



Clerk's Stamp.

COURT FILE NUMBER 2301-04941

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 **ORDER FOR ACTIVITY AND FEE APPROVAL, APPROVAL OF DISTRIBUTION, AND DISCHARGE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attn: John Regush
Ph. (403) 268-7086
File No.: 569588-14

DATE ON WHICH ORDER WAS PRONOUNCED April 23, 2024

LOCATION WHERE ORDER WAS PRONOUNCED Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER The Honourable Justice Lema

UPON THE APPLICATION by Deloitte Restructuring Inc., in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of certain of the undertakings, property and assets of Westmount Projects Inc. (“**Westmount**” or the “**Debtor**”) as more particularly described in the Receivership Order – Westmount Projects Inc. pronounced on May 15, 2023 in the within proceedings (the “**Receivership Order**”) for an order for the final distribution of proceeds, approval of the Receiver's fees and disbursements, approval of the Receiver's activities, and discharge of the Receiver; AND UPON reading the Third Report of the Court-Appointed Receiver of Westmount Projects Inc. dated November 15, 2023 (“**Third Report**”), the Confidential Supplement to the Third Report of the Court-Appointed Receiver of Westmount Projects Inc. dated November 15, 2023 (the “**Confidential Supplement**”), and the Fourth Report of the Court-Appointed Receiver of Westmount Projects Inc. dated April 15, 2024 (the “**Fourth Report**”); AND UPON reading the affidavit of service of Izzy Kowalcze sworn April 19, 2024 (the “**Service Affidavit**”); AND UPON hearing submissions of counsel to the Receiver and such other parties and counsel as are present; AND UPON being satisfied that it is appropriate to do so;

SERVICE

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

APPROVAL OF ACTIVITIES AND ACCOUNTS

2. The Receiver's accounts for fees and disbursements, as set out in the Fourth Report are hereby approved without the necessity of a formal passing of its accounts.
3. The accounts of the Receiver's legal counsel Dentons Canada LLP for their fees and disbursements, as set out in the Fourth Report are hereby approved without the necessity of a formal assessment of their accounts.
4. The Receiver's activities as set out in the Third Report, Confidential Supplement, and Fourth Report and the Statement of Receipts and Disbursements as attached to the Fourth Report, are hereby ratified and approved.

DISTRIBUTIONS

5. The Receiver is authorized and directed to make the following distributions:
 - (a) the amount of \$2,907,061 to Bank of Montreal ("**BMO**");
 - (b) the amount of \$629,729 to Horizon Capital Corporation ("**Horizon**"); and
 - (c) the amount of \$1,057 to the Debtor's trustee in bankruptcy, Deloitte Restructuring Inc.
6. The Receiver is authorized and directed to hold back the sum of \$163,801 ("**Holdback**"), to be applied to unpaid and future fees of the Receiver and its counsel, without the necessity of further approval of such fees. The Receiver shall distribute any unused portion of the Holdback as follows:
 - (a) 95% to Horizon; and
 - (b) 5% to the Debtor's trustee in bankruptcy, Deloitte Restructuring Inc.

RELEASE AND STAY

7. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.
8. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.

DISCHARGE OF RECEIVER

9. Upon the Receiver filing with the Clerk of the Court a Receiver's Completion Certificate confirming that:
- (a) all matters set out in paragraphs 5 and 6 of this Order have been completed; and
 - (b) the activities described at paragraph 61 of the Fourth Report, have been completed;

then the Receiver shall be discharged as Receiver of the Debtor, provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.

MISCELLANEOUS

10. The Receiver shall provide any physical books and records of the Debtor to the Debtor's trustee in bankruptcy, Deloitte Restructuring Inc.
11. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by Facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
12. Service of this Order on any party not attending this application is hereby dispensed with.



Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

Clerk's Stamp:

COURT FILE NUMBER	2301-04941
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	<u>RECEIVER'S COMPLETION CERTIFICATE – WESTMOUNT PROJECTS INC.</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: Derek Pontin / John Regush Ph. (403) 268-6301 / 7086 Fx. (403) 268-3100 File No.: 131079-102

RECITALS

- A. Pursuant to an Order of the Honourable Justice Lema of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated May 15, 2023, Deloitte Restructuring Inc. was appointed as the receiver (the "**Receiver**") of certain of the undertakings, property and assets of Westmount Projects Inc. ("**Westmount**" or the "**Debtor**").
- B. Pursuant to an Order of the Court dated April 23, 2024 (the "**Discharge Order**"), the Court ordered that the Receiver would be discharged as Receiver of the Debtor upon the delivery by the Receiver of a certificate confirming that the activities set out at paragraph 61 (the "**Remaining Activities**") of the Fourth Report of the Receiver dated April 15, 2024 (the "**Fourth Report**") and all matters set out in paragraphs 5 and 6 of the Discharge Order have been completed.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

- 1. The Remaining Activities have been completed.
- 2. All matters set out in paragraphs 5 and 6 of the Discharge Order have been completed.

3. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

DELOITTE RESTRUCTURING INC., in its capacity as Court-appointed receiver and manager of certain of the assets, properties, and undertakings of Westmount Projects Inc. and not in its personal or corporate capacity.

Per: _____

Name:

Title: