



COURT FILE NUMBER

2301-04941

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF RENTS FOR
WESTMOUNT PROJECTS INC., 2218923 ALBERTA LTD., AND
1975874 ALBERTA LTD.

PLAINTIFF

BANK OF MONTREAL

DEFENDANTS

WESTMOUNT PROJECTS INC., 2218923 ALBERTA LTD., AND
1975874 ALBERTA LTD.

DOCUMENT

**FIRST REPORT OF THE COURT-APPOINTED INTERIM
RECEIVER OF RENTS**

DATED MAY 10, 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

Attention: Cassie Poon
Tel: 403-267-1817
Email: 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

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Introduction and background

1. By Order of the Court of King’s Bench of Alberta (the “**Court**”) dated April 27, 2023 (the “**Interim Receiver of Rents Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the Interim Receiver of Rents (the “**Rent Receiver**”), without security, to collect rents for the five (5) properties legally described in the table below (collectively the “**Properties**”). The Properties are owned by Westmount Projects Inc. (“**Westmount**”), 1975847 Alberta Ltd. (“**197**”) and 2218923 Alberta Ltd (“**221**”), (collectively, the “**Companies**” or the “**Debtors**”). A copy of the Interim Receiver of Rents Order is attached hereto as **Appendix “A”**.

Legal Land Description	Municipal Address	City	Province	Postal Code
Westmount Projects Inc.				
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
2218923 Alberta Ltd.				
Plan 6293JK Block 3	1516 Brier Park Crescent NW	Medicine Hat	AB	T1C 1T9
1975847 Alberta Ltd.				
Plan 0113682 Block 2 Lot 5	1496 Brier Park Crescent NW	Medicine Hat	AB	T1C 1T9

2. The Interim Receiver of Rents Order was granted as a result of an application by Bank of Montreal (“**BMO**”), who has registered security interest in respect of the Properties. The application, except for the relief granted in respect of the Interim Receiver of Rents Order, was adjourned and the application is returnable on May 10, 2023 at 10:00 AM (the “**Return Date**”). A copy of the Adjournment Order is attached hereto as **Appendix “B”**.
3. Westmount Projects Inc. (“**Westmount**”) is a private company incorporated in the Province of Alberta on January 20, 2015 and is wholly owned by Mr. Gordon Anderson. Westmount is a real estate holding company for approximately 17 residential properties. Only three (3) of the 17 Westmount properties are subject to the Interim Receiver of Rents Order. The Westmount properties, subject to the rent receivership, have a total of 18 units with no vacancies.
4. 1975847 Alberta Ltd. (“**197**”) is a private company incorporated in the Province of Alberta on June 13, 2016 and is a wholly owned subsidiary of Westmount. Mr. Abdul Sattar is the sole director of 197. 197 is a real estate holding company for one (1) commercial property located in Medicine Hat, Alberta with three (3) tenants occupying the 197 property.
5. 2218923 Alberta Ltd (“**221**”) is a private company incorporated in the Province of Alberta on October 18, 2019 and is a wholly owned subsidiary of Westmount. Mr. Abdul Sattar is the sole director of 221. 221 is a real estate holding company for one (1) commercial property located in Medicine Hat, Alberta with only one (1) tenant occupying the 221 property.
6. The Rent Receiver understands that Ms. Kate Steele of YYC Legal, manages the Properties, and has been collecting rents to date and maintains the books and records for the Companies.
7. The Interim Receiver of Rents Order, the Adjournment Order, related supplementary documents (as provided to the Rent Receiver), and this first report of the Rent Receiver (this “**First Interim Report**”) are posted on the Rent Receiver’s website at www.insolvencies.deloitte.ca/en-ca/Westmount.
8. Unless otherwise stated, all other capitalized terms not defined in this First Interim Report are as defined in the Interim Receiver of Rents Order and/or Adjournment Order.

Purpose

9. The purpose of this First Interim Report is to:
 - a. Provide the Court with additional information in respect of the Properties; and
 - b. Provide the Court with an update of the Rent Receiver's activities since April 27, 2023, the date the Interim Receiver of Rents Order was granted.

