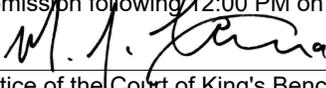


**Fiat:**

Let this First Report of the Court-Appointed Receiver of Westmount Projects Inc. be filed notwithstanding its submission following 12:00 PM on June 29, 2023.



Justice of the Court of King's Bench of Alberta

ENTERED



August 28, 2023

COURT FILE NUMBER

2301-04941

JS

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE RECEIVERSHIP OF WESTMOUNT PROJECTS INC.

PLAINTIFF

BANK OF MONTREAL

DEFENDANTS

WESTMOUNT PROJECTS INC., 2218923 ALBERTA LTD., 1975874 ALBERTA LTD., ANDERSON & ASSOCIATES FINANCIAL CORP., IRONCLAD PROJECTS LTD., GORDON D. ANDERSON, and DENI MARIO DANIEL ECHINO

DOCUMENT

**FIRST REPORT OF THE COURT-APPOINTED RECEIVER OF WESTMOUNT PROJECTS INC.**

**DATED JUNE 29, 2023**

**PREPARED BY DELOITTE RESTRUCTURING INC.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver  
DELOITTE RESTRUCTURING INC.  
Suite 700, 850 - 2nd Street SW  
Calgary, AB T2P 0R8

ENTERED

Attention: Cassie Poon  
Tel: 403-267-1817  
Email: [caspoon@deloitte.ca](mailto:caspoon@deloitte.ca)

Legal Counsel  
DENTONS CANADA LLP  
Suite 1500, 850 - 2nd Street SW  
Calgary, AB T2P 0R8

Attention: Derek Pontin  
Tel: 403-268-6301  
Email: [derek.pontin@dentons.com](mailto:derek.pontin@dentons.com)

## Table of contents

Introduction and Background	1
Purpose	2
Terms of Reference	2
Currency	2
Receiver’s Activities	2
Outstanding Books and Records and Mail	4
Outstanding Books and Records	4
Mail Related to Mortgaged Property and Serial Number Property	5
Primary Assets	6
Mortgaged Property	6
Security Deposits	6
Serial Number Property	7
Creditors and Secured Charges	7
Professional Fees and Disbursements	8
Fees and Disbursements of the Receiver	8
Fees and Disbursements of Legal Counsel	8
Interim Statement of Receipts and Disbursements	8
Conclusions and Recommendations	9

## APPENDICES

Appendix "A" – Receivership Order dated May 15, 2023

Appendix "B" – Receiver's information request dated April 28, 2023

Appendix "C" – Dentons letter dated May 16, 2023

Appendix "D" – Dentons letter dated June 7, 2023

Appendix "E" – Summary of outstanding information as at June 23, 2023

## Introduction and Background

- On April 27, 2023, Deloitte Restructuring Inc. ("**Deloitte**") was appointed by an Order (the "**Interim Receiver of Rents Order**") of the Court of King's Bench of Alberta (the "**Court**") as the Interim Receiver of Rents (the "**Rent Receiver**"), without security, to collect rents for the five (5) specific properties (the "**Properties**") owned by Westmount Projects Inc. ("**Westmount**" or the "**Debtor**"), 1975847 Alberta Ltd. and 2218923 Alberta Ltd. The Interim Receiver of Rents Order was granted as a result of an application by Bank of Montreal ("**BMO**"), who has registered security interests in respect of the Properties. The relief sought in the application, except for the relief granted in respect of the Interim Receiver of Rents Order, was adjourned and the adjourned portions of the application were heard on May 10, 2023 and May 15, 2023.
- Since the date of the Interim Receiver of Rents Order, the Rent Receiver filed one report with the Court outlining the activities of the Rent Receiver and summarizing additional information with respect to the Properties. The Interim Receiver of Rents Order, the Rent Receiver's report, and all other Court filings (as provided to the Rent Receiver) related to the interim receivership of rents can be found on Deloitte's website at [www.insolvencies.deloitte.ca/en-ca/Westmount](http://www.insolvencies.deloitte.ca/en-ca/Westmount).
- On May 15, 2023 (the "**Date of Receivership**") Deloitte was appointed by Order of the Court of King's Bench of Alberta (the "**Receivership Order**") as the receiver (the "**Receiver**"), without security, over the three (3) properties legally described in the table below (collectively the "**Mortgaged Property**") and the serial number property also described in the table below (collectively the "**Serial Number Property**"), including all current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situated of Westmount including all proceeds thereof arising therefrom but only to the extent such property is located on the Mortgaged Property or arising out of or in connection with the Serial Number Property and the Mortgaged Property. The Receivership Order was filed on May 23, 2023. A copy of the Receivership Order is attached hereto as **Appendix "A"**.

### Mortgaged Property

Legal Land Description	Municipal Address	City	Province	Postal Code
Plan B1 Block 35 Lot 12	303 23 Avenue SW	Calgary	AB	T2S 0J3
Plan 4479p Block 9 Lots 18 to 20	1538 27 Avenue SW	Calgary	AB	T2T 1G4
Condominium Plan 2011798 Unit 1 to 4	2617 12 Avenue SE	Calgary	AB	T2A 0G1

### Serial Number Property

Serial Number	Description
LG170613A	2021 Miller XTM 350 Welder
LF1145A	2021 Miller XTM 350 Welder
LF304789	2021 Miller XTM 350 Welder
LF236463	2021 Miller XTM 350 Welder
3GTU2PEC2GG358326	2016 GMC Sierra
5NHUBL422MB482082	2021 FROR Moel BL714TA2
2CPUSD2F7MA043011	2021 Cantra Model DT8314-14K
2CPUSD2F9MA043012	2021 Cantra Model DT8314-14K

- Westmount is a private company incorporated in the Province of Alberta on January 20, 2015 and is wholly owned by Gordon Anderson. Westmount is a real estate holding company for approximately 17 residential properties. Only three (3) of the 17 Westmount properties, defined as the Mortgaged Property shown above, are subject to the Receivership Order. The Mortgaged Property are residential properties and comprise a total of 18 units with no vacancies as at the Date of Receivership.
- The primary secured lender for the Mortgaged Property and Serial Number Property is BMO which was owed approximately \$2.7 million from Westmount ("**BMO Indebtedness**") as at the Date of Receivership. BMO holds various registered security over the Mortgaged Property and Serial Number

Property (the "**BMO Security**"). Horizon Capital Corporation and Anderson & Associates Financial Corp. also hold registered security over the Mortgaged Property.

6. The Receivership Order, related court documents, the Notice to Creditors and this first report of the Receiver (this "**First Report**") are posted on the Receiver's website at [www.insolvencies.deloitte.ca/en-ca/Westmount](http://www.insolvencies.deloitte.ca/en-ca/Westmount).
7. Unless otherwise stated, all other capitalized terms not defined in this First Report are as defined in the Receivership Order.

## Purpose

8. The purpose of this First Report is to:
  - a) Provide an update on the administration of the receivership since the Date of Receivership; and
  - b) Respectfully recommend that this Honourable Court make orders:
    - i. Approving the activities, fees, and disbursements of the Receiver as described in this First Report, including, without limitation, the steps taken by the Receiver pursuant to the Receivership Order, and the fees and disbursements of the Receiver's legal counsel;
    - ii. Compelling and directing Westmount to provide the Receiver with the Serial Number Property, security deposits concerning the Mortgaged Property, information, books, and records required by the Receiver, and mail related to the Mortgaged Property and Serial Nuer Property, and directing 221's director, Abdul Sattar, and representative, Farhan Sattar, to cause 221 to comply with these duties; and
    - iii. Providing such further or other relief that the Court considers just and warranted in the circumstances.

## Terms of Reference

9. In preparing this First Report, the Receiver has relied upon unaudited financial information prepared by the Debtor's management and agents (collectively "**Management**"), the Debtor's books and records, and discussions with Management. The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.
10. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of the First Report. Any use, which any party makes of the First Report, or any reliance or decision to be made based on the First Report, is the sole responsibility of such party.

## Currency

11. All dollar amounts in this First Report are in Canadian dollars, unless otherwise indicated.

## Receiver's Activities

12. The Receiver has undertaken and performed the following activities since the Date of Receivership:

- a. Instructing the Receiver's legal counsel, Dentons Canada LLP ("**Dentons**"), to make inquiries in respect of various outstanding information requests of the Rent Receiver and the Receiver. The outstanding information is discussed further in paragraphs 13 through 24 of this First Report;
- b. Corresponding, including a meeting at the Receiver's office on May 23, 2023, with Kate Steele, a known representative of Management, regarding various matters including, but not limited to, security deposits, collection of rents, tenant information, property maintenance and the outstanding books and records;
- c. Arranging for redirection of mail correspondence to the Receiver as part of the normal course of administration. The mail redirection has since been cancelled because Canada Post is unable to differentiate and redirect mail relating to the Mortgaged Properties only. The Receiver, through its legal counsel Dentons, has requested that all mail related to the Mortgaged Property be forwarded to the Receiver. As at the date of this First Report no mail correspondence has been forwarded to the Receiver;
- d. Obtaining master keys for and attending the Mortgaged Property to take possession, secure the Mortgaged Property, and meet with tenants;
- e. Issuing notice of the receivership to all tenants, providing contact information and banking instructions for future rents until further notice;
- f. Collecting rents totaling \$49,640 for May and June 2023 (excluding GST where applicable);
- g. Arranging to maintain existing insurance coverage over the Mortgaged Property and Serial Number Property and have the Receiver added as a loss payee on the existing Westmount insurance policy. The Receiver has also requested quotes to separate the Mortgaged Property and Serial Number Property from the existing Westmount insurance policies;
- h. Arranging for continued service from critical utilities and property maintenance vendors;
- i. Arranging for secure storage of the Serial Number Property with GD Auction. As at the date of this First Report, Management has not delivered the Serial Number Property in accordance with the Receivership Order as further discussed in paragraphs 34 through 41 of this First Report;
- j. Issuing a statutory Notice and Statement of the Receiver to all known creditors of Westmount (the "**Notice to Creditors**") pursuant to subsections 245(1) and 246(1) of the Bankruptcy and Insolvency Act (Canada).
- k. Demanding delivery of security deposits, pre-paid rents, and the Serial Number Property from Management;
- l. Requesting books and records from Sam and Associates, an accounting firm engaged by Westmount;
- m. Requesting books and records from Sihota Taylor, an accounting firm engaged by Westmount;
- n. Corresponding with the City of Calgary with respect to required fire inspections at the Mortgaged Property. The Receiver has obtained confirmation from the City of Calgary and the Calgary Fire Department that the inspections have been completed and there are no outstanding matters at the time of this First Report;
- o. Corresponding with Calgary City Police and Alpha House Society regarding a reoccurring homeless encampment at Gloria Court (as defined later in this First Report). The encampment has been

