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COURT OF KING'S BENCH
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ENZIO HOLDINGS LTD.



COM
Apr 19 2023

DEFENDANTS

CANDRE CANNABIS INC.,
FRONDIS HOLDINGS LTD.,
CALYPTRA CULTIVATION INC. and
JASMINE VENTURES LTD.

DOCUMENT

**AMENDED SECOND REPORT OF THE
RECEIVER**

April 10, 2023

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

RECEIVER

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bkrol@alvarezandmarsal.com

COUNSEL TO RECEIVER

BENNETT JONES LLP
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INTRODUCTION

1. On March 6, 2023 (the “**Receivership Date**”), by order of the Honourable Justice J. Fagnan of the Court of King’s Bench of Alberta (the “**Court**”), Alvarez & Marsal Canada Inc. was appointed receiver and manager (the “**Receiver**”), without security, of certain of Candre Cannabis Inc.’s (“**Candre**” or the “**Company**”) current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 99(a) of the *Business Corporations Act*, RSA 2000, c B-9, and section 65(7) of the *Personal Property Security Act*, RSA 2000, c P-7 (the “**Receivership Order**”).
2. In the Receivership Order, the Court directed that the Property specifically excludes any of the Company’s assets for which any permit or license is issued or may be issued in accordance or connection with the Controlled Substances Legislations (as defined in the Receivership Order) and pursuant to the Receivership Order the Receiver is not to take possession and is deemed to not be in possession of any such assets within the meaning of the Controlled Substances Legislation (the “**Excluded Assets**”).
3. On March 24, 2023, the Receiver was granted approval by the Honourable Justice J.B. Nixon of the Court to conduct a sales and investment solicitation process (“**SISP**”).
4. The purpose of this second report of the Receiver (the “**Second Report**” or “**this Report**”) is to provide this Honourable Court with information in respect of the following:
 - a) a brief overview and background of Candre;
 - b) the activities of the Receiver since the First Report;

- c) the discovery of certain Excluded Assets on Candre’s premises (the **“Excluded Cannabis Products”**);
 - d) the Receiver’s application for an Order approving the protocol for the destruction of the Excluded Cannabis Products;
 - e) the Interim Statement of Receipts and Disbursements (as defined below) for the period from March 11, 2023 to April 7, 2023 (the **“Reporting Period”**);
 - f) the ongoing activities and the Receiver’s intended course of action;
 - g) the Receiver’s application for an Order to have its fees, its counsel’s fees and its activities approved by this Honourable Court; and
 - h) the Receiver’s conclusions and recommendations in respect of the above/foregoing.
5. Capitalized words or terms not otherwise defined in this Report are as defined in the Receiver’s First Report, the Receivership Order and/or the SISP.
6. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

7. In preparing this Second Report, the Receiver has relied upon: (i) the representations of certain management and other key stakeholders of Candre; and (ii) financial and other information contained in the Company’s books and records, which were produced and maintained principally by the Company. The Receiver has not performed an audit, review or other verification of such information.
8. The Receiver has not performed an audit, review or otherwise attempted to verify the accuracy or completeness of the Company’s financial information that would wholly or partially comply with Canadian Auditing Standards (**“CASs”**) pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly,

the Receiver expresses no opinion or other form of assurance contemplated under CASs in respect of the financial information. Any future oriented financial information relied upon in this Report is based on the Receiver's assumptions regarding future events and actual results achieved will vary from this information and the variations may be materials.

