

COURT FILE NUMBER 2301-04941

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

IN THE MATTER OF THE RECEIVERSHIP OF 2215847 ALBERTA LTD.

JUDICIAL CENTRE CALGARY

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 **SUPPLEMENTAL REPORT TO THE THIRD REPORT OF THE COURT-APPOINTED RECEIVER OF 2218923 ALBERTA LTD.**

DATED JUNE 12, 2026

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

Attention: Cassie Poon / Naomi McGregor
Tel: 403-267-1817 / 403-503-1423
Email: caspoon@deloitte.ca / naomcgregor@deloitte.ca

Legal Counsel
DENTONS CANADA LLP
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Calgary, AB T2P 0R8

Attention: John Regush
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APPENDICES

Appendix "A" – Assignment and Assumption Agreement

Introduction and Background

1. This report was prepared as a supplement to the Receiver's Third Report (the "**Third Report Supplement**") to provide this Honourable Court with further information in respect of the Receiver's application seeking, amongst other things, approval of an asset purchase agreement (the "**278 APA**") with 2785373 Alberta Inc. ("**278**" or the "**Purchaser**").
2. Unless otherwise stated, all other capitalized terms not defined in this Third Report Supplement are as defined in the Receiver's Third Report.

Terms of Reference

3. In preparing this Third Report Supplement, 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 Third Report Supplement.
4. 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 Supplement. Any use, which any party makes of the Third Report Supplement, or any reliance or decision to be made based on the Third Report Supplement, is the sole responsibility of such party.

Currency

5. All dollar amounts in this Third Report Supplement are in Canadian dollars, unless otherwise indicated.

Assignment of the Purchase Agreement

6. On June 8, 2026, Pactum Law Barristers and Solicitors, counsel to the Purchaser, advised the Receiver, via its legal counsel, that the Purchaser sought an assignment of the 278 APA to Papelen Consumer Products Inc. (the "**Assignee**"). 278 and the Assignee share a common sole director and shareholder being Ankita Shah. The Receiver understands that the requested assignment is driven by the ability of the Assignee to access certain favourable financing that is not available to 278.
7. Section 10.6 of the 278 APA permits the Purchaser to assign its rights and obligations thereunder with the prior written consent of the Receiver, with such consent not to be unreasonably withheld.
8. The Receiver has considered the requested assignment and has agreed to such assignment on and subject to the terms and conditions set forth in the Assignment and Assumption Agreement attached hereto as **Appendix "A"**.
9. Apart from the substitution of the Purchaser, no other commercial terms of the 278 APA are being amended and the Assignment and Assumption Agreement provides that 278 and the Assignee will remain liable for the performance of the obligations under the 278 APA.
10. The Receiver is satisfied that the proposed assignment does not adversely impact the estate or the integrity of the sale process, and is consistent with the terms of the 278 APA. In addition, the Receiver is satisfied that the assignment does not introduce any incremental closing risk. Accordingly, the Receiver is of the view that its consent to the assignment is reasonable and appropriate in the circumstances.

Conclusions and Recommendations

11. This Supplemental Report is being filed in support of the Receiver's application seeking the following:

- a. Sealing of the Confidential Report; and
- b. Approval of the 278 APA.

* * *

All of which is respectfully submitted at Calgary, Alberta this 12th day of June 2026.

DELOITTE RESTRUCTURING INC.,

In its capacity as Court-appointed Receiver for
2218923 Alberta Ltd.

and not in its personal or corporate capacity

Per:



Cassie Poon, CIRP, LIT
Senior Vice-President

APPENDIX "A"

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the 11th day of June, 2026 (the "Effective Date")

BETWEEN:

DELOITTE RESTRUCTURING INC., in its capacity as Court-appointed receiver and manager of the assets, properties, and undertakings of 2218923 Alberta Ltd. and not in its personal or corporate capacity
(the "Vendor")

- and -

2785373 ALBERTA INC.
(the "Assignor")

- and -

PAPELEN CONSUMER PRODUCTS INC.
(the "Assignee")

RECITALS:

