

**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.**  
**1985, c. C-36**  
**AND**  
**IN THE MATTER OF OTSO GOLD CORP., OTSO GOLD OY, OTSO GOLD AB, and**  
**2273265 ALBERTA LTD.**

**PETITIONERS**

**APPLICATION RESPONSE**

Application response of: Petitioners, (the "application respondents")

THIS IS A RESPONSE TO the notice of application of Westech International Pty Ltd. filed December 13, 2021.

**Part 1: ORDERS CONSENTED TO**

The application respondents consent to the granting of the orders set out in the following paragraphs of Part 1 of the notice of application on the following terms: N/A

**Part 2: ORDERS OPPOSED**

The application respondents oppose the granting of the orders set out in paragraphs ALL of Part 1 of the notice of application.

**Part 3: ORDERS ON WHICH NO POSITION IS TAKEN**

The application respondents take no position on the granting of the orders set out in paragraphs N/A of Part 1 of the notice of application.

**Part 4: FACTUAL BASIS**

1. The amount charged by Westech for November, 2021 was US\$119,264.29.

**Part 5: LEGAL BASIS**

1. The purpose of the Initial Order is to preserve the status quo during a restructuring.
2. The Initial Order in this proceeding provides that:

- (a) Westech (and all service providers) cannot cease to provide services unless the debtors fail to pay amounts incurred post-filing;
  - (b) The Company can pay post-filing amounts; and
  - (c) The Company can pay pre-filing amounts in respect of “Wages” and to “Assistants” (which includes consultants) as necessary for the ordinary course of business prior to the filing.
3. The initial order in and of itself balances the rights of creditors and debtors.
  4. It is in the interests of the Petitioners to pay suppliers that are essential to the operations of their business. And there is no basis to constrain the Petitioner’s ability to use its cash as may be required.
  5. The initial order is crafted to preserve the status quo, and should not be altered.
  6. Finally, Lionsbridge, the parent of Westech, has taken the position that the Services Agreement is terminated. It does not lie to take the position that this Court should order security for an obligation that Lionsbridge, Westech’s parent, says does not exist.

**Part 6: MATERIAL TO BE RELIED ON**

1. Affidavit #4 of Thomas Dillenseger, sworn December 14, 2021.

The application respondents estimate that the application will take 10 minutes.

- The application respondent has filed in this proceeding a document that contains the application respondent’s address for service.

Dated: December 14, 2021

  
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Signature

Lawyer for application respondents

**Tim Louman-Gardiner**

THIS APPLICATION RESPONSE is prepared and delivered by Rebecca Morse & Tim Louman-Gardiner of the firm Farris LLP, Barristers & Solicitors, whose place of business and address for service is 2500 – 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B3. Telephone: (604) 684-9151. **Attention: Rebecca Morse & Tim Louman-Gardiner.** Email: [rmorse@farris.com](mailto:rmorse@farris.com), [tlg@farris.com](mailto:tlg@farris.com)