

COM May 2, 2024

Form 49
Rule 13.19



B201-996918
COURT FILE NO. 25-2996918, 25-2997457, 25-2997541

COURT COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

PROCEEDINGS IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE BANKRUPTCY OF NOMODIC
MODULAR STRUCTURES INC., AITHRA PROJECTS INC. AND
NOMODIC MODULAR STRUCTURES (ONTARIO) LTD.

DOCUMENT **AFFIDAVIT OF KEN VOLK**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Ryan F.T. Quinlan / Gil Miciak
Barrister & Solicitor
Phone: 780.441.4336/
780.441.4372
Fax: 780.428.9683
Email: rquinlan@dcllp.com/
gmiciak@dcllp.com

File #445-215880
DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta Canada T5J 3V9

AFFIDAVIT OF KEN VOLK

Sworn on December 4, 2023

I, Ken Volk, of the City of Medicine Hat, Alberta, SWEAR AND SAY THAT:

1. I am the Director, Commercial / Industrial Development for Champion Canada International ULC ("**Champion**"). I have personal knowledge of the matters herein deposed to except where stated to be on the basis of information and belief, in which case I do verily believe the same to be true.
2. Champion is a corporation registered in the province of Alberta. Champion manufactures modular building structures.

The Project

3. Nomodic Modular Structures Inc. ("**Nomodic**") subcontracted Champion to complete the fabrication work for a Hyatt Place hotel Project in Whitehorse, YT (the "**Project**") that was being undertaken by or for Northern Vision Development Limited Partnership ("**NVD**").

4. On or about December 7, 2022, Nomodic and Champion entered into a Limited Notice to Proceed ("**Champion LNTP**"). The terms of the Champion LNTP included without limitation:
 - a. the Champion LNTP could be terminated on 7 days notice; and
 - b. upon termination, the Champion had to "refund all pre-payments to Nomodic for return to Owner [being NVD], less any reasonable expenses...".

The Champion LNTP is attached as **Exhibit "A"** to this my Affidavit.

5. Champion did not enter into an agreement directly with NVD. Champion was unaware that the Champion Pre-Payment formed part of a Limited Notice to Proceed between NVD and Nomodic, and formed part of the funds paid by NVD to Nomodic.

Termination of the Project

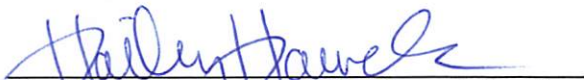
6. Once NVD indicated that they were terminating the services of Nomodic, Champion was involved in discussion to deal with the termination of the Champion LNTP. These discussions included how the completed work and materials would be transported to NVD.
7. On August 21, 2023, Kevin Read ("**Read**"), the C.E.O. of Nomodic, asked me to arrange for the return of the unused portion of the Champion Pre-Payment for the sole and specific purposes of return to NVD.
8. On September 18, 2023, Champion provided an accounting of costs to Nomodic. On September 27, 2023, Nomodic returned the accounting to Champion, with a hand-written approval.
9. The correspondence between Champion and Nomodic from August 21, 2023 to September 5, 2023 is attached as **Exhibit "B"** to this my Affidavit. The majority of my conversations and communications with Nomodic took the form of telephone conversations between myself and Read, as opposed to emails.
10. The approved accounting, dated September 27, 2023, is attached as **Exhibit "C"** to this my Affidavit.
11. On September 27-28, 2023, NVD, Nomodic, and Champion signed a written Mutual Release and Settlement Agreement (the "**Settlement**"). Its terms included that Nomodic would refund or repay \$2,405,490.71 ("**Settlement Amount**") of the Pre-Payment to NVD on or before October 6, 2023. Since \$1,639,158.54 of that amount was being held by Champion, the parties agreed to the Settlement on the clear understanding that Champion would return the \$1,639,158.54 to Nomodic, which would then forward the \$1,639,158.54 along with the balance of the Settlement Amount to NVD. The parties understood and agreed that Champion paying over \$1,639,158.54 to Nomodic was the sole and exclusive purpose of being paid, along with other funds, to NVD. I spoke about this purpose and understanding with Read over the phone and he and I both understood and agreed upon the sole purpose for which Champion was sending Nomodic these funds to provide on the NVD, and no other

purpose or use was permitted. The Mutual Release is attached as **Exhibit "D"** to this my Affidavit.