removed from Gloria Court and there have been no further incidents as at the date of this First Report;

- p. Engaging a property manager to oversee landscaping and upkeep of the common areas;
- q. Requesting bank statements from all known financial institutions that Westmount has dealings with, including, BMO, Servus Credit Union, and Canadian Western Bank;
- r. Informing the Canada Revenue Agency ("**CRA**") of the receivership and requested new tax accounts be established for the post-receivership period;
- s. Opening new trust accounts in the name of the receivership estate to facilitate future receipts and disbursements;
- t. Preparing and updating from time to time an operating receivership cash flow;
- u. Corresponding with Dentons Canada LLP ("**Dentons**"), the Receiver's independent legal counsel, on various legal matters relating to these receivership proceedings;
- v. Corresponding with creditors, tenants, and other stakeholders;
- w. Preparing, reviewing and finalizing this First Report; and
- x. Addressing additional matters of both a general and specific nature as they arose from time to time.

## Outstanding Books and Records and Mail

### Outstanding Books and Records

- 13. On April 28, 2023 the Rent Receiver and Dentons made an initial information request, attached hereto as **Appendix "B"**, to Llewellyn Law, who the Receiver understands is legal counsel for the Debtor, and Kate Steele.
- 14. On May 5, 2023 the Rent Receiver followed up with Kate Steele, as certain information had not yet been provided to the Rent Receiver.
- 15. The First Interim Report of the Rent Receiver, dated May 10, 2023 outlined the status of the outstanding information at that time in paragraphs 12 a) and b).
- 16. The Receiver (at that in its capacity as Rent Receiver) corresponded with Kate Steele on May 10 and 11, 2023 regarding outstanding information and also made additional requests based on the information that was being provided.
- 17. On May 16, 2023, Dentons issued a letter to Llewellyn Law, attached hereto as **Appendix "C"**, demanding the Debtor, among other things, deliver all outstanding information by no later than May 19, 2023. The Receiver provided the same letter to Kate Steele. No response was provided by either Llewellyn Law or Kate Steele to the Receiver or Dentons.
- 18. On May 18, 2023, the Receiver met with and discussed the delivery of the outstanding information with Kate Steele in accordance with the Receivership Order and Kate Steele provided keys to the Mortgaged Properties, Enmax statements and insurance conformation.

19. The Receiver followed up with Kate Steele on May 23, May 25 and June 1, 2023; as at the date of this First Report the Receiver has not received any additional information or response from Kate Steele.
20. On June 7, 2023, Dentons issued a second letter to Llewellyn Law, attached hereto as **Appendix "D"**, demanding, among other things, the Debtor deliver all outstanding information by no later than June 14, 2023.
21. Notwithstanding the multiple information requests made initially by the Rent Receiver and follow up requests made by the Receiver and Dentons, Management has failed to comply with its obligations under the applicable Court Order and significant information remains outstanding as at the date of this First Report.
22. Due to the lack of cooperation from Management, the Receiver was required to source information from third parties whenever possible in order to fulfill its duties and obligations under the Receivership Order in a timely manner. Management's failure to comply with the applicable Court Orders has resulted in additional costs and administrative burden to the receivership estate. Moreover, the Receiver requires that the information requests be complied with in order to conduct a full review of matters pertaining to Mortgaged Property and Serial Number Property.
23. A summary of the current status of the Receiver's information request is attached hereto as **Appendix "E"**.
24. The Receiver is respectfully seeking an Order that will compel Westmount to comply with the outstanding information requests, in accordance with the duties and obligations of Westmount pursuant to the Receivership Order. Additionally, the Receiver respectfully requests that the Order direct Abdul Sattar, who the Receiver understands is a director of the Debtor, and Farhan Sattar, who the Receiver understands based on affidavits filed in these proceedings is a representative of the Debtor, to cause the Debtor to comply with these duties.

#### **Mail Related to Mortgaged Property and Serial Number Property**

25. Upon its appointment, the Receiver followed standard procedure and contacted Canada Post to have the Debtor's mail directed to the Receiver. The Debtor, through its legal counsel Llewellyn Law, advised that the Debtor objected to this redirection, as it impacted mail related to both the Mortgaged Property and Serial Number Property and other business and affairs of the Debtor that are not the subject of these receivership proceedings.
26. The Receiver advised the Debtor that it required mail pertaining to the matters in the receivership proceedings, and proposed that either: (1) mail would continue to be sent to the Receiver and the Receiver would send to the Debtor any mail received that did not pertain to the receivership proceedings; or (2) mail would be sent to the Debtor, but the Debtor would be obligated to send to the Receiver any mail related to matters in the receivership proceedings.
27. The Receiver has arranged for mail to be sent to the Debtor in the ordinary course, and as of the date of this Report has not received any mail from the Debtor pertaining to the Mortgaged Property and Serial Number Property.
28. The Receiver is respectfully seeking an Order that will compel Westmount to provide any mail correspondence received regarding the Mortgaged Property and Serial Number Property to the Receiver within 10 days of receipt thereof. Additionally, the Receiver respectfully requests that the Order direct Abdul Sattar, who the Receiver understands is a director of the Debtor, and Farhan Sattar, who the Receiver understands based on affidavits filed in these proceedings is a representative of the Debtor, to cause the Debtor to comply with these duties.

## Primary Assets

29. The primary assets subject to these receivership proceedings are described below:

### Mortgaged Property

Mortgaged Property				
Legal Land Description	Municipal Address	City	Province	Postal Code
Plan B1 Block 35 Lot 12	303 23 Avenue SW	Calgary	AB	T2S 0J3
Plan 4479p Block 9 Lots 18 to 20	1538 27 Avenue SW	Calgary	AB	T2T 1G4
Condominium Plan 2011798 Unit 1 to 4	2617 12 Avenue SE	Calgary	AB	T2A 0G1

30. Westmount purchased land described as Plan B1 Block 35 Lot 12 as a residential income property located at 303 23 Avenue SW, Calgary, Alberta ("**Gloria Court**"). Gloria Court is an eight (8) unit multi-family complex and as at the Date of Receivership was fully occupied.
31. Westmount purchased land described as Plan 4479P Block 9 Lots 18 to 20 as a residential income property located at 1538 27 Avenue SW, Calgary, Alberta ("**Marda Loop Six-plex**"). The Marda Loop Six-plex is a six (6) unit multi-family complex and as at the Date of Receivership was fully occupied.
32. Westmount purchased land described as Condominium Plan 2011798 Unit 1 to 4 as development project located at 2617 12 Avenue SE, Calgary, Alberta. In 2019 Westmount built a fourplex-type townhouse complex (the "**Albert Park Townhouses**") to be used as rental properties. As at the Date of Receivership the Albert Park Townhouses were fully occupied.
33. The Alberta Land Titles searches of the Mortgaged Property were summarized in paragraphs 13 through 19 of the First Interim Report of the Rent Receiver.

### Security Deposits

34. Based on the Receiver's review of the available information and discussions with the tenants of the Mortgaged Property, prior to the Date of Receivership the Debtor collected tenant security deposits totalling \$23,240 as follows:

		Outstanding Security Deposits
\$CAD		
Legal Land Description	Municipal Address	
Plan B1 Block 35 Lot 12	303 23 Avenue SW	6,890
Plan 4479p Block 9 Lots 18 to 20	1538 27 Avenue SW	6,870
Condominium Plan 2011798 Unit 1 to 4	2617 12 Avenue SE	9,480
<b>Total Security Deposits</b>		<b>23,240</b>

35. On May 16, May 23, and June 7, 2023, the Receiver made requests to Westmount through its legal counsel, Llewellyn Law, for the outstanding security deposits and pre-paid rents to be sent to the Receiver. As at the date of this First Report, the tenant security deposits totalling \$23,240 have not been remitted to the Receiver. Certain amounts in respect of prepaid rent were remitted to the Receiver by Kate Steele following demand made by the Receiver and its legal counsel on the Debtor. For clarity, these amounts represent amounts that the Receiver has identified based on the limited information available, and further amounts may be identified as additional information is made available to the Receiver.
36. The Receiver is respectfully seeking an Order compelling Westmount to provide the outstanding tenant security deposits to the Receiver, in accordance with the duties and obligations of Westmount pursuant to the Receivership Order. Additionally, the Receiver respectfully requests that the Order direct Abdul Sattar, who the Receiver understands is a director of the Debtor, and Farhan Sattar, who the Receiver

understands based on affidavits filed in these proceedings is a representative of the Debtor, to cause the Debtor to comply with these duties.

