

COURT FILE NUMBER 1901-10871  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF BANK OF MONTREAL  
DEFENDANTS UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA AND CAROL UWAGA  
DOCUMENT **ORDER FOR DISCHARGE OF RECEIVER**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT DENTONS CANADA LLP  
1500, 850 – 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 0R8  
Attention: Derek Pontin  
Phone: (403) 268-6301  
Email: derek.pontin@dentons.com



**DATE ON WHICH ORDER WAS PRONOUNCED:** June 7, 2021

**LOCATION WHERE ORDER WAS PRONOUNCED:** Calgary, Alberta

**NAME OF JUSTICE WHO MADE THIS ORDER:** The Honourable Justice C.M. Jones

UPON THE APPLICATION of Deloitte Restructuring Inc. in its capacity as the Court-appointed receiver and manager and formerly interim receiver (together, the "**Receiver**"), of the undertakings, property, and assets of UWAMS Supportive Living Inc. (the "**Debtor**"), for an order for the final distribution of proceeds, approval of the Receiver's fees and disbursements, approval of the Receiver's activities, and discharge of the Receiver; AND UPON reading the Receiver's First Report filed March 17, 2021, Supplement to the First Report filed March 26, 2021, Confidential Supplement filed April 6, 2021, and Second Report filed May 31, 2021 (the "**Second Report**", together with the foregoing the "**Receiver's Reports**"); AND UPON reading the First Report of the Interim Receiver filed October 31, 2019, the Second Report of the Interim Receiver filed December 3, 2019 and the Third Report of the Interim Receiver filed January 17, 2020 (together, the "**Interim Receiver's Reports**"); AND UPON reading the Affidavit of Terry Trojanoski, sworn June 1, 2021 in respect of service of this Application; AND UPON hearing counsel for the Receiver and such other parties as may participate in the within application; AND UPON being satisfied that it is appropriate to do so;

IT IS HEREBY ORDERED AND DECLARED THAT:

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**APPROVAL OF ACTIVITIES AND ACCOUNTS**

2. The Receiver's Statement of Receipts and Disbursements as set out in the Second Report is hereby ratified and approved.
3. The Receiver's accounts for fees and disbursements, as set out in the Receiver's Reports, are hereby approved without the necessity of a formal passing of its accounts.
4. The accounts of the Receiver's legal counsel, Dentons Canada LLP, for their fees and disbursements, as set out in the Receiver's Reports are hereby approved without the necessity of a formal assessment of their accounts.
5. The Receiver's activities as set out in the Receiver's Reports, including its activities in its capacity as Court-appointed interim receiver and as receiver and manager of the Debtor, as set out in the Receiver's Reports filed herein, are commercially reasonable and are hereby ratified and approved.

**ASSIGNMENT OF CLAIM**

6. The proposed Assignment Agreement, in the form attached to the Receiver's Second Report, is commercially reasonable and approved. The Receiver is authorized to execute and enter into an Assignment Agreement, in substantially the same form as attached to the Receiver's Second Report, and to take such steps and execute such additional documents (if any) as the Receiver may deem necessary to give full and better effect to the Assignment Agreement.

**DISTRIBUTION**

7. The Receiver is authorized and directed to distribute remaining funds in the estate, in the approximate amount of \$565,276, to Bank of Montreal on account of its secured claim against the Debtor.
8. In the event funds are paid to the Receiver under the Assignment Agreement, including after the Receiver's discharge hereunder, the Receiver is authorized and directed to distribute such funds to creditors of the receivership estate in accordance with respective priorities, such funds being Property within the meaning of the Consent Receivership Order and therein subject to the Receiver's Charge. In the event proceeds are insufficient to repay all debts in full, the Receiver shall remit available monies firstly to secured claims in accordance with legal priorities and thereafter to unsecured claims on a pro-rated basis.

**RELEASE AND STAY**

9. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and

the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.

10. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.

#### **DISCHARGE OF RECEIVER**

11. Upon the Receiver filing with the Clerk of the Court a Receiver's Discharge Certificate, in the form attached hereto as Schedule "A", confirming that all matters set out in paragraphs 6 and 7 of this Order have been completed, the Receiver shall be and is hereby discharged as Receiver of the Debtor, provided however, that notwithstanding its discharge herein:

- (a) the Receiver shall remain Receiver for the performance of any distributions that may occur under paragraph 8 hereof;
- (b) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein;
- (c) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver, and the Receiver's Charge for the purposes of paragraph 8 hereof; and
- (d) the Receiver may apply to the Court for further advice and direction in connection with the completion of its final duties hereunder.

#### **MISCELLANEOUS**

12. The Receiver is authorized and directed to hold for 30 days and make available for pick up by any of the Defendants any and all original physical books, records, and/or hard drives of the Debtor currently in the possession of the Receiver, its solicitors, or agents. Any physical books, records, and/or hard drives may thereafter, if still in the Receiver's possession, be destroyed.
13. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
14. Service of this Order on any party not attending this application is hereby dispensed with.




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Justice of the Court of Queen's Bench of Alberta

**Schedule "A"**

**Form of Receiver's Completion Certificate**

COURT FILE NUMBER	1901-10871	<div style="border: 1px solid black; padding: 5px; width: fit-content;">Clerk's Stamp</div>
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	BANK OF MONTREAL	
DEFENDANTS	UWAMS SUPPORTIVE LIVING LTD., MAXWELL UWAGA AND CAROL UWAGA	
DOCUMENT	<b>RECEIVER'S DISCHARGE CERTIFICATE</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	DENTONS CANADA LLP 1500, 850 – 2 <sup>nd</sup> Street SW Calgary, Alberta T2P 0R8 Attention: Derek Pontin Phone: (403) 268-6301 Email: derek.pontin@dentons.com	

**RECITALS**

- A. By way of Order of the Court of Queen's Bench of Alberta dated January 23, 2020, Deloitte Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of UWAMS Supportive Living Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated \_\_\_\_\_, 2021 (the "**Discharge Order**"), the Court ordered that the Receiver would be discharged as Receiver of the Debtors upon the filing by the Receiver of a Receiver's Discharge Certificate confirming that all matters set out in paragraphs 6 and 7 of the Discharge Order have been completed.

**THE RECEIVER HEREBY CERTIFIES** the following:

1. All matters set out in paragraphs 6 and 7 of the Discharge Order have been completed.
2. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**DELOITTE RESTRUCTURING INC. in  
its capacity as Receiver of UWAMS  
Supportive Living Ltd., and not in its  
personal capacity.**

**Per:** \_\_\_\_\_

**Name:**

**Title**