Return of Funds to Nomodic

- 12. After the Settlement was signed, Champion sent a cheque to Nomodic, dated September 28, 2023 (the "**Champion Cheque**") in accordance with the intended Settlement. The Champion Cheque is attached as **Exhibit "E"** to this my Affidavit. Based on the deposit markings on the Champion Cheque, I believe it was deposited at approximately 3:34 pm Alberta time on October 6, 2023.
- 13. The Champion Cheque was provided to Nomodic for the purpose of completing the Settlement and complying with the terms in the Champion LNTP, namely that Champion would "refund all pre-payments to Nomodic for return to Owner [being NVD], less any reasonable expenses...", and with the agreement and understanding that the Champion Cheque would be forwarded to NVD and no other use would be made of those funds.
- 14. Champion was not indebted to Nomodic, nor was there any other reason to make a payment or transfer to Nomodic other than as discussed above.
- 15. On October 6, 2023, I received an email from Michael Hale ("**Hale**") at NVD, advising me that NVD had not received the refund from Nomodic. Thereafter, I attempted to put a stop-payment on the Champion Cheque, with the intention of forwarding the applicable funds directly to NVD. However, the stop-payment was not requested in time and Champion was not able to stop payment.
- 16. I confirm that at all material times the funds within the Champion Cheque were to be used only of the purpose of being provided by Nomodic to NVD in order to complete the Settlement, consistent with the terms of the Champion LNTP, and that no other use of the funds was permitted, and that this was understood and agreed between Read and I as a result of express conversations confirming the same.

SWORN BEFORE ME at Medicine Hat,
Alberta, this 4 day of December, 2023



A Commissioner for Oaths in and for the
Province of Alberta



KEN VOLK

HAILEY HAUCK
Commissioner for Oaths
in and for Alberta
Barrister & Solicitor

This is **Exhibit "A"** referred to in the affidavit of
KEN VOLK sworn before me on the 4 day of
December, 2023.


A Commissioner for Oaths in and for the Province
of Alberta

Hailey M. Hauck
Print name and expiry / Lawyer / Student-at-Law

HAILEY HAUCK
Commissioner for Oaths
in and for Alberta
Barrister & Solicitor

**** DELIVERED VIA EMAIL ****

Date: December 6, 2022

Attention: Ken Volk
Director, Business Development
Champion Canada International ULC
1175 Railway Street
Penticton, BC V2A 5X5
KVolk@championhomes.com

Regarding: Limited Notice to Proceed for fabrication services for RFP 22-055 Hyatt Place in Whitehorse, YT.

Dear Ken,

Northern Vision Development LP (“Owner”) requires to spend a portion of the allocated budget for the Project in 2022 and therefore, Nomodic Modular Structures Inc (“Nomodic”) has entered into a Limited Notice to Proceed with Owner for the purchase, fabrication, delivery and installation of a 117-room modular Hyatt Place Hotel in Whitehorse, YT (the “Project”) based on a Class C Estimate. The purchase price will change as the design develops and is submitted for a building permit.

Nomodic is pleased to formally notify Champion Canada International ULC (“Champion”), of this Limited Notice to Proceed (“LNTP”) with the intent to enter into a definitive agreement for the fabrication services in support of the Project by end of February 2023. This LNTP will form part of the definitive manufacturing Agreement. By executing the LNTP, Champion is agreeing to:

Pre-Payment Summary

Pre-Payment #1, paid upon completion of 75% design and Class B pricing submission (targeted for January 31, 2023):
TOTAL VALUE @ \$2,010,000 CAD

- Show Suite @ \$180,000 CAD
- Windows @ \$630,000 CAD
- HVAC @ \$1,200,000 CAD

Deposit – Fabrication:

- 20% of Class B Estimate Value
- Paid within 10 business days of contract execution (estimated to be between January 31st and February 15th 2023):
- Current value estimated at \$2,143,080

Scope of Services

- Hold manufacturing space and pricing at either its Lethbridge or Medicine Hat facility, based on Class C ROM Quotation 22-06-R3, dated November 29th 2022.
- Fabricate a show unit that has a King suite & Queen suite with a piece of Hallway 804 square ft. in early February 2023 (subject to long lead procurement and adequate design) complete with FFE for the Mock-up Hyatt approval process. For the show suite, production dates pending upon review of finishing requirements and delivery time. Valued at \$180,000
- Purchase long lead items as follows by end of January 2023 based on Class B design:
 - Windows (4 month) Valued at \$630,000
 - Mechanical (4 – 6 Months) Valued at \$1, 200,000

Phone: 403.271.3932 | 23 Sunpark Dr SE # 280, Calgary, AB T2X 3V1

- Champion to store the modular units on adjacent leased property, with occasional security checks and re-blocking the modules as required by Champion
- Nomodic will be responsible for insurance and security of the units while stored on Champions leased property
- Champion's proposal/estimate (per Nomodic RFP #22-055, dated August 3, 2022 and including subsequent clarifications), dated August 17, 2022 and the latest layout changes of the design iteration dated November 25th, 2022 indicating 66 modules and a massing of approx. 51,429 square feet
 - Champion's latest milestone dates relayed to Owner are:
 - Fabrication contract execution – Late January/early February
 - Fabrication deposit after contract execution
 - IFP details at 75% completion for long lead items for module suites – Jan. 13th 2023
 - This is based on a 4–6-month delivery date for long leads
 - Long lead procurement to start end of January 2023
 - IFC set at 100% completion – April 1st 2023
 - Online start date proposed – June 27th 2023
 - Offline completion (no later than)– Feb 23rd 2024
 - Production dates based on construction at the factory Medicine Hat factory only

