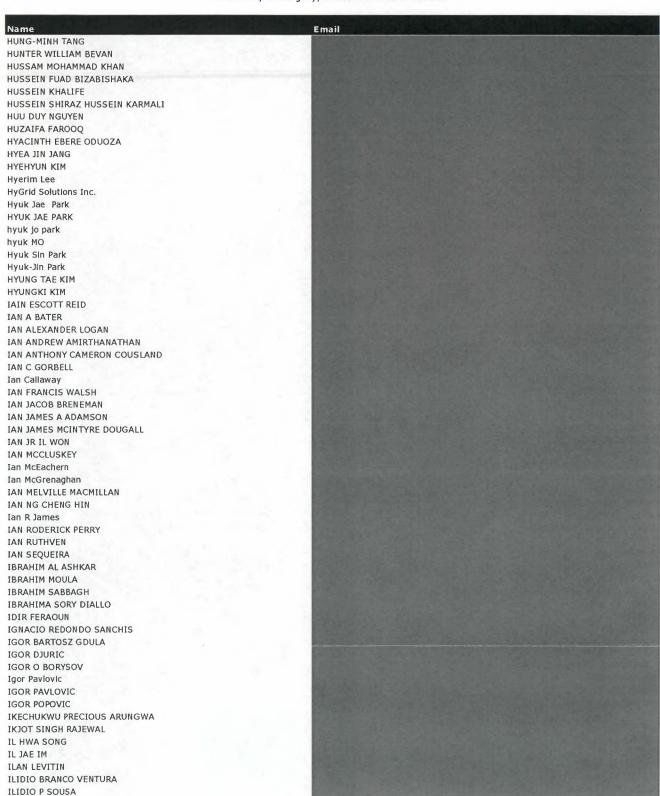


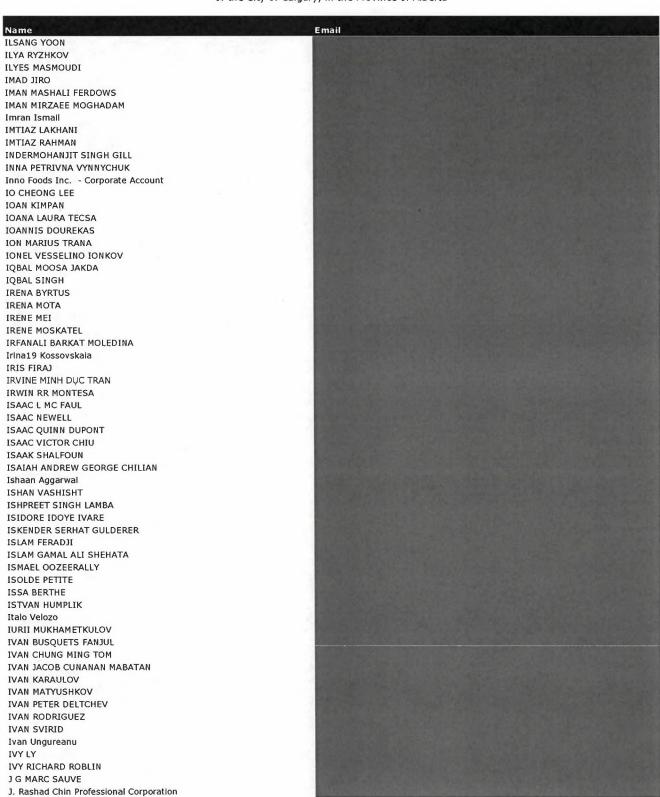




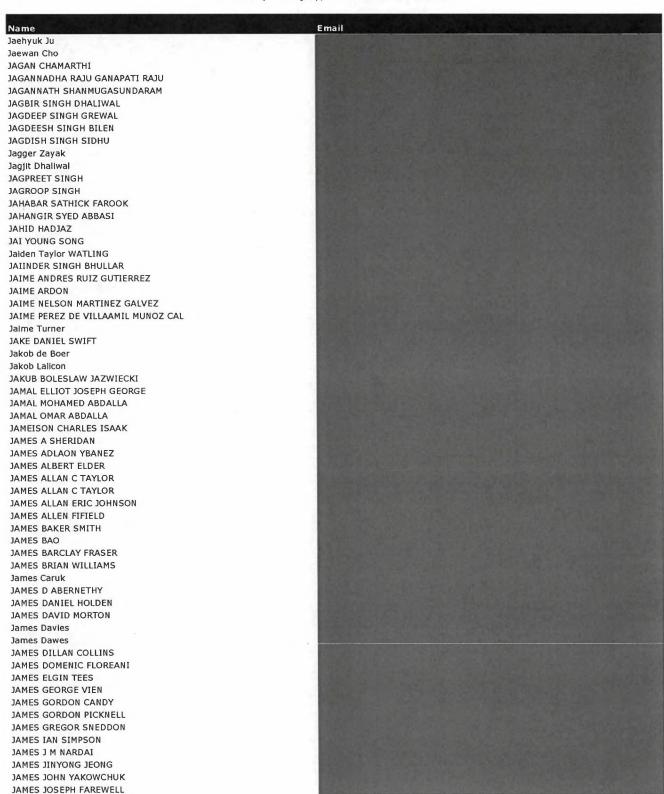


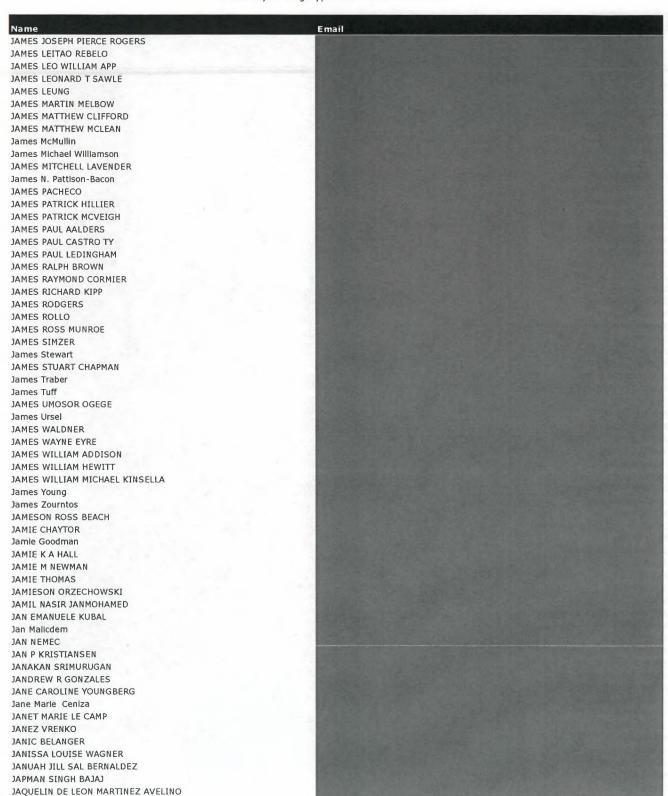


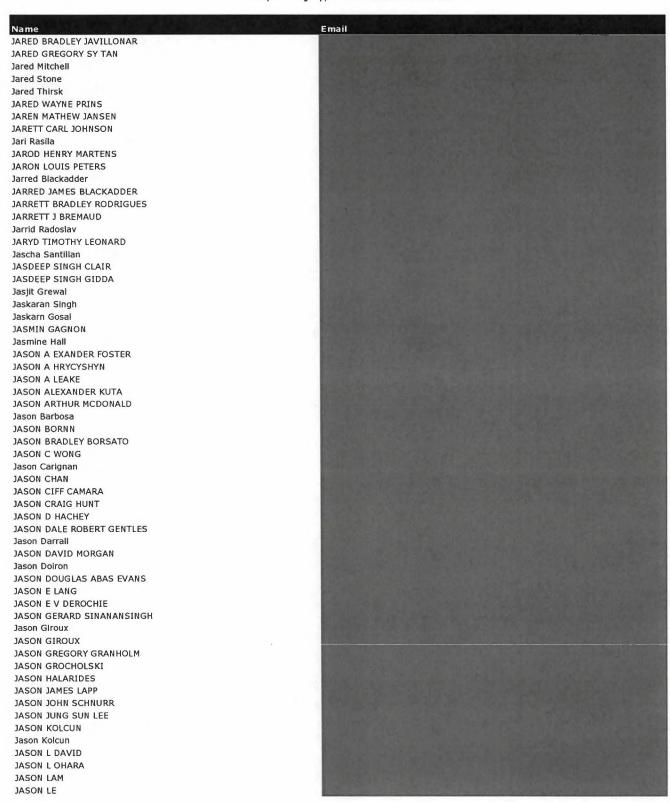


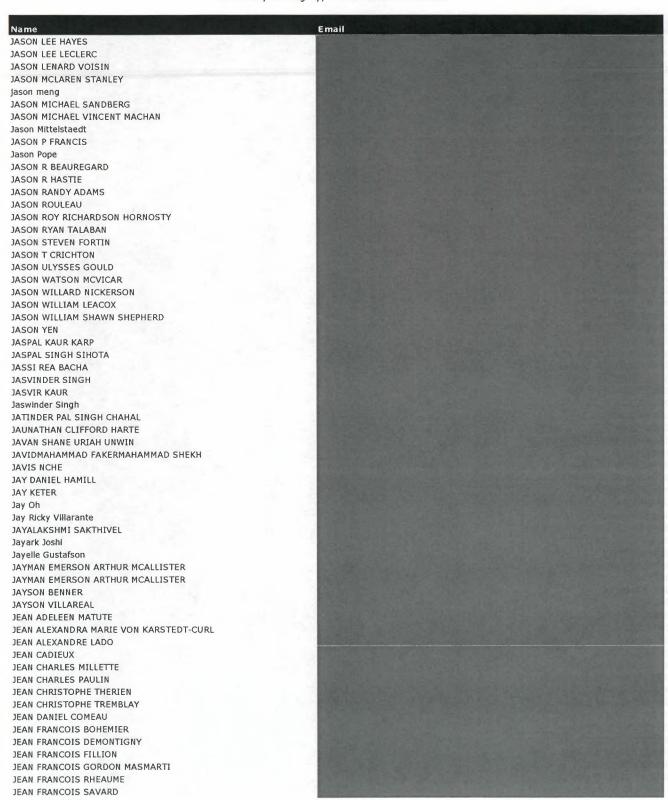




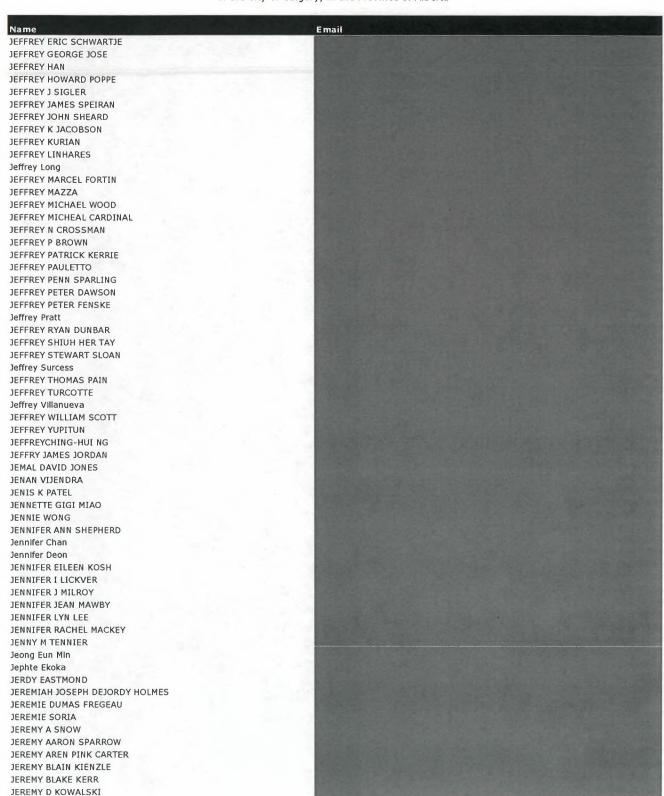


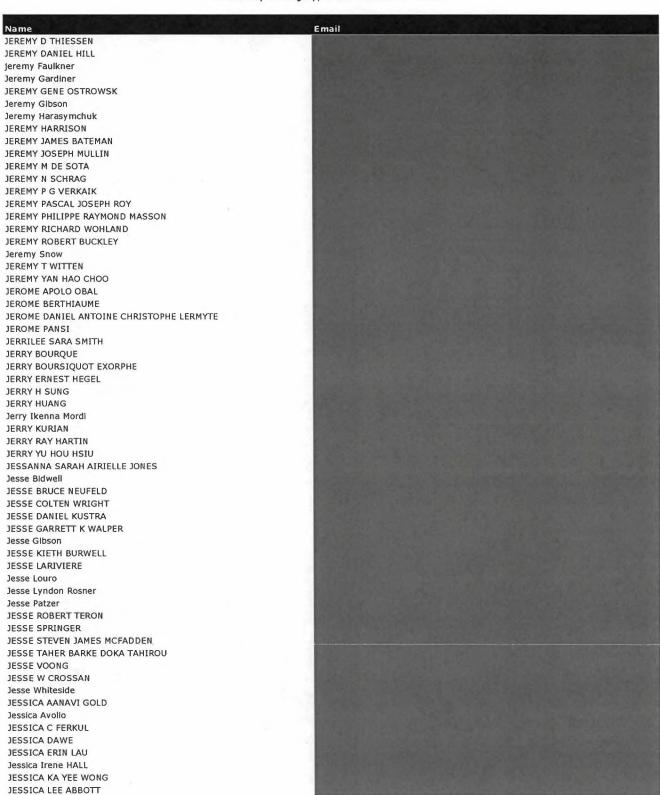




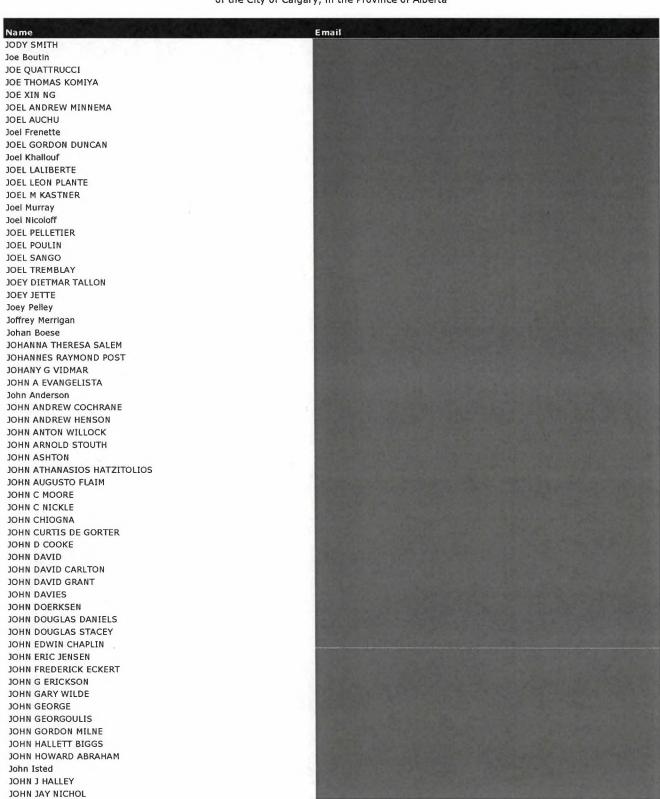


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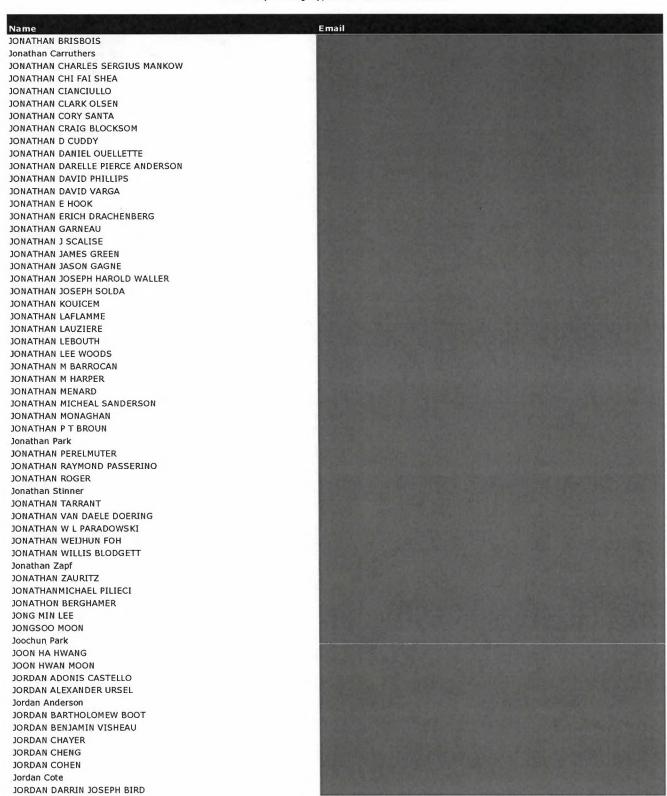




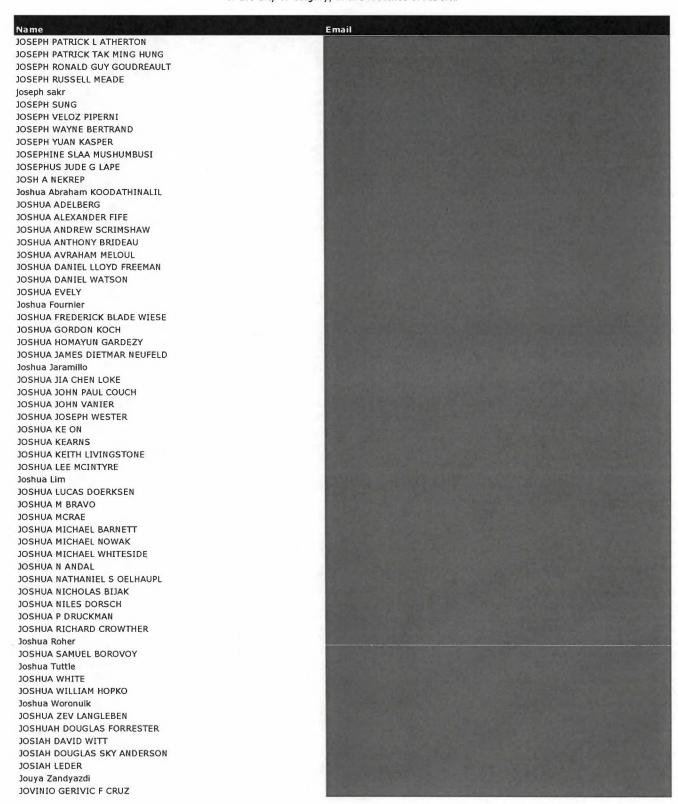
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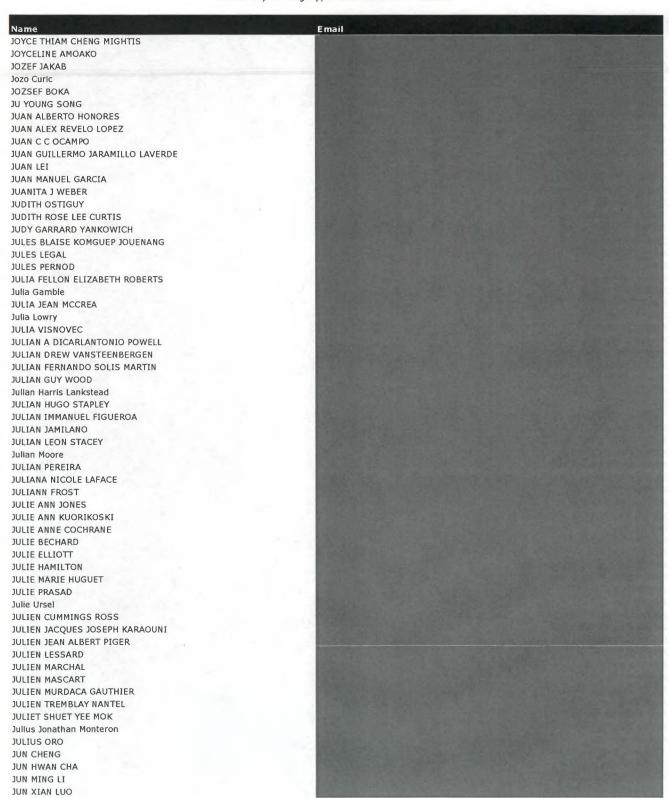