- A. The Vendor and the Assignor entered into a asset purchase agreement made as of February 6, 2026 (as assigned, amended, supplemented, restated and/or otherwise modified to the date hereof, collectively, the "**Purchase Agreement**") for the purchase by the Assignor of all of the Vendor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement);
- B. Pursuant to Section 10.6 of the Purchase Agreement, the Assignor is entitled to assign its rights and obligations under the Purchase Agreement with the prior written consent of the Vendor, not to be unreasonably withheld, subject to the terms and conditions set forth therein;
- C. The Assignor has agreed to assign all of its rights, title, estate and interests under and pursuant to the Purchase Agreement to the Assignee, and the Assignee has agreed to assume all of the obligations of the Assignor pursuant to the Purchase Agreement (the "**Assignment**"); and
- D. The Vendor has agreed to consent to such assignment in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the closing of the transaction set forth in the Purchase Agreement, the mutual covenants set forth herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties agree as follows:

- 1. **Definitions.** Unless otherwise defined in this Agreement, all capitalised terms shall have the meanings given to them in the Purchase Agreement.
- 2. **Assignment by the Assignor.** The Assignor hereby assigns, transfers and sets over on the Effective Date, all of the rights, title, estate and interests of the Assignor, under and pursuant to the Purchase Agreement and the Purchased Assets and all benefits and advantages derived or to be derived therefrom (the "**Assigned Interests**"), to have and to hold the same unto the Assignee absolutely subject to the performance and observance by the Assignee of the terms, conditions and obligations contained in the Purchase Agreement.
- 3. **Acceptance by the Assignee.** The Assignee accepts the assignment of the Assigned Interests of the Assignor and covenants and agrees with the Assignor and the Vendor that the Assignee shall

at all times from and after the Effective Date be bound by, observe, perform, comply with and be responsible for all of the Assignor's obligations, covenants, representations, warranties and liabilities under or arising from the Purchase Agreement to the same extent as if the Assignee was originally named as the Purchaser and had entered into the Purchase Agreement as the original signatory thereto.


4. **Liability of the Assignor.** The Assignor acknowledges that this Assignment does not release it from any of its obligations and liabilities under the Purchase Agreement (including for certainty the obligation to pay the Purchase Price to the Vendor on or before the Closing Date), and it shall remain jointly and severally liable with the Assignee in respect of its obligations and liabilities under the Purchase Agreement. The Assignee hereby covenants and agrees with the Vendor, to perform the obligations and covenants of the Purchaser under the Purchase Agreement, including, but not limited to, the payment of the Purchase Price payable under the Purchase Agreement.
5. **Vendor's Consent.** The Vendor hereby acknowledges and consents to the foregoing Assignment, provided that the Assignor shall not be released from its obligations, covenants, representations, warranties and liabilities under the Purchase Agreement and shall remain jointly and severally responsible with the Assignee in respect thereof, all in accordance with Section 10.6 of the Purchase Agreement.
6. **Further Assurances.** The parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transaction contemplated by this Assignment, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Assignment and carry out its provisions.
7. **Law of Contract.** This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein
8. **Agreement Paramount.** In the event of any conflict, inconsistency or ambiguity between the provisions of this Assignment and of the Purchase Agreement, then the provisions of the Purchase Agreement shall govern and be paramount, and any such provision in this Agreement shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
9. **Counterparts.** This Agreement may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile, electronic transmission, or in pdf. format and all such counterparts shall together constitute one and the same agreement.
10. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party hereto) and permitted assigns.

[Remainder of this page left blank, signature page to follow]

The parties have duly executed this agreement as of the date first written above.

VENDOR:

DELOITTE RESTRUCTURING INC., in its capacity as Court-appointed receiver and manager of the assets, properties, and undertakings of 2218923 Alberta Ltd. and not in its personal or corporate


By: 
Name: Cassie Poon
Title: Senior Vice-President

By: _____
Name:
Title:

We have authority to bind the corporation.

ASSIGNOR:

2785373 ALBERTA INC.


By: 
Name: Ankita Shah
Title: Director

By: _____
Name:
Title:

I/We have authority to bind the corporation.

ASSIGNEE:

PAPELEN CONSUMER PRODUCTS INC.

By: 
Name: Ankita Shah
Title: Director

By: _____
Name:
Title:

I/We have authority to bind the corporation.



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