BACKGROUND AND OVERVIEW

Background

9. Candre is an Alberta-based company that engaged in the business of cultivation and production of cannabis with property and a manufacturing facility and operations near Sundre, Alberta. Candre produced high-quality bulk flower and pre-rolled cannabis products. Candre currently holds licenses from Health Canada under the *Cannabis Act* and *Cannabis Regulations* and holds certain supply agreements with, among regulators and customers, the Alberta Gaming, Liquor and Cannabis Commission and the Ontario Cannabis Retail Corporation.
10. The cannabis industry in Canada is facing numerous financial and operational challenges, including significant regulatory compliance costs, black market competition, and oversupply issues. Since its inception, Candre's operations have not been profitable and Candre was facing a liquidity crisis leading to the receivership.
11. As at the Receivership Date, Candre's main assets were its real property including the land and building located at 819, 5th Avenue SW, Sundre Alberta (the "**Facility**").
12. Enzo Holdings Ltd. ("**Enzio**") and Censeo Capital Ltd. ("**Censeo**") are the most significant secured creditors of Candre and as of the Receivership Date the Company was indebted to Enzo and Censeo in the approximate aggregate amount of \$29,789,216.

13. Further background regarding Candre's operations and the issues leading to the Receiver's appointment are contained in the materials filed in support of the Receivership Order, including the Affidavit of Sveinung Svarte sworn February 27, 2023. These documents and other publicly filed Court materials in these proceedings have been posted on the Receiver's website at: <https://www.alvarezandmarsal.com/candre> (the "Receiver's Website").

ACTIVITIES OF THE RECEIVER SINCE THE FIRST REPORT

14. Since the First Report, the Receiver's activities have included, but are not limited to, the following:
- a) initiating the SISP as contemplated in the Receiver's First Report and approved by this Honourable Court on March 24, 2023;
 - b) ongoing meetings with Company employees, the secured creditors and other key stakeholders of Candre with respect to the receivership proceedings;
 - c) being notified of the existence of the Excluded Cannabis Product at the Candre Facility and determining a course of action to deal with the Excluded Cannabis Product, as discussed in further detail below;
 - d) hosting the Canada Revenue Agency ("CRA") at the Facility to conduct its Excise Tax audit, which entailed the CRA removing and destroying a total of 142,314 Excise Tax stamps for the provinces of Alberta, Newfoundland and Labrador, Ontario, Saskatchewan and Manitoba. The CRA concluded their audit on March 21, 2023, and sent notice to the Receiver of their activities;
 - e) communicating with the CRA to obtain access to the Company's CRA accounts and requesting that new GST accounts be opened for receivership estate;

- f) notifying Health Canada of the Excluded Cannabis Product found on site at the Candre facility and seeking direction as to the disposal of the Excluded Cannabis Products, given the Receiver's inability to possess and deal with same. At the date of this Report the Receiver has not received a response from Health Canada;
- g) contacting various third parties that could assist with the removal and destruction of the Excluded Cannabis Product, subject to the approval of this Honourable Court;
- h) communication with various interested parties with respect to the Court-approved SISP, and organizing and facilitating tours of the Facility with Phase 1 Qualified Bidders (as defined in the SISP Procedures);
- i) entering into non-disclosure agreements with Phase 1 Qualified Bidders;
- j) communication with the Bank of Montreal to have the monies held in the Candre operating account transferred to Receiver's trust account;
- k) communication with certain vendors who contacted the Receiver to discuss the receivership proceedings and the status of their claim against the Candre estate;
- l) communication with former employees with respect to the Wage Earner Protection Program (“**WEPP**”);
- m) communication with the Workers Compensation Board of Alberta, to close the pre-receivership account and open an account for the receivership proceedings;
- n) sending collection notices to customers who have outstanding balances at the Receivership Date;

- o) negotiating an indemnity agreement with the secured lender in relation to the Candre building as the Company did not have adequate property insurance in place at the Receivership Date; and
- p) providing instructions to Bennett Jones, the Receiver's independent legal counsel, on a variety of matters with respect to these receivership proceedings.