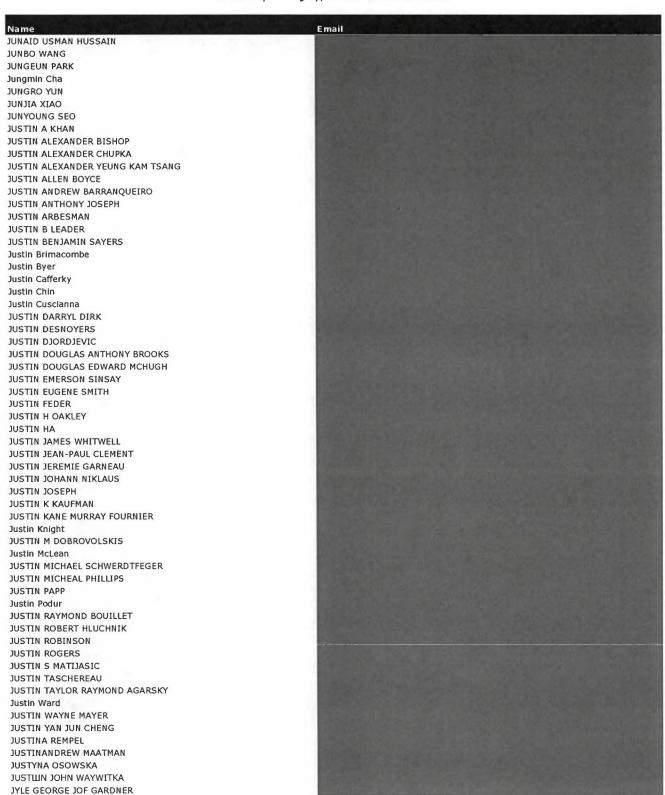




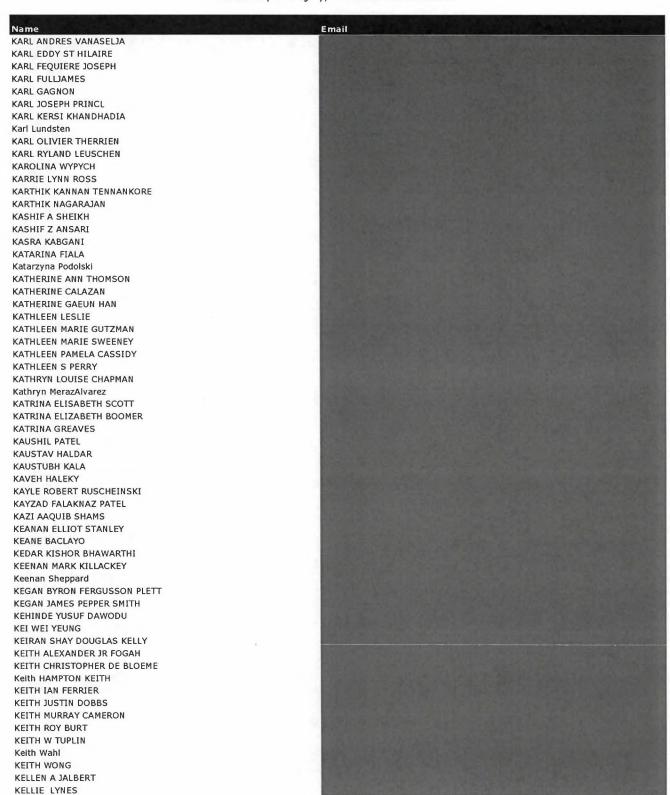




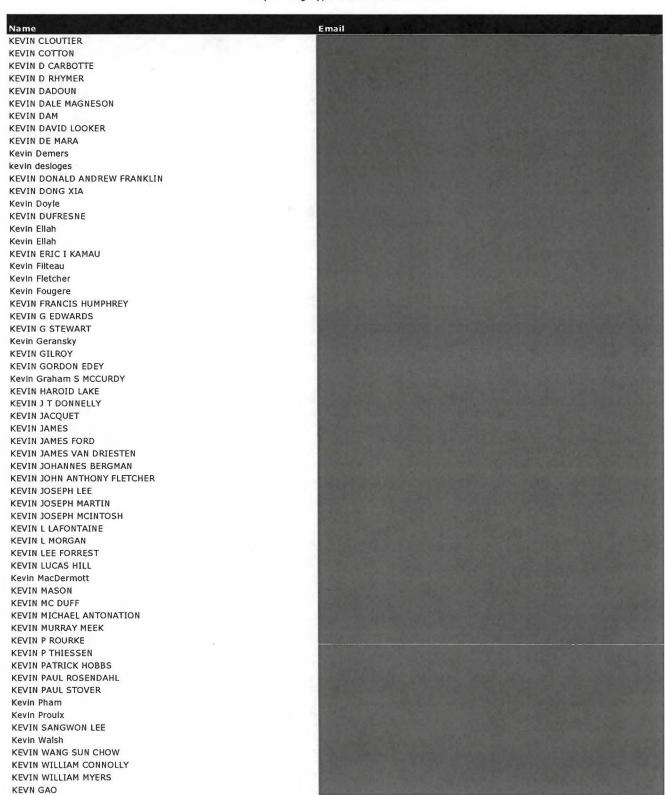




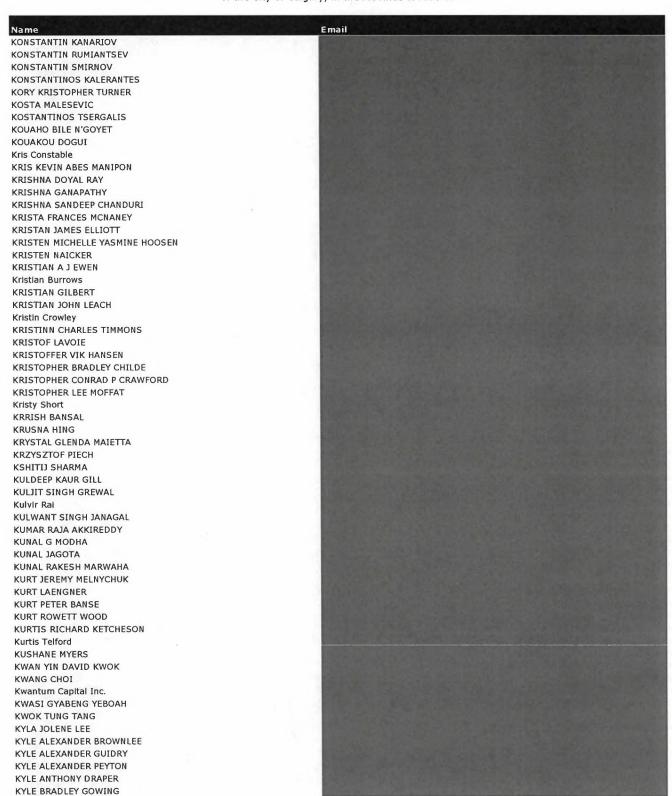


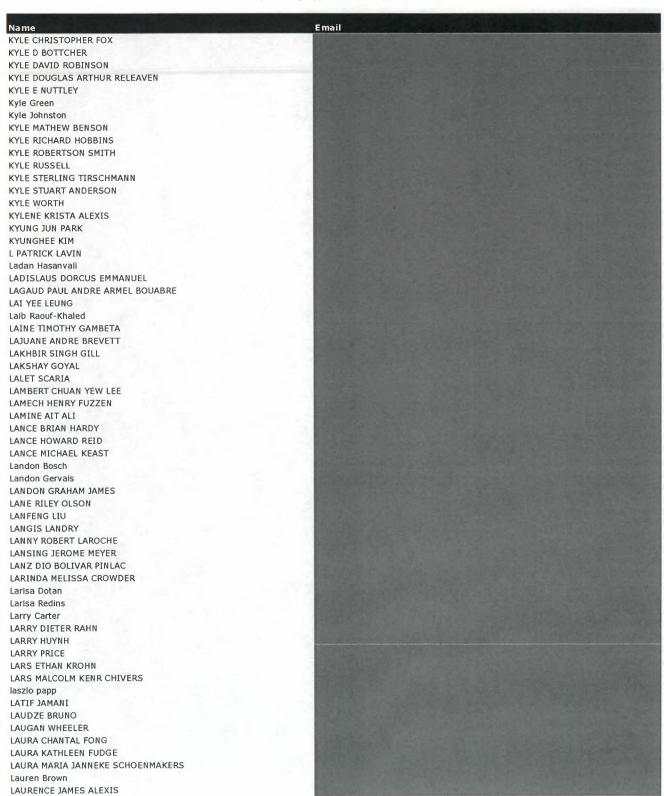


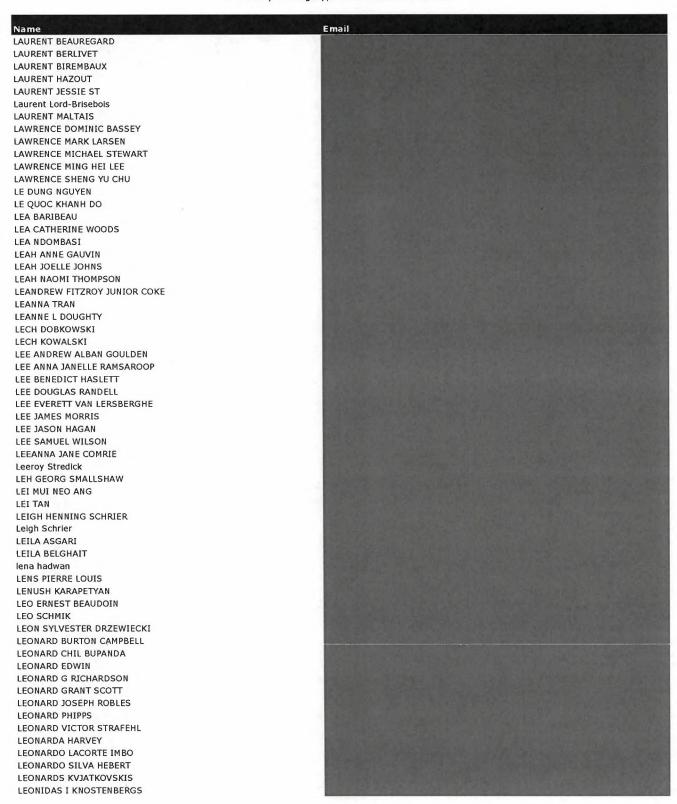




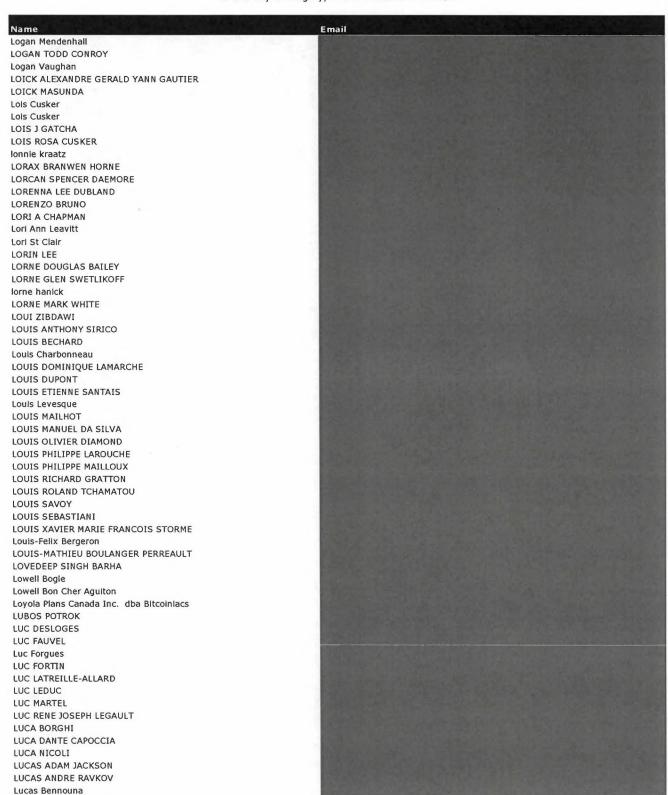
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KHALIL ARABI	
KHOLE ROBERT SANGER GREENWAY	
Khurram Shelkh	
KHUSRAW JAMIL	
KHYATI ARVINDBHAI PATEL	
KIARASH MOSHIRI	
Klback Kwon	
KIEL RUSSELL THOMSON	
KIEN VAN TRAM	
KIERAN MICHAEL SMITH	
Kilian O'Donoghue	
KIM ALBERT SAN CALLEJA	
KIM EN NGUYEN	
KIM L MORRISON	
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Kim Nunney	
KIM PRUNEAU	
KIMBERLEY A STRINGER	
KIMBERLEY WALSH	
KIMBERLY ANNE GAMBLE	
KIMBERLY ANNE MARIE BEHNKE	
KIMBERLY MICHELLE HATHAWAY	
KIMBERLY SUSAN FLEAR	
Kimora Le Andre Adetunji	
KIN HANG LEE	
KINFE TADESSE MENGISTU	
KINGSLEY BOUNS KINNAN HOWARD KWOK	
KIRAN JAY BABLA	
KIRAN KRISHNAN	
KIRAN PRAKASH VAIDYA	
KIRILL BLOTSKII	
KIRILL UNRAU	
KIRK F E BUZZELL	
KIRK IVAN TELEGUS	
Kirkland Young	
KIRPA KHANGURA	
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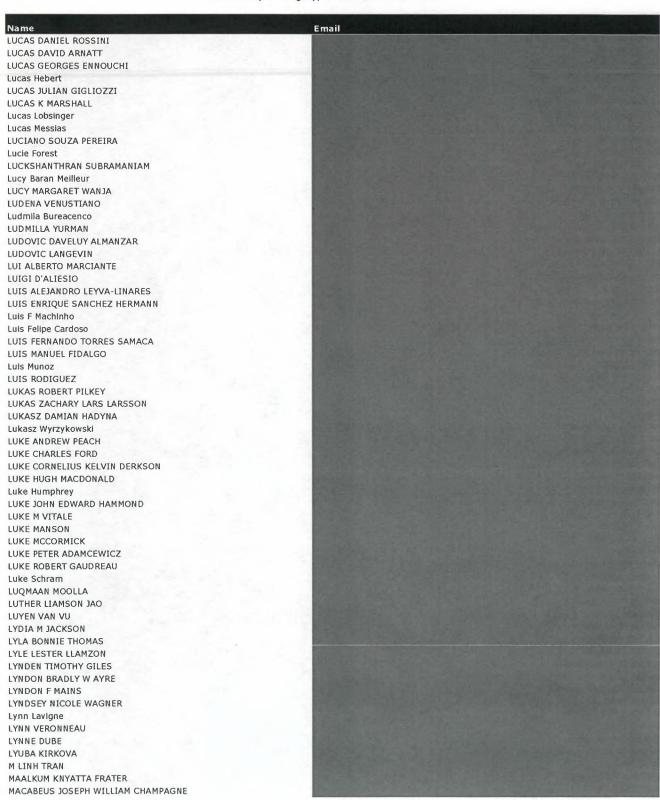