Commercial Terms

- The first \$3,081,540 pre-payment will be required within 10 business days from the execution of this LNTP and prior to commencement for procurement of the critical long leads, show suite production, and the first portion of the fabrication deposit to hold production space to meet the offline date of February 23rd 2024.
- A contract deposit in the amount of \$1,071,540 is required in order to secure the fabrication space within 10 business days of the contract execution
- Balance to be paid upon completion of modules, inspected, and signed off by Nomodic.
- 10% Holdback applied to all invoices to be released upon final client acceptance
- Champion makes it a priority get a preferred pricing and will endeavor to pass those on savings on to our client.
- Bonding has not been included for at this time
- Champion's estimated average price of \$208/square foot based on the current design information. There is a goal to continue to work with the design team to value engineer the design to find at least 5% savings, where possible.

General Terms and Conditions

Below is an outline of the General Terms and Conditions to be included in the Manufacturing Agreement:

- **Changes in Services:** This LNTP is based on the proposal described above. No changes or modifications to the proposal shall be effective unless made in writing and signed by Nomodic ("Changes"). All costs attributable to Changes may result in the estimate to increase the final cost to said requested change;
- **Ownership and Use of Documents:** All documents prepared by either Party are Instruments of Service for use exclusively with respect to this Project. Nomodic shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights with respect thereto. The Instruments of Service shall not be used by Champion in any other manner whatsoever, and Champion is not permitted to share the same with any third Party;
- **Indemnification:** Champion shall indemnify, defend, and hold harmless Nomodic for any and all claims, loss, damage, liability, cost or expense (including reasonable attorneys' fees) (collectively, "Liabilities") arising from this Agreement or the Services except for Liabilities which are caused by the gross negligence of Nomodic. The provisions of this section shall survive the termination of this Agreement;
- Champion to work collaboratively and provide a quality management plan acceptable to Nomodic;
- Champion to deal with all Warranty claims in an expedient manner;
- If Owner terminates Agreement, Champion will be entitled for all reasonable costs to time of termination.



- Parameters in which the Nomodic rebate will be paid to Nomodic;
and
- Ability for third-Parties to access manufacturing plant with reasonable notice to inspect said modules and to comply with any requirements.

The terms of this LNTP and all other information disclosed between the Parties during the course of discussions concerning the Definitive Agreement shall be considered confidential. This LNTP does not constitute a complete statement of, or a legally binding or enforceable agreement or commitment on the part of either Party with respect to the matters described herein. The Parties agree to proceed at their own risk and expense regarding the possible transaction until completion of a formal definitive agreement or abandonment of negotiations. If Owner abandons the Project prior to Nomodic and Champion executing a manufacturing agreement by February 28th, 2022; Champion shall refund all pre-payments to Nomodic for return to Owner, less any reasonable expenses and monies spent on procurement of long leads within seven (7) days Notice. Any purchased goods will be turned over to Owner within fifteen (15) business days.

Nomodic looks forward to a successful Project collaboration and outcome with Champion and to the continuation of our mutually beneficial relationship now and in the future.


Please confirm no later than December 5, 2022, by signature and return below, that Champion is prepared to accept this intent to award and to secure the required manufacturing space for successful delivery of the Hyatt project.

Sincerely,

Kevin Read

Kevin Read, CEO
Nomodic Modular Structures Inc.


LNTP Signed in Acknowledgement:



Ken Volk, Director, Business Development
Champion Canada International ULC

Signature Certificate

Reference number: 8QN5F-B3W7M-AA4JH-PU364

Signer	Timestamp	Signature
Kevin Read Email: kevin.r@nomodic.com Sent: 07 Dec 2022 21:16:13 UTC Viewed: 07 Dec 2022 22:52:18 UTC Signed: 07 Dec 2022 22:54:43 UTC		
Recipient Verification: ✓Email verified	07 Dec 2022 22:52:18 UTC	IP address: 207.228.78.98 Location: Calgary, Canada

Document completed by all parties on:
07 Dec 2022 22:54:43 UTC

Page 1 of 1




Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



This is **Exhibit "B"** referred to in the affidavit of
KEN VOLK sworn before me on the 4 day of
December, 2023.


A Commissioner for Oaths in and for the Province
of Alberta


Print name and expiry / Lawyer / ~~Student-at-Law~~

HAILEY HAUCK
Commissioner for Oaths
in and for Alberta
Barrister & Solicitor

Ken Volk

From: Shawn Poncsak
Sent: Tuesday, September 5, 2023 4:01 PM
To: Ken Volk
Subject: FW: [EXTERNAL] RE: HYATT Spreadsheet

Fyi...

From: Kevin Read <kevin.r@nomodic.com>
Sent: Tuesday, September 5, 2023 3:52 PM
To: Shawn Poncsak <sponcsak@championhomes.com>
Subject: Re: [EXTERNAL] RE: HYATT Spreadsheet



CAUTION: This message is from a sender that is outside of the organization. Please take caution when replying to the email, clicking on URLs, or downloading attachments.

Hi Shawn,

I apologize for not having clarity by now. NVD accepts that there will be storage costs but has yet to provide an address. Michael is on holidays now, but I will follow up again.

In the meantime, to help me move the ball forward I would appreciate if you can transfer the balance of funds now that Ken is back, and provide the following information at NVD's request:

- Manifests for all invoiced materials, so that they know the quantity and specs of everything they are paying for
- A process for confirmation that all material that appear on the invoice is transferred to NVD
- An accounting of hours being invoiced for and at what rate

Thanks Shawn, I will follow up with a call to make sure we are on the same page.

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com

Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com

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From: Shawn Poncsak <sponcsak@championhomes.com>
Sent: Tuesday, September 5, 2023 2:35 PM
To: Kevin Read
Subject: RE: [EXTERNAL] RE: HYATT Spreadsheet

Good afternoon Kevin,

Hope you had a great long weekend!

Any update from Michael regarding shipping the left over items?

We will be getting the ones from Calgary sent here soon and have to pay storage for them if we don't get this sorted soon.

Let me know what you found out last week.

Thank you!

*Shawn Poncsak
Project Services*



Champion Canada International ULC
1421 Brier Park Crescent NW
Medicine Hat, AB T1C 1T8

Direct Line: 403-488-4411
Ph: 403-527-1555 ext 3513
sponcsak@championhomes.com

From: Kevin Read <kevin.r@nomodic.com>
Sent: Thursday, August 31, 2023 12:49 AM
To: Shawn Poncsak <sponcsak@championhomes.com>
Subject: Re: [EXTERNAL] RE: HYATT Spreadsheet



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Sorry for the delay Shawn. We had an issue with our RV coming home from BC, and just got in the door.

I have a call with Michael Hale tomorrow evening and will advise of the shipping details thereafter.

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com

Nomodic | #280, 23 Sunpark Drive SE

Calgary, AB Canada T2X 3V1

nomodic.com

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From: Shawn Poncsak <sponcsak@championhomes.com>

Sent: Wednesday, August 30, 2023 10:06:55 AM

To: Kevin Read <kevin.r@nomodic.com>

Subject: RE: [EXTERNAL] RE: HYATT Spreadsheet

Good morning Kevin,

Has NVD supplied a shipping address to you ?

I am off for the rest of the week and it is our month end on Friday, so we are needing to relieve this inventory. Feel free to call if needed.

Thank you,

*Shawn Poncsak
Project Services*



Champion Canada International ULC
1421 Brier Park Crescent NW
Medicine Hat, AB T1C 1T8

Direct Line: 403-488-4411
Ph: 403-527-1555 ext 3513
sponcsak@championhomes.com

From: Kevin Read <kevin.r@nomodic.com>

Sent: Wednesday, August 23, 2023 11:00 AM

To: Shawn Poncsak <sponcsak@championhomes.com>; Ken Volk <KVolk@championhomes.com>; Rick Welch <rick.welch@nomodic.com>

Subject: RE: [EXTERNAL] RE: HYATT Spreadsheet



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Thank you Sean.

The supporting information for the ERVs is much appreciated. Please send when ready.

In the meantime, I continue to dig for the shipping address. Please stay tuned.

It seems Ken and I vacation separately but at the same time. We'll need to coordinate better next year...save on fuel costs and reduce our carbon footprints.

Kevin Read | CEO

Cell: 403.700.8029

Email: kevin.r@nomodic.com



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From: Shawn Poncsak <sponcsak@championhomes.com>

Sent: Tuesday, August 22, 2023 8:58 AM

To: Kevin Read <kevin.r@nomodic.com>; Ken Volk <KVolk@championhomes.com>; Rick Welch <rick.welch@nomodic.com>

Subject: RE: [EXTERNAL] RE: HYATT Spreadsheet

Good morning Kevin,

I reached out to Ken this morning and there are no issues to supply the accounting information for the ERV's as requested. I will get that together for you this week.

In regards to Johnson Controls, we are just waiting on the invoice to issue payment, then that account will be closed. There is no product from JC, just a cancellation charge on the order.

Please be advised that the balance sheet is not 100% accurate as we still have to get shipping completed and there may be additional storage fees as the product has now sat for an additional month.

Ken will handle the transfer of balance once he returns from vacation in 2 weeks.

If there is anything else you need, please let me know.