EXCLUDED CANNABIS PRODUCT

- 15. At the Receivership Date, the Receiver had been notified by former management that the Company had ceased all operations and that all cannabis products had been removed from the Facility. The Receiver had verified that the Excluded Assets (cannabis products) were removed from the Facility as part of its walk-through on the Receivership Date.
- 16. On March 20, 2023, the Receiver was notified by the Facility maintenance technician that he found several garbage bags, located outside of the shipping bay and covered in snow, that contained numerous jars, boxes and loose material comprising cannabis product.
- 17. Furthermore, on March 20, 2023, the CRA was at the Facility conducting its Excise Tax audit and notified the Receiver that during its count it discovered that certain containers remaining on site which held Excise Tax stamps also held cannabis product within the container.
- 18. The Excluded Cannabis Product includes:
 - a) 7,934 containers holding 3.5 grams of cannabis products per container;
 - b) 286 boxes of pre-rolls holding 1 gram of cannabis products per box; and
 - c) A small amount of miscellaneous unpackaged cannabis flower/residue.

19. Upon learning about the Excluded Cannabis Product, the Receiver immediately:
- a) secured the Excluded Cannabis Products by moving them to a locked, secured room in the Debtor's premises (to which only the Receiver has access, via a secured cardlock access system);
 - b) advised CRA, whose representatives were present at the premises conducting an Excise Tax Act audit, of the discovery; and
 - c) advised Health Canada of the discovery.
20. The Receiver recognizes that the Excluded Cannabis Product remains on site at the Facility of which the Receiver has taken possession and therefore needs to ensure its safe keeping and will ultimately need to coordinate the removal and destruction of the Excluded Cannabis Product, despite the fact that the Receiver cannot take possession of or otherwise deal with the Excluded Cannabis Product.
21. The Receiver identified Novem Pharmaceuticals Inc. (“**Novem**”), a licensed midstream supply chain and logistical service provider for the cannabis and pharmaceutical markets, as a qualified and licensed third party capable of removing and destroying, as per the governing legislation, the Excluded Cannabis Product at the Candre Facility.
22. Novem holds a Cannabis Drug License from Health Canada as (License No. LIC-8DU7VA307O-2023), which authorizes it to possess and deal with cannabis products such as the Excluded Cannabis Products. As part of the specialized services that it is authorized to provide by Health Canada, Novem provides destruction services for licensed cannabis products such as the Excluded Cannabis Products.
23. The Receiver has negotiated a Master Service and Supply Agreement with Novem (the “**Destruction Contract**”), a copy of which is attached as Appendix “**A**” to this Report.

24. Pursuant to the Destruction Contract, Novem has proposed to the following Cannabis Destruction Protocol (the “**Cannabis Destruction Protocol**”):
- a) securely transport the Excluded Cannabis Products to its licensed facility (located near the Edmonton International Airport) and catalogue same;
 - b) open each individual container and then destroy all Excluded Cannabis Products until inert, in accordance with its Health Canada-approved Standard Operating Procedure (“**SOP**”);
 - c) dispose of empty packaging and inert Excluded Cannabis Products; and
 - d) provide written documentation to the Receiver, certifying the destruction and disposal of all the Excluded Cannabis Products in accordance with the SOP.
25. Total cost of the Destruction Contract is \$5,275 plus GST. A copy of the quote is included with the Destruction contract at Appendix A.
26. The Receiver is seeking an order from this Honourable Court authorizing and directing the Receiver to enter into the Destruction Contract and approving the Cannabis Destruction Protocol.
27. The Receiver is of the view that the terms of the Destruction Contract are commercially reasonable and will provide for the destruction and disposal of the Excluded Cannabis Products, in accordance with all Health Canada requirements.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

28. The following is a summary of an interim statement of the Receiver’s receipts and disbursements (the “**Interim Statement of Receipts and Disbursements**”) in respect of the Company in the Reporting Period.

Candre Cannabis Inc. Interim Statement of Receipts and Disbursements March 11, 2023 to April 7, 2023 <i>in CAD \$000's</i>		
Opening cash balance	\$	180
Receiver's borrowings	\$	-
Receipts		
Collection of Accounts Receivable		115
Interest Income		-
Miscellaneous		0
Total receipts	\$	115
Disbursements		
Employee Salaries and Benefits		12
Insurance		-
IT		3
Other Operating Costs		0
Utilities		-
WEPP Payments		-
Net GST Paid		4
Professional fees and costs		69
Total disbursements	\$	87
Ending cash balance	\$	207

29. There was approximately \$180,000 of opening cash at the start of the Reporting Period.
30. The Receiver collected approximately \$115,000 during the Reporting Period, which is primarily comprised of accounts receivable collections of approximately \$45,000 from the OCS and \$70,000 from Weed Me Inc.
31. The Receiver made disbursements of approximately \$87,000 during the Reporting Period, relating to:
- a) professional fees of the Receiver and the Receiver's Counsel of approximately \$69,000;
 - b) payments of approximately \$12,000 to the two remaining employees of the Company; and
 - c) payments for IT services of approximately \$3,000.