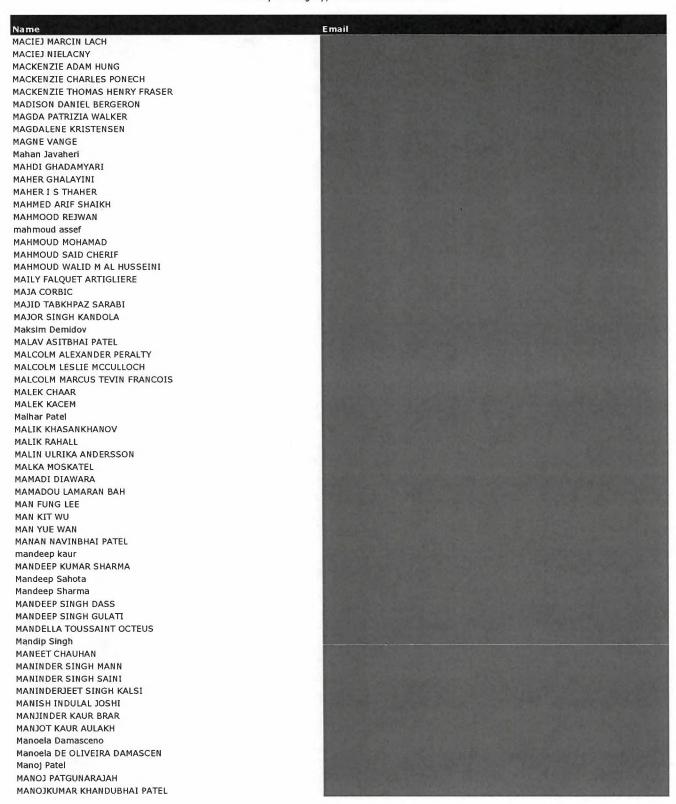




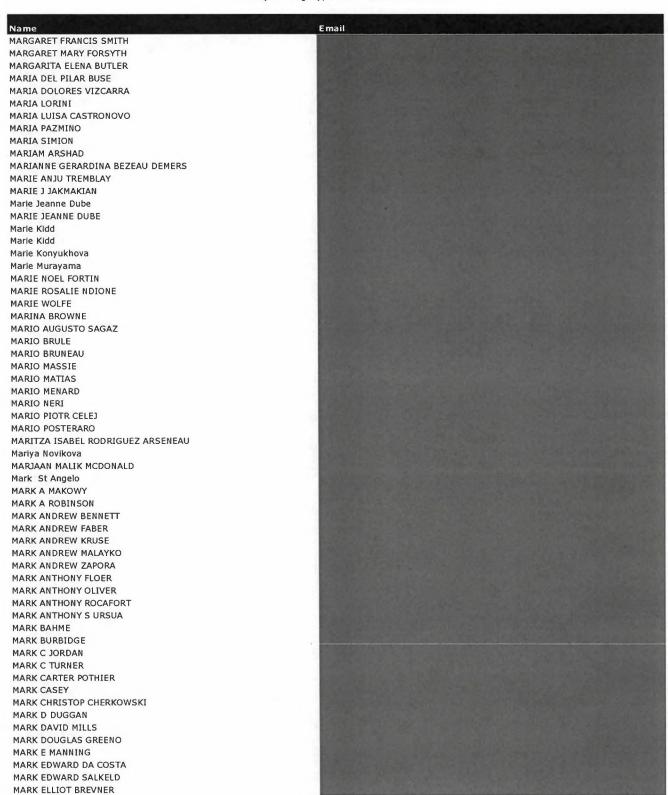


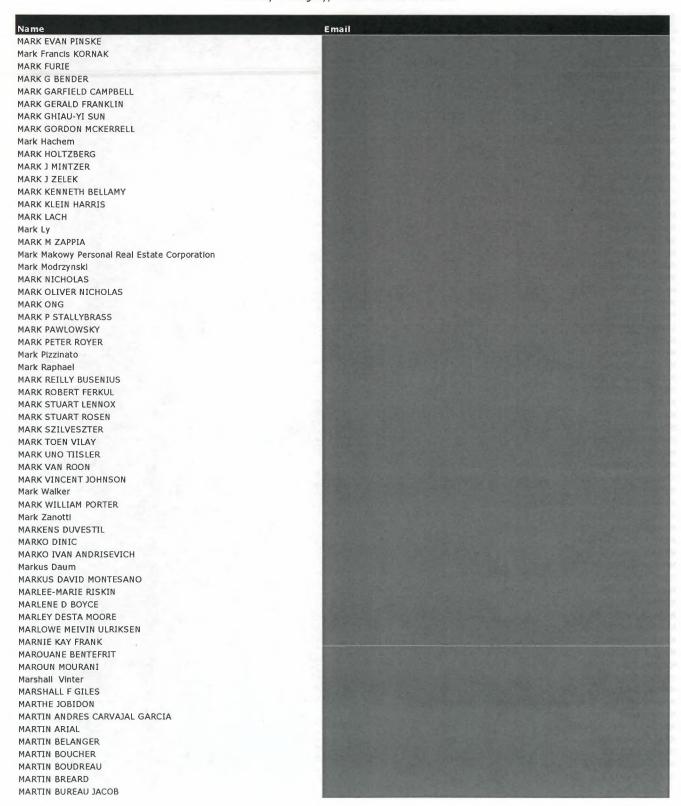


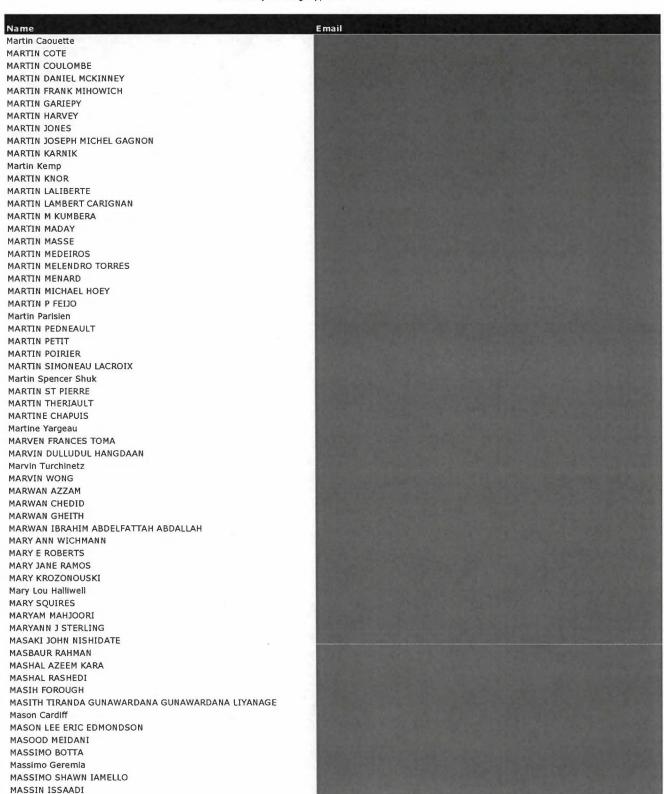


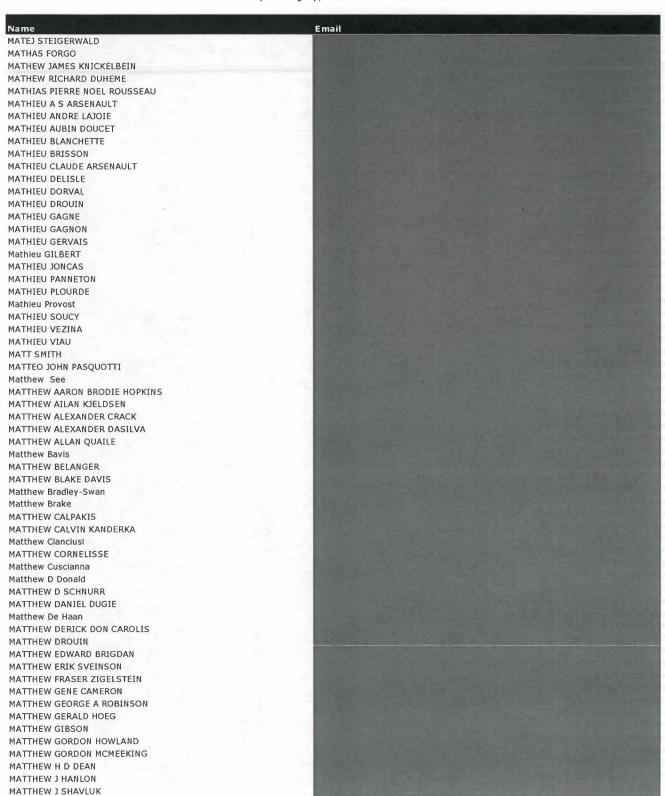


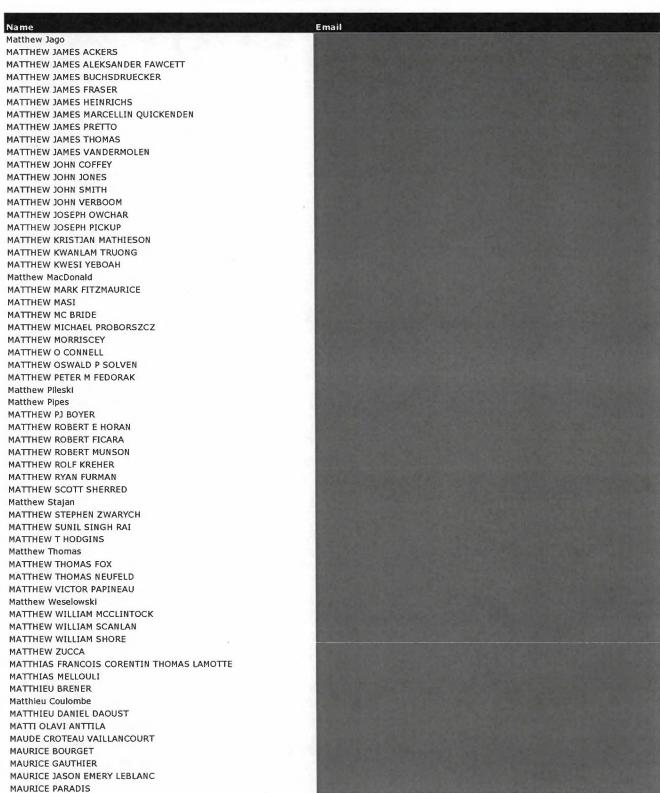


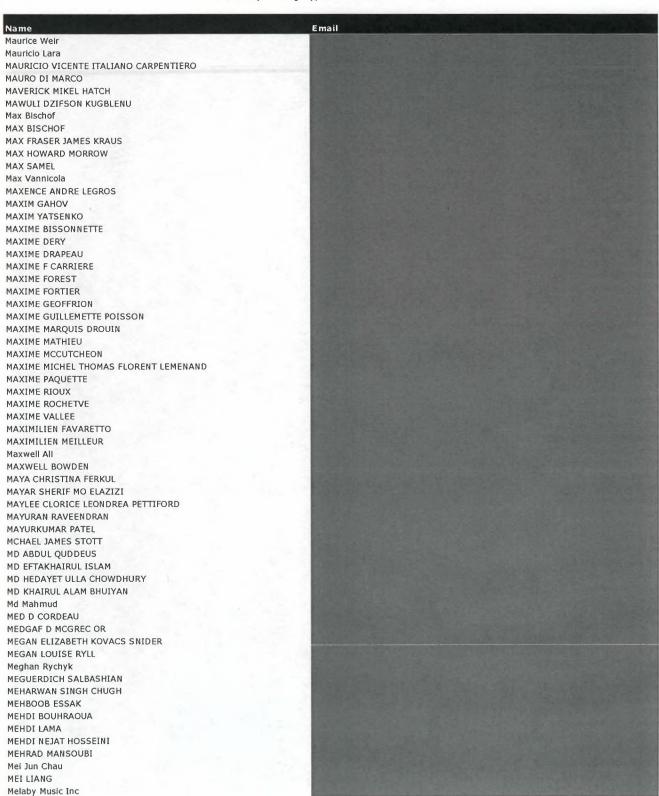


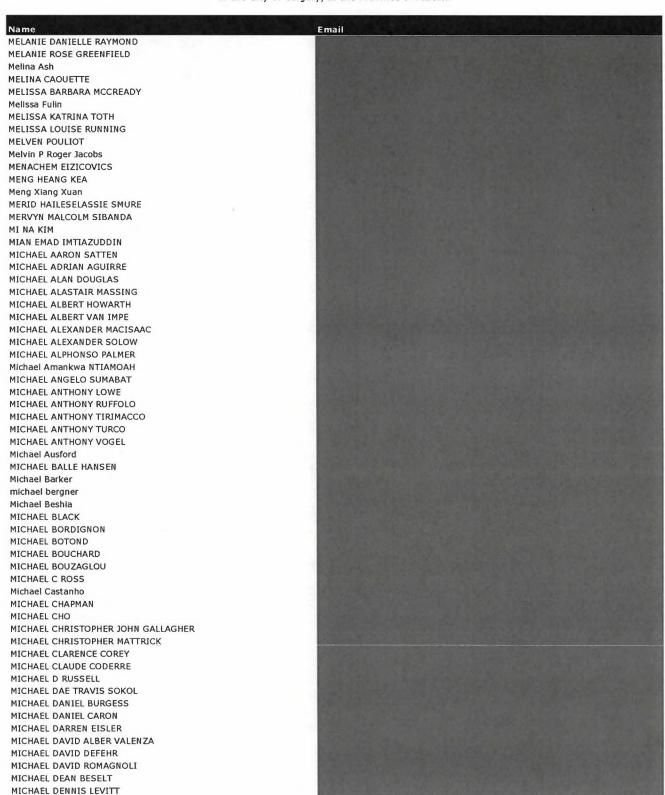


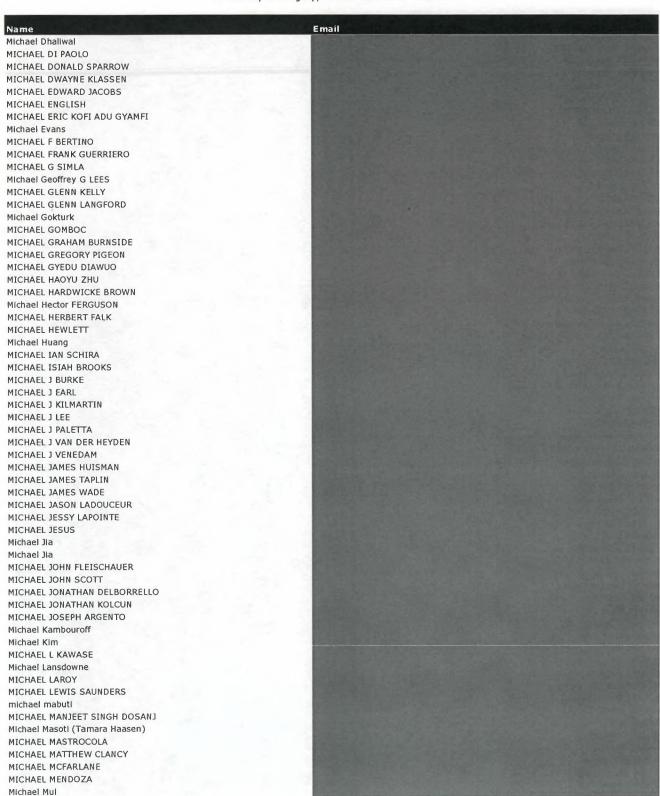


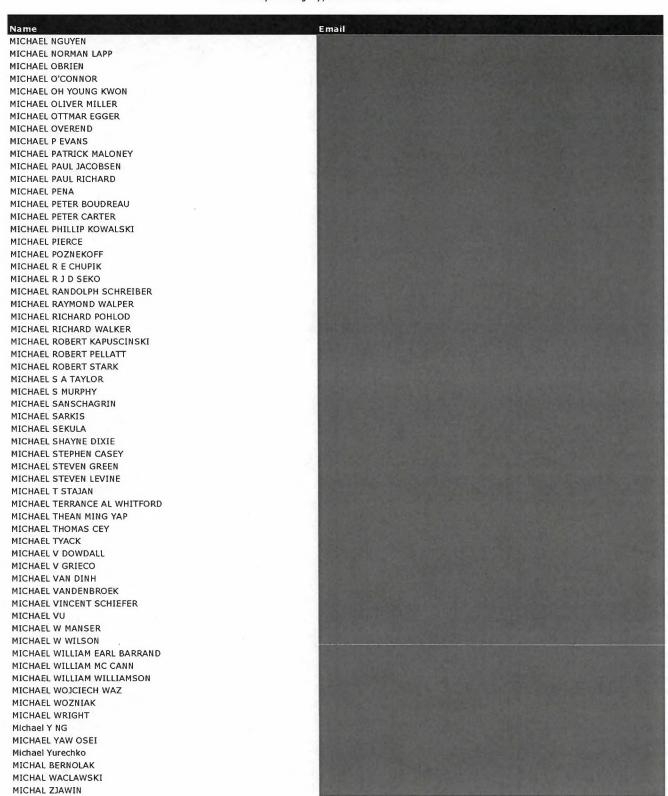


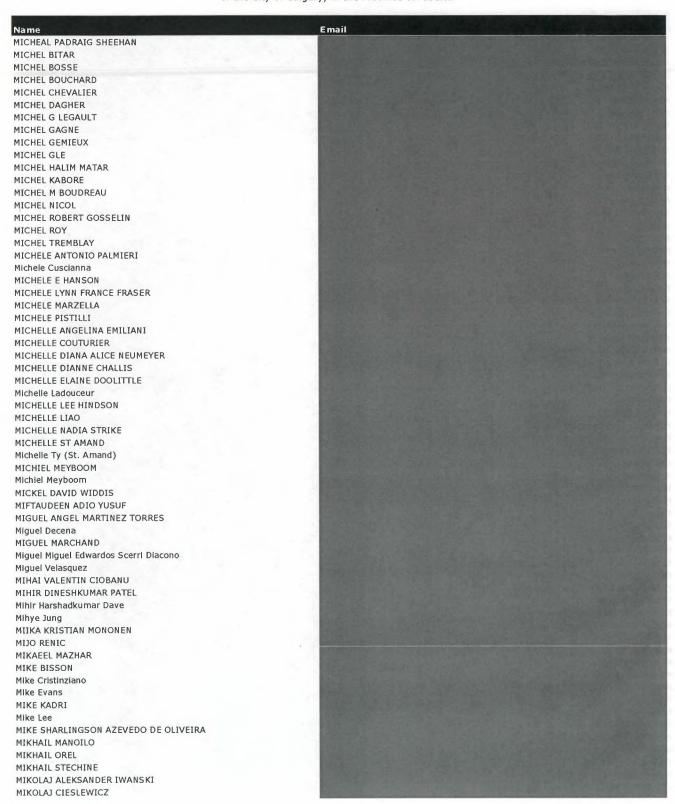


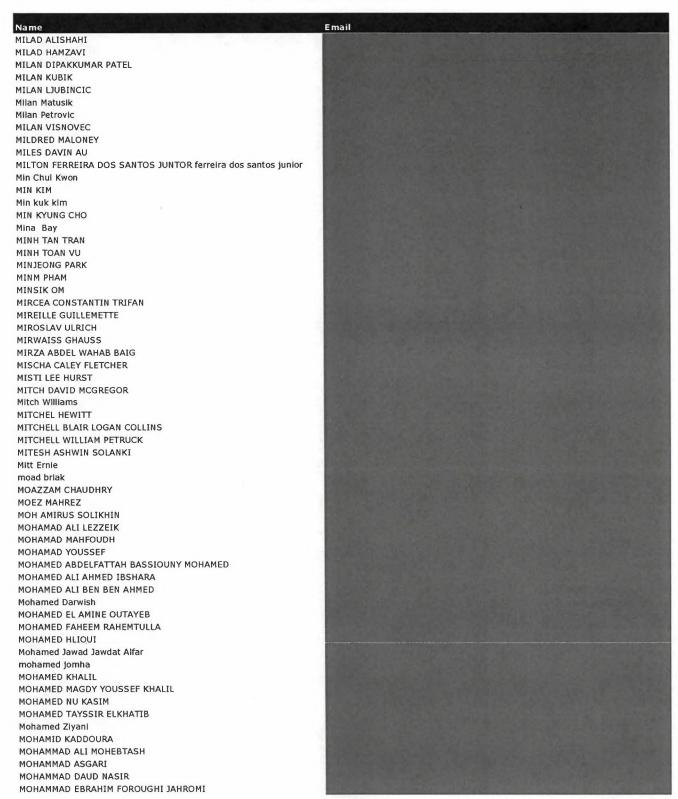


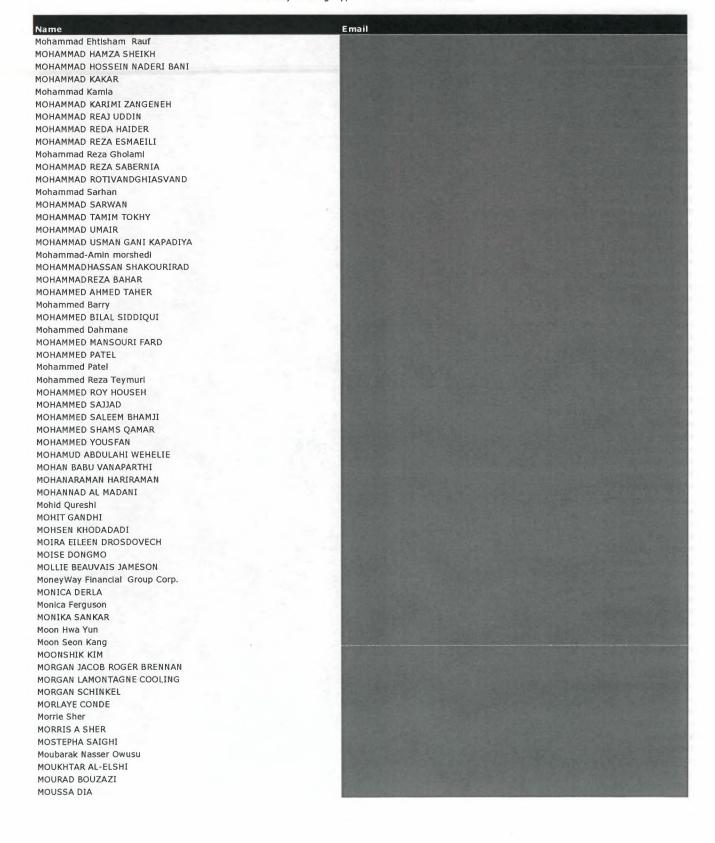


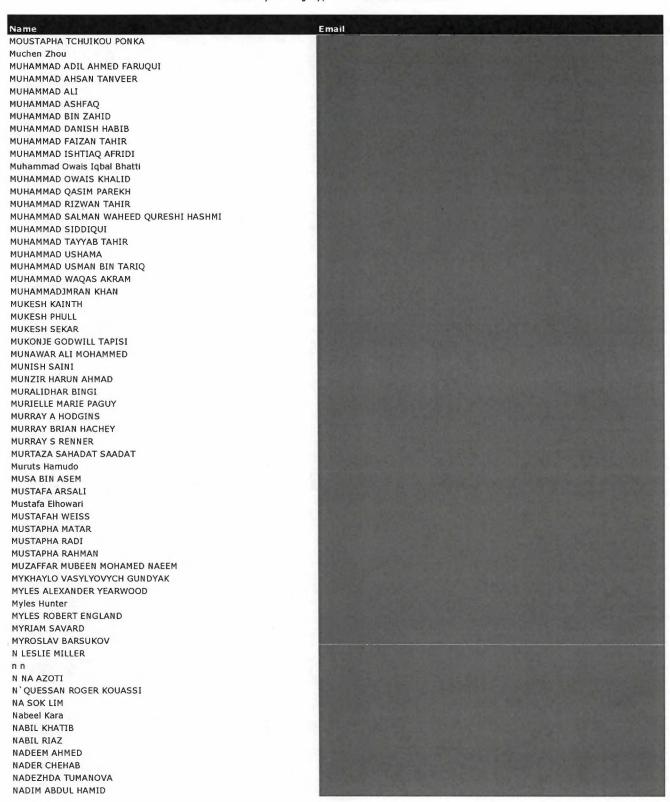


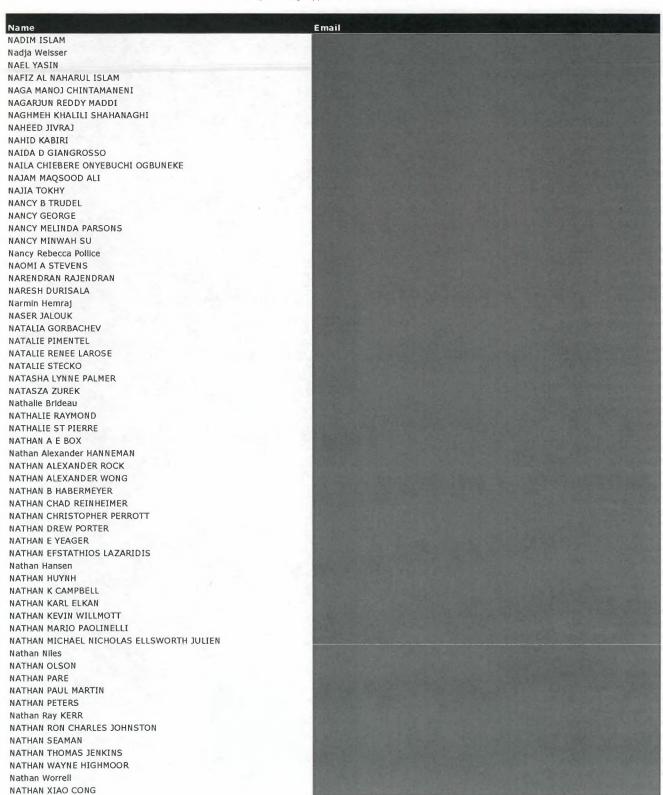


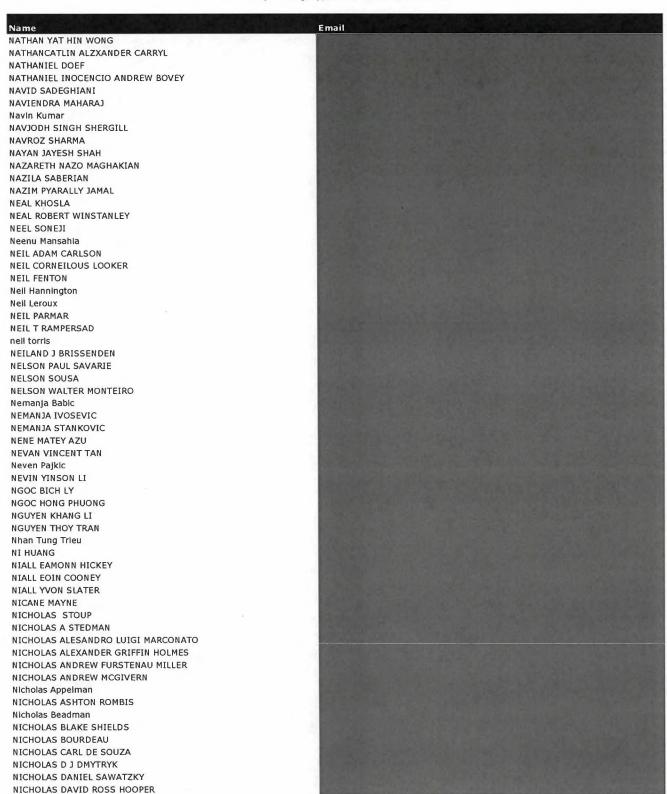


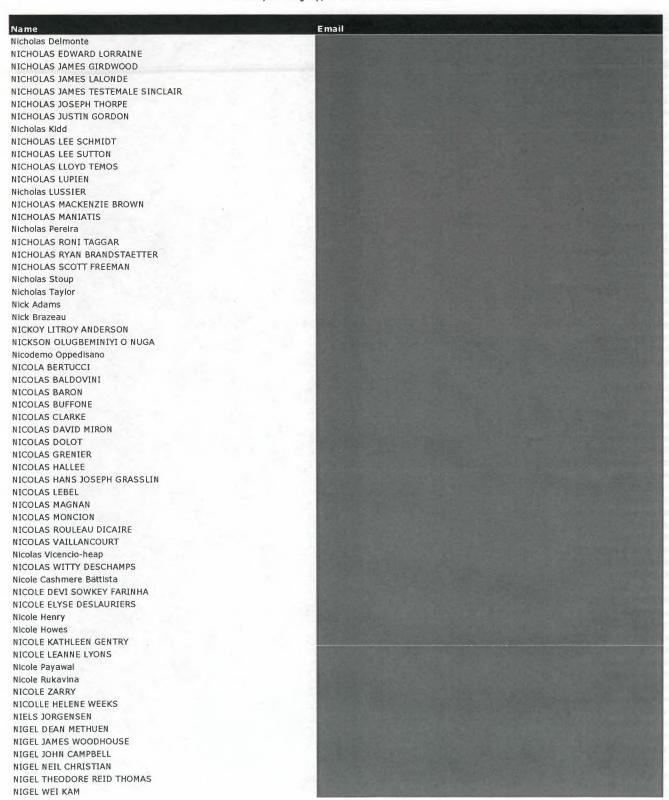


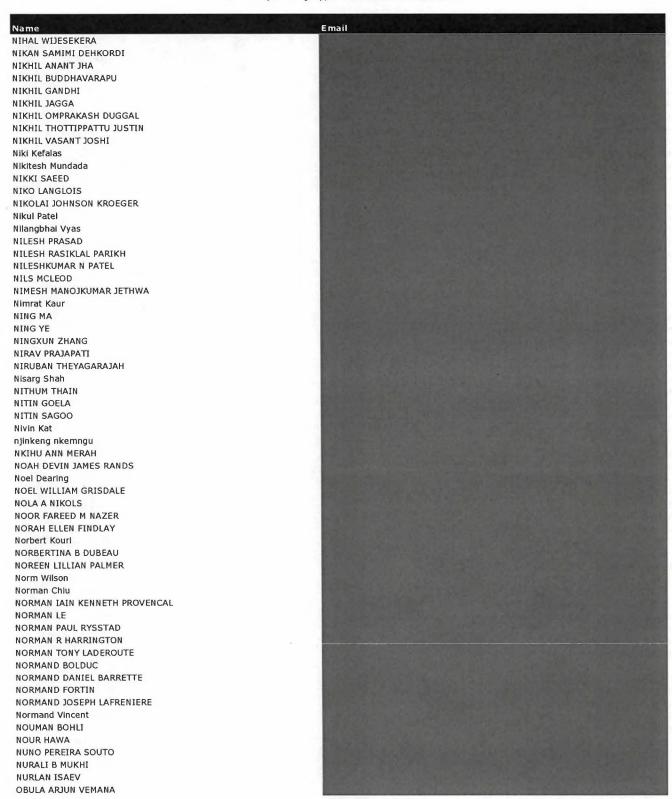


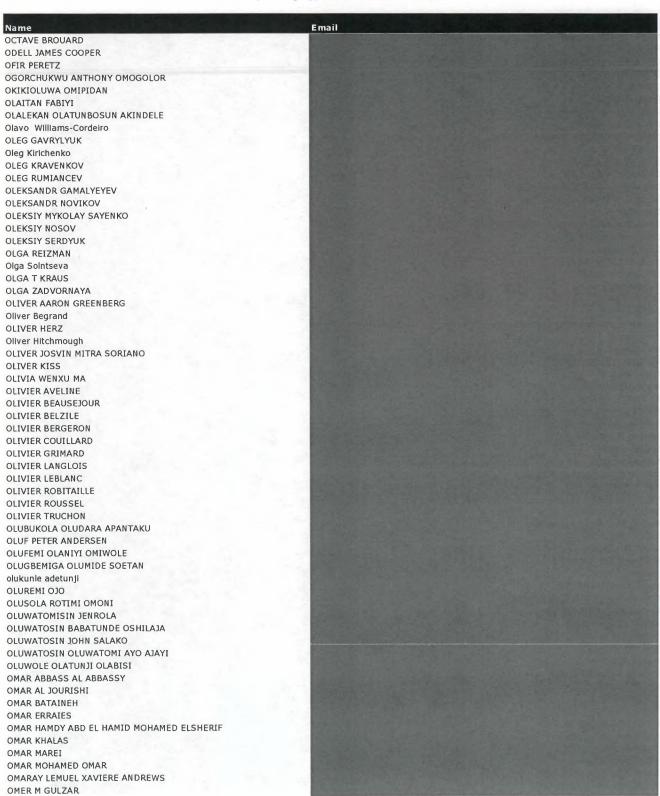


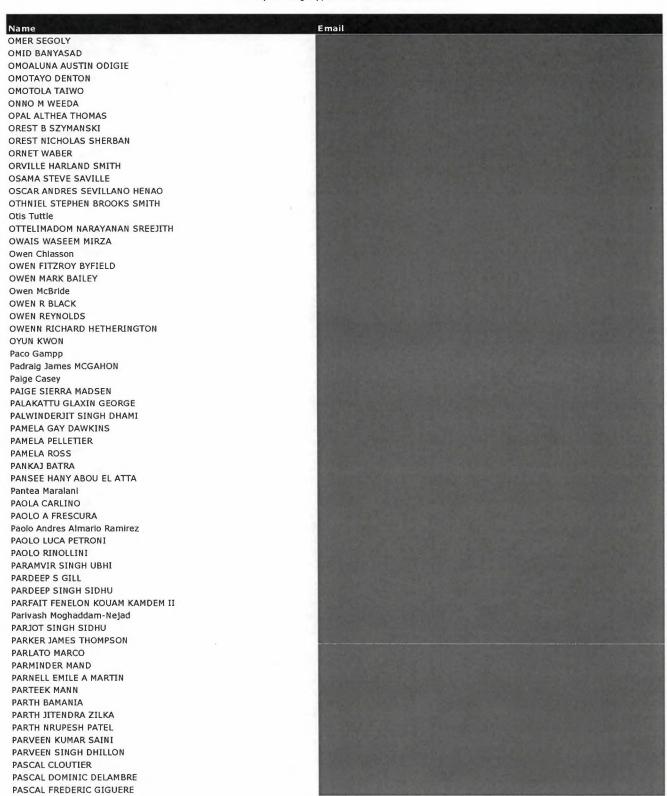


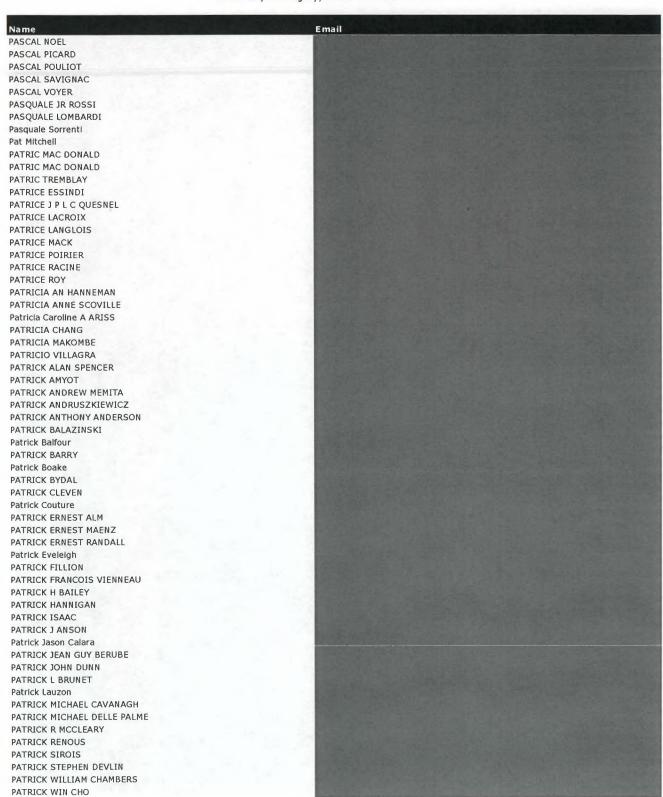


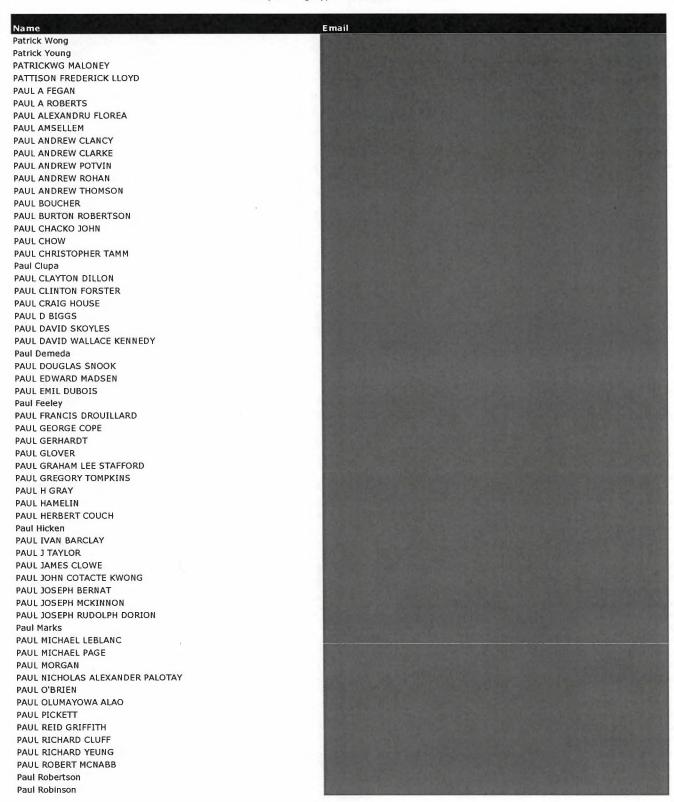


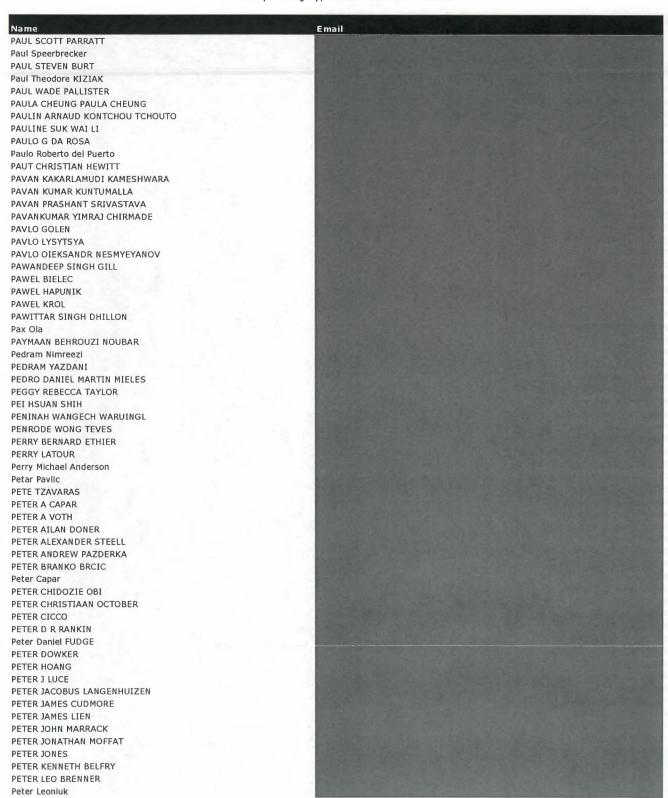


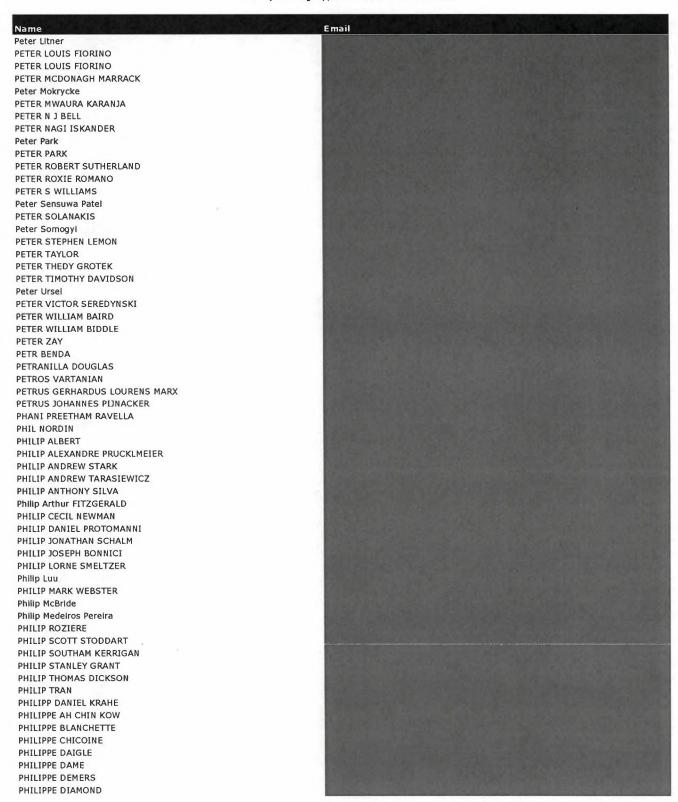




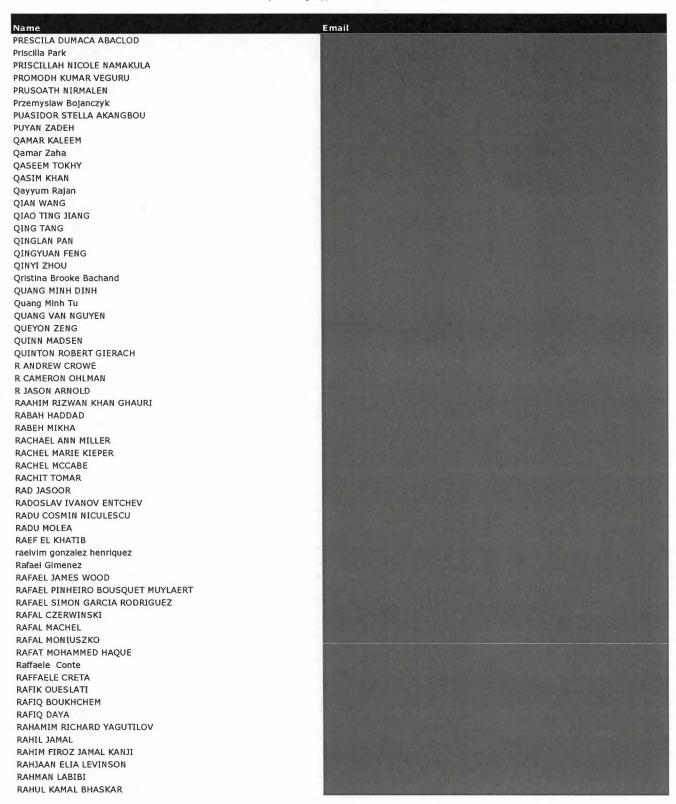


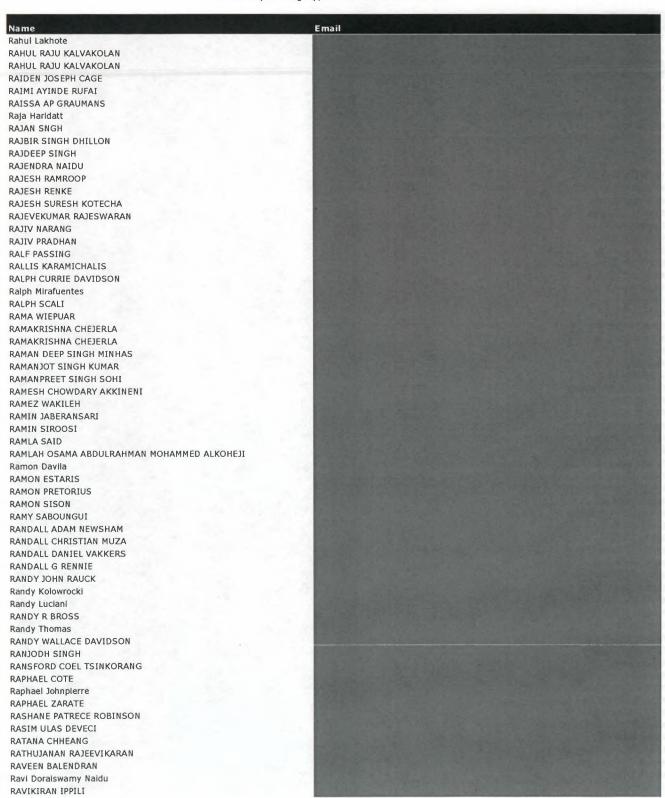


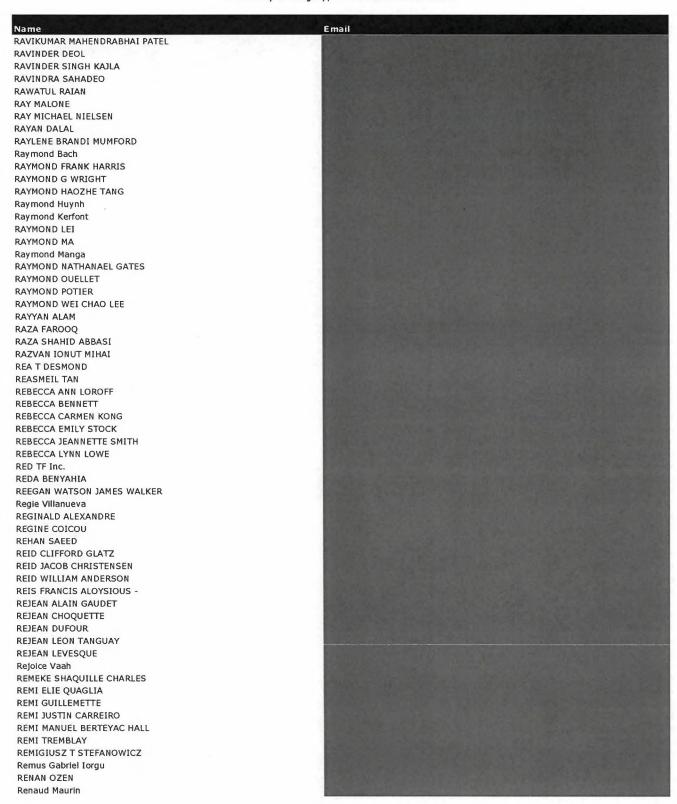


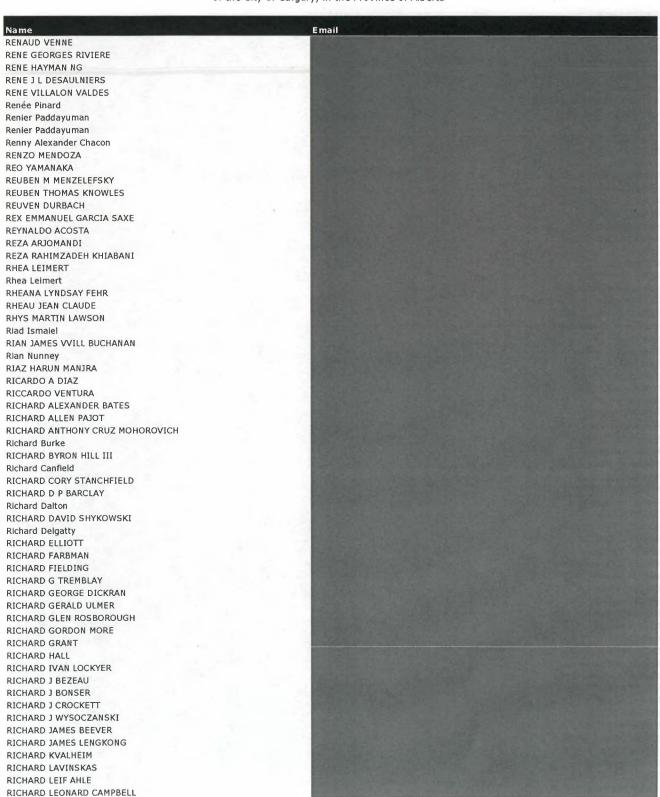


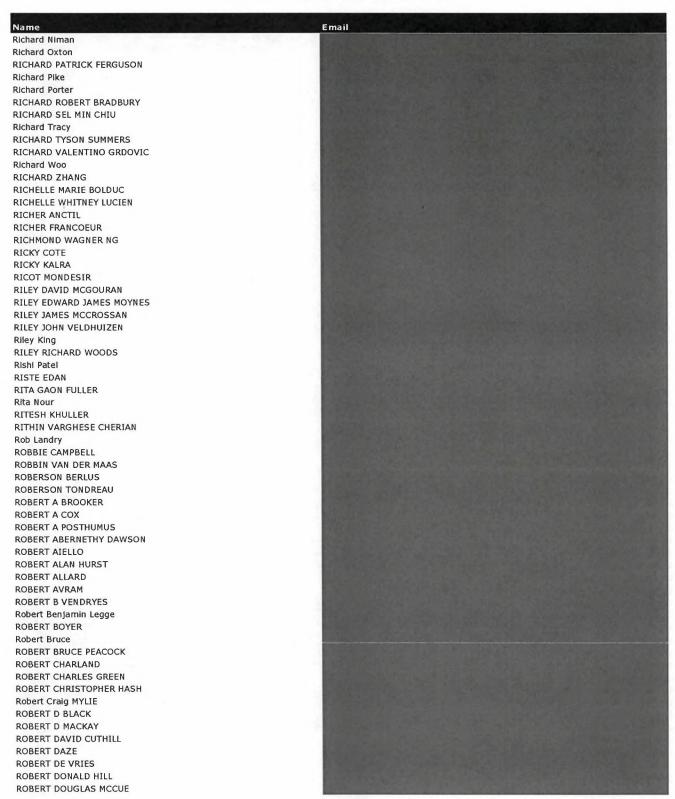


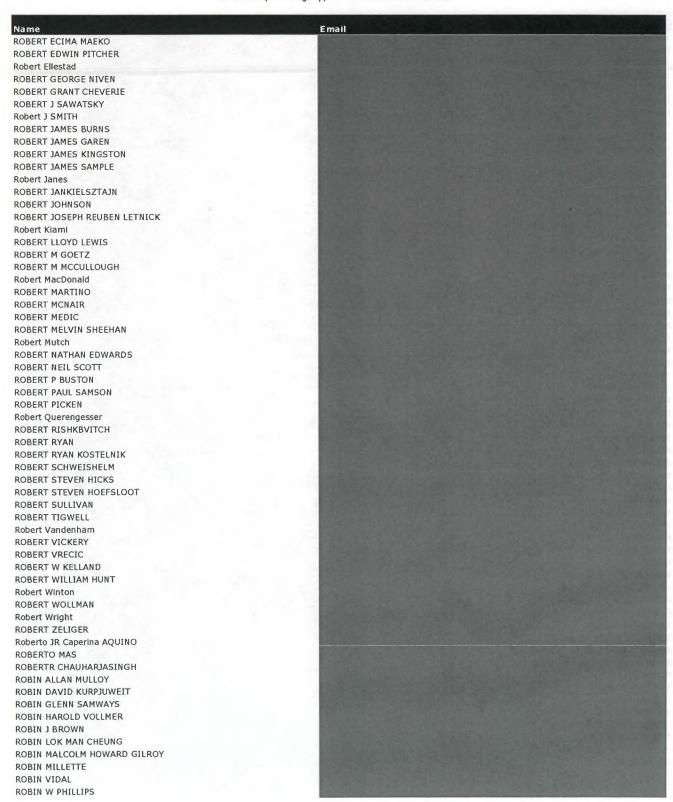


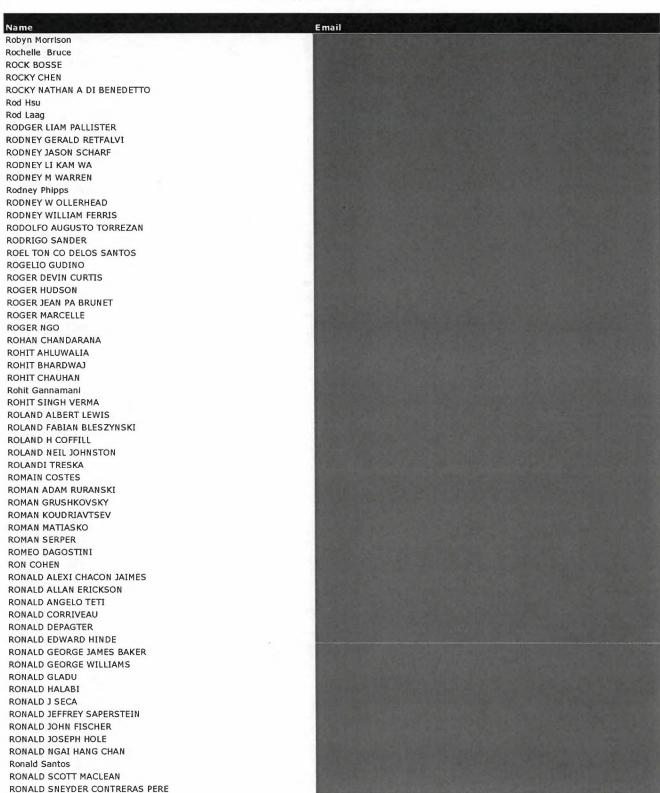


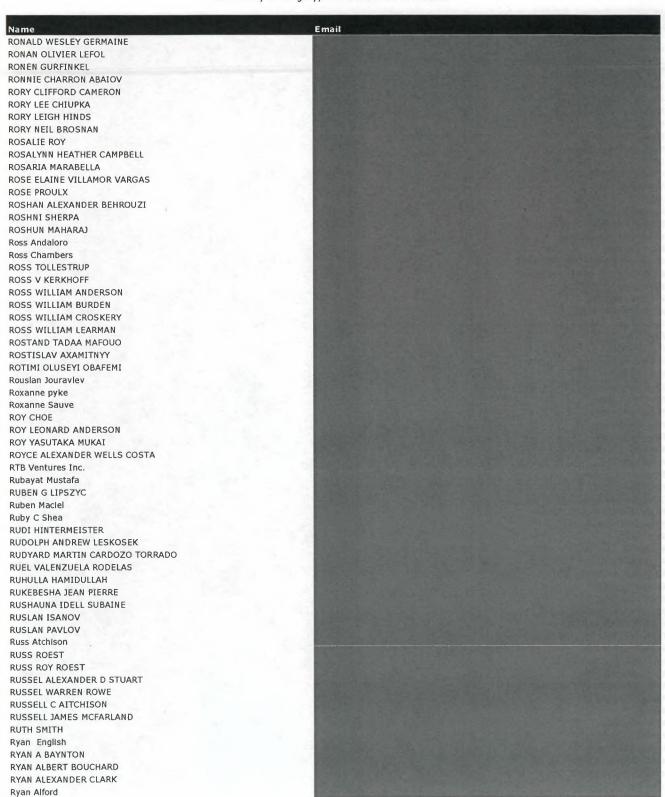


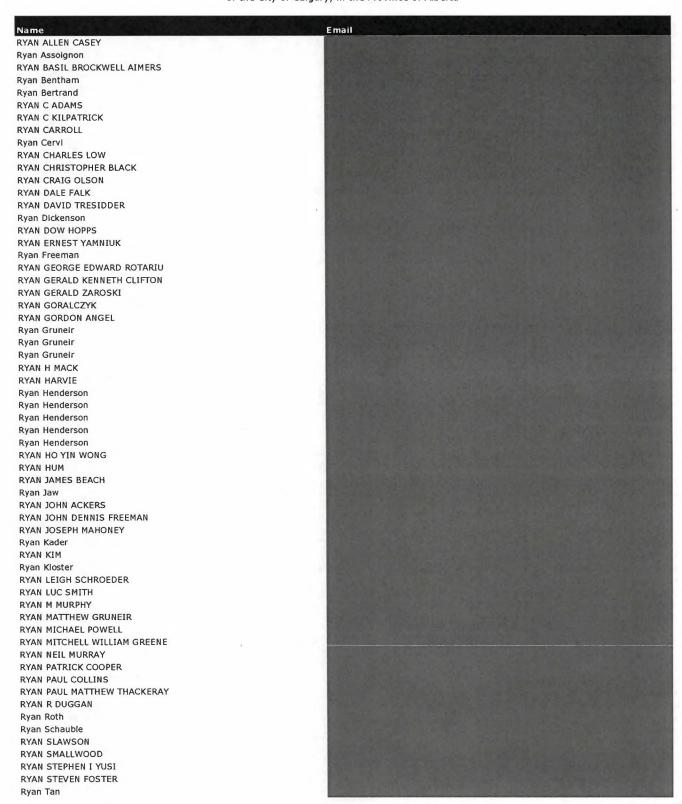


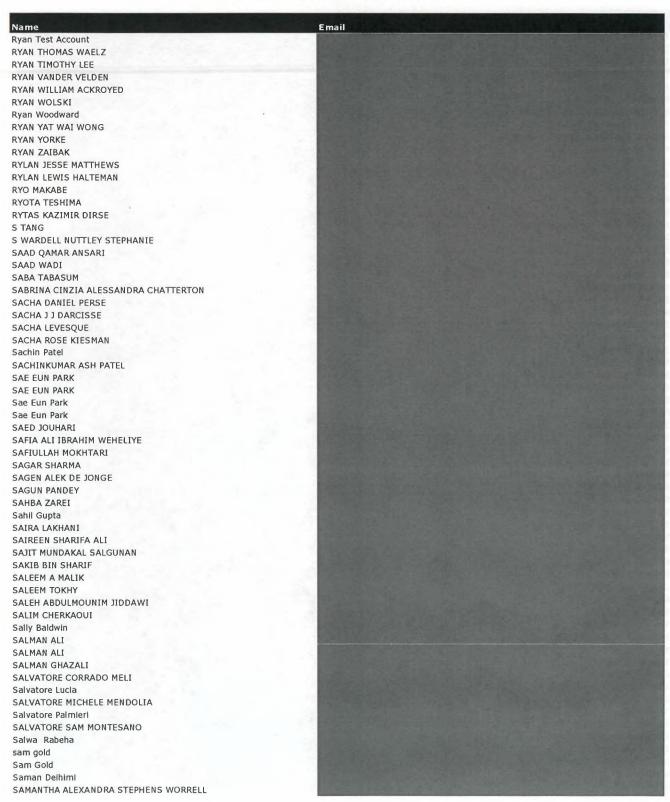


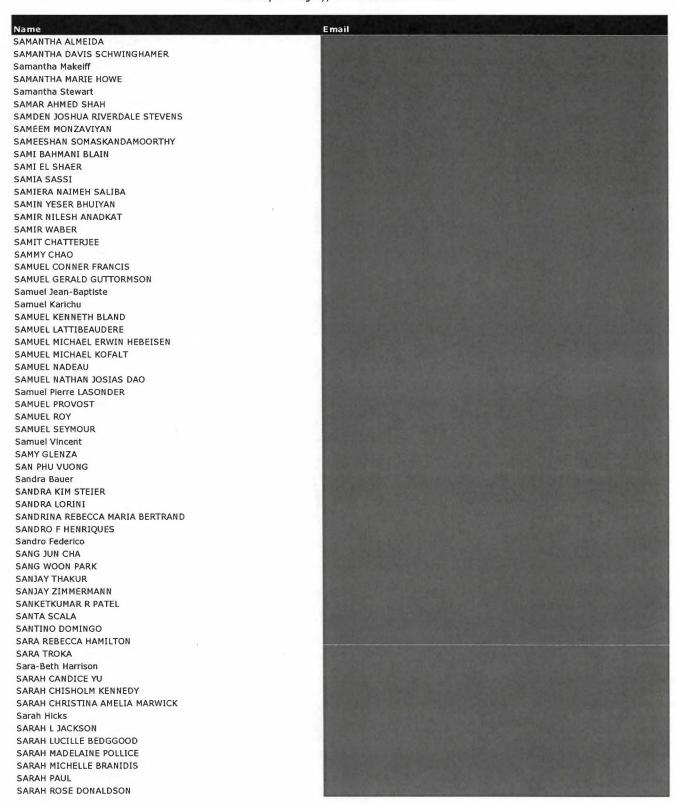


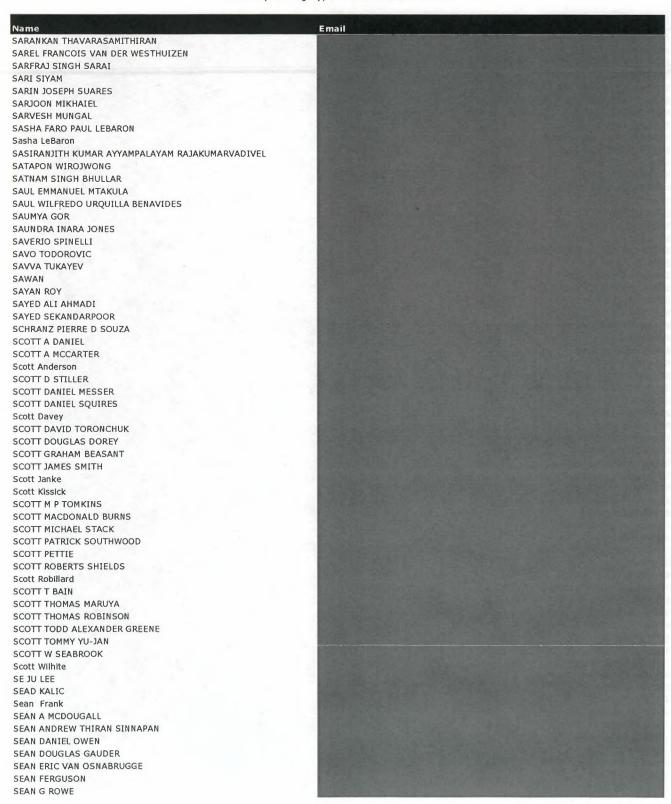


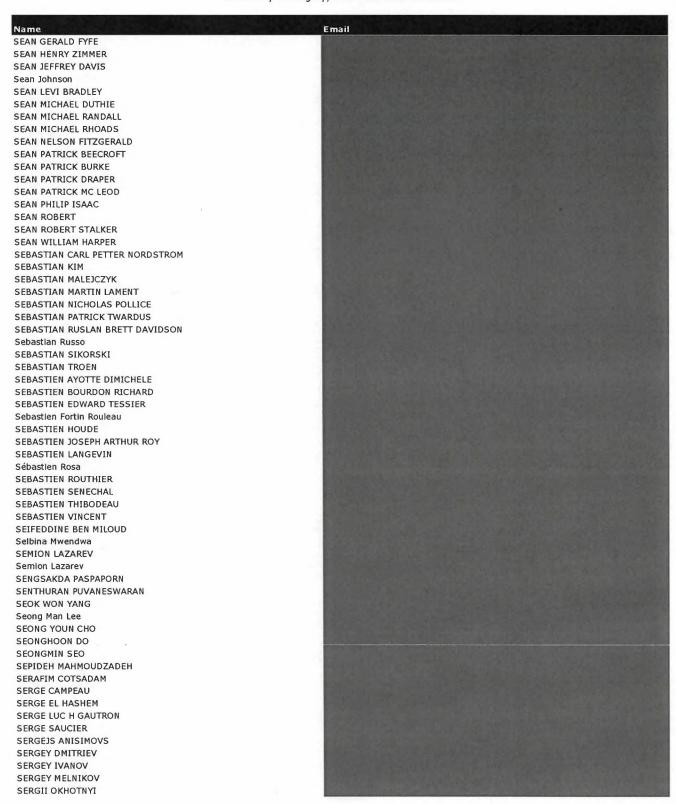


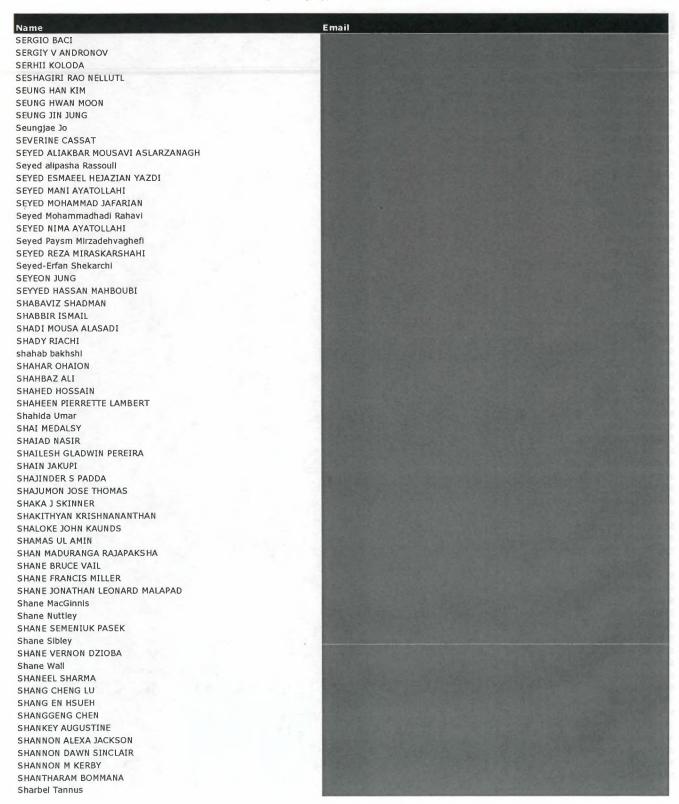


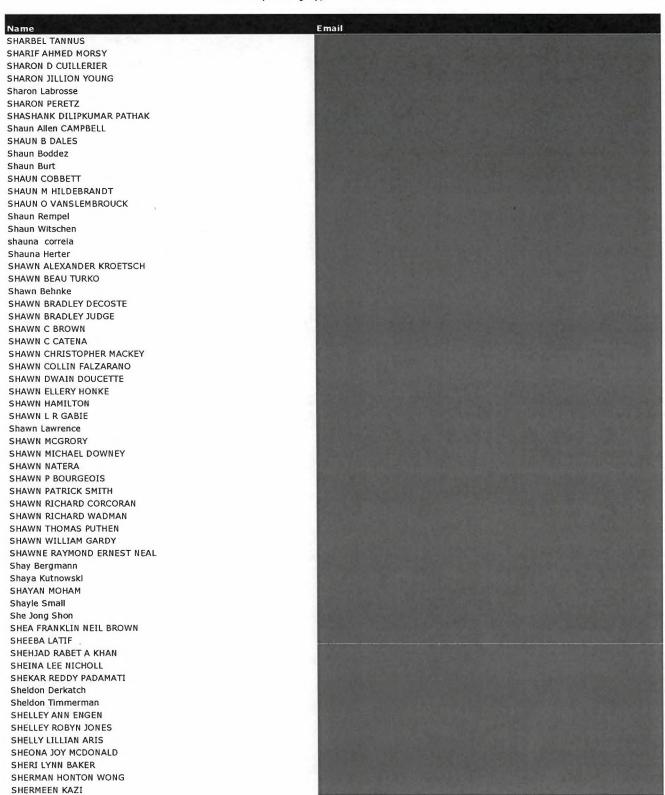




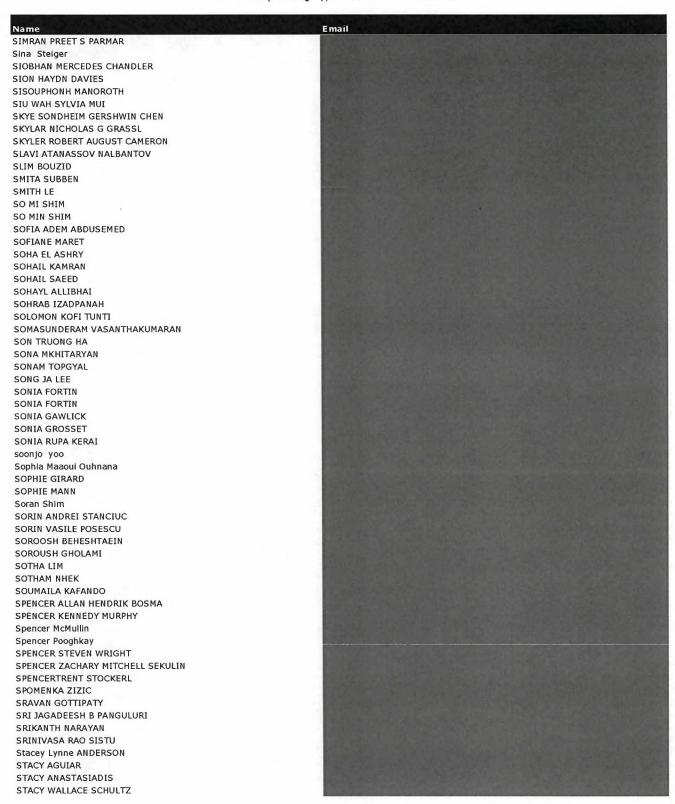


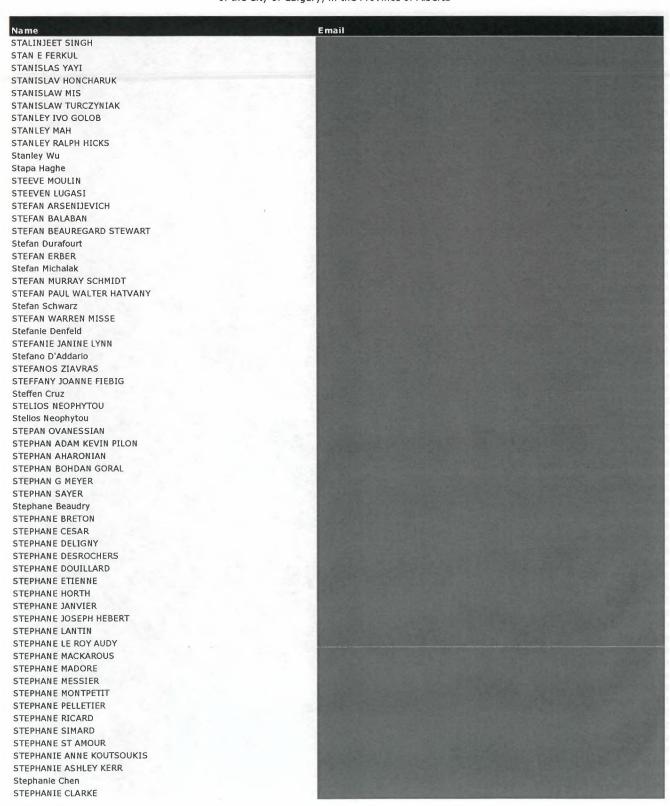




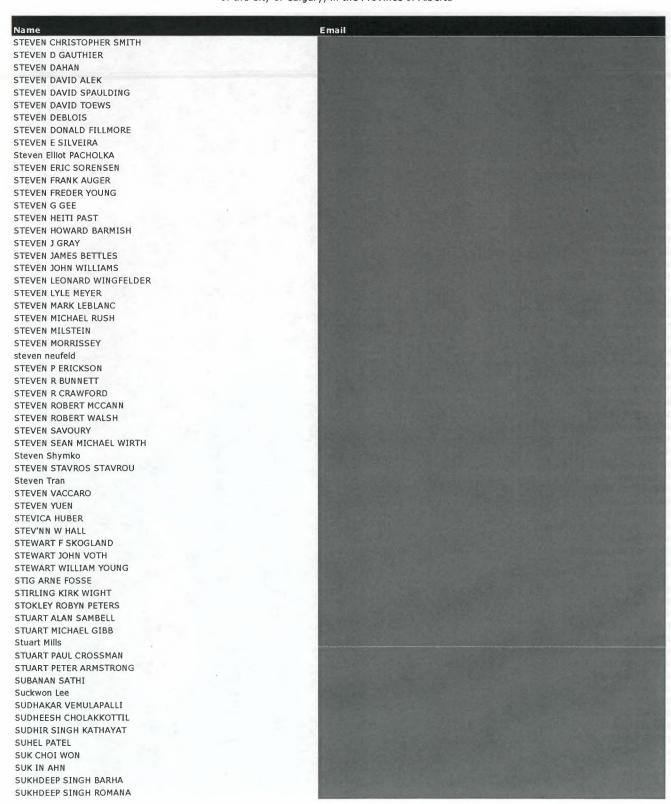


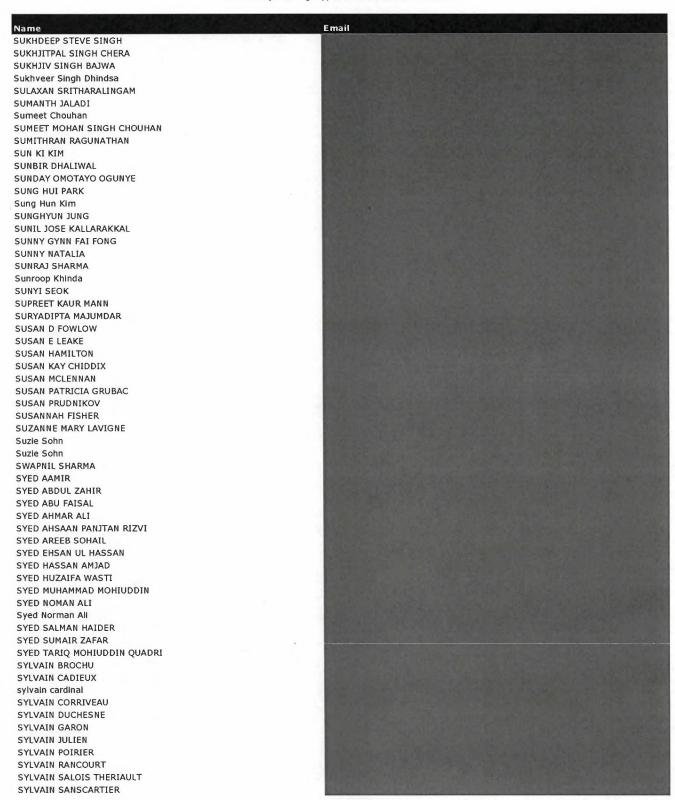


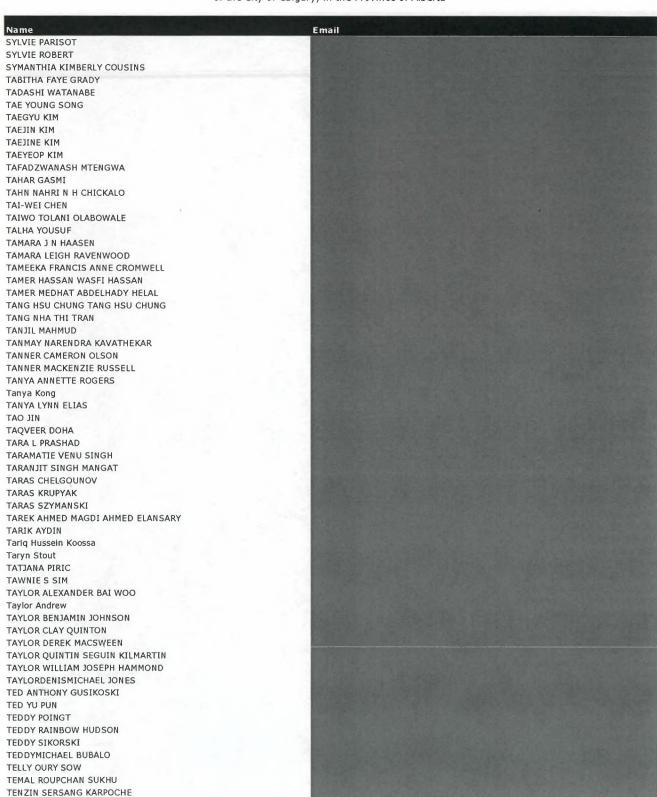




of the city of cargo	ary, in the Province of Alberta
Name	Email
STEPHANIE JOAN KOSOWAN	
STEPHEN A FAULDS	
STEPHEN BARRY CONSTABLE	
Stephen Bot	
STEPHEN CURTIS HILL	
STEPHEN DAVID BROOKE	
STEPHEN DAVID DEMEULENAERE	
STEPHEN DAVID FAIRLESS	
STEPHEN DAVID TAGG	
STEPHEN F CLERC	
STEPHEN F GIBBONS	
STEPHEN F SIMPSON	
STEPHEN FRANCIS KING	
STEPHEN FRANK BESTBIER	
STEPHEN GEORGE BROWN	
STEPHEN GORDON TORRAVILLE	
STEPHEN H GLUCHOWSKI	
Stephen Hajnal	
STEPHEN J DUNLOP	
STEPHEN J GISON	
STEPHEN J NEGRIDGE	
STEPHEN JAMES DAVID HALLIDAY	
STEPHEN JAMES WENSLEY	
