

**FORM 87**  
**Notice and Statement of the Receiver**  
**(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)**

**IN THE MATTER OF THE RECEIVERSHIP OF**  
**WESTMOUNT PROJECTS INC.**  
**OF THE CITY OF CALGARY**  
**IN THE PROVINCE OF ALBERTA**

The Receiver gives notice and declares that:

1. By Order of the Court of King's Bench of Alberta dated May 15, 2023, Deloitte Restructuring Inc. ("**Deloitte**") was appointed 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 where ever 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.

Descriptions	Book value (\$CDN)
<b>Mortgaged Property</b>	<b>4,500,000</b>
<i>Plan B1 Block 35 Lot 12</i>	
<i>Plan 4479p Block 9 Lots 18 to 20</i>	
<i>Condominium Plan 2011798 Unit 1 to 4</i>	
<b>Serial Number Property</b>	<b>TBD</b>
<i>Four (4) 2021 Miller XYM 350 Welders</i>	
<i>2016 GMC Sierra</i>	
<i>2021 FROR Moel BL714TA2</i>	
<i>Two (2) 2021 Cantra Model DT8314-14K</i>	
<b>Total</b>	<b>4,500,000</b>

\* Amounts are based on information compiled by the Debtor and/or the Debtor's representatives. Deloitte 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, Deloitte expresses no opinion or form of assurance on the information contained herein. The net realizable value of the Property will be significantly lower than the aggregate of the above book values.

2. Deloitte became the Receiver by virtue of being appointed by Order of the Court of King's Bench of Alberta, a copy of which is attached to this Notice as **Schedule "A"**.
3. The Receiver took possession and control of the Property described above on May 15, 2023.
4. The following information relates to the receivership:
  - (a) Mailing Address: 511, 888-4 Ave SW Calgary, AB T2P 0V2
  - (b) Principal line of business: Real Estate
  - (c) Location(s) of businesses: 303 23 Ave SW Calgary, AB T2S 0J3  
1538 27 Ave SW Calgary, AB T2T 1G4  
2615 and 2617 12 Ave SE Calgary, AB T2A 0G1

Amount owed to each creditor who holds a security on the Property described above:

Secured Creditor	Book value (\$CDN)
Bank of Montreal	1,700,000
Horizon Capital	1,200,000
Anderson & Associates	1,000,000
ATB Financial	1
AP Capital Mortgage Investment Corp.	1
Canadian Mortgage Servicing Corporation	1
Canadian Western Bank	1
Diamler Truck Financial	1
Fisayo Ekundayo	1
Mercedes-Benz Financial	1
Servus Credit Union	1
Stride Capital Corp.	1
Summit Acceptance Corp.	1
TSX Trust Company	1
Wells Fargo Equipment Finance	1
Wuraola Ekundayo	1
Quadrum Mortgage Corp.	1
<b>Total</b>	<b>3,900,014</b>

The list of other known creditors and the amount owed to each creditor is as follows:

See attached **Schedule "B"**

(d) The Receiver's intended plan of action during the receivership is to secure and manage the Property and proceed to realize on the Property and optimize realizations.

(e) Contact person for the Receiver:

Christopher Knox  
 Deloitte Restructuring Inc.  
 Suite 700, 850 – 2<sup>nd</sup> Street SW  
 Calgary, AB T2P 0R8  
 Phone: 780-401-3913  
 Email: cknox@deloitte.ca

Dated at the City of Calgary in the Province of Alberta, this 24<sup>th</sup> day of May 2023.

**DELOITTE RESTRUCTURING INC.**

In its capacity as Receiver for  
**the Westmount Projects Inc.**  
 and not in its personal or corporate capacity



Cassie Poon  
 Senior Vice-President

700 Bankers Court, 850 - 2nd Street SW  
 Calgary AB T2P 0R8  
 Phone: (403) 267-1817  
 Fax: (403) 718-3681

**SCHEDULE "A"**  
**Receivership Order**

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**

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**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.



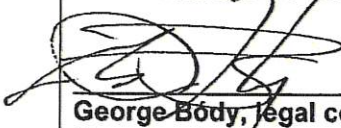


Justice of the Court of King's Bench of Alberta

<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</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:

**SCHEDULE "B"**  
**Unsecured Creditors**

<b>Unsecured Creditor</b>	<b>Book value (\$CDN)</b>
City of Calgary	1.00
CRA	1.00
Enmax	1.00
WBC	1.00

(\*) The listing of unsecured creditors was compiled based on information available to the Receiver as at the date of this Notice and Statement of the Receiver.