### Serial Number Property

37. On May 16, 2023, Dentons issued a letter to Llewellyn Law, attached hereto as Appendix "C", to among other things, demand the Debtor deliver all Serial Number Property by no later than May 19, 2023; no response was provided to the Receiver or Dentons.
38. On May 23, 2023, upon receipt of the filed Receivership Order, the Receiver discussed the release and delivery of the Serial Number Property with Kate Steele in accordance with the Receivership Order.
39. On May 25, 2023, the Receiver confirmed the storage yard location where the Serial Number Property should be delivered forthwith, and Ms. Steel advised that she would speak with Management to coordinate the drop off the Serial Number Property accordingly.
40. The Receiver followed up with Ms. Steele on June 1, 2023; as at the date of this First Report the Receiver has not received a response from Ms. Steele.
41. On June 7, 2023, Dentons issued a second letter to Llewellyn Law, attached hereto as **Appendix "D"**, to among other things, require the Debtor deliver all Serial Number Property by no later than June 14, 2023.
42. On June 13, 2023, Llewellyn Law provided the Receiver with Management's unsolicited offer for the Serial Number Property (the "**Unsolicited Offer**"). On June 14, 2023, Dentons advised Llewellyn Law the Receiver is not in a position to move forward with the Unsolicited Offer. Following a consultation with subject matter experts, the Unsolicited Offer was below the preliminary estimated realizable value of the Serial Number Property. The preliminary estimated realizable value assumed that the Serial Number Property is in good working condition with little to no damage; however, the Receiver has not been able to confirm the state and condition of the Serial Number Property as Management has not allowed the Receiver access to inspect the Serial Number Property nor delivered the Serial Number Property as required by the Receivership Order. The Receiver's counsel further reiterated that the Debtor must comply with the Receivership Order and deliver the Serial Number Property. As at the date of this First Report, the Serial Number Property has not been delivered to the Receiver.
43. Due to the lack of cooperation from Management, the Receiver is unable to access the Serial Number Property and consequently has been unable to fulfil certain of its duties and obligations under the Receivership Order (i.e. secure and preserve the assets, form a view on the value of the property, facilitate a marketing and sale process, etc.). Management's non-compliance with the applicable Court Orders has created additional costs and administrative burden to the receivership estate.
44. The Receiver is respectfully seeking an Order compelling Westmount to provide the Serial Number Property to the Receiver, in accordance with the duties and obligations of Westmount pursuant to the Receivership Order. Additionally, the Receiver respectfully requests that the Order direct Abdul Sattar, who the Receiver understands is a director of the Debtor, and Farhan Sattar, who the Receiver understands based on affidavits filed in these proceedings is a representative of the Debtor, to cause the Debtor to comply with these duties.

### Creditors and Secured Charges

45. As at the Date of Receivership, and as noted previously, BMO is the primary secured creditor of the Mortgaged Property and Serial Number Property and is owed approximately \$2.7 million.

46. CRA advised the Receiver that there are unremitted source deduction arrears owed by Westmount to CRA in the amount of approximately \$13,000 and outstanding GST amounts totalling approximately \$266,000 owed by Westmount to CRA (collectively the "**CRA Debts**"). CRA further advised the Receiver that all payroll and GST audits will be scheduled directly with the Debtor due to the limited scope of these receivership proceedings. Subject to the CRA audit results, additional liabilities may be assessed. The CRA Debts reflect the Debtor's operations of all 17 properties, including the Mortgaged Property subject to these receivership proceedings. Based on the available information, the Debtor books and records are not maintained on a property basis and consequently, the Receiver is unable to determine what portion of the CRA Debts are related to the Mortgaged Property.
47. The Receiver understands that property taxes owing to the City of Calgary totalled approximately \$31,000 at the Date of Receivership.
48. The Receiver has been unable to confirm the quantum of unsecured creditors due to the outstanding information request and lack of cooperation from Management. Based on the limited information available to the Receiver, only three (3) unsecured creditors have been identified. The amount of unsecured claims remains unknown at the time of this First Report.

## Professional Fees and Disbursements

### **Fees and Disbursements of the Receiver**

49. The Receiver's professional fees are calculated based on hours spent at rates established by each professional based on their qualifications and experience.
50. The Receiver's fees and disbursements in relation to the administration of the Receivership up to and including June 23, 2023 total approximately \$47,300 (excluding GST). This total comprises one (1) interim invoice for Receiver's fees and disbursements from May 15, 2023 to June 23, 2023.
51. In the Receiver's opinion, the services rendered in respect of these fees and disbursements have been duly rendered in response to required and necessary duties of the Receiver hereunder and are reasonable in the circumstances.

### **Fees and Disbursements of Legal Counsel**

52. The Receiver's legal counsel's cumulative fees and disbursements on this matter total approximately \$9,700 (excluding GST) to June 23, 2023. The accounts of the Receiver's legal counsel are calculated based on hours spent at rates established by each professional based on their qualifications and experience. The Receiver is of the opinion that legal counsel's fees are reasonable and appropriate in the circumstances.

## Interim Statement of Receipts and Disbursements

53. The interim Statement of Receipts and Disbursements reflecting the administration of the receivership for the period May 15, 2023 to June 28, 2023 is below:

Westmount Projects Inc.	
<b>Receipts</b>	
Rental Income	49,640
Interest	79
<b>Total receipts</b>	<b>49,719</b>
<b>Disbursements</b>	
Appraisal fee	6,667
Mail redirection fees	309
Insurance	1,313
Property maintenance	640
Utilities	57
GST paid	350
Filing fees to the Official Receiver	75
<b>Total disbursements</b>	<b>9,411</b>
<b>Estate balances as at June 28, 2023</b>	<b>40,308</b>

54. Pursuant to the Receivership Order, the Receiver may borrow up to \$250,000 in aggregate without further Court approval. As at the date of this First Report, the rental income from the Mortgaged Property is sufficient to fund the receivership proceedings.

## Conclusions and Recommendations

55. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 8 b) of the First Report and such further and other relief, as this Honourable Court deems appropriate in the circumstances.

\* \* \*

All of which is respectfully submitted at Calgary, Alberta this 29<sup>th</sup> day of June 2023.

**DELOITTE RESTRUCTURING INC.,**

In its capacity as Court-appointed Receiver for the Mortgaged Property and Serial Number Property as defined above and not in its personal or corporate capacity

Per:




---

Cassie Poon, CIRP, LIT  
Senior Vice-President

# APPENDIX "A"

CERTIFIED *E. Wheaton*  
by the Court Clerk as a true copy of the  
document digitally filed on May 23,  
2023

COURT FILE NUMBER:

2301-04941

Clerk's stamp

COURT

COURT OF KING'S BENCH  
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

BANK OF MONTREAL

DEFENDANTS

WESTMOUNT PROJECTS INC., 2218923  
ALBERTA LTD., 1975847 ALBERTA LTD.,  
ANDERSON & ASSOCIATES FINANCIAL CORP.,  
IRONCLAD PROJECTS LTD., GORDAN D.  
ANDERSON, and DENI MARIO DANIEL ECHINO

DOCUMENT

**RECEIVERSHIP ORDER – WESTMOUNT  
PROJECTS INC.**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.5420/4347  
Fax: 403.508.4349  
Attention: Ryan Zahara/Catrina Webster  
File: 0000948.00573/574



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**DATE ON WHICH ORDER WAS PRONOUNCED:**

**MAY 15, 2023**

**LOCATION OF HEARING OR TRIAL:**

**EDMONTON, ALBERTA**

**NAME OF JUSTICE WHO MADE THIS ORDER:**

**JUSTICE M.J. LEMA**

---

**UPON** the application of Bank of Montreal (the “**Applicant**” or “**BMO**”) in respect of Westmount Projects Inc. (the “**Debtor**”); **AND UPON** having read the Application, the Affidavit of Trevor Bauer sworn and filed on April 17, 2023, the Affidavit of Service of Darcy Tronnes sworn on April 25, 2023, the Affidavit of Amber Rapley sworn on April 27, 2023, and the Affidavit of Service of Joy Mutuku sworn on April 27, 2023, the Supplemental Affidavit of Trevor Bauer sworn on May 8, 2023, the Brief of Argument of BMO dated April 20, 2023 and the Supplemental Brief of Argument of BMO dated May 8, 2023; **AND UPON** reading the consent of Deloitte Restructuring Inc. to act as receiver and manager (the “**Receiver**”) of the Debtor, filed; **AND**

**UPON** hearing from counsel for BMO, counsel for the Debtor, counsel for Gordon Anderson and Anderson & Associates Financial Corp., and any other counsel or other interested parties present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

**APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), Deloitte Restructuring Inc. is hereby appointed Receiver, without security, over the property legally described as follows:

PLAN B1  
BLOCK 35  
LOT 12

being 303 23rd Ave SW, Calgary, Alberta,

and

PLAN 4479P  
BLOCK 9  
LOTS 18 TO 20 INCLUSIVE

being 1538 27th Ave SW, Calgary, Alberta,

- and -

CONDOMINIUM PLAN 2011798  
UNIT 1  
AND 2500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON  
PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