STEPHEN JIH YUAN KO	
STEPHEN JOHN JAMES ASHWORTH	
STEPHEN JOHN WOODHOUSE	
Stephen Johnson	
STEPHEN KEAN FILIATRAULT	
STEPHEN LOUIS BORSY	
STEPHEN M CASEY	
STEPHEN MIHALIK	
Stephen Papaevagelou	
STEPHEN PAUL	
STEPHEN PAUL BRADLEY	
STEPHEN PETER MING WONG	
Stephen Plewes	
STEPHEN ROSARIO	
STEPHEN SMITH	
STEPHEN T BUTLER	
Stephen Tanaka	
STEPHEN VICTOR TARASIEWICZ	
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STEVE BUISSON	
STEVE DAVID DIAMANT	
STEVE EYAMIE	
STEVE GOMBOC	
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Steve LavioLerre	
STEVE MARCELINO VAILLANCOURT	
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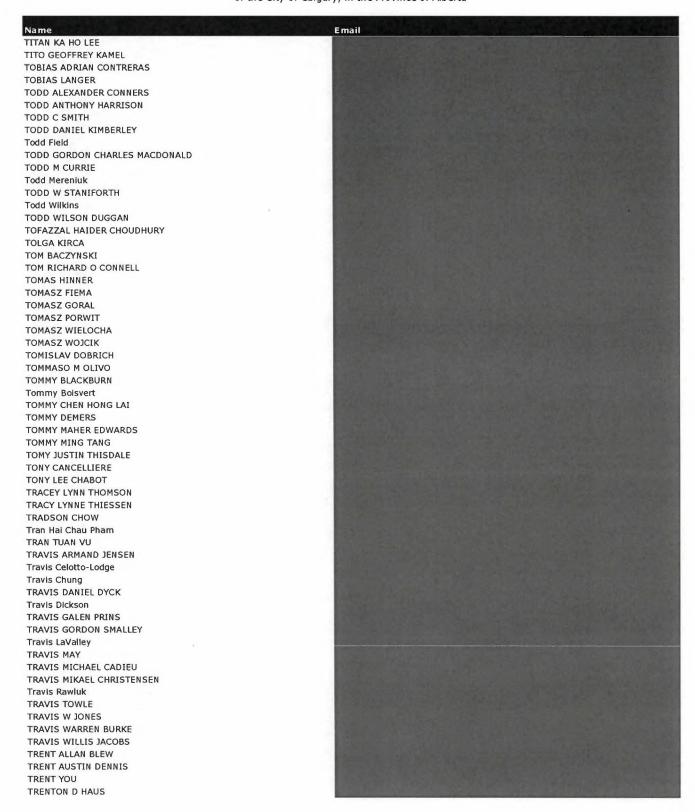




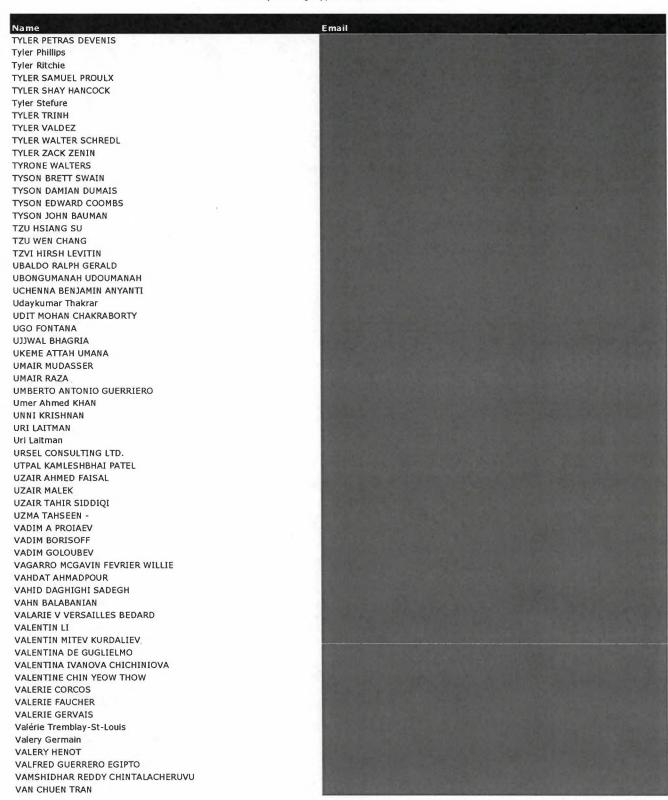


Name	Email
TERENCE G MAZON	
Terence Mercado	
TERESA DESANTIS	
TERRANCE A HEIKKILA	
TERRANCE ELDRED ARIS	
TERRANCE ROBERT TOWNS	
TERRENCE DANIEL KUIPER	
TERRI JOAN MESSER	
TERRI LYNNE MORRICE	
TERRY D GRAHAM	
TERRY GO UY	
TERRY HUDSON	
TERRY IAN MCGREGOR	
TERRY MURIAS	
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Tevis Bateman	
TEYA LANETT	
Thaddeus Maharaj	
THADIUS JOHN MALECKI	
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THANE FARRON HAMILTON	
THANH NAM PHAN	
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THANH TU QUACH	
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THEODORE J HARBIDGE	
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Theophilus Francis	
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THERESA LOUISE BUTLER	
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THIERRY JOEL SOKOUNDJOU SOH	
THIERRY WOUABE KOUEMBI	
THIRU SIVA	
THOHAHEN TE ROY MCCOMBER	
THOMAS ALEXANDER SCOTT	
THOMAS ANDREW COL YUNGBLUT	
THOMAS ANDREW VANDERMEER	
THOMAS ANTHONY HEILMAN	
THOMAS C KYPLAIN	
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THOMAS JOSEPH BROWN	
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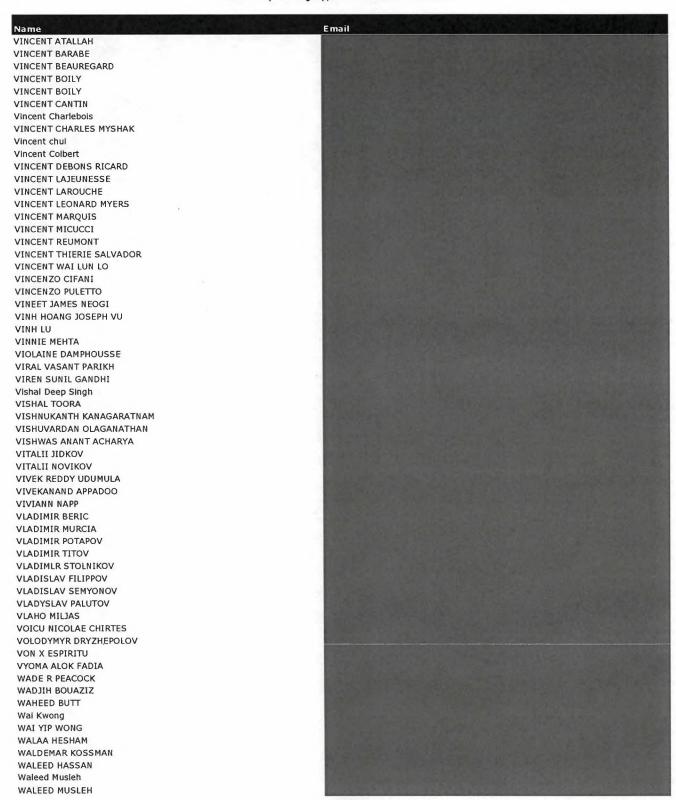
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THOMAS P SZARAN	
THOMAS R BRINKLOW	
THOMAS RAKOVITIS	
THOMAS RICHARD GLEESON	
THOMAS RINNER	
THOMAS SEBASTIAN COLLINS	
THOMAS SHERWIN PRAILL	
Thomas van der Lee	
THOMAS VINCENT	
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Tim Hoyle	
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TIMOTHY A SCOTT	
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TIMOTHY D WADE	
TIMOTHY DAVID ROY	
TIMOTHY EDWARD RATHWELL	
TIMOTHY ELLIOTT ZUB	
TIMOTHY ERNEST HARNETT	