Thank you,

Shawn Poncsak
Project Services



Champion Canada International ULC
1421 Brier Park Crescent NW
Medicine Hat, AB T1C 1T8

Direct Line: 403-488-4411
Ph: 403-527-1555 ext 3513
sponcsak@championhomes.com

From: Kevin Read <kevin.r@nomodic.com>
Sent: Monday, August 21, 2023 6:28 PM
To: Ken Volk <KVolk@championhomes.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Shawn Poncsak <sponcsak@championhomes.com>
Subject: RE: [EXTERNAL] RE: HYATT Spreadsheet
Importance: High



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Ken,

A request from NVD that I forgot to mention in my last email: regarding the HRVs; NVD's acceptance of the \$890K is subject to a full accounting of the purchase, proof of payment and a verifiable inventory of the materials being transferred.

I assume this something that you are able to provide with relative ease? If not, please call me.

Thank you,

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com



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From: Kevin Read
Sent: Monday, August 21, 2023 6:10 PM

To: Ken Volk <KVolk@championhomes.com>; Rick Welch <rick.welch@nomodic.com>
Cc: Shawn Poncsak <sponcsak@championhomes.com>
Subject: RE: [EXTERNAL] RE: HYATT Spreadsheet
Importance: High

Thank you Ken.

I have requested the shipping address from NVD and will have it for you ASAP (ideally Tuesday).

In the meantime, can you please confirm that the conversation with Johnson Controls has since been closed out and advise of any additional steps needing to be taken. I assume that a shipping address is all, but want to be sure.

Lastly, can you please advise what steps must be taken in order for Champion to transfer the balance of the funds back to Nomodic (\$1,185,515.28) and when is the earliest this can happen.

Thanks Ken!

Kevin Read | CEO
Cell: 403.700.8029
Email: kevin.r@nomodic.com



Nomodic | #280, 23 Sunpark Drive SE
Calgary, AB Canada T2X 3V1
nomodic.com



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From: Ken Volk <KVolk@championhomes.com>
Sent: Tuesday, August 8, 2023 3:32 PM
To: Rick Welch <rick.welch@nomodic.com>
Cc: Kevin Read <kevin.r@nomodic.com>; Shawn Poncsak <sponcsak@championhomes.com>
Subject: [EXTERNAL] RE: HYATT Spreadsheet

Hello Rick,


Attached is a revised spreadsheet you requested we complete, Shawn altered it as the one sent didn't really make sense but I believe we have captured our costs and your request for information accurately.

E. H. Price advised us they have a critical shortage of warehouse space in Calgary and require the removal of the 4 pallets of ERV's. Please advise where these units need to be shipped to?

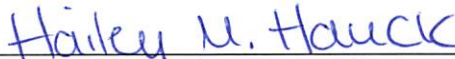
Unfortunately we are still waiting for an update from Johnson Controls although the pricing is accurate.

Best,
Ken

This is **Exhibit "C"** referred to in the affidavit of
KEN VOLK sworn before me on the 4 day of
December, 2023.



A Commissioner for Oaths in and for the Province
of Alberta



Print name and expiry / Lawyer / ~~Student at Law~~

HAILEY HAUCK
Commissioner for Oaths
in and for Alberta
Barrister & Solicitor

Hyatt Hotel - Accounting as of Sept. 18th 2023

Pre-Payment #1: \$ 2,110,500.00

Description:	Details:	Vendor:	Model #:	Quantity:	Address of Location:	PO Amount:	Total Invoice:	Minus Showsuite Billing:	Remaining Cost:
Show Suite Build		Champion	N/A	1	Shipped	\$ 180,000.00	\$ 180,000.00	\$ -	\$ 180,000.00
	Contractor invoice for show suite work. Only 1.5% was picked up on show suite invoice as cost was divided over the 66 total units.								
Mechanical Install - Showsuite		PadCar	N/A	1	N/A	\$ 21,150.00	\$ 21,150.00	\$ 320.45	\$ 20,829.55
	Contractor invoice for show suite work. Only 1.5% was picked up on show suite invoice as cost was divided over the 66 total units.								
Tile Install - Showsuite		HTR (Tile)	N/A	1	N/A	\$ 9,465.84	\$ 8,072.93	\$ 122.92	\$ 7,950.61
	Contractor invoice for show suite work. Only 1.5% was picked up on show suite invoice as cost was divided over the 66 total units.								
Mech - ERVs	Approved pre-order due to lead time	EM Price-PO (016-072556)	Lifebreath - Metro 120ERV0	101	Calgary, AB	\$ 98,120.00	\$ 98,120.00	\$ 1,600.00	\$ 96,320.00
Mech - ERVs	Approved pre-order due to lead time	EM Price-PO (016-072556)	Lifebreath - Metro 120ERV0	16	Medicine Hat, AB	\$ -	\$ -	\$ -	\$ -
Mech - Heat Pumps	Cancellation of pre-order	Jofinson Controls-PO (016-072264)	N/A	N/A	N/A	\$ 67,660.93	\$ 67,660.93	\$ -	\$ 67,660.93
Window Shop Drawg/ Stamping	Invoice for shop drawing review	PlyGem	N/A	N/A	N/A	\$ 4,062.00	\$ 4,062.00	\$ -	\$ 4,062.00
	Materials brought in for show suite and remaining modules due to min. order requirements. (See Inventory List)			See Inventory					
Plant purchased materials & freight		Champion	N/A		Medicine Hat, AB	\$ 4,706.44	\$ 4,706.44	\$ -	\$ 4,706.44
Storage - HC Container rental	2 month rental to store ERVs/Other	The Container Guy	N/A	1	Medicine Hat, AB	\$ 1,100.00	\$ 1,100.00	\$ -	\$ 1,100.00