APPROVAL OF THE RECEIVER'S AND ITS COUNSEL'S FEES AND COSTS

32. Pursuant to paragraphs 19 to 21 of the Receivership Order, the Receiver seeks approval from this Honourable Court of the respective professional fees and disbursements of the Receiver and its legal counsel for the period from September 27, 2022 to March 31, 2023 (the “**Interim Taxation Period**”).
33. Professional fees and expenses rendered by the Receiver during the Interim Taxation Period total \$190,725 (excluding GST) (the “**Receiver's Fees and Costs**”). Professional fees and expenses of the Receiver's Counsel, during the Interim Taxation Period total \$96,283 (excluding GST) (the “**Receiver's Counsel's Fees and Costs**”).
34. A summary of the Receiver's Fees and Costs, the Receiver's Counsel's Fees and Costs are attached as Appendix “**B**”.
35. The invoices rendered by the Receiver and its counsel are commensurate with the work performed, commercially fair and reasonable and were validly incurred in accordance with the provisions of the Receivership Order.
36. The Receiver's and Bennett Jones' invoices are available for review by the Court, on request.

RECEIVER'S ONGOING ACTIVITIES AND FUTURE COURSE OF ACTION

37. The Receiver's next steps include, but are not limited to:
 - a) providing Novem access to the Facility to remove and destroy the Excluded Cannabis Product, if approved by this Honorable Court;
 - b) conducting the SISP;
 - c) coordinating an audit on source deductions and GST with CRA;
 - d) continuing efforts with respect to collecting accounts receivable with the Company's customers, including regulators;

- e) continuing communication with and updates to the secured lenders and other stakeholders in the receivership proceedings; and
- f) completing other administrative tasks related to the receivership proceedings.

RECEIVER'S CONCLUSIONS AND RECOMMENDATIONS

38. The Receiver respectfully recommends that this Honourable Court:

- a) authorize and direct the Receiver to enter into the Destruction Contract;
- b) approve the Cannabis Destruction Protocol;
- c) approve the Receiver's Fees and Costs and the Receiver's Counsel's Fees and Costs; and
- d) approve the actions, activities and conduct of the Receiver to date.

All of which is respectfully submitted this 10th day of April, 2023.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as the Court-appointed Receiver of
Candre Cannabis Inc. and not its personal or corporate capacity**



Cassie Riglin, CPA, CA, CIRP, LIT
Senior Vice President

**APPENDIX A Destruction
Contract & Quote**

Master Services and Supply Agreement

THIS AGREEMENT made the day of __April 5, 2023__, and effective the _5th_ day of April 2023_ (the "Effective Date")

BETWEEN:

Alvarez & Marsal Canada Inc.,
in its capacity as receiver and manager of Candre Cannabis Inc.,
and in not in its personal capacity.
Bow Valley Square IV
Suite 1110, 250 6th Avenue SW
Calgary, Alberta
T2P 3H7

hereinafter referred to as the "**Receiver**"

AND:

Novem Pharmaceuticals Inc.
4564-36 STREET E.
EDMONTON, AB, CANADA, T9E0V4

herein after referred to as the "**Supplier**"

AND WHEREAS the Receiver, pursuant to an order (the "**Receivership Order**") of the Court of King's Bench of Alberta dated March 6, 2023, has been appointed as receiver and manager of certain of the assets, property and undertakings of Candre Cannabis Inc. ("**Candre**"). Pursuant to the Receivership Order, the Receiver is not authorized, nor directed, to take possession of cannabis products of Candre.