CONDOMINIUM PLAN 2011798  
UNIT 2  
AND 2500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON  
PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

CONDOMINIUM PLAN 2011798  
UNIT 3  
AND 2500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON  
PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS  
- and -

CONDOMINIUM PLAN 2011798  
UNIT 4  
AND 2500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON  
PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

being #1, 2617-12 Avenue SE and #1,2,3, 2615-12 Avenue SE

(collectively, the “**Mortgaged Property**”),

2021 Miller XTM 350 Welder wit Serial No. LG170613A  
2021 Miller XTM 350 Welder wit Serial No. LF236463  
2021 Miller XTM 350 Welder wit Serial No. LF1145A  
2021 Miller XTM 350 Welder wit Serial No. LF304789  
2016 GMC Sierra VIN#3GTU2PEC2GG358326  
2021 FROR Moel BL714TA2 Serial No. 5NHUBL422MB482082  
2021 Cantra Model DT8314-14K VIN#2CPUSD2F7MA043011  
2021 Cantra Model DT8314-14K VIN#2CPUSD2F9MA043012

(collectively, the “**Serial Number Property**”),

including all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds arising therefrom but only to the extent such property is located on the Mortgaged Property or arising out of or in connection with the Serial Number Property and the Mortgaged Property (collectively, the “**Personal Property**”, together with the Mortgaged Property and the Serial Number Property, the “**Property**”). For greater certainty the Personal Property excludes the following serial number goods:

2021 SHEARFORCE S54R MOBILE SH Serial No. 506  
2018 CASE CX350D EXCAVATOR Serial No. DAC350K7NJS7P1346  
2021 MERCEDES-BENZ G63 AMG SUV Serial No. W1NYC7HJ1MX404804  
2010 DODGE RAM 1500 TRUCK Serial No. 1D7RV1CT5AS210450  
2022 RAM 1500 Serial No. 1C6SRFU97NN105484  
2021 SUBARU CROSSTREK MX2LP Serial No. JF2GTHNC3M8680038.

## RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal Property, or any right in any immovable;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor as it relates to the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business as it relates to the Property, or cease to perform any contracts of the Debtor as they relate to the Property;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
  - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor as it relates to the Property or any part or parts thereof;
  - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in

collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor in respect of the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor associated with the Property;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor in respect of the Property, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps in respect of the Property, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property, including the business or affairs of the Debtor in respect of the Property, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records in respect of the Property are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and

fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor’s interest in the Property or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings in respect of the Property currently under way against or in respect of the Debtor’s Property or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; (ii) affect a Regulatory Body’s investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court; and (iii) stay a proceeding that has already been commenced in respect of any other property of the Debtor, including, without limiting the generality of the foregoing, the terms of the Receivership Order will not stay Court Action No. 2201-14540. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor's interest in the Property, or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Receiver or leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor are not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor's interest in the Property where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.
11. For greater certainty, nothing in this Order shall prevent a party from taking any action or exercising any remedy against any other property of the Debtor (except for the Property) or continuing any proceeding already commenced against the Debtor for relief against any of the Debtor's other property.

## **NO INTERFERENCE WITH THE RECEIVER**

12. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver, or leave of this Court.

## CONTINUATION OF SERVICES

13. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

## RECEIVER TO HOLD FUNDS

14. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in respect of the Property, in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## EMPLOYEES

15. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*, SC 2005, c 47.
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## LIMITATION ON ENVIRONMENTAL LIABILITIES

17. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
  - (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
    - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
    - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
  - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

## LIMITATION ON THE RECEIVER'S LIABILITY

18. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

## RECEIVER'S ACCOUNTS

19. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
20. The Receiver and its legal counsel shall pass their accounts from time to time.
21. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## FUNDING OF THE RECEIVERSHIP

22. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon

the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.

23. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
24. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver's Certificates**”) for any amount borrowed by it pursuant to this Order.
25. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
26. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

#### **ALLOCATION**

27. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

#### **GENERAL**

28. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
30. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
31. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
32. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
33. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
34. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
35. The Interim Receiver of Rents Order (the "**Receiver of Rents Order**") granted on April 27, 2023 by this Honourable Court and appointing DRI as interim receiver (the "**Interim**

**Receiver**") of rents is hereby taken and up and continued in this Order. The Receiver of Rents Order shall have no further force and effect and is hereby terminated, save and except that any and all acts, steps, agreements and procedures validly taken, done or entered into by the Interim Receiver during the pendency of the Receiver of Rents Order shall remain valid, binding and actionable within the Receivership. For certainty, approval of the Interim Receiver's and its counsel's fees and disbursements and approval of the Interim Receiver's activities shall be approved in accordance with the terms of this Order.

36. This Order shall be on a without prejudice basis to the Canada Revenue Agency (the "**CRA**") applying to Court in accordance with paragraph 34 above to seek a determination or allocation in respect of the priority of the Receiver's Charge or Receiver's Borrowing Charge vis-à-vis the priority of the CRA's deemed trust claim for source deductions against the Property. If the CRA does not apply as outlined above at any point in time during the pendency of the Receivership Proceedings, the Receiver's Charge and the Receiver's Borrowing Charge shall have the priority given to them in accordance with terms of this Order.

## **FILING**

37. This Order is issued and shall be filed in Court of King's Bench Action No. 2301-04941.
38. The Receiver shall establish and maintain a website in respect of these proceedings at [www.insolvencies.deloitte.ca/en-ca/Westmount](http://www.insolvencies.deloitte.ca/en-ca/Westmount) (the "**Receiver's Website**") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
39. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;

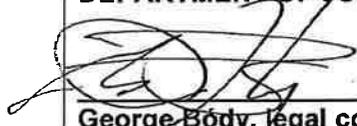
(iii) any other parties attending or represented at the application for this Order;  
and

(b) posting a copy of this Order on the Receiver's Website,  
and service on any other person is hereby dispensed with.

40. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

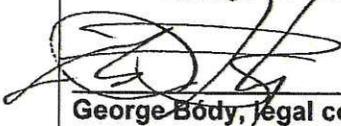


Justice of the Court of King's Bench of Alberta

<p>AGREED AS TO FORM AND CONTENT THIS <u>18</u> DAY OF MAY, 2023</p> <p>DENTONS CANADA LLP</p>  <p>Derek Pontin, legal counsel for Deloitte Restructuring Inc.</p>	<p>AGREED AS TO FORM AND CONTENT THIS ___ DAY OF MAY, 2023</p> <p>LLEWELLYN LAW</p> <p>Clive Llewellyn, legal counsel for WESTMOUNT PROJECTS INC.</p>
<p>AGREED AS TO FORM AND CONTENT THIS ___ DAY OF MAY, 2023</p> <p>WOLFE LEIA LLP</p> <p>Greg Leia, legal counsel for Gordon Anderson and Anderson Associates Financial Corp.</p>	<p>AGREED AS TO FORM AND CONTENT THIS <u>18<sup>th</sup></u> DAY OF MAY, 2023</p> <p>DEPARTMENT OF JUSTICE</p>  <p>George Body, legal counsel for the Canada Revenue Agency</p>

40. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench of Alberta

<p>AGREED AS TO FORM AND CONTENT THIS ___ DAY OF MAY, 2023</p> <p>DENTONS CANADA LLP</p> <p>_____</p> <p>Derek Pontin, legal counsel for Deloitte Restructuring Inc.</p>	<p>AGREED AS TO FORM AND CONTENT THIS <u>12</u> DAY OF MAY, 2023</p> <p>LLEWELLYN LAW</p>  <p>_____</p> <p>Clive Llewellyn, legal counsel for WESTMOUNT PROJECTS INC.</p>
<p>AGREED AS TO FORM AND CONTENT THIS ___ DAY OF MAY, 2023</p> <p>WOLFE LEIA</p>  <p>_____</p> <p>Greg Leia, legal counsel for Gordon Anderson and Anderson Associates Financial Corp.</p>	<p>AGREED AS TO FORM AND CONTENT THIS <u>18<sup>th</sup></u> DAY OF MAY, 2023</p> <p>DEPARTMENT OF JUSTICE</p>  <p>_____</p> <p>George Body, legal counsel for the Canada Revenue Agency</p>

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that \_\_\_\_\_, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Westmount Projects Inc., 2218923 Alberta Ltd., and 1975847 Alberta Ltd. appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the May 15, 2023 (the "**Order**") made in action number 2301 -04941, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of **[\$]**, being part of the total principal sum of **[\$]** that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly after the date hereof at a notional rate per annum equal to the rate of **[●]** per cent above the prime commercial lending rate of BMO from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at **[●]**.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

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

Name:

Title:

## **APPENDIX "B"**

## McGregor, Naomi

---

**From:** Poon, Cassie  
**Sent:** Friday, April 28, 2023 3:03 PM  
**To:** kate@yyclegal.com  
**Cc:** McGregor, Naomi  
**Subject:** RE: [EXT] RE: Westmount Projects Inc., 2218923 Alberta Ltd. and 1975847 Alberta Ltd.

Thanks Kate,

While we await the final version of the Order, please send the highlighted items below.

I assume many of the tenants pay rents via e-transfer/pre-authorized debit. Since Monday is the first of the month it may be too late to intercept payment since I do not have tenant information. If you do receive monies for rent, please advise and direct the funds to Deloitte. I had provided you with account and wire information in my previous email.

Regards,

**Cassie Poon**  
Partner | Turnaround & Restructuring  
D: +1 (403) 267 1817  
[caspoon@deloitte.ca](mailto:caspoon@deloitte.ca) | [deloitte.ca](http://deloitte.ca)

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Please consider the environment before printing.

---

**From:** kate@yyclegal.com <kate@yyclegal.com>  
**Sent:** Friday, April 28, 2023 2:53 PM  
**To:** Poon, Cassie <caspoon@deloitte.ca>  
**Cc:** McGregor, Naomi <naomcmgregor@deloitte.ca>  
**Subject:** [EXT] RE: Westmount Projects Inc., 2218923 Alberta Ltd. and 1975847 Alberta Ltd.

Good Afternoon Cassie,

I have forwarded your email to Counsel for the borrowers, as there was some back and forth in relation to the actual order between your Lawyer and my client's Lawyer. In that, Mr. Llewellyn clarified that this is simply an order for Receiver of Rents, not and Order for Receivership. Therefore the only information that would be required to be provided would be items highlighted below.

Regardless, I have forwarded your email to Mr. Llewellyn seeking instructions and guidance on this.

**Kate Steele**  
**YYC Legal**  
**Paralegal**  
**Phone: (403) 333-3946**  
**Email: [kate@yyclegal.com](mailto:kate@yyclegal.com)**

---

**From:** Poon, Cassie <[caspoon@deloitte.ca](mailto:caspoon@deloitte.ca)>  
**Sent:** Friday, April 28, 2023 1:34 PM

To: [kate@yyclegal.com](mailto:kate@yyclegal.com)

Cc: McGregor, Naomi <[naomcmcgregor@deloitte.ca](mailto:naomcmcgregor@deloitte.ca)>

Subject: FW: Westmount Projects Inc., 2218923 Alberta Ltd. and 1975847 Alberta Ltd.

Importance: High

Kate,

See email from Deloitte's counsel below. Please deliver the information/documents detailed in paragraphs 3 and 4 no later than 5pm today.

Any monies received by the Companies are to be delivered to the Receiver. I've attached account/wire instructions.

Should you have any questions, feel free to contact me directly.

Regards,

**Cassie Poon**

Partner | Turnaround & Restructuring

D: +1 (403) 267 1817

[caspoon@deloitte.ca](mailto:caspoon@deloitte.ca) | [deloitte.ca](http://deloitte.ca)

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of the Canadian Olympic team

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---

**From:** Pontin, Derek <[derek.pontin@dentons.com](mailto:derek.pontin@dentons.com)>

**Sent:** Friday, April 28, 2023 9:54 AM

**To:** Clive Llewellyn <[cllewellyn@llewellynlaw.net](mailto:cllewellyn@llewellynlaw.net)>

**Cc:** Poon, Cassie <[caspoon@deloitte.ca](mailto:caspoon@deloitte.ca)>; Ryan Zahara ([rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)) <[rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)>; Kowalcze, Izzy <[jzzy.kowalcze@dentons.com](mailto:jzzy.kowalcze@dentons.com)>

**Subject:** [EXT] Westmount Projects Inc., 2218923 Alberta Ltd. and 1975847 Alberta Ltd.

**Importance:** High

Clive,

**Re: Westmount Projects Inc., 2218923 Alberta Ltd. and 1975847 Alberta Ltd. (the "Companies")**

As you are aware, we are counsel to Deloitte Restructuring Inc., in its capacity as receiver of rents ("Receiver") under Court-appointment made the afternoon of April 27, 2023.

The minutes of the said Order are still being settled, but in the interest of ensuring as much notice as possible, we wanted to reach out at this early juncture and confirm:

1. The Receiver will be taking immediate steps to seek assignment and payment of rents.
2. The properties and debtors that are subject to the Order are as follows:

Westmount Projects Inc.

PLAN B1  
BLOCK 35  
LOT 12

and

PLAN 4479P  
BLOCK 9  
LOTS 18 TO 20 INCLUSIVE

and

PLAN 4349HO  
BLOCK 5  
LOT 5  
EXCEPTING THEREOUT ALL MINES AND MINERALS

2218923 Alberta Ltd.

PLAN 6293JK  
BLOCK 3  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 2.01 HECTARES (4.96 ACRES) MORE OR LESS

and

1975874 Alberta Ltd.

PLAN 0113682  
BLOCK 2  
LOT 5  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the “**Properties**”).

3. We understand all of these Properties are tenanted. We kindly request delivery of the following information as soon as possible, and in any case by not later than 5PM today (Friday, April 28):
  - a. summary of tenants, including names and detailed contact information for each;
  - b. copies of all leases in place for all of these buildings;
  - c. a copy of the rent roll(s) for each building;
  - d. updated account statements and/or ledgers for each lease, showing prior and prospective rent obligations, including any account information where any of the rent for the Properties is being deposited or transferred;
  - e. copies of such other books and records as may exist for the Companies, reflecting payment of rents to date and going forward;
  - f. confirmation of any security deposits held by the Companies in connection with the prevailing tenancies, including amounts, location held and account information for each;
  - g. copies of most recent financial statements, underlying trial balances, adjusting journal entries and general ledgers as may exist for the Companies, over the past 12 months;
  - h. copies of the insurance policy, certificate of insurance and confirmation that there are no outstanding premiums.
  
4. We understand the Companies have failed to remit amounts owing from time to time in respect of utilities, property taxes and other operating expenses. We ask that you immediately provide, in any case by not later than 5PM today (Friday, April 28):
  - a. a list of all current service providers for the Companies in connection with the Properties, without limitation including:
    - i. utility providers; and
    - ii. maintenance and related service providers;

- b. an updated summary of aged accounts payable for the Companies, as concerns the Properties, including but not limited to, any priority amounts owing to Canada Revenue Agency on account of GST or source deductions and any amounts owing to any municipal tax authority and what constitutes those amounts outstanding;
- c. an updated summary of any accounts receivable for the Companies (in addition to rents receivable, demanded above), in the event any exist;
- d. copies of any goods or services agreements as may relate to the above, and any appurtenant records and documentation to the same.

Please be advised that, in view of the Order appointing the Receiver, all rents are assigned and must be remitted to the Receiver from and after April 27, and all monies from such rents either in the Companies possession or received by all and any of the Companies must accordingly be forthwith remitted to the Receiver. Payment instructions will be provided as soon as accounts are confirmed.

Any monies received by the Companies in respect of amounts assigned to the Receiver are deemed to be held in trust by the recipient until such time as those funds are remitted to the Receiver, and must be remitted, as above, without any set off, abatement or reduction of any kind.

Should you have any questions, please contact me as soon as possible.

Derek Pontin

Partner

My pronouns are: He/Him/His

+1 403 268 6301

[derek.pontin@dentons.com](mailto:derek.pontin@dentons.com) | [Bio](#) | [Website](#)

Dentons Canada LLP | 15th Floor, Bankers Court, 850 - 2nd Street SW, Calgary, AB, T2P 0R8, Canada



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## **APPENDIX "C"**

May 16, 2023

File No.: 569588-14

**Sent Via E-mail: clllewellyn@llewellynlaw.net**

Llewellyn Law  
2440 Kensington Road NW  
Calgary, AB T2N 3S1

Attention: Clive Llewellyn

Dear Sir:

**Re: Receivership of Westmount Projects Inc. (“Westmount”), 2218923 Alberta Ltd. (“221 Alta”) and 1975847 Alberta Ltd. (“197 Alta”, and together, the “Debtors”)**

As you are aware, we are counsel to Deloitte Restructuring Inc. (the “**Receiver**”), in its capacity as Court-appointed receiver and manager of certain of the properties and interests of the Debtors (the “**Properties**”). We write in connection with the receivership orders granted today (the “**Orders**”). We understand the forms of those orders are being finalized, but the content of this letter reflects requests already made under the prior Interim Rent Receiver order, as those requests are not abated by the expansion of the Receiver’s appointment, going forward.

Reference is made to correspondence sent from the Receiver to the Debtors on April 28, 2023, and followed up by emails on May 3, May 5, May 10 and May 11, 2023. This correspondence was directed by the Receiver to Kate Steele, who appears to be a paralegal with YYC Legal, and representative of the Debtors.

You will recall also receiving our correspondence of April 28, 2023, setting out, among other things, the Receiver’s initial request for documentation. That request included that your clients immediately provide the following:

- a) summary of tenants, including names and detailed contact information for each;
- b) copies of all leases in place for all of these buildings;
- c) a copy of the rent roll(s) for each building;
- d) updated account statements and/or ledgers for each lease, showing prior and prospective rent obligations, including any account information where any of the rent for the Properties is being deposited or transferred;

- e) copies of such other books and records as may exist for the Debtors, reflecting payment of rents to date and going forward;
- f) confirmation of any security deposits held by the Debtors in connection with the prevailing tenancies, including amounts, location held and account information for each;
- g) copies of most recent financial statements, underlying trial balances, adjusting journal entries and general ledgers as may exist for the Debtors, over the past 12 months;
- h) copies of the insurance policy, certificate of insurance and confirmation that there are no outstanding premiums;
- i) a list of all current service providers for the Debtors in connection with the Properties, without limitation including utility providers and maintenance and related service providers;
- j) an updated summary of aged accounts payable for the Debtors, as concerns the Properties, including but not limited to, any priority amounts owing to Canada Revenue Agency on account of GST or source deductions and any amounts owing to any municipal tax authority and what constitutes those amounts outstanding;
- k) an updated summary of any accounts receivable for the Debtors (in addition to rents receivable, demanded above), in the event any exist; and
- l) copies of any goods or services agreements as may relate to the above, and any appurtenant records and documentation to the same.