Terms of Reference

10. In developing this First Interim Report, the Rent Receiver has relied upon unaudited financial information prepared by the Debtors' management, the Debtors' books and records and discussions with its management. The Rent 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 Rent Receiver expresses no opinion or other form of assurance in respect of the information.

Currency

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

Rent Receiver's Activities

12. The Rent Receiver has undertaken the following activities:

- a. Instructed Ms. Steel to forward any rent payments for Westmount, 197 and 221 to the Rent Receiver;
- b. Requested books and records on April 28, 2023 including but not limited to: i) rent roll summaries, ii) copies of lease agreements, iii) insurance policies, iv) property tax statements, and v) list of service providers. As at the date of this First Interim Report the information request has not been completed. The detailed information request and outstanding items is attached as **Appendix "C"**;
- c. On May 5, 2023, the Rent Receiver followed up with Ms. Steele with respect to the outstanding information. As at the date of the First Interim Report, the Rent Receiver has not received any response from Ms. Steele;
- d. Opened three (3) trust accounts in the name of Westmount, 197 and 221 estate, each to facilitate receipts and disbursements;
- e. Emailed letters to all tenants of the Properties notifying them of the Rent Receiver's appointment and provided payment instructions for future rents until further notice;
- f. Collected a total of \$87,566 as at May 9, 2023 for the May 2023 rents (excluding GST where applicable). As at the date of this First Interim Report, the schedule of rents collected is detailed in the chart below;

	Units	Monthly rental income	Collected May 2023	Outstanding Rents
Westmount Projects Inc.				
<u>Plan B1 Block 35 Lot 12</u>				
303 23 Avenue SW, Calgary AB	8	8,170	6,600	1,570
<u>Plan 4479p Block 9 Lots 18 to 20</u>				
1538 27 Avenue SW, Calgary AB	6	7,470	6,470	1,000
<u>Condominium Plan 2011798 Unit 1 to 4</u>				
2617 12 Avenue SE, Calgary AB	1	2,295	2,295	-
#1 - 2615 12 Avenue SE	1	2,295	2,295	-
#2 - 2615 12 Avenue SE	1	2,295	2,295	-
#3 - 2615 12 Avenue SE	1	2,295	2,295	-
	18	24,820	22,250	2,570
2218923 Alberta Ltd.				
<u>Plan 6293JK Block 3</u>				
1516 Brier Park Crescent NW, Medicine Hat, AB	1	38,316	38,316	-
1975847 Alberta Ltd.				
<u>Plan 0113682 Block 2 Lot 5</u>				
1496 Brier Park Crescent NW, Medicine Hat, AB	3	56,610	27,000	29,610
Total	22	119,746	87,566	32,180

- g. Followed up with tenants via email and/or telephone regarding outstanding rents totalling \$32,180, as shown above. The Rent Receiver understands that:

- i. \$27,360 of the outstanding rental payments are in transit and being processed as at the date of this First Interim Report;
 - ii. One (1) of the 197 tenants advised the Rent Receiver that \$3,500 was prepaid; however, this amount has not yet been forwarded to the Rent Receiver from the Debtor and/or its representative; and
 - iii. Two (2) of the Westmount tenants advised the Rent Receiver that a total of \$1,320 was paid via Interac email transfer to Westmount on or around May 1, 2023; however, these amounts have not yet been forwarded to the Rent Receiver from Westmount.
- h. Corresponded with Dentons, the Rent Receiver's legal counsel on various legal matters relating to the receivership of rents;
- i. Corresponded with tenants and other stakeholders; and
 - j. Addressed additional matters as they arose from time to time.

Creditors and Secured Charges

Westmount Properties

13. The Rent Receiver obtained the most recent copy of the Alberta Land Title Certificates for each of the Properties.
14. The Land Title Certificate for 303 23 Avenue SW, Calgary, Alberta, attached hereto as **Appendix "D"**, describes the following:
 - a. BMO registered a mortgage dated December 11, 2017 in the original principal amount of \$1.7 million. BMO also registered a caveat for assignment of rents and leased on the same day;
 - b. Horizon Capital Corporation ("**Horizon**") registered a mortgage dated May 13, 2021 in the original principal amount of \$1.2 million. Horizon also registered a caveat for assignment of rents and leased on the same day; and
 - c. Anderson & Associates Financial Corp. registered a mortgage dated January 24, 2023 in the original principal amount of \$1.0 million.
15. The Land Title Certificate for 1538 27 Avenue SW, Calgary, Alberta, attached hereto as **Appendix "E"**, describes the following:
 - a. BMO registered a mortgage dated December 11, 2017 in the original principal amount of \$1.7 million. BMO also registered a caveat for assignment of rents and leased on the same day;
 - b. Horizon registered a mortgage dated May 13, 2021 in the original principal amount of \$1.2 million. Horizon also registered a caveat for assignment of rents and leased on the same day; and
 - c. Anderson & Associates Financial Corp. registered a mortgage dated January 24, 2023 in the original principal amount of \$1.0 million.
16. The Land Title Certificate for 2617 12 Avenue SE, Calgary, Alberta, attached hereto as **Appendix "F"**, describes the following:
 - a. BMO registered a mortgage dated August 5, 2020 in the original principal amount of \$1.1 million. BMO also registered a caveat for assignment of rents and leased on the same day; and
 - b. Horizon registered a mortgage dated May 13, 2021 in the original principal amount of \$1.2 million. Horizon also registered a caveat for assignment of rents and leased on the same day.
17. The Land Title Certificate for Unit 1, 2615 12 Avenue SE, Calgary, Alberta, attached hereto as **Appendix "G"**, indicates the following:
 - a. BMO registered a mortgage dated August 5, 2020 in the original principal amount of \$1.1 million. BMO also registered a caveat for assignment of rents and leased on the same day; and
 - b. Horizon registered a mortgage dated May 13, 2021 in the original principal amount of \$1.2 million. Horizon also registered a caveat for assignment of rents and leased on the same day.
18. The Land Title Certificate for Unit 2, 2615 12 Avenue SE, Calgary, Alberta, attached hereto as **Appendix "H"**, describes the following:

- a. BMO registered a mortgage dated August 5, 2020 in the original principal amount of \$1.1 million. BMO also registered a caveat for assignment of rents and leased on the same day; and
 - b. Horizon registered a mortgage dated May 13, 2021 in the original principal amount of \$1.2 million. Horizon also registered a caveat for assignment of rents and leased on the same day.
19. The Land Title Certificate for Unit 3, 2615 12 Avenue SE, Calgary, Alberta, attached hereto as **Appendix "I"**, describes the following:
- a. BMO registered a mortgage dated August 5, 2020 in the original principal amount of \$1.1 million. BMO also registered a caveat for assignment of rents and leased on the same day; and
 - b. Horizon registered a mortgage dated May 13, 2021 in the original principal amount of \$1.2 million. Horizon also registered a caveat for assignment of rents and leased on the same day.

221 Properties

20. The Land Title Certificate for 1516 Brier Park Crescent NW, Medicine Hat, Alberta, attached hereto as **Appendix "J"**, describes the following:
- a. BMO registered a mortgage dated January 6, 2020 in the original principal amount of \$2.0 million. BMO also registered a caveat for assignment of rents and leased on the same day; and
 - b. Olympia Trust Company registered a mortgage dated January 18, 2023 in the original principal amount of \$397,000.

197 Properties

21. The Land Title Certificate for 1496 Brier Park Crescent NW, Medicine Hat, Alberta, attached hereto as **Appendix "K"**, describes the following:
- a. BMO registered a mortgage dated July 2, 2019 in the original principal amount of \$8.0 million. BMO also registered a caveat for assignment of rents and leased on the same day; and
 - b. The City of Medicine Hat registered a tax notification dated April 26, 2021.
22. BMO provided the Rent Receiver with a copy of the outstanding property tax roll for 197 from the City of Medicine Hat dated May 1, 2023, which reflected an outstanding balance owing of approximately \$273,000.

Conclusions

23. The foregoing is provided to the Court in the manner of update.

* * *

All of which is respectfully submitted at Calgary, Alberta this 9th day of May 2023.

DELOITTE RESTRUCTURING INC.,

In its capacity as Interim Receiver of Rents for
the Properties as defined above
and not in its personal or corporate capacity
Per:



Cassie Poon, CIRP, LIT
Senior Vice-President

Appendix A –
Interim Receiver of Rents Order -
Westmount Projects Inc.

COURT FILE NUMBER: 2301-04941
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF BANK OF MONTREAL



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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

INTERIM RECEIVER OF RENTS ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

I hereby certify this to be a true copy of the original Order
Dated this 2 day of May 2023

Hermosa Goh
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: APRIL 27, 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., 2218923 Alberta Ltd. and 1975847 Alberta Ltd. (collectively, the “**Debtors**”); **AND UPON** having read the Application, the Affidavit of Trevor Bauer sworn and filed on April 17, 2023, the Affidavit of Amber Rapley sworn on April 27, 2023, Affidavit of Gordon Anderson sworn on April 27, 2023, and the Affidavit of Service of Joy Mutuku sworn on April 27, 2023; **AND UPON** noting the consent of Deloitte Restructuring Inc. to act as interim rent receiver of the Debtors, filed; **AND UPON** hearing from counsel for BMO, counsel for the Defendants Westmount Projects Inc., 2218923 Alberta Ltd. and 1975847 Alberta Ltd., counsel for Deloitte Restructuring Inc., and other counsel and 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. Deloitte Restructuring Inc. is hereby appointed as interim receiver of rents (the “**Rent Receiver**”) pursuant to section 13(2) of the *Judicature Act*, RSA 2000, c J-2, without security, to collect rents from the properties legally described as follows:

Westmount Projects Inc.

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

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 “**Property**”).

RENT RECEIVER'S POWERS

3. The Rent Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, as follows:
 - (a) to use commercially reasonable efforts to take possession of and exercise control over the rent proceeds arising from the Property, without limitation including all rent proceeds, receipts and receivables (collectively, the “**Rent Proceeds**”) arising out of or from the Property;
 - (b) to determine, assess and pay from the Rent Proceeds, in the Rent Receiver’s absolute discretion, such costs and expenses associated with the Property as are deemed by the Rent Receiver to be necessary for basic maintenance and preservation of the Property, including, for example and without limitation, utility amounts;

- (c) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in respect of Rent Proceeds and to exercise all remedies of the Debtors in collecting Rent Proceeds, including, without limitation, to enforce any covenants, rights and security held by the Debtors;
- (d) to report to, meet with and discuss with such affected Persons (as defined below) as the Rent Receiver deems appropriate for all matters relating to collecting the Rent Proceeds and to share information, subject to such terms as to confidentiality as the Rent Receiver deems advisable;
- (e) to report from time to time to the Court in matters relating to the collecting and use of the Rent Proceeds,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (i) The Debtors, (ii) all of their 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 Rent Receiver of the existence of any Rent Proceeds in such Person's possession or control, shall grant immediate and continued access to the Rent Proceeds to the Receiver.
- 5. In order to allow the Rent Receiver to collect the Rent Proceeds, all Persons shall forthwith advise the Rent 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 business or affairs of the Debtors, 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 Rent Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Rent 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 Rent 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 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 Rent Receiver for the purpose of allowing the Rent 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 Rent Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Rent Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Rent Receiver with all such assistance in gaining immediate access to the information in the Records as the Rent Receiver may in its discretion require including providing the Rent Receiver with instructions on the use of any computer or other system and providing the Rent 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 Rent Receiver except with the written consent of the Rent Receiver or with leave of this Court.

NO INTERFERENCE WITH THE RECEIVER

8. 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 respect of the Property in favour of or held by the Debtors, except with the written consent of the Rent Receiver, or leave of this Court.