WHEREAS Candre was in the business of processing, packaging, and selling cannabis, and the Supplier is in the business of licensed storage and services of Cannabis/Hemp/Psilocybin and freeze drying cannabis and psilocybin, the parties wish to enter into a Master Services and Supply Agreement, whereby the supplier will supply prescribed amounts of services to the Receiver in a fashion which is prescribed by legislation and/or suppliers Standard Operating Procedures ("**SOP**"). The SOP has been approved by Health Canada and the Supplier is licensed and authorized by Health Canada to provide the services described herein.

AND WHEREAS Candre is in possession of certain cannabis products (the "**Inventory**"), which are being securely held at Candre's facility located at located at 819, 5th Avenue S.W., Sundre, Alberta (the "**Facility**").

1) Details of Services:

Destruction services are required for the Inventory listed below:

- 3.5 gram containers: Quantity of 7,934
- 1 gram containers: Quantity of 286
- A small amount of miscellaneous unpackaged flower/residue

Includes the following services: Transportation of the Inventory from the Facility to the Supplier's premises, labor to open each individual container, labor to destruct until inert as per the SOP, consumables, disposal charges of empty packaging and inert mixture, and all QA/QC documentation including receiving the Inventory and providing destruction documentation back to the client.

Standard Reports are included. Special or extra data and/or consulting services requests are not included.

(collectively, the "**Services**").

2) Terms and Conditions of this Master Services and Supply Agreement.

(a) Term of Master Services and Supply Agreement

- (i) Term shall be from the effective date listed in the agreement and continue on a month to month basis, or until such time as the agreement is terminated as per the termination clauses listed within this agreement or otherwise mutually agreed to in writing.

(b) Quality Control

- (i) The Supplier agrees to provide the Receiver with all requests for quality control documentation required by Health Canada, as well as any additional reasonable requests that the Receiver may have from time to time over the course of the term of this agreement.
- (ii) Potency and Terpene content for the product shall not be the responsibility of the Supplier.

(c) Payment Terms

- (i) 50% payment upfront. 50% payment (Net 30 days) on receipt of QA/QC Documentation.
- (ii) Interest charges – If payment is later for the first 30 days the interest will be 2.5% per month on the outstanding balance.

(d) Mutual Risk/Non-Performance Mitigation

- (i) Parties agree to work in good faith at the development of SOPs which align to each other's business and stay in communication within reason on anything of a critical nature that may unduly affect this agreement or each other's business.

(e) Branding

- (i) Neither the Receiver nor the Supplier may use each others branding or marketing for promotion and

marketing of each other's brand or corporate logo and marketing materials, any proposed use will be subject to written review and approval by each party's designate.

(f) Default

- (i) The Receiver shall be in default if it fails to pay any invoice beyond 30 days, and the Supplier shall have no obligation under the contract to continue to provide further services.
- (ii) Supplier shall be in default if it fails to uphold and maintain its rightful license under Health Canada Guidelines.
- (iii) Supplier shall be in default if it should apply for creditor protection in any form under the laws of Canada,
- (iv) Interest – a Charge of 2.5% on the total balance owing shall be charged after 30 days.

(g) Termination

- (i) The Receiver or Supplier may terminate this agreement with 30 days written notice to the other party.

(h) Representations and Warranties

- (i) The Receiver makes no representations or warranties about the condition, content or state of the Inventory. The Receiver is not authorized to take possession of or deal with the Inventory and it has not done so.
- (ii) The Supplier represents and warrants that it holds all licenses from Health Canada and other regulators necessary to carry out the Services, and that it is authorized to carry out the Services.