TIMOTHY F MILES	
TIMOTHY G LEES	
TIMOTHY HODGINS	
TIMOTHY IMMANUEL TAGACA	
TIMOTHY J DWYER	
TIMOTHY JOHN SAUNDERS	
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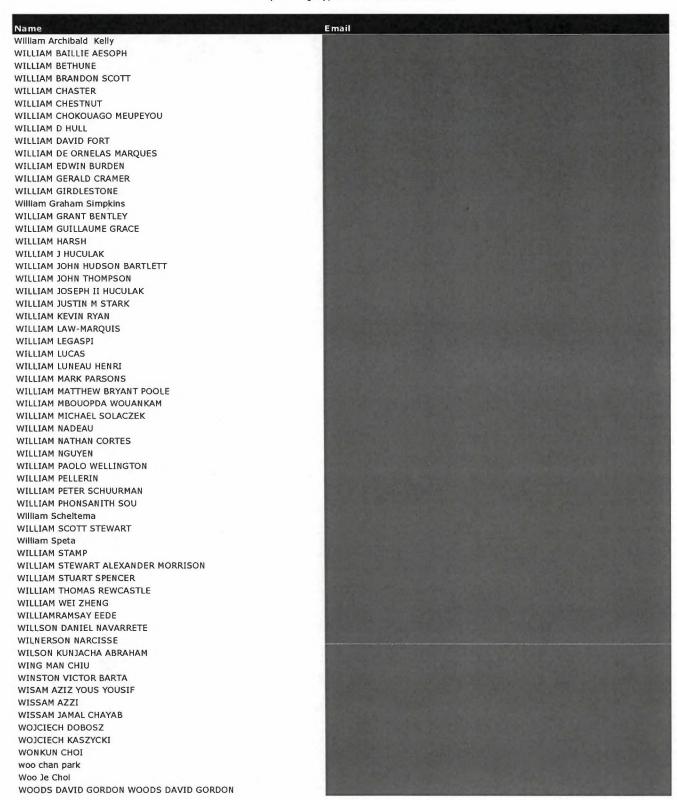
CONTRACTOR DANS TO THE		
Name	Email	
TREVIN MATTHEW JACE WICKSTROM		
TREVOR ALLAN MAGA		
TREVOR ANTHONY YAP CHUNG		
TREVOR BATES GOUTHRO	No. of Concession, Name of Street, or other Designation, Name of Street, Name	
TREVOR BLAIR MEIKLE	100000000000000000000000000000000000000	
TREVOR CHI SO	100000000000000000000000000000000000000	
TREVOR DOTY	100000000000000000000000000000000000000	
TREVOR ENGEL	100000000000000000000000000000000000000	
Trevor Flanigan	THE REAL PROPERTY.	
TREVOR J LANGEN		
TREVOR JACQUES NOEL MACEACHERN		
Trevor James SMALL	THE RESERVE OF THE PARTY OF	
TREVOR JOSEPH JONES O'QUINN		
TREVOR KIETH SYLVESTER	The second second	
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Trevor M. Brooks Professional Corporation		
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TRISHA L BARTEL		
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TROY DENNIS VOOYS		
TROY EDWARDS FLEMING		
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Name Email WOOJIN SONG
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VYATT LEE BROCKLEBANK
ABIER MORENO PASTOR
CAVIER PASTRE
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YANA WAI YUN CHU
YANE JEAN-PIERRE DUGUAY
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YANIV YOSEF ZADKA
YANKI YUKSEL
YANLI ZHANG
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YANNICK ARNOLD NOMBRE
YANNICK CHAMPAGNE
YANNICK CHAPADOS
YANNICK FUGERE
YANNICK HAUPTMANN
YANNICK LETOURNEAU AELBRECHT
Yannick Longpré
YANNIV WAKNINE
YANXIN ZHOU
YAO JUNG OU
YAPRAK PALANDOKEN
YARA ZEIDAN
YAROSLAV KRIVULYA
yaroslav maksymovych
YASAMAN MORADI
YASHAN ANUSHKE BASNAYAKE
TOUTH ATTOURNE DANIATIONE
VASSER MAID
YASSER MAJD
ASSIR BROUK
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Name	Email
YEONG NAM PARK	
YEVGENIY GRISHIN	
YI MOU	
YI ZHAO	
YIDING WANG	
YI-Hsien Lin	
YING YE	
YING ZHANG	
YINGNA SONG	
YINGYI GUAN	
YIQIN ZHANG	
YIYAN SONG	
YIYONG ZHENG	
YIZHENG CHEN	
YOAN LAUZON	
YOANN DILMI	
YOCHANAN AARON KALFA	
YOH JIN CHUNG	
YOLAND DUVAL	
YOLANDA BUIEL	
Yolanda Bulel	
YONA PESACH DURBACH	
YONG CHUL JEON	
Yong Ling Situ	
YONG SUK JIN	
Yong Ye	
YONGSUK KIM	
YOO BIN NA	
YOOJIN LEE	
YOON HEE KIM	
YOON KEUN PARK	
YOONTAE JEON	
YORICK TRUDEL	
YOU LENG TANG	
YOUNES KHABCHAOUY	
YOUNG A NGO	