Certain of the requested items were provided. We confirm the Receiver has been provided the summary of tenants, copies of leases, and a copy of the rent rolls for each of the buildings comprising the Properties. The remainder of documentation requested remains outstanding.

In addition, the Receiver requested, in keeping with its mandate under the Rent Receiver Order, transfer of various amounts payable to the Receiver in respect of rents and related amounts. Certain amounts have been paid and are currently held in trust; other amounts have not been paid, despite repeated demand.

At this time, the Receiver herein reiterates its demands. Specifically, in respect of outstanding books, records and related documentation, the Receiver requests delivery by the Debtors of the following items, by no later than May 19, 2023:

- m) All master and copies of keys, key cards, security codes to all of the Properties;
- n) the names, telephone number and email of all the directors and agents of the Debtors including Abdul Sattar and Gordon Anderson;
- o) the names, telephone number and email for all service providers/advisors including the property managers, accountants and any other relevant parties;
- p) delivery all Serial Number Property as defined in the Westmount Receivership Order;
- q) forward funds held in all bank accounts held by the Debtors and provide copies of bank statement from the last 12 months;

- r) the latest available account statements and/or ledgers for each lease;
- s) copies of all Debtors' books and records, including as exist in electronic and/or paper form, concerning all or any of the Properties;
- t) confirmation of all security deposits held by the Debtors for all or any of the Properties, including current balances and past/present account statements for each;
- u) copies of the most recent financial statements, underlying trial balances, adjusting journal entries and general ledgers as may exist for the Debtors, over the past 12 months;
- v) copies of all applicable insurance policies, certificates of insurance and confirmation of payment status on each account;
- w) copies of the floor plans for each of the Properties;
- x) information on any existing or potential environmental concerns (for example, hazardous waste, spills, asbestos, mold) and copies of all Phase I, II and III environmental site assessments and environmental remediation orders;
- y) a list of all current service providers for the Debtors in connection with the Properties, without limitation including utility providers and maintenance and related service providers;
- z) an updated summary of aged accounts payable for the Debtors, as concerns the Properties;
- aa) a list of all employees of the Debtors, including employment agreements, and all employment records, summaries of withholdings and remittances for priority amounts payable to Canada Revenue Agency on account of source deductions;
- bb) a summary of all amounts paid, in the past 12 months, or payable in respect of GST;
- cc) a summary of the nature and amount of any payables owing to municipal tax authorities;
- dd) an updated summary of any accounts receivable for the Debtors (in addition to rents receivable, demanded above), in the event any exist;
- ee) a detailed fixed asset listing/register including details of any assets that have been disposed of within the past year;
- ff) copies of all utility agreements, maintenance agreements, goods or services agreements as may relate to the Properties, and any appurtenant records and documentation to the same;
- gg) a summary of finance lease, operating lease and hire purchase contracts;
- hh) a list of all employees, including their position, length of employment, salary and other compensation;
- ii) information on any outstanding insurance claims, pending litigation or liens filed;
- jj) copies of bank facility agreements/letters;



**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF RENTS FOR  
WESTMOUNT PROJECTS INC. , 2218923 ALBERTA LTD., and 1975847 ALBERTA LTD.**

**INFORMATION REQUEST SUMMARY**

**AS AT MAY 15, 2023**

Item #	Description	Received Date			Status
		Westmount Projects Inc.	2218923 Alberta Ltd.	1975847 Alberta Ltd.	
<b>General</b>					
1	All master and copies of the keys, key cards, garage door openers, security codes (if applicable) to all the properties				
2	name, telephone number and email of the directors of the Companies including Abdul Sattar and Gordon Anderson				
3	name, telephone number and email for any service providers/advisors such as the property manager, accountant, etc.				
<b>Properties</b>					
4	deliver all serial number property including: 2021 Miller XTM 350 Welder wit Serial No. LG170613A 2021 Miller XTM 350 Welder wit Serial No. LF236463 2021 Miller XTM 350 Welder wit Serial No. LF1145A 2021 Miller XTM 350 Welder wit Serial No. LF304789 2016 GMC Sierra VIN#3GTU2PEC2GG358326 2021 FROR Moel BL714TA2 Serial No. 5NHUBL422MB482082 2021 Cantra Model DT8314-14K VIN#2CPUSD2F7MA043011				
5	summary of tenants, including names and detailed contact information for each	28-Apr-23	28-Apr-23	28-Apr-23	Received
6	copies of all leases in place for all of these buildings	28-Apr-23	28-Apr-23	28-Apr-23	Received
7	a copy of the rent roll(s) for each building	28-Apr-23	28-Apr-23	28-Apr-23	Received
8	forward funds held in all bank accounts for Westmount, 197 and 221 and provide bank statement copies for the last 12 months for all bank accounts				
9	updated account statements and/or ledgers for each lease, showing prior and prospective rent obligations, including any account information where any of the rent for the Properties is being deposited or transferred				
10	copies of such other books and records as may exist for the Companies, reflecting payment of rents to date and going forward				
11	confirmation of any security deposits held by the Companies in connection with the prevailing tenancies, including amounts, location held and account information for each				
12	copies of most recent financial statements, underlying trial balances, adjusting journal entries and general ledgers as may exist for the Companies, over the past 12 months				
13	copies of the insurance policy, certificate of insurance and confirmation that there are no outstanding premiums				
14	copies of the floor plans for each of the properties				
15	information on any existing or potential environmental concerns (e.g. hazardous waste, spills, asbestos, mold) and copies of all Phase I, II and III environmental site assessments and environmental remediation orders				
16	a list of all current service providers for the Companies in connection with the Properties, without limitation including: i. utility providers; and ii. maintenance and related service providers;				
17	an updated summary of aged accounts payable for the Companies, as concerns the Properties, including but not limited to, any priority amounts owing to Canada Revenue Agency on account of GST or source deductions and any amounts owing to any municipal tax authority and what constitutes those amounts outstanding				
18	an updated summary of any accounts receivable for the Companies (in addition to rents receivable, demanded above), in the event any exist;				
19	Detailed fixed asset listing/register as well as details of any assets that have been disposed of within the past year.				
20	copies of any goods or services agreements as may relate to the above, and any appurtenant records and documentation to the same.				
21	Summary schedule of finance lease, operating lease and hire purchase contracts.				
22	List of all employees, including their position, length of employment, salary and other compensation (as applicable) including: - outstanding amounts due to employees for payroll and vacation pay; - the frequency and amount of regular payroll source deduction remittances; - copies of the most recent remittances for payroll source deductions; and - the balance owing to CRA for payroll source deductions and information on any pending CRA audits.				



**Questions - please Call or Email - We are happy to assist.**

Wire Payment Helpdesk

Toll Free telephone within Canada: 1.800.213.4282

Direct from anywhere in the world: 1.306.244.1868

Email: [TIBsupport@versabank.com](mailto:TIBsupport@versabank.com)

To ensure no delays in processing:

- **The beneficiary name & account information MUST be input as outlined below.**
- **'For Further Credit to' information MUST be provided.**

Beneficiary	VersaBank 410 - 121 Research Drive Saskatoon, Saskatchewan CA S7N 1K2
Beneficiary Account Number <i>(when sent from within Canada)</i>	1001718
Beneficiary Account Number <i>(when sent from outside Canada)</i>	073781001718
Beneficiary Bank	RBC – Royal Bank of Canada 154 1 <sup>st</sup> Avenue S Saskatoon, Saskatchewan Canada S7K 1K2
Financial Institution Number	003
Transit Number	07378
Canadian Sort Code	//CC000307378
Swift Code <i>(required for Payments originating from a Financial Institution outside of Canada)</i>	ROYCCAT2
ABA Routing # <i>(required for Payments originating from a Financial Institution in the United States)</i>	02100021
<b>IMPORTANT: For Further Credit to</b>	Trustee Firm Name:DELOITTE RESTRUCTURING INC. ITF 2218923 ALBERTA LTD. - IN RECEIVERSHIP Trustee Account Number: # 7719351 Trustee Account Address: 850 - 2 STREET SW SUITE 700 CALGARY, ALBERTA T2P 0R8

**Foreign Currency**

**NOTE:** All wire payments received in a foreign currency will be converted to Canadian Dollars at the time of deposit at the spot rate provided by VersaBank's correspondent bank at the time such transaction is processed.



**Questions - please Call or Email - We are happy to assist.**

Wire Payment Helpdesk  
 Toll Free telephone within Canada: 1.800.213.4282  
 Direct from anywhere in the world: 1.306.244.1868  
 Email: TIBsupport@versabank.com

To ensure no delays in processing:

- **The beneficiary name & account information MUST be input as outlined below.**
- **'For Further Credit to' information MUST be provided.**

Beneficiary	VersaBank 410 - 121 Research Drive Saskatoon, Saskatchewan CA S7N 1K2
Beneficiary Account Number <i>(when sent from within Canada)</i>	1001718
Beneficiary Account Number <i>(when sent from outside Canada)</i>	073781001718
Beneficiary Bank	RBC – Royal Bank of Canada 154 1 <sup>st</sup> Avenue S Saskatoon, Saskatchewan Canada S7K 1K2
Financial Institution Number	003
Transit Number	07378
Canadian Sort Code	//CC000307378
Swift Code <i>(required for Payments originating from a Financial Institution outside of Canada)</i>	ROYCCAT2
ABA Routing # <i>(required for Payments originating from a Financial Institution in the United States)</i>	02100021
<b>IMPORTANT: For Further Credit to</b>	Trustee Firm Name:DELOITTE RESTRUCTURING INC ITF WESTMOUNT PROJECTS INC. - IN RECEIVERSHIP Trustee Account Number: # 7719352 Trustee Account Address: 850 - 2 STREET SW SUITE 700 CALGARY, ALBERTA T2P 0R8

**Foreign Currency**

**NOTE:** All wire payments received in a foreign currency will be converted to Canadian Dollars at the time of deposit at the spot rate provided by VersaBank's correspondent bank at the time such transaction is processed.