RECEIVER TO HOLD FUNDS

9. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Rent Receiver in respect of the Rent Proceeds from and after the making

of this Order from any source whatsoever, 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 Rent Receiver (the “**Post Rent-Receivership Accounts**”) and the monies standing to the credit of such Post Rent-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Rent Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

10. (a) Notwithstanding anything in any federal or provincial law, the Rent Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Rent Receiver's appointment; or
 - (ii) after the Rent Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Rent Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Rent 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 Rent Receiver to remedy any environmental condition or environmental damage affecting the Property, the Rent 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 Rent Receiver, if the order is in effect when the Rent Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Rent 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 Rent Receiver, if the order is in effect when the Rent Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Rent 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 Rent 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

11. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Rent 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 Rent Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

RECEIVER'S ACCOUNTS

12. The Rent Receiver and counsel to the Rent Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Rent Receiver and counsel to the Rent Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Rent Receiver's Charge**") on the Rent Proceeds and Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Rent Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Rent Receiver's Charge

shall form a first charge on the Rent Proceeds and 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*.

13. The Rent Receiver and its legal counsel shall pass their accounts from time to time.
14. Prior to the passing of its accounts, the Rent Receiver shall be at liberty from time to time to apply reasonable amounts, out of the Rent Proceeds and other monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Rent Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

ALLOCATION

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

GENERAL

16. The Rent Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
17. 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 Rent Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
18. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Rent 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.
19. Service of this Order shall be deemed good and sufficient by
 - (i) serving the same on 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.

A handwritten signature in black ink, appearing to read "M. J. Hanna". The signature is written in a cursive style with a large, sweeping flourish at the end.

Justice of the Court of King's Bench of Alberta

Appendix B –
Adjournment Order –
Westmount Projects Inc.

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 **ADJOURNMENT ORDER** I hereby certify this to be a true copy of the original Order
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP Dated this 2 day of May 2023
2100, 222 - 3rd Ave SW Hermosa Czek
Calgary, Alberta T2P 0B4 for Clerk of the Court
Phone: 403.693.5420/4347
Fax: 403.508.4349
Attention: Ryan Zahara/Catrina Webster
File: 0000948.00573/574

DATE ON WHICH ORDER WAS PRONOUNCED: **APRIL 27, 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., 2218923 Alberta Ltd. and 1975847 Alberta Ltd. (collectively, the “**Debtors**”); **AND UPON** having read the application (the “**Application**”) filed on April 18, 2023 of BMO to appoint a receiver over the Debtors, the Affidavit of Trevor Bauer sworn and filed on April 17, 2023, the Affidavit of Amber Rapley sworn on April 27, 2023, Affidavit of Gordon Anderson sworn on April 27, 2023, and the Affidavit of Service of Joy Mutuku sworn on April 27, 2023; **AND UPON** having granted the receiver of rents order (the “**Receiver of Rents Order**”) on April 27, 2023; **AND UPON** hearing from counsel for BMO, counsel for the Debtors, 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:

ADJOURNMENT

1. The Application (except the relief granted in respect of the Receiver of Rents Order) to appoint a receiver over certain of the property of Westmount Projects Inc. and all of the property of 2218923 Alberta Ltd. and 1975847 Alberta Ltd. is hereby adjourned and the Application is returnable on May 10, 2023 at 10:00 a.m. (the “**Return Date**”)
2. The following timelines apply in respect of the steps leading up to the Return Date:
 - (a) On or before May 5, 2023 at 12:00 p.m. the Debtors shall serve any additional evidence or authorities that they intend to rely on at the Return Date;
 - (b) On or before May 8, 2023 at 4:00 p.m., BMO shall serve any additional evidence or authorities that it intends to rely on at the Return Date; and
 - (c) If there is any questioning is to be completed on any of the additional evidence to be relied upon by either party it shall be done on or before May 9, 2023.
3. 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

Appendix C – Information Request Summary

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF RENTS FOR
WESTMOUNT PROJECTS INC. , 2218923 ALBERTA LTD., and 1975847 ALBERTA LTD.
INFOMRATION REQUEST SUMMARY
AS AT MAY 9, 2023**

Item #	Description	Received Date	Status
Properties			
1	summary of tenants, including