(i) Dispute Resolution Process

- (i) Both Parties agree to notify, in writing, the signatory of this agreement if there is a dispute which cannot be resolved via the normal course of business. Signatories of each party agree to meet within 20 business days of the written notice at the offices of the Receiver. Should resolution not be mutually agreed to at this meeting or within 20 business days of this meeting, or should one party fail to make itself available, then both parties will be subject to binding arbitration. This binding arbitration shall be initially paid for by the party that has provided written notice of a dispute, however costs for the arbitration will be born in accordance to the arbitrator's decision.
- (ii) The Parties hereby irrevocably consent and agree that any matter or dispute arising under or further to this Agreement shall be referred to and finally resolved by arbitration by a single arbitrator under the International Commercial Arbitration Rules of Procedure of the Vancouver International Arbitration Centre ("VIAC"). The appointing authority shall be the VIAC. The case shall be administered by the VIAC in accordance with its Rules. The place of arbitration shall be Vancouver, British Columbia, Canada. All parties agree that the award as handed down by the arbitrator will be final and binding on all parties.

Novem Pharmaceuticals Inc.

Signature

Print Name

Date

**Alvarez & Marsal Canada Inc., in its capacity as Receiver and Manager
of Candre Cannabis Ltd., and not in its personal capacity**

Signature

Print Name

Date

Licensed Services Proposal



Novem
PHARMACEUTICALS

March 2023

NOVEM Pharmaceuticals Proposal

Corporate Summary:

Novem Pharmaceuticals specializes in “Licensed Midstream Supply Chain and Logistical Services” for the cannabis and pharmaceutical markets, currently operating across Canada in Kelowna, Edmonton, and the GTA.

Request for services:

- Destruction services are required for the inventory below:
 - 3.5 gram containers: Quantity of 7,934
 - 1 gram containers: Quantity of 286
 - A small amount of miscellaneous unpackaged flower/residue

Terms:

- Quote includes the following: Transport of inventory, labor to open each individual container, labor to destruct until inert, consumables, disposal charges of empty packaging and inert mixture, and all QA/QC documentation including receiving the inventory and providing destruction documentation back to the client.
- 50% payment upfront.
- 50% payment (Net 30 days) on receipt of QA/QC Documentation.
- 2.5% interest per month on balances over 30 days.
- Plastic Tote must be bagged prior to transport. All bags must be closed and sealed with tamper proof tape prior to shipping.

Price:

- **\$5,275 plus gst.**

Novem Pharmaceuticals Inc.
Name: _____
Signature: _____
Date: _____

Customer: _____
Name: _____
Signature: _____
Date: _____

APPENDIX B

Professional Fee Summary

Candre Cannabis Inc. - In Receivership Summary of the Receiver's Fees & Disbursements September 27, 2022 to March 31, 2023							
Invoices subject to approval by this Court							
Invoice No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total	
841355 - FA Invoice #1	September 7, 2022 to March 5, 2023	\$ 41,900.50	\$ -	\$ 41,900.50	\$ 2,095.03	\$ 43,995.53	
841355 - Invoice #1	March 5, 2023 to March 31, 2023	\$ 146,266.00	\$ 2,558.85	\$ 148,824.85	\$ 7,441.24	\$ 156,266.09	
Subtotal		\$ 188,166.50	\$ 2,558.85	\$ 190,725.35	\$ 9,536.27	\$ 200,261.62	

Candre Cannabis Inc. - In Receivership Summary of the Receiver's Legal Counsel (Bennett Jones LLP) Fees & Disbursements January 1, 2023 to March 31, 2023							
Invoices subject to approval by this Court							
Invoice No.	Period	Fees	Disbursements	Total Fees & Disbursements	GST	Total	
1497811	January 1, 2023 to January 31, 2023	\$ 3,030.00	\$ -	\$ 3,030.00	\$ 151.50	\$ 3,181.50	
1502159	February 1, 2023 to February 28, 2023	\$ 24,210.50	\$ 65.00	\$ 24,275.50	\$ 1,213.78	\$ 25,489.28	
1506653	March 1, 2023 to March 31, 2023	\$ 68,596.50	\$ 381.79	\$ 68,978.29	\$ 3,444.81	\$ 72,423.10	
Subtotal		\$ 95,837.00	\$ 446.79	\$ 96,283.79	\$ 4,810.09	\$ 101,093.88	