YOUNG JU LEE	
YOUNG KUN YOU	
YOUNG MIN CHOY	
YOUNG SUK HAN	
YOUNG SUN JEONG	
YOUNGJUN AN	
YOUSIF LUAY SAMI	
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YOUSSEF KRAMI SENHAJI	
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YUAN FENG HOU	
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YUDISTIR KRISHNA NARINE	
Yugoslav Peric	
YUJUAN JIANG	
YUK KAY WONG	AND THE PERSON AND PERSONS ASSESSED.
YUK WING CHAN	
YULIA SEMYONOV	
YULIY GERMAN	
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YURI DE MELO VIEIRA	
YURI MIN JUNG KIM	
YURY OSTROVSKIY	
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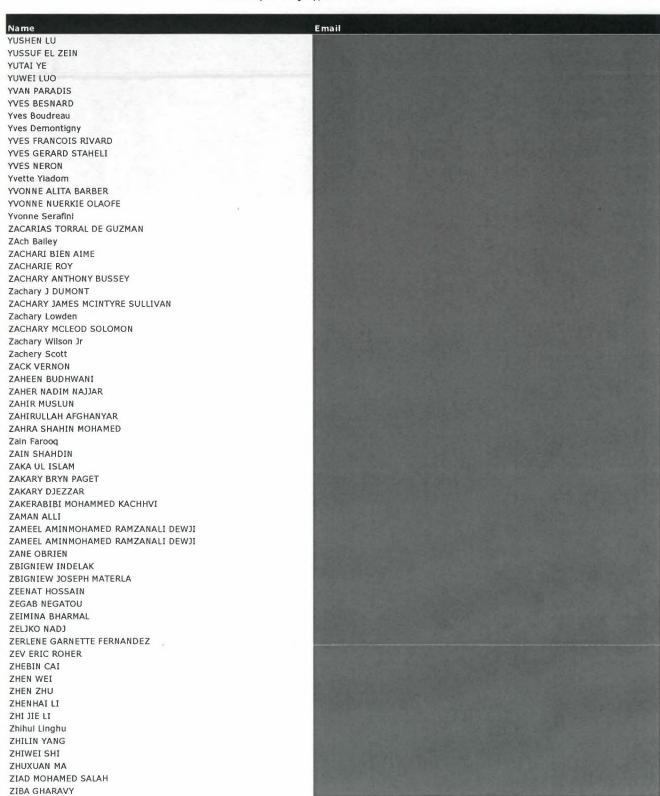




EXHIBIT "C1"

District of:

Division No.

Alberta

Court No.

02 - Calgary B301-223290

Estate No.

25-3223290

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

In the Matter of the Proposal of CatalX CTS Ltd. of the City of Calgary, in the Province of Alberta

Take notice that CatalX CTS Ltd. of Calgary 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 who claims amount to \$250 or more are enclosed.

A general meeting of the creditors will be held on the 2nd day of June 2025 at 2:00 PM via virtual meeting through Microsoft Teams video conference at https://teams.microsoft.com/l/meetup-

join/19%3ameeting NDY3Mzg0MGMtNDczZC00Y2FiLWE3MTUtZjU4NWU4YTVjYzA4%40thread.v2/0?context=%7b%22Tid%22%3a%2236 da45f1-dd2c-4d1f-af13-5abe46b99921%22%2c%22Oid%22%3a%222ad992a3-96a4-497b-9220-d4bb5f704ed1%22%7d Meeting ID: 323 923 735 017 4, Passcode: h3ck9UM6, Phone Conference ID: 173 338 516#

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 Calgary in the Province of Alberta, this 14th day of May 2025.

Deloitte Restructuring Inc. - Licensed Insolvency Trustee

700 Bankers Court, 850 - 2nd Street SW

Calgary AB T2P 0R8

Phone: (403) 267-1700 Fax: (403) 718-3681

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

District of:

Alberta

Division No.

02 - Calgary

Court No.

Estate No.

25-TMPb19533

FORM 92 — Concluded

In the Matter of the Proposal of CatalX CTS Ltd.

of the City of Calgary, in the Province of Alberta

List of Creditors with claims of \$250 or more.								
Creditor	Address	Account#	Claim Amount					
Bittrex	6077 S Fort Apache Rd #100 Las Vegas NV 89148 USA		1,727,654.00					
Customers	700, 850 - 2 Street SW Calgary AB T2P 0R8		32,261,501.05					
Total			33,989,155.05					

EXHIBIT "C2"

District	of-	
DIGHTOL	UI.	

Alberta

Division No.