**Questions - please Call or Email - We are happy to assist.**

Wire Payment Helpdesk

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Direct from anywhere in the world: 1.306.244.1868

Email: [TIBsupport@versabank.com](mailto:TIBsupport@versabank.com)

To ensure no delays in processing:

- **The beneficiary name & account information MUST be input as outlined below.**
- **'For Further Credit to' information MUST be provided.**

Beneficiary	VersaBank 410 - 121 Research Drive Saskatoon, Saskatchewan CA S7N 1K2
Beneficiary Account Number <i>(when sent from within Canada)</i>	1001718
Beneficiary Account Number <i>(when sent from outside Canada)</i>	073781001718
Beneficiary Bank	RBC – Royal Bank of Canada 154 1 <sup>st</sup> Avenue S Saskatoon, Saskatchewan Canada S7K 1K2
Financial Institution Number	003
Transit Number	07378
Canadian Sort Code	//CC000307378
Swift Code <i>(required for Payments originating from a Financial Institution outside of Canada)</i>	ROYCCAT2
ABA Routing # <i>(required for Payments originating from a Financial Institution in the United States)</i>	02100021
<b>IMPORTANT: For Further Credit to</b>	Trustee Firm Name: DELOITTE RESTRUCTURING INC ITF 1975847 ALBERTA LTD. - IN RECEIVERSHIP Trustee Account Number: # 7719350 Trustee Account Address: 850 - 2 STREET SW SUITE 700 CALGARY, ALBERTA T2P 0R8

### Foreign Currency

NOTE: All wire payments received in a foreign currency will be converted to Canadian Dollars at the time of deposit at the spot rate provided by VersaBank's correspondent bank at the time such transaction is processed.

## **APPENDIX "D"**

June 7, 2023

**Delivered via email: clllewellyn@llewellynlaw.net and zhami@llewellynlaw.net**

Westmount Projects Inc., 2218923 Alberta Ltd., and 19875847 Alberta Ltd.

In care of:

Llewellyn Law  
2440 Kensington Rd NW  
Calgary, Alberta T2N 3S1

Attention: Clive Llewellyn

**Re: Bank of Montreal v Westmount Projects Inc., 2218923 Alberta Ltd., 19875847 Alberta Ltd. (collectively, the “Debtors”), et al  
Action Number: 2301-04941**

We are counsel for Deloitte Restructuring Inc., Court-appointed receiver and manager (“**Receiver**”) of the Property (as defined in the Receivership Orders) pursuant to three Orders of the Court of King’s Bench of Alberta pronounced in the above captioned proceedings on May 15, 2023 (collectively, “**Receivership Orders**”). Copies of the Receivership Orders are available on the Receiver’s website: [www.insolvencies.deloitte.ca/en-ca/Pages/Westmount-Group-of-Companies.aspx?searchpage=Search-Insolvencies.aspx&text=westmount](http://www.insolvencies.deloitte.ca/en-ca/Pages/Westmount-Group-of-Companies.aspx?searchpage=Search-Insolvencies.aspx&text=westmount).

We write to you in your capacity as counsel to the Debtors in the above captioned proceedings. Reference is made to the numerous communications sent to your offices including the letter to your offices dated May 16, 2023. Reference is also made to various communications that have occurred directly between the Receiver and Ms. Steel of YYC Legal, who we understand is a representative of the Debtors.

The Receivership Orders require that the Debtors deliver to the Receiver the Property (as defined in the Receivership Orders) and books and records related to the Debtors and the Property. Despite repeated requests by the Receiver the Debtors have failed to fulfil these obligations.

We accordingly write to reiterate that the Debtors are required to deliver to the Receiver:

1. the following personal property, (the “**Serial Number Goods**”):
  - a. 2021 Miller XTM 350 Welder wit Serial No. LG170613A;
  - b. 2021 Miller XTM 350 Welder wit Serial No. LF236463;
  - c. 2021 Miller XTM 350 Welder wit Serial No. LF1145A;
  - d. 2021 Miller XTM 350 Welder wit Serial No. LF304789;
  - e. 2016 GMC Sierra VIN#3GTU2PEC2GG358326;
  - f. 2021 FROR Moel BL714TA2 Serial No. 5NHUBL422MB482082;
  - g. 2021 Cantra Model DT8314-14K VIN#2CPUSD2F7MA043011; and
  - h. 2021 Cantra Model DT8314-14K VIN#2CPUSD2F9MA043012;

2. funds in the amount of \$136,470.44, representing rental deposit and pre-paid rents for May and June collected by the directors of the Debtors, as outlined in the summaries attached as Annex 1 hereto; and
3. all outstanding information in the Information Request Summary attached as Annex 2 hereto, being items 1, 3, and 4 in respect of 22118923 Alberta Ltd., items 1, and 3 in respect of 1975847 Alberta Ltd., and items 5, 8-19, and 21-28, inclusive, in respect of each of the Debtors.

With respect to the Serial Number Goods, the Debtors can contact James Carlson at 403-862-9911 to make arrangements to deliver the Serial Number Goods to the yard located at: 1100 114<sup>th</sup> Avenue SE Calgary, Alberta. With respect to the funds, wiring information for the Receiver was provided in our letter dated May 16, 2023.

**Pursuant to the Receivership Orders, the Debtors are required to provide the Receiver with the above listed property and respond to the outstanding information requests and we require that the Debtors do so by no later than the close of business on June 14, 2023.**

If the Debtors continue to fail to comply with their obligations pursuant to the Receivership Orders, the Receiver will take such further steps as it deems advisable to secure compliance with the Receivership Orders which may include, without limitation, seeking a Court Order requiring compliance. The Receiver will seek to recover all costs incurred for any steps necessary to obtain compliance with the Receivership Orders, including but not limited to legal costs on a solicitor and its own client full indemnity basis.

We look forward to your prompt response to this correspondence.

Yours truly,

Dentons Canada LLP



John Regush  
Senior Associate

JR/

**Westmount Group of Companies**  
**Deposits and pre-paid rent due to Receiver from Directors**  
 Updated June 6, 2023

Property	Tenant	Date Paid	Description	Rent (\$)	GST (\$)	Additional (\$)	Total (\$)	Notes
1496 Brier Park	TCE	27-Apr-23	Deposit	40,485.93			40,485.93	
1516 Brier Park	TCE	26-Apr-23	May Rent	17,010.00	850.50	9,130.12	26,990.62	
1516 Brier Park	TCE	27-Apr-23	Deposit	59,413.89			59,413.89	
1516 Brier Park	360 Enviro	31-Mar-23	May Rent	3,500.00	175.00		3,675.00	
1516 Brier Park	360 Enviro	31-Mar-23	June Rent	3,500.00	175.00		3,675.00	
1516 Brier Park	360 Enviro		Deposit				-	Deposit amount unknown, lease agreement outstanding
1516 Brier Park			Deposit				-	Deposit amount unknown, lease agreement outstanding
303 23 Ave SW	Unit 1		Deposit			1,250.00	1,250.00	
304 23 Ave SW	Unit 2		Deposit				-	
305 23 Ave SW	Unit 3		Deposit			900.00	900.00	Deposit amount unknown, lease agreement outstanding
306 23 Ave SW	Unit 4		Deposit			995.00	995.00	
307 23 Ave SW	Unit 5		Deposit			775.00	775.00	
308 23 Ave SW	Unit 6		Deposit			775.00	775.00	
309 23 Ave SW	Unit 7		Deposit					
310 23 Ave SW	Unit 8		Deposit			1,245.00	1,245.00	
311 23 Ave SW	Unit 9		Deposit			950.00	950.00	
1538 27 Ave SW	Unit 1		Deposit			1,095.00	1,095.00	
1539 27 Ave SW	Unit 2		Deposit			1,295.00	1,295.00	
1540 27 Ave SW	Unit 3		Deposit			1,095.00	1,095.00	
1541 27 Ave SW	Unit 4		Deposit			1,195.00	1,195.00	
1542 27 Ave SW	Unit 5		Deposit			1,095.00	1,095.00	
1543 27 Ave SW	Unit 6		Deposit			1,095.00	1,095.00	
2617 12 Ave SE			Deposit			2,495.00	2,495.00	
2615 12 Ave SE	Unit 1		Deposit			2,495.00	2,495.00	
2616 12 Ave SE	Unit 2		Deposit			1,995.00	1,995.00	
2617 12 Ave SE	Unit 3		Deposit			2,495.00	2,495.00	
				123,909.82	1,200.50	32,370.12	157,480.44	
				Less: amounts received		25,000.00	Amount received May 15, 2023	
				<b>Total due to Receiver</b>		<b>132,480.44</b>		

## Regush, John

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**From:** Poon, Cassie <caspoon@deloitte.ca>  
**Sent:** Wednesday, June 7, 2023 9:50 AM  
**To:** kate@yyclegal.com  
**Cc:** McGregor, Naomi; Knox, Chris  
**Subject:** June Rents paid to Westmount

Morning Kate,

Hope all is well.