Material Sub Total: \$ 382,629.53
 GST (5%): \$ 19,131.48
 Material Totals: \$ 401,761.01

Labour Description:	Details:	Vendor:	Model #:	Quantity:	Address of Location:	PO Amount:	Total Invoice:	Minus Showsuite Billing:	Remaining Cost:
Project Manager Labour	Champion labour hours put into the project in assistance to design phase, procurement, drafting, engineering review etc.	Champion	N/A	N/A	N/A	N/A	\$ 67,080.45	\$ -	\$ 67,080.45
Material Handling/ Storage	Champion labour hours put into the project for material receivables and storage of items	Champion	N/A	N/A	N/A	N/A	\$ 2,500.00	\$ -	\$ 2,500.00

Labour Totals: \$ 69,580.45

Total: \$ 471,341.46

Balance from Deposits: \$ 1,639,158.54

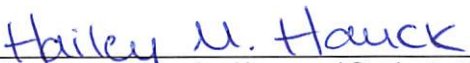
Accepted on behalf of Nomadic



September 27, 2023

This is **Exhibit "D"** referred to in the affidavit of
KEN VOLK sworn before me on the 4 day of
December, 2023.


A Commissioner for Oaths in and for the Province
of Alberta


Print name and expiry / Lawyer / ~~Student at Law~~

HAILEY HAUCK
Commissioner for Oaths
in and for Alberta
Barrister & Solicitor

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

BETWEEN:

NORTHERN VISION DEVELOPMENT LIMITED PARTNERSHIP ("NVD")

- and -

NOMODIC MODULAR STRUCTURES INC. ("NOMODIC")

- and -

CHAMPION CANADA INTERNATIONAL ULC ("CHAMPION")

Background

- A. NVD and Nomodic entered into a Limited Notice to Proceed on or about December 7, 2022 (the "**Nomodic LNTP**") for the purchase, fabrication, delivery and installation of 117 hotel modular rooms (the "**Project**").
- B. Nomodic and Champion entered into a Limited Notice to Proceed on or about December 6, 2022 (the "**Champion LNTP**") for the fabrication services in relation to the Project.
- C. NVD paid \$3,750,774.00 to Nomodic on December 14, 2022.
- D. NVD terminated the Nomodic LNTP on July 17, 2023.
- E. NVD, Nomodic and Champion have reached a settlement of all issues outstanding between them, including relating to the reasonable costs, expenses, and termination charges under the Champion LNTP and under the Nomodic LNTP, pursuant to the terms of this Mutual Release and Settlement Agreement (the "**Agreement**").

Agreement

For good and valuable consideration, as set out below, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

- 1. Nomodic shall refund \$2,405,490.71 to NVD on or before October 6th, 2023 by way of certified cheque, bank draft or wire.
- 2. Champion represents and warrants that all work, services, materials and goods invoiced by Champion for the Project, have been or will be delivered to NVD by the deadline set out herein.
- 3. Nomodic represents and warrants that all work, services, materials and goods invoiced by Nomodic for the Project, have been or will be delivered to NVD by the deadline set out herein.

4. Champion shall hand over to NVD all work performed and/or goods purchased for the Project by or before October 6th, 2023.
5. Nomodic shall hand over to NVD all work performed on and /or goods purchased for the Project by or before October 6th, 2023.
6. Each of NVD, Nomodic and Champion and their respective affiliated corporations, partnerships, and any and all of their respective officers, directors, employees, agents, successors and assigns, do hereby release and forever discharge one another from any and all actions, causes of action, applications, debts, dues, accounts, bonds, covenants, contracts, complaints, obligations, duties, breaches of contract, breaches of duty or any relationship, acts, omissions, compensations, promises, damages, costs, losses, expenses, claims for interest or disbursements, remedies for losses, choses in action, entitlements, liabilities, demands, rights of indemnity and all other claims and rights, whether or not known or anticipated, which any of the parties had, now has or may in the future have against any other party related to the Project, the work or materials supplied by Nomodic or Champion, the Nomodic LNTP, the Champion LNTP, or arising out of or in any way related to the termination costs, expenses and charges under each of the Champion LNTP and the Nomodic LNTP (the "Claims").
7. The parties agree to keep the terms of settlement and the preceding settlement discussions, strictly confidential, except as disclosure of such is required by law or to provide disclosure to financial or legal advisors. If such disclosure is required, the parties will take all reasonable steps to have the confidentiality of the information maintained for all other purposes by any person or entity to whom the required disclosure is made, and shall notify the other party through their counsel in advance of making such disclosure.
8. The parties undertake and agree not to make any claim or take any proceedings against any person, partnership, corporation, or other such entity which might be entitled to claim contribution, indemnity, or other relief over against any other party under the provisions of any statute or otherwise with respect to any of the matters to which this release applies.
9. In the event that the any party should hereafter commence any proceedings involving any Claims against any other party, or any third party, relating to the matters dealt with in this release, this document may be raised as an estoppel to any such Claims in the proceedings by any of the parties.
10. The parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person, partnership, corporation, or other such entity, any of the Claims released above, nor any of the matters about which it agrees herein not to make any claim or take any proceedings.
11. The parties represent and warrant that no consent, approval, waiver or other intervention or involvement of any kind by any other party is required for the effective release of the Claims or the effective execution of this release.