Court No. Estate No. 02 - Calgary

-- Form 78 --

X Original

Amended

FILED EX by Email

Calgary

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

> In the Matter of the Proposal of CatalX CTS Ltd.

of the City of Calgary, in the Province of Alberta

To the debtor:

of the City of Calgary, in the Province of Alberta

Calgary

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 the province of Alberta

Calgary

applicable), on the 12th day of May authorized director, if the debtor is a corpo			icable attachments will constitute the Statem	nent of Affairs and must be verified	d by path for libble	nin addadalion by a dul
Give reasons for the bankrupt's/debtor's fire	nancial difficulty (Select all tha	t apply and provide deta	eits):			
Negative market conditions;	Foreign Exchange Flu	ctuations;	Economic Downturn;	Poor Financial Performance;	Legal Malters (Provide details);
Lack of Working Capital/Funding;	Competition;		Legislated or Regulatory Restrictions;	Naturel Disaster;	Increased Cost	t of Doing Business;
Overhead Increasing;	Faulty Infrastructure o	Business Model;	Unsuccessful Marketing Initiatives;	Personal Issues;	Poor Managem	nent;
Faulty Accounting;	Tax Liabilities;		Labour;	X Other (Please specify).	_	
Provide relevant details:			_	_		
[Other] Business failure				,		
	ASSETS stated and estimated by bankrupt/	leblor)		LIAI (totals from the list of liabilities as s	BILITIES stated and estimated by b	ankrupVdebtor)
1. Cash on hand		95,001.00	1. Se	cured creditors		0.00
Deposits in financial institutions	_	0.00				0.00
Accounts receivable and other receivab			2. Fre	eferred creditors, securities, and prioritie	35	0.00
Total amount	0.00		3. Un	secured creditors		33,989,196.05
Estimated realizable value	0.00	0.00	4. Co	intingent, trust claims or other liabilities	estimated to	0.00
Inventory	0.00	0.00	be pr	ovable for		0.00
5. Trade fixtures, etc.	-	0.00	Tota	al liabilities		33,989,196.05
	-		1012	SI NEWINIOS		30,303,130.00
3. Livestock	denin	0.00				20.004.405.05
7. Machinery and equipment	-	0.00	Sur	plus		33,894,195.05
Real property or immovables	***	0.00				
3. Furniture	_	0.00				
 Intangible assets (intellectual propertie cryptocurrencies, digital tokens, etc.) 	s, licences,	0.00				
11. Vehicles	9000	0.00				
12. Securities (shares, bonds, debentures,	etc.)	0.00				
13. Other property	_	0.00				
Fotal of lines 1 to 13		95,001.00				
f 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				
Fotal assets		95,001.00				
Deficiency	_	-33,894,195.05				
Fotal value of assets located outside Canada included in lines 1 to 13	_	0.00				

EXHIBIT "C3"

FORM 78 - Continued

List of Liabilities

No.	Name of	Address	Nature of	ure of Details	Date	Date Amount of Claim					Asset	Ground for	Estimated	Place-
	creditor or claimant		liability ²		given/ incurred	Unsecured	Secured	Preferred/P riorities	Contingent. trust claims or other liabilities	Tutal amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	nolder values on this line are for notifica
	1Password	4711 Yonge St, 10th Floor Toronto ON M2N	Other	Unknown	7	1.00	0.00	0.00	0.00	1 00			0.0	only)
3	Adobje	6K8 343 Preston Street Ottawa ON K1S 1N4	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	00 🗆
3	ADP	6025 11 St SE #100 Calgary AB T2H 2Z2	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	20
4	Auqanow	1055 W Georgia St Vancouver BC V6E 3P3	Olher	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	00 🗆
	AWS Manageme nt Console	P.O. Box 81226 Seattle WA 98108 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	00 🔲
š	Bittrex	6077 S Fort Apache Rd #100 Las Vegas NV 89148 USA	Other	Other		1,727,654.00	0.00	0.00	0.00	1,727,654.00			0.0	00 🔲
	Cloud AMQP [BLS 84 Codes]	700, 850 - 2 Street SW Calgary AB	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	00 🔲
3	CloudFlare	T2P 0R8 101 Townsend St. San Francisco CA 94107 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	00 🔲
3	CRA	9755 King George Blvd Surrey BC V3T 5E1	Other	Taxes		1.00	0.00	0.00	0.00	1.00			0.0	00
10	Customers	700, 850 - 2 Street SW Calgary AB T2P OR8	Other	CDN \$ equivalent of crypto holdings		32,261,501.05	0.00	0.00	0.00	32,261,501 05			0.0	

Jae Parik

12-May-2025 Date

FORM 78 - Continued

List of Liabilities

No.							CISCOI LIADI	Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant	and the state of t	liability ²		given/ incurred	Unsecured	Secured	Preferred/P nombes	Contingent. Trust claims or other itabilities	Total amount of claim	securing the liability	the right to a priority ³	surplus or (deficit) from	nolder (values on this fine are for notifica -tion only)
11	Docsend	351 California Street San Francisco CA 94104 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
12	Docusign	221 Main St., Suite 1000 San Francisco CA 94105	Other	Unknown	,	1.00	0.00	0.00	0.00	1.00	¥.		0.00	
13	Drop Box	USA 1800 Owens St San Francisco CA 94158 USA	Other	Urknown		1.00	0.00	0.00	0.00	1.00			0.00	
14	Elixir Forum & Slack	700, 850 - 2 Street SW Calgary AB T2P 0R8	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
15	eNomCentr al	10400 NE 4th Street Floor 5, Suite 121 Bellevue WA 98004 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
16	Figma	760 Market Street San Francisco CA 94102	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
17	Flowmapp	USA 700, 850 - 2 Street SW Calgary AB	Other	Unknown		1.00	0.00	_0.00	0.00	1.00			0.00	
18	GitHub	T2P 0R8 88 Colin P Kelly Jr St San Francisco CA 94107	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
19	GilLab	USA 268 Bush Street #350 San Francisco CA 94104 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	

Jae Park

12-May-2025 Dale

List of Liabilities

No.	Name of	Address	Nature of	Details	Date			Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability ²		given/ incurred	Unsecured	Secured	Preferred/P rianties	Confingent, Trust charms or other Itabilities	Total amount of claim	securing the liability	the right to a priority ³	surplus or (deficit) from security	nolder (values on this line are for notifica tion only)
20	Go Daddy	2155 E. GoDaddy Way Tempe AZ 85284	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	
21	Google (Gsuite)	USA 1600 Amphitheal re Pkwy Mountain View CA 94043 USA	Olher	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	
	Hosted Graphite (Metric Fire)	700, 850 - 2 Street SW Calgary AB	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	
23	Intercom	T2P 0R8 55 2nd Street. 4th Floor San Francisco CA 94105	Olher	Unknown		1.00	0.00	0.00	0.00	1,00			0.0	0
	Jira Allassian Confluence	USA Level 6, 341 George Street Sydney NS 2000	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	
25	LastPass	Australia 333 Summer Street Boston MA 02210	Other	Unknown		1.00	0.00	0.00	0.00	1.00		The state of the s	0.0	
26	Linkedin	USA 1000 W Maude Ave Sunnyvale CA 94085 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	
27	Metabase	9740 Campo Rd. Suite 1029 Spring Valley CA 91977 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	
	Microsoft36 5	Microsoft Canada Inc Mississaug a ON L5N 8L9	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.0	

Jae Park

12-May-2025 Date

Page 5

FORM 78 - Continued

List of Liabilities

No.	Name of	Address	Nature of	Details	Date			Amount of Claim)		Asset	Ground for		Place-
	creditor or claimant		liability ²		given/ incurred	Unsecured	Secured	Pretenred/P riorities	Contingent, trust claims or other Babilines	Total amount of claim	securing the liability	the right to a priority ³	(deficit) from security	nolder values on this the are or notifica
														only)
29	Namechea p	4600 East Washingto n Street Suite 305 Phoenix AZ 85034 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
30	PPSA Victoria BC	200 - 940 Blanshard Street Victoria BC V8W 3E6	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
31	Quickbook	8 Spadina Avenue, Suite 1900 Toronto ON M5V 0S8	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
32	RingCentral	21-5480 Canotek Road Otlawa ON K1J 9H7	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
33	RollBar	548 Market St #60587 San Francisco CA 94104 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
34	Sendgrid	1801 California Street, Suite 500 Denver CO 80202 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
15	Stack	500 Howard Street San Francisco CA 94105	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
υ	SRUC	Montgomer y St San Francisco CA 94104 USA	Oute	OUNHOWN		1,00	0.00	U. U						

Jae Park

12-May-2025

Date

List of Liabilities

No.	Name of	Address	Nature of	Details	Date			Amount of Claim			Asset	Ground for	Estimated	Place-
	creditor or claimant		liability ²		given/ incurred	Unsecured	Secured	Preferred/P nonties	Contingent, trust claims or other featurities	Total amount of claim	securing the liability	the right to a priority 3	surplus or (deficit) from security	holder (values on this line are for
														notifica -tion only)
37	SumSub	Brickell Business Center 1200 Brickell Ave Ste 182 Miami FL 33131 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
38	Sunlife	150 King Street West Toronto ON M5H	Other	Unknown		1.00	0.00	0.00	0.00	1.00			, 0.00	
39	TimeScale	335 Madison Ave floor 5 New York NY 10017 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
10	Twilio	101 Spear Street, First Floor San Francisco CA 94105 USA	Other	Unknown		1.00	0.00	0.00	0,00	1.00			0.00	
\$1	WagePoint	Suite #1110, 240 - 70 Shawville Blvd Calgary AB T2Y 2Z3	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
12	WCB	PO Box 2415 Edmonton AB T5J 2S5	Other	Unknown		1.00	0.00	0.00	0.00	1.00			0.00	
43	Zoom	55 Almaden Blvd, Suite 600 San Francisco CA 95113 USA	Other	Unknown		1.00	0.00	0.00	0.00	1.60			0.00	
		122.	1		Total	33,989,196.05	0.00	0.00	0.00	33,989,196.05		·		-

²Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

12-May-2025 Date

Form 78 (2023-12)

³Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrunt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

EXHIBIT "D"

District of: Alberta
Division No.: 02 - Calgary
Court No.: B301-223290
Estate No.: 25-3223290

IN THE MATTER OF THE PROPOSAL OF CATALX CTS LTD. OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA

MINUTES OF THE FIRST MEETING OF CREDITORS

 The first meeting of creditors ("FMOC") for the proposal of CatalX CTS Ltd. ("Catalx" or the "Company") was held on June 2, 2025, at 2:00 pm MST via a virtual meeting through a Microsoft Teams video conference.

ATTENDANCE

2. The following parties were in attendance:

Chairperson: Amendra Singh, Office of the Superintendent of Bankruptcy **Trustee:** Jeff Keeble, Licenced Insolvency Trustee, Deloitte Restructuring Inc.

Secretary: James Doney, Secretary, Deloitte Restructuring Inc.

Other Parties:

Naomi McGregor, Deloitte Restructuring Inc. Andrew Stott, Deloitte Restructuring Inc. Jessica MacKinnon, Proposal Trustee's legal counsel, Burnet, Duckworth & Palmer LLP Pavin Takhar, Company Debtor's legal counsel, Miller Thomson Tingting Zhang, Office of the Superintendent of Bankruptcy

Creditors: See attached attendance list

CALL TO ORDER AND QUORUM

- 3. Mr. Keeble welcomed those present to the FMOC, introduced the parties present and indicated that Mr. Singh would be acting as the Chairperson for the FMOC. A roll call was held to identify the creditors present, and the meeting was then handed over to the Chairperson.
- 4. The Chairperson called the FMOC to order at 2:30pm and indicated that the FMOC had been properly called and constituted and a quorum was present as at least one creditor was present who was eligible to vote in person or by proxy.
- 5. The Chairperson indicated that any decisions he made in the FMOC could be challenged and appealed to the Court.
- 6. The Chairperson informed the creditors present that the agenda for the FMOC was as follows:
 - a. Consider the affairs of Catalx and the terms and conditions of the proposal filed by Catalx on May 14, 2025 (the "Proposal");
 - b. Answer any questions the creditors have on the Company or the Proposal;
 - c. Hold a vote on the Proposal;
 - d. Elect any parties who want to act as inspectors in the estate; and
 - e. Deal with any other matters or questions from the creditors.

NOTICE

- 7. The Chairperson turned the meeting over to Deloitte Restructuring Inc. ("Deloitte"), the Licensed Insolvency Trustee acting in the Proposal (the "Proposal Trustee"), and Ms. McGregor advised that the notice of the Proposal and FMOC for Catalx were emailed on May 15, 2025, or sent via regular mail where an email was unavailable.
- 8. Ms. McGregor informed all persons present, that a creditor would not be entitled to vote unless they have lodged with the Proposal Trustee a proof of claim prior to the time specified for the FMOC.

DOCUMENTS TABLED

- 9. Ms. McGregor advised that the following documents were tabled and noted to be available to the creditors attending the meeting:
 - · Statement of affairs;
 - · Notice of the meeting mailed to creditors May 15, 2025;
 - · Proof of mailing for the meeting;
 - The Proposal;
 - · Blank proof of claim and voting letter;
 - · Cash flow statement; and
 - The Proposal Trustee's Report to Creditors

PROPOSAL TRUSTEE'S REPORT

- 10. The Chairperson asked the Proposal Trustee to review the Proposal Trustee's Report to Creditors dated May 14, 2025 (the "Report"). Ms. McGregor reviewed the Report in detail and highlighted the following items, among others:
 - a. CatalX operated an internet-based platform for the trading of crypto assets through services provided by its platform-support supplier, Bittrex Global GMBH and its affiliates ("Bittrex Global"). In addition to other services provided to Catalx, Bittrex Global processed trades for Catalx's clients and served as custodian for the Crypto assets held by Catalx's customers.
 - b. On November 20, 2023, Bittrex Global publicly announced its decision to wind-down its operations and cease the provision of all trading services effective as of December 4, 2023.
 - c. Catalx determined it was not feasible for it to continue to operate its platform without the support of Bittrex Global and, as a result, on December 4, 2023, in conjunction with Bittrex Global, Catalx decided to commence an orderly wind-down of its business and operations.
 - d. In addition to the wind down of Bittrex Global, Catalx had several other factors contribute to its operations being ceased including, but not limited to:
 - i. On or around November 24, 2023, Catalx ceased allowing withdrawals of customer deposits due to liquidity constraints;
 - ii. Financial obligations were not being met as they became due;
 - iii. Extraordinary events, including a suspected security breach and alleged misappropriation resulting in the loss of a significant portion of the Crypto assets held by Catalx on behalf of its customers; and

- iv. Customer complaints filed with the Alberta Security Commission ("ASC") which led to the ASC opening an investigation against Catalx and issuing a Cease Trade Order on December 21, 2023.
- 11. On January 19, 2024, Deloitte was appointed by an Order of the Court of King's Bench of Alberta (the "Court") as receiver-manager (the "Receiver") of Catalx and Catalx Management Ltd. (collectively, the "Companies").
- 12. The Receiver conducted a forensic investigation (the "Forensic Investigation") around the allegations regarding the misappropriation of Crypto assets owned and/or held by Catalx on behalf of its clients and has realized on all assets of the Companies.
- 13. The Proposal Trustee advised that all matters in the receivership have effectively concluded, and the Receiver intends on applying imminently to Court for its discharge.
- 14. The Proposal Trustee summarized the key terms of the Proposal as follows:
 - a. The Proposal outlines three funding sources:
 - Mr. Jae Park ("Mr. Park" or the "Proposal Sponsor"), along with the current and former directors of Catalx sponsoring the Proposal (the "Participating Directors"), which specifically excludes Mr. Jae Ho Lee ("Mr. Lee"), will advance a total of \$210,000 (the "Proposal Proceeds");
 - ii. Residual balance in the receivership estate, currently estimated to be \$95,000 (the "Receivership Proceeds"); and
 - Any proceeds from the investigations (the "Investigation Funds") of the ASC or Royal Canadian Mounted Police ("RCMP").
 - b. All creditors form a single class of unsecured creditors, with any amounts available for distribution to be allocated on a pro-rata basis.
 - c. Claims denominated in currencies commonly known as Crypto, will be converted to Canadian Dollars at the fair market value of the crypto currency at 12:00 pm (MST) on May 14, 2025.
 - d. The following are conditions precedent to the implementation of the Proposal:
 - i. The required majority of the unsecured creditors accept the Proposal;
 - ii. The Court approves the Proposal, including the Releases in respect of the Released Parties (as both are defined and discussed later herein);
 - The Proposal Proceeds are paid to the Proposal Trustee within 30 days of Court approval; and
 - iv. The Receivership Proceeds are paid to the Proposal Trustee upon the discharge of the Receiver.
 - e. The Proposal provides the comprehensive Releases for Catalx and the Participating Directors, covering a wide range of claims, both known and unknown, related to Catalx's business and affairs before the implementation date of the Proposal; however, the Releases specifically exclude claims related to contractual rights of creditors rising from contracts with the directors and claims based on allegations of misrepresentation made by the directors to creditors or wrongful or oppressive conduct by directors. These exclusions help ensure that creditors' essential rights and statutory protections remain intact.
- 15. The Proposal Trustee summarized the Company's affairs as reported on the Company's Statement of Affairs.

16. The Proposal Trustee advised that in the event the Proposal is refused by the creditors, Catalx would be deemed to have made an assignment in bankruptcy, which would result in no foreseeable recovery to unsecured creditors.

QUESTION PERIOD

17. The Chairperson opened the floor to questions. Creditors raised numerous questions regarding various matters both verbally and through the chat function of the video conference. Below is a summary of topics addressed during the question period.

Proposal administration and proof of claims

- 18. Questions raised included is a proof of claim required, how to file a proof of claim, how are claims valued, where can information with respect to these proceedings be found, how to contact the Proposal Trustee, who was notified of the Proposal and how.
- 19. The Proposal Trustee advised that all available information with respect to the receivership proceedings and the Proposal can be found on the Proposal Trustee's website at https://www.insolvencies.deloitte.ca/en-ca/Pages/Catalx.aspx
- 20. Contact information for the Proposal Trustee can be found on the Proposal Trustee's website or the Proposal Trustee can be contact by email at calgaryrs@deloitte.ca.
- 21. The Bankruptcy and Insolvency Act (Canada) ("BIA") requires the Proposal Trustee to notify all known creditors with claims of \$250 or more. The Notice to Creditors (the "Creditors Package") with respect to these proposal proceedings was sent to all known creditors (regardless of the estimated claim value) on May 15, 2025, via email. Where the Proposal Trustee did not have the creditor's email, a copy of the Creditors Package was sent via regular mail.
- 22. There is a total of 6,200 creditors identified through the Company's books and records, of which only 183 creditor packages were returned undeliverable due to invalid email addresses. Of these 142 creditors, claim amounts were estimated to be less than \$250; consequently, no further action was taken by the Proposal Trustee.
- 23. The Creditor Package is also available on the Proposal Trustee's website.
- 24. Creditors were required to file a proof of claim prior to date and time scheduled for the FMOC to be able to vote on the Proposal. Creditors are also required to file a proof of claim to participate in the distribution of funds through the Proposal (if accepted by the creditors and approved by the Court).
- 25. Creditors who have not filed a claim with the Proposal Trustee will receive a final 30-day notice to file their claim or else they will not be able to participate in any distributions.
- 26. Claims denominated in currencies commonly known as Crypto, will be converted to Canadian Dollars at the fair market value of the crypto currency at 12:00 pm (MST) on May 14, 2025.
- 27. The Proposal Trustee understands that creditors are unable to access their Catalx accounts as the platform is no longer available. The Receiver and Proposal Trustee have exhausted all available options to access the platform to allow creditors access to their accounts. The Proposal Trustee has recovered transaction histories for each customer to generate statements of account and these will be provided to creditors upon request.
- 28. Creditors needing a statement of account or assistance with filing their proof of claim should contact the Proposal Trustee at calgaryrs@deloitte.ca.

Proposal terms and conditions

- 29. Creditors in attendance of the FMOC expressed scepticism that the Proposal, if approved, may absolve the directors of any liability in exchange for a small recovery of funds. Several questions were raised about what legal actions could be taken against the directors, including potential class action lawsuits.
- 30. Other related questions included what was the benefit of the Proposal to creditors, what are the reasons for accepting the Proposal, does the Proposal impede creditors from taking future legal action against Catalx and/or the directors of Catalx, what will the recoveries be, and what is the timing of distributions?
- 31. The Proposal Trustee advised that the Proposal Sponsor elected to file a Proposal and has willingly foregone his secured claim in order to provide some recovery to the unsecured creditors.
- 32. In the event the Proposal is rejected by the creditors and/or the Court, Catalx will be deemed to have made an assignment into bankruptcy.
- 33. It is the Proposal Trustee's view that in the case of a bankruptcy, there would be no recoveries available to the unsecured creditors as:
 - a. The Proposal Proceeds would not be advanced to Catalx;
 - b. The only amounts available to creditors will be the Receivership Proceeds and the Investigation Funds, the amount of which are unknown; and
 - c. The claim of the secured creditor and Proposal Sponsor, Mr. Park, if deemed to be a valid and enforceable secured claim, would rank ahead of all other creditors in a bankruptcy and there would be no funds available for the unsecured creditors.
- 34. The Proposal provides the comprehensive releases for Catalx and the Participating Directors, covering a wide range of claims, both known and unknown, related to Catalx's business and affairs before the implementation date; however, this does not release the Participating Directors from claims under Section 50(14) of the BIA related to contractual rights and allegations of misrepresentation or wrongful conduct.
- 35. The releases specifically exclude claims related to contractual rights of creditors rising from contracts with the directors and claims based on allegations of misrepresentation made by the directors to creditors or wrongful or oppressive conduct by directors.
- 36. The Proposal Sponsor's counsel advised creditors there had been no wrongdoing on the part of the Proposal Sponsor, and that due to the corporate veil, any claims against the Proposal Sponsor or Participating Directors would most likely be unsuccessful.
- 37. The Proposal Trustee clarified there has been no indication that the Proposal Sponsor or Participating Directors have been involved; however, a full investigation into the Proposal Sponsor and Participating Directors has not been conducted.
- 38. The Proposal Trustee further advised that it cannot provide legal advice to the creditors; however, creditors are entitled to consult with their own legal counsel with respect to pursuing legal actions against Catalx and/or the directors of the Company.
- 39. Should the Proposal be accepted by the creditors and/or Court, funds will be distributed as follows:
 - a. First, payment of all costs to administer the Proposal; and
 - b. Secondly to all creditors with proven claims. Each creditor with a proven claim will receive payment, in cash, on a pro rata basis of the balance of available funds.