We've been advised that rents paid by (or on behalf of) three tenants were sent to you via interac email transfer on or around June 1, 2023. Can you please forward the payments to me ASAP. Details below:

Gloria Court – 303-23 Ave SW:

- Unit 6 – Chantal Lafond – Payment for the month of June in the amount of \$995.00 was sent to Kate Steele.

6-Plex – 1538-27 Ave SW:

- Unit 2 – Deratu Ahmed – Rent supplement payment for the month of June from the Trellis Society in the amount of \$700.00 was sent to Kate Steele.

Albert Park – 2615-12 Ave SE:

- Unit 1 – Akina Slusar – Payment for the month of June in the amount of \$2,295.00 was sent to Kate Steele.

Kind regards,

**Cassie Poon**

Partner | Turnaround & Restructuring  
Financial Advisory  
700, 850 2 Street SW, Calgary, AB, T2P 0R8, Canada  
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**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF RENTS FOR  
WESTMOUNT PROJECTS INC. , 2218923 ALBERTA LTD., and 1975847 ALBERTA LTD. (the "COMPANIES")**

**INFORMATION REQUEST SUMMARY**

**AS AT MAY 15, 2023**

**Updated June 7, 2023**

Item #	Description	Received Date		
		Westmount Projects Inc.	2218923 Alberta Ltd.	1975847 Alberta Ltd.
<b>General</b>				
1	All master and copies of the keys, key cards, garage door openers, security codes (if applicable) to all the properties	17-May-23		
2	name, telephone number and email of the directors of the Companies including Abdul Sattar and Gordon Anderson	18-May-23	18-May-23	18-May-23
3	name, telephone number and email for any service providers/advisors such as the property manager, accountant, etc.	18-May-23		
<b>Properties</b>				
4	summary of tenants, including names and detailed contact information for each	28-Apr-23	28-Apr-23	28-Apr-23
5	copies of all leases in place for all of these buildings			
6	a copy of the rent roll(s) for each building	28-Apr-23	28-Apr-23	28-Apr-23
7	updated account statements and/or ledgers for each lease, showing prior and prospective rent obligations, including any account information where any of the rent for the Properties is being deposited or transferred	18-May-23		18-May-23
8	copies of such other books and records as may exist for the Companies, reflecting payment of rents to date and going forward			
9	confirmation of any security deposits held by the Companies in connection with the prevailing tenancies, including amounts, location held and account information for each			
10	copies of most recent financial statements, underlying trial balances, adjusting journal entries and general ledgers as may exist for the Companies, over the past 12 months			
11	copies of the insurance policy, certificate of insurance and confirmation that there are no outstanding premiums			
12	copies of the floor plans for each of the properties			
13	information on any existing or potential environmental concerns (e.g. hazardous waste, spills, asbestos, mold) and copies of all Phase I, II and III environmental site assessments and environmental remediation orders			
14	a list of all current service providers for the Companies in connection with the Properties, without limitation including: <ul style="list-style-type: none"> <li>i. utility providers; and</li> <li>ii. maintenance and related service providers;</li> </ul>			
15	an updated summary of aged accounts payable for the Companies, as concerns the Properties, including but not limited to, any priority amounts owing to Canada Revenue Agency on account of GST or source deductions and any amounts owing to any municipal tax authority and what constitutes those amounts outstanding			
16	an updated summary of any accounts receivable for the Companies (in addition to rents receivable, demanded above), in the event any exist;			
17	Detailed fixed asset listing/register as well as details of any assets that have been disposed of within the past year.			
18	copies of any goods or services agreements as may relate to the above, and any appurtenant records and documentation to the same.			
19	Summary schedule of finance lease, operating lease and hire purchase contracts.			

**WESTMOUNT PROJECTS INC. , 2218923 ALBERTA LTD., and 1975847 ALBERTA LTD. (the "COMPANIES")****INFORMATION REQUEST SUMMARY****AS AT MAY 15, 2023****Updated June 7, 2023**

Item #	Description	Received Date		
		Westmount Projects Inc.	2218923 Alberta Ltd.	1975847 Alberta Ltd.
20	List of all employees, including their position, length of employment, salary and other compensation (as applicable) including: - outstanding amounts due to employees for payroll and vacation pay; - the frequency and amount of regular payroll source deduction remittances; - copies of the most recent remittances for payroll source deductions; and - the balance owing to CRA for payroll source deductions and information on any pending CRA audits.			
21	Information on any outstanding insurance claims, pending litigation or liens filed.			
22	Copies of Bank facility agreements/letters.			
23	List of all Canada Revenue Agency ("CRA") business accounts including most recent correspondence from CRA			
24	Copy of the City of Calgary Fire inspection request for 6-Plex			
25	Security System code for Albert Park			
26	Coinmatic agreements, contact information and any other documentation			
27	City of Calgary property tax search results			
28	Copies of the last 3 months bank statements for the Companies including but not limited to statements from CWB and Servus			

## **APPENDIX "E"**

**IN THE MATTER OF THE RECEIVERSHIP FOR  
WESTMOUNT PROJECTS INC.**

**INFORMATION REQUEST SUMMARY**

**AS AT JUNE 23, 2023**

		Received Date
Item #	Description	Westmount Projects Inc.
<b>General</b>		
1	All master and copies of the keys, key cards, garage door openers, security codes (if applicable) to all the properties	17-May-23
2	name, telephone number and email of the directors of the Companies including Abdul Sattar and Gordon Anderson	18-May-23
3	name, telephone number and email for any service providers/advisors such as the property manager, accountant, etc.	5/18/2023 - partially received from Management Receiver sourced additional information from third parties
<b>Properties</b>		
4	summary of tenants, including names and detailed contact information for each	28-Apr-23
5	copies of all leases in place for all of these buildings	28-Apr-23
6	a copy of the rent roll(s) for each building	28-Apr-23
7	updated account statements and/or ledgers for each lease, showing prior and prospective rent obligations, including any account information where any of the rent for the Properties is being deposited or transferred	5/18/2023 - partially received from Management Receiver sourced additional information from third parties
8	copies of such other books and records as may exist for the Companies, reflecting payment of rents to date and going forward	
9	confirmation of any security deposits held by the Companies in connection with the prevailing tenancies, including amounts, location held and account information for each	
10	copies of most recent financial statements, underlying trial balances, adjusting journal entries and general ledgers as may exist for the Companies, over the past 12 months	Receiver sourced information from third party accounting services previously engaged by Management
11	copies of the insurance policy, certificate of insurance and confirmation that there are no outstanding premiums	Receiver sourced information from insurance brokers identified through its review of BMO and Servus Credit Union bank transaction
12	copies of the floor plans for each of the properties	
13	information on any existing or potential environmental concerns (e.g. hazardous waste, spills, asbestos, mold) and copies of all Phase I, II and III environmental site assessments and environmental remediation orders	
14	a list of all current service providers for the Companies in connection with the Properties, without limitation including: i. utility providers; and ii. maintenance and related service providers;	Receiver sourced information from third parties identified through its review of BMO and Servus Credit Union bank transactions
15	an updated summary of aged accounts payable for the Companies, as concerns the Properties, including but not limited to, any priority amounts owing to Canada Revenue Agency on account of GST or source deductions and any amounts owing to any municipal tax authority and what constitutes those amounts outstanding	
16	an updated summary of any accounts receivable for the Companies (in addition to rents receivable, demanded above), in the event any exist;	
17	Detailed fixed asset listing/register as well as details of any assets that have been disposed of within the past year.	
18	copies of any goods or services agreements as may relate to the above, and any appurtenant records and documentation to the same.	

**IN THE MATTER OF THE RECEIVERSHIP FOR  
WESTMOUNT PROJECTS INC.**

**INFORMATION REQUEST SUMMARY**

**AS AT JUNE 23, 2023**

		Received Date
Item #	Description	Westmount Projects Inc.
19	Summary schedule of finance lease, operating lease and hire purchase contracts.	
20	List of all employees, including their position, length of employment, salary and other compensation (as applicable) including: - outstanding amounts due to employees for payroll and vacation pay; - the frequency and amount of regular payroll source deduction remittances; - copies of the most recent remittances for payroll source deductions; and - the balance owing to CRA for payroll source deductions and information on any pending CRA audits.	N/A - Outside of the scope of these receivership proceedings
21	Information on any outstanding insurance claims, pending litigation or liens filed.	Receiver sourced information from insurance brokers; pending litigations or liens filed remain unanswered by Management
22	Copies of Bank facility agreements/letters.	
23	List of all Canada Revenue Agency ("CRA") business accounts including most recent correspondence from CRA	Receiver sourced information directly from CRA
24	Copies of most recent fire inspection reports	Receiver obtained information directly from the City of Calgary and the Calgary Fire Department
25	Security System code for Albert Park	
26	Coinmatic agreements, contact information and any other documentation	Receiver sourced directly from Coinmatic
27	City of Calgary property tax search results	Receiver sourced information directly from the City of Calgary
28	Copies of the last 3 months bank statements for the Companies including but not limited to statements from CWB and Servus	Receiver sourced information directly from the financial institutions



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