12. This Agreement is to be governed by and interpreted in accordance with the laws of the Yukon Territory and the parties submit to the exclusive jurisdiction of the courts of the Yukon Territory connection with any dispute or interpretation regarding this release.
13. This Agreement may be signed in whole or in part by way of email transmission and the parties agree to accept and rely upon such email as if it contained original signatures and such email release shall have the same force and effect as an original document.
14. IN SIGNING THIS AGREEMENT, the parties acknowledge they have been given sufficient time to consider their actions and to seek legal advice as they deem appropriate with respect to this matter and the terms of this document. The parties voluntarily accept the terms of this document for the purpose of making full and final compromise, adjustment and settlement of all Claims as set out above. The parties further acknowledge that, other than the consideration promised herein, no representation of fact or opinion, threat or inducement has been made or given by any party to induce the signing of this Release.

**NORTHERN VISION DEVELOPMENT
PARTNERSHIP**

Per: Michael Hale

Name: Michael Hale
Title: CEO

I have the authority to bind the corporation.

NOMODIC MODULAR STRUCTURES INC.

Per: Kevin Read

Name: Kevin Read
Title: Chief Executive Officer

I have the authority to bind the corporation.

**CHAMPION CANADA INTERNATIONAL
ULC**



Per: Ken Volk

Name: Ken Volk
Title: Director, Business Development

I have the authority to bind the corporation.

Signature Certificate

Reference number: NKCAB-ZXTBY-3UTOK-GSHMB

Signer	Timestamp	Signature
Kevin Read Email: kevin.r@nomodic.com Sent: 27 Sep 2023 17:10:26 UTC Viewed: 27 Sep 2023 17:12:47 UTC Signed: 27 Sep 2023 17:13:47 UTC		
Recipient Verification: ✓Email verified	27 Sep 2023 17:12:47 UTC	IP address: 68.146.157.78 Location: Calgary, Canada
Ken Volk Email: kvolk@championhomes.com Sent: 27 Sep 2023 17:10:26 UTC Viewed: 27 Sep 2023 17:19:50 UTC Signed: 27 Sep 2023 17:20:48 UTC		
Recipient Verification: ✓Email verified	27 Sep 2023 17:19:50 UTC	IP address: 69.110.166.79 Location: Mansfield, United States

Document completed by all parties on:
27 Sep 2023 17:20:48 UTC

Page 1 of 1




Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



Signature Certificate

Reference number: OCFA9-AXNSX-T6NJ4-HLLOB

Signer	Timestamp	Signature
Michael Hale Email: mhale@nvdip.com		
Sent:	28 Sep 2023 15:44:25 UTC	
Viewed:	28 Sep 2023 16:05:30 UTC	
Signed:	28 Sep 2023 16:05:46 UTC	
Recipient Verification: ✓Email verified	28 Sep 2023 16:05:30 UTC	IP address: 209.53.188.50 Location: North Vancouver, Canada

Document completed by all parties on:
28 Sep 2023 16:05:46 UTC

Page 1 of 1



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This is **Exhibit "E"** referred to in the affidavit of
KEN VOLK sworn before me on the 4 day of
December, 2023.


A Commissioner for Oaths in and for the Province
of Alberta

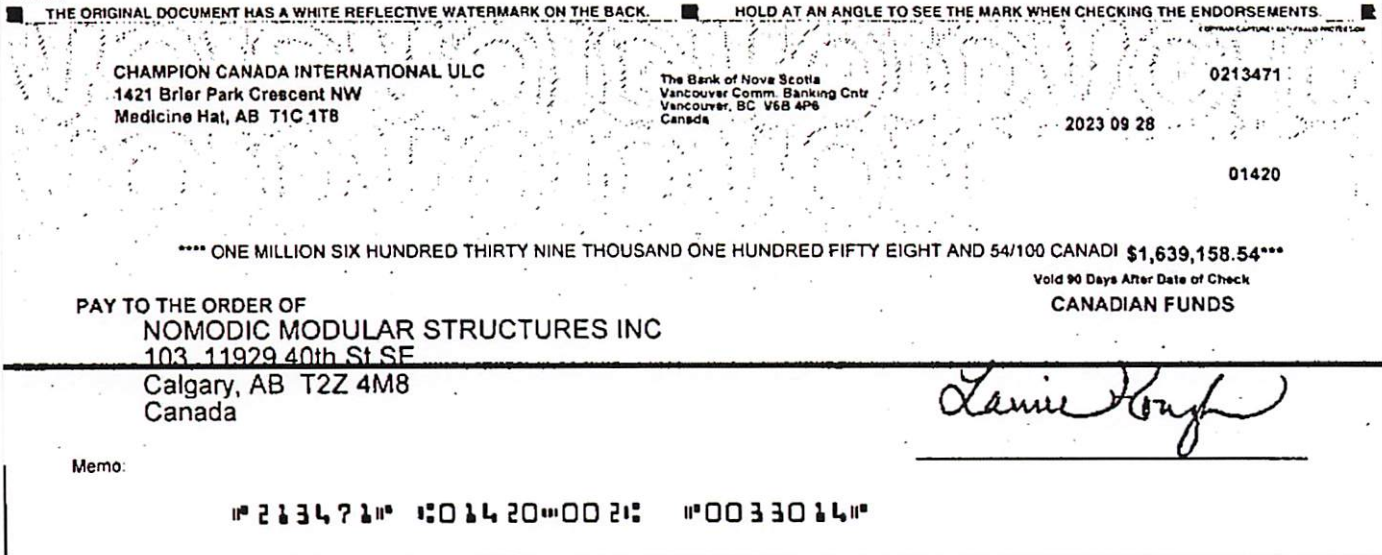
Hailey M. Hauck
Print name and expiry / Lawyer / ~~Student-at-Law~~

HAILEY HAUCK
Commissioner for Oaths
In and for Alberta
Barrister & Solicitor

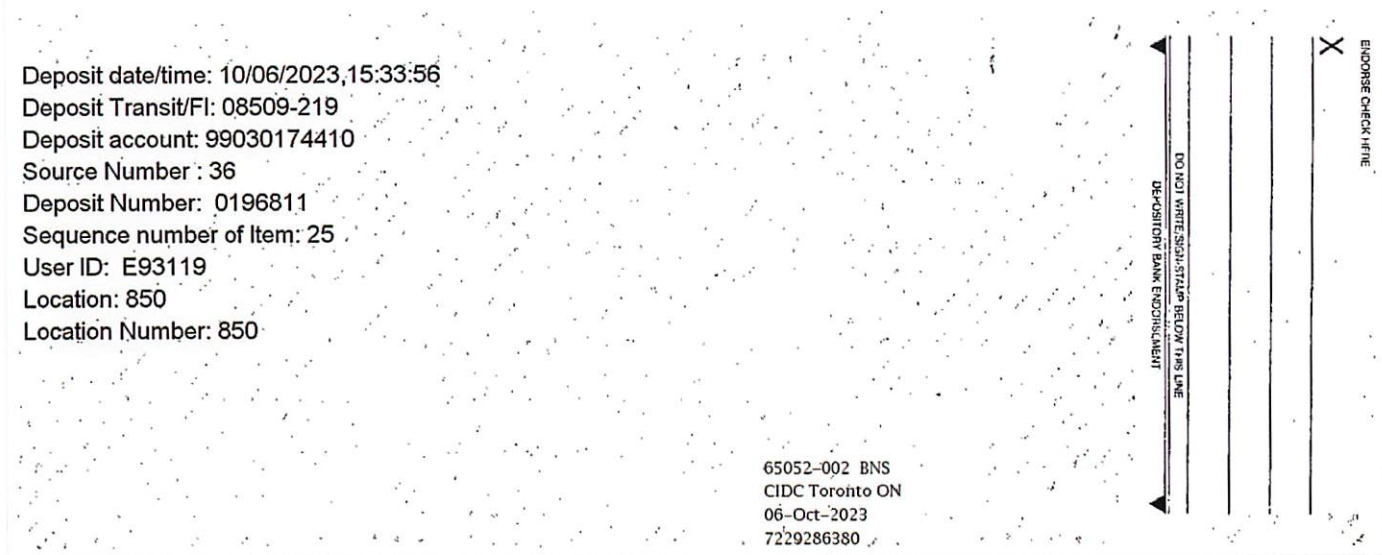
Transaction Details

Print

Front Image



Back Image



Account Number	01420 00330 14	Account Name	Champion General
Account Type	DDA	Currency	CAD
Amount	Debit \$1,639,158.54		

10/16/23, 9:37 AM

ScotiaConnect - Account Details

Value Date 10/06/2023

Post Date/Time 10/06/2023 23:05

Agent Id

Origin Transit 01420

Description CHEQUE~213471

Close