- 40. The distributions of cash by the Proposal Trustee will be made:
 - a. Upon the expiry of six months from the implementation date of the Proposal. The Proposal Trustee confirmed the timelines regarding the ongoing investigations remain unknown, however there needed to be an end date to ensure the Proposal is not left unresolved for an extended period of time;
 - b. Subject to any levy owed to the Superintendent of Bankruptcy pursuant to the BIA; and
 - c. In full and final satisfaction of each proven claim.
- 41. The recovery for creditors is unknown at the date of the FMOC as it is dependent on:
 - a. Costs incurred to administer the Proposal; and
 - b. The quantum of claims filed with the Proposal Trustee.
- 42. The distributions are not expected to be significant, and the Report estimates that \$111,520 may be available for distribution to the creditors through the Proposal.
- 43. The creditors present were not happy with this small potential return on their investments through the Proposal.

Voting on the Proposal

- 44. Questions raised included who can vote, can a creditor change their vote, and what recourse is available to creditors if they wish to dispute the voting results.
- 45. The Proposal Trustee reiterated that only creditors who filed a proof of claim prior to the date and time scheduled for the FMOC are able to vote on the Proposal. For clarity, the deadline to file a claim for voting purposes was 2:00 PM (MST) on June 2, 2025.
- 46. Creditors are able to change their vote up to the time the vote is called at the FMOC if they have filed valid and accepted proofs of claim with valid proxies (if required).
- 47. The Proposal is deemed accepted by creditors when the voting results meet the statutory requirements being the majority in number and 2/3 in value of the proven claims voting in favour of the Proposal.
- 48. There is no avenue for creditors to call for a revote at the FMOC after the vote is properly called and motioned in the event that the creditors are unsatisfied with the results of the vote after they are tabulated.
- 49. In the event the Proposal is accepted by the creditors, the Proposal Trustee will proceed with an application to have the Proposal approved by the Court.
- 50. Creditors are able to attend the Court application to dispute the voting results and any appeal or revoting process is at the discretion of the Court.
- 51. The details with respect to the date and time of the Court application to have the Proposal approved will be posted on the Proposal Trustee's website. Alternatively, creditors may request to be added to the service list.

Bankruptcy Scenario

- 52. Questions raised included what happens in a bankruptcy, and do creditors need to file a claim in the bankruptcy.
- 53. The Proposal Trustee reiterated that in the event the Proposal is not accepted by the creditors, Catalx will be deemed bankrupt. The bankruptcy would be administered in accordance with the BIA.

- 54. The bankruptcy Trustee would attempt to recover all available assets of the Company for the general benefit of the creditors, including any Investigation Funds.
- 55. Creditors must file a proof of claim to be included in any potential distribution to creditors.
- 56. The Proposal Trustee also indicated that the bankruptcy trustee can take direction from creditors such as advancing investigations into Catalx's operations or taking actions against directors or Catalx subject to funding being available to do so. The Proposal Trustee added that section 38 of the BIA allows creditors to take actions in their own names, with the approval of the Court, if the Trustee refuses to do so or does not have funds available. The creditors who join the action can recover their costs and claims in full and any excess would have to go back to the estate.

Investigations

- 57. Creditors requested updates with respect to investigations conducted by the ASC, RCMP and the Receiver.
- 58. The Proposal Trustee advised creditors that the ASC commenced an investigation after being notified of unauthorized transactions in the Catalx Wallet and issued an Interim Cease Trade Order which was effective from December 21, 2023, to January 5, 2025.
- 59. The Forensic Investigation revealed a difference between the expected balance of customer assets, consisting of fiat and Crypto, and the actual amount held by Catalx as of January 19, 2024, the date of receivership. Based on the books and records of Catalx available to the Receiver, the estimated value of customer assets which is made up of approximately 590 distinct Crypto amounts to approximately USD\$13,958,536; however, the actual value of these assets is only approximately USD\$151,070. This difference results in a shortfall of customer assets amounting to approximately USD\$13,807,467 (the "Shortfall"). The primary cause of the Shortfall was the use of customer assets for purposes unrelated to customer activities. Beginning no later than May of 2021 and persisting until the Platform's de-facto end in the fall of 2023, unauthorized withdrawals of customer assets, facilitated the diversion of assets from the Catalx Wallet to external, unauthorized wallets and Crypto exchange accounts.
- 60. Additional details with respect to the ASC investigation and the Forensic Investigation can be found in the First Report of the Receiver at https://www.insolvencies.deloitte.ca/en-ca/Pages/Catalx.aspx
- 61. The Receiver has ceased conducting additional work on the Forensic Investigation due to funding constraints in the receivership estate.
- 62. The Receiver has cooperated with the ASC providing its findings from the Forensic Investigation.
- 63. The Receiver and Proposal Trustee also understand that the RCMP have an open investigation with respect to Catalx. To date the RCMP have not contacted the Receiver/Proposal Trustee and the status of said investigation is unknown.
- 64. The Receiver and Proposal Trustee will continue to cooperate with the ASC, other judicial bodies, and law enforcement where it is necessary and appropriate for us to do so.

Insurance claims

- 65. Questions raised included, what insurance was in place and is there any recoveries through insurance.
- 66. Catalx advertised to its customers that their funds and assets were safeguarded by bonding insurance. However, based on the Forensic Investigation it is evident that the purported safeguards did not effectively shield customers from the misuse of their assets.

- 67. Based on the Receiver's review and discussions with insurance providers regarding the policies held by Catalx, Catalx may not have been in compliance with policy terms and conditions. In addition, there appears to be coverage limitations and may not extend to customers.
- 68. As at the date of the FMOC, the Proposal Trustee is not aware of any open or pending insurance claims and does not anticipate any recoveries through potential insurance claims.

Other matters

- 69. Other questions raised by creditors included the whereabouts of Mr. Lee, the current investment activities of Mr. Park, and confirmation that Bittrex Global is a creditor.
- 70. The Proposal Trustee understands that Mr. Lee is overseas; however, his whereabouts is unknown. Mr. Lee has had very limited interaction with the Receiver and no contact with the Proposal Trustee.
- 71. Mr. Lee has been excluded from the Proposal, including the releases provided to the Participating Directors.
- 72. The Proposal Trustee and counsel for the Proposal Sponsor has no knowledge of Mr. Park's investment dealings outside of Catalx.
- 73. Based on available books and records of Catalx, Bittrex Global is an unsecured creditor and has not filed a claim with the Proposal Trustee. The Proposal Trustee understands that Bittrex Global is in liquidation. Additional details with respect to the Bittrex Global liquidation can be found at https://bittrexglobal.com.

VOTING

- 74. The Chairperson called for a motion to vote on the Proposal. On a motion duly made by Brian Loos and seconded by Julien Murdaca-Gauthier, the Proposal Trustee proceeded to call a vote on the Proposal.
- 75. Several creditors in attendance requested to amend their votes, resulting in the Proposal Trustee requesting those individuals who had filed claims prior to the meeting to confirm their amended votes by either messaging the meeting chat or email to calqaryrs@deloitte.ca.
- 76. The meeting adjourned for 20 minutes to allow the Proposal Trustee to collect any final votes and last minute claims and update the voting summary based on any new or amended votes.
- 77. The meeting reconvened at 3:30 pm and the results were announced as follows:

No. of the second second	Value of Cl	aims	# of Claims			
Votes	\$	%	#	%		
For	2,169,637	68%	79	76%		
Against	805,282	25%	15	14%		
No vote lodged with Trustee	206,995	7%	10	10%		
Total Claims Filed	3,181,915	100%	104	100%		

- 78. Two creditors in attendance of the FMOC indicated their claims, each in excess of \$200,000, voting against the Proposal were not including in count. Ms. McGregor confirmed that those two claims were included in the count against the Proposal. Ms. McGregor further clarified that the "No vote" in the amount of \$206,995 reflected the proven claims received prior to the FMOC with no votes lodged with the Proposal Trustee.
- 79. The Chairperson declared that the Proposal was deemed accepted by the creditors as filed given the voting results met the statutory requirements as a majority in number and 2/3 in value of proven claims voted in favour of the Proposal.

- 80. Some of the creditors in attendance at the FMOC were dissatisfied with the results of the vote and requested a revote on the Proposal. The Proposal Trustee and the Proposal Trustee's legal counsel confirmed that the voting procedure is prescribed in the BIA and is binding. Consequently, there is no avenue for a revote at the FMOC, however, creditors may appear in Court to contest the approval of the Proposal.
- 81. The Proposal Trustee further advised that the notice of the application to approve Proposal will be served on all proven creditors, in addition to being posted on the Proposal Trustee's website at https://www.insolvencies.deloitte.ca/en-ca/Pages/Catalx.aspx.
- 82. Subsequent to the FMOC, the Proposal Trustee conducted a recount of all votes and notes the following:
 - a. The value of two claims in favour of the Proposal were inadvertently unaccounted for due to a formula error;
 - b. The value of two claims against the Proposal were inadvertently unaccounted for due to a formula error;
 - c. One claim voting against the Proposal was filed via email at the commencement of the FMOC and was inadvertently missed in the voting results shown above;
 - d. One vote was changed from in favour of the Proposal to against which was not properly reflected in the voting results shown above; and
 - e. One voting letter against the Proposal was received prior to the motion to vote but was inadvertently missed. This claim had been accounted for as a "No vote lodged with the Trustee" in the voting results shown above.
- 83. The overall value of the claims previously missed in the count were not material and did not impact the outcome of the vote in favour of the proposal as tabulated in the FMOC. The revised results are as follows:

	Value of Cl	aims	# of Claims			
Votes	\$	%	#	%		
For	2,221,798	68%	79	76%		
Against	850,949	26%	16	15%		
No vote lodged with Trustee	204,413	6%	9	9%		
Total Claims Filed	3,277,160	100%	104	100%		

84. A detailed voting summary is attached hereto and forms part of these minutes.

INSPECTORS

- 85. The Chairperson advised the FMOC attendees of the role of estate inspectors and their responsibilities. The Proposal Trustee advised that inspectors are effectively the eyes and ears of the creditors who work closely with and oversee the Trustee and provide directions and approve fees and disbursements in the estate. A party cannot act as an inspector if they are conflicted and/or a party to any contested action against the Company. Nominal inspector fees are paid, and meetings can be held by conference call. An inspector can resign at any time from the position.
- 86. Alessandro Tirone advised that he may be interested to act as an inspector, however, he would like further information on the role and responsibilities prior to accepting.
- 87. On a motion duly made by Cameron Waite and seconded by Henry Ulaszonek, the appointment of Alessandro Tirone as estate inspector was approved, subject to his acceptance of the position.

88. Subsequent to the FMOC, Mr. Tirone was provided with the inspector's handbook and confirmed his acceptance of the inspector role. The Proposal Trustee will schedule the first meeting of inspectors in due course.

ADJOURNMENT

89. The Chairperson called for a motion to adjourn the meeting. On a motion duly made by Brian Loos and seconded by Julien Murdaca-Gauthier, the meeting was adjourned at 4:08 pm.

Amendra Singh, Chairperson

Office of the Superintendent of Bankruptcy

Jeff Keeble, Proposal Trustee Deloitte Restructuring Inc.

District of: Alberta Division No.: 02 - Calgary Court No.: B301-223290 Estate No.: 25-3223290

IN THE MATTER OF THE PROPOSAL OF CATALX CTS LTD. OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA

ATTENDANCE LIST

Debtor and representatives:

Pavin Takhar, counsel to Proposal Sponsor

Chairperson and representatives:

Amendra Singh, OSB

Tingting Zhang, OSB - Attendee

Trustee and representatives:

Jeff Keeble, Deloitte

Naomi McGregor, Deloitte

Andrew Stott, Deloitte – Attendee James Doney, Deloitte – Secretary

Jessica MacKinnon, counsel to Proposal Trustee

Creditors:

NAME	Claim Filed
ALESSANDRO STEFANO TIRONE	Y
ALEXANDRE STINES	Y
AMRENDER SINGH BHATTI	Y
ANDREW J HOCULIK	Y
ANDY AODISHO	Y
ANNA LOUISE CIPOLLONE	Y
ASIM SULAIMAN	Y
BEHDIN NOWROUZI	Y
BINH QUOC HUNG LE	Y
BRIAN LOOS	Y
CAMERON FRANCIS WAITE	Y
CARLA NFONO OBAME	Y
CARLOS A E DA COSTA	Y
DYLAN BRIAN HOULIHAN	Y
FREDERIK L HEUREUX	Y
GREGORY MICHAEL BRANDFORD	Y
GUILLAUME HANS	Y
JULIEN MURDACA GAUTHIER	Y
VAHID DAGHIGHI SADEGH	Y
VINEET JAMES NEOGI	Y
JONATHAN ALEXANDER MACKINTOSH	N
ABBAS ALI NASSER	N
AK	Unknown
ALI TURKMAN	N
AMIR MARAVANDI	N
ASHLEY JANE BASTARACHE	N
AUDRY LAROCQUE	N

NAME	Claim Filed
ВВ	Unknown
C	Unknown
CHRISTIAN THOMAS TRUCHESS RUEDA	N
CHRISTOPHER AARON GOOD PILIPENKO	N
COSMIN FILIP IONESCU	N
DANIL PLATONOV	N
E	Unknown
EV	Unknown
GARY LEE SNELL	N
HASSAN BAZ	N
HAYLEE VICTORIA FOY	N
Henry Ulaszonek	N
J	Unknown
Jeff	Unknown
JOON HWAN MOON	, N
LUIS MANUEL FIDALGO	N
S WARDELL NUTTLEY STEPHANIE	N
STEPHEN J GISON	N
THOMAS RAKOVITIS	N
WENDY DUGAS	N

District of Alberta
Division No. 02 - Calgary
Court No. B301-223290
Estate No. 25-3223290

Voting Summary

In the Matter of the Proposal of CatalX CTS Ltd. of the City of Calgary, in the Province of Alberta

Insolvency Date: 14-May-2025 Estate Number: 25-3223290

Result of Voting

	Total #			Dollar Value	of Claims	Percentage by	Votes	Percentage by	Value	I	Result	
Class	Votes	Yes	No	Yes	No	Yes	No	Yes	No	By Votes	ByValue	
	95 79 16		2,221,798.06	850,948.88	83.16	16.84	72.31	27.69	App.	App.		

List of creditors

Class	Creditor Name	Туре	Account #	\$ Admitted for Voting	Voted By	Vote
	AKSHAY CHOUDHARY	U	4586	2,421.87		For
	ALESSANDRO STEFANO TIRONE	U	3511	29,942.74		Against
	ALEX J MITCHELL	U	6559	1,377.50		For
	ALEXANDRE STINES	U	12518	14,717.89		Against
	AMRENDER SINGH BHATTI	U	10762	5.760.27		Against
	ANASTASIYA DEHTYAROVA	U	11333	815.51		For
	ANDREW J HOCULIK	U	6894	32,042.86		Against
	ANDY AODISHO	U	17175	10,372.00		Against
	ANITA LUCIA BRIGGS	U	6197	3,085.00		For
	ANITA MARVA ALLUM	U	19668	5,625.23		For
	ANNA LOUISE CIPOLLONE	U	17345	288,997.42		Against
	ARMIN NURKIC	U	13904	337.96		For
	BEHDIN NOWROUZI KIA	U	10170	6,887.51		For
	BENJAMIN FRANCIS MACINNIS	U	3104	5,067.15		For
	BINH QUOC HUNG LE	U	16959	258,975.23		Against
	BRADEN CARTER GANETSKY	U	15556	30,335.59		For
	BRADLEY FURLAN	U	12490	18,339.87		Against
	BRANDON TYLER NELSON	U	7123	798.25		For
	BRANDY JO BROUILETTE	U	3777	37,109.21		For
	BRIAN LOOS	U	11526	91,249.97		For
	CAMERON FRANCIS WAITE	U	7104	31,605.02		Against
	CARLA NFONO OBAME	U	6138	230.59		Against

Insolvency Date: 14-May-2025 Estate Number: 25-3223290

List of creditors

Class	Creditor Name	Туре	Account #	\$ Admitted for Voting	Voted By	Vote
	CARTER JOHNSON NOBLE	U	10402	2,296.53		For
	CHASE JEFFREY SHYMKIW	U	11918	13,131.41		For
	Christopher Buis	U	10955	97,969.96		For
	CHRISTOPHER SHAWN DAVID KELLY	U	10249	3,090.88		For
	CLANDRO C CAUTILLO	U	7516	1.803.24		For
	COBY MICHAEL FRISSELL	U	6194	11,778.70		For
	DAPHNE ELAINE FORD	U	9995	46,396.66		For
	DAVD ADAMS	U	10523	19,459.51		For
	DAVID HENRY BLAIR	U	9567	106,380.62		For
	DAVID JOHN CAMPBELL	U	12048	50,207.28		For
	DONNA DIXON	U	7732	70,769.56		For
	DREW MICHEAL DZIADYK	U	6619	23,649.89		For
	DUSTIN JOHN MORISSETTE	U	6447	4,980.21		Against
	DYLAN BRIAN HOULIHAN	U	14821	9,319.57		For
	EL ZID TABUZO	U	6232	24,850.00		For
	ELIE JOSEPH ABOUMOUSSA	U	7074	14,270.99		For
	EVAN T HILL	U	14719	19,242.50		For
	FILIP STERPINSKI	U	9321	22,214.39		For
	FRANCESCO DI TELLA	U	14624	70,783.91		For
	FREDERIK L HEUREUX	U	12810	28,660.33		Against
	Geoffery Smail	U	2962	50,022.46		For
	GEOFFREY IAN SMART	U	7199	80,735.98		For
	GLEN CHARLES HALLS	U	19652	69,166.80		For
	GLENISHA DUCILLE	U	6736	5,643.92		For
	GRACE PAULINE CAPAR	U	14126	9,141.18		For
	GREGORY MICHAEL BRANDFORD	U	14536	19,626.77		For
	GUILLAUME HANS	U	15884	6,661.14		For
	HARRISON FENN	U	7440	55,461.32		For
	HIN MINE DAVID TANG	U	10537	11,009.71		For
	ISLAM GAMAL ALI SHEHATA	U	14203	2,943.43		For
4	JASON KOLCUN	U	13742	9,046.74		For
	JESSE GARRETT K WALPER	U	4395	50,804.44		For
	JESSE LARIVIERE	\mathbf{U}	12243	8,137.83		For
	Joel Murray	U	15704	8,204.45		For
	JOHN KENNETH WRIGHT MUNRO	U	17439	95,386.02		Against
	JULIEN MURDACA GAUTHIER	U	12601	7,917.19		Against
	KELLY ANNE MCRAE	\mathbf{U}	17415	9,136.79		For

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Insolvency Date: 14-May-2025 Estate Number: 25-3223290

List of creditors

Class	Creditor Name	Туре	Account #	\$ Admitted for Voting Voted By	Vote
	KYLE STUART	U	7044	17,611.95	For
	ANDERSON LEVI DANIEL DZIADYK	U	11907	19 267 72	For
	LUKE CHARLES FORD	U	6473	18,267.72 5,696.60	For
	MARCO DIFELICE	U	11236	15,100.23	For
	MARIE J JAKMAKIAN	U	3676		
	MARK GARFIELD	U	12581	20,000.00 7.352.78	Against
	CAMPBELL	U	12361	1,332.76	For
	MARYANN J STERLING	U	11590	1,193.15	For
	MAX BISCHOF	U	13679	111,467.62	For
	MICHELLE ELAINE DOOLITTLE	U	6199	6,732.46	For
	NATHAN E YEAGER	U	10352	19,797.66	For
	NICHOLAS LEE SCHMIDT	U	9811	12,898.78	For
	OLUF PETER ANDERSEN	U	10494	7,921.63	For
	PAMELA GAY DAWKINS	U	2141	566.70	For
	PAUL GEORGE COPE	U	17414	19,121.10	For
	PETER A CAPAR	U	12468	45,068.61	For
	PHILIP ANDREW TARASIEWICZ	U	12259	44,128.13	For
	POH CHOO LEONG	U	13782	1,448.60	For
	PUYAN ZADEH	U	13719	5,420.96	For
	QINYI ZHOU	U	15910	2,162.69	For
	RAVINDER SINGH KAJLA	U	13032	32,924.11	For
	ROCK BOSSE	U	7500	105,132.01	For
	RYAN DOW HOPPS	\mathbf{U}	15020	132,218.92	For
	SAFIULLAH MOKHTARI	U	10539	1,220.01	For
	SEMION LAZAREV	U	11870	3,416.82	For
	SHELLEY ROBYN JONES	U	7533	52,713.50	For
	SHERRI LYNN WOOLFREY	U	7554	269.20	For
	STEPHEN VICTOR TARASIEWICZ	U	7269	38,320.98	For
	TOMMY DEMERS	U	7690	7,707.17	For
	VADIM GOLOUBEV	U	6239	174,134.85	For
	VAHID DAGHIGHI SADEGH	U	7389	12,500.00	For
	VINEET JAMES NEOGI	U	6034	3,021.24	Against
	Warren Scott Leblanc	U	15524	2,123.31	For
	YANIV YOSEF ZADKA	U	16794	2,582.55	For
	YANNICK HAUPTMANN	U	7408	5,204.52	For
	YULIY GERMAN	U	19285	94,156.06	For
	YVES NERON	U	6536	26,747.37	For

^{*} Some or all of secured amount shown has been excluded from voting

04-Jun-2025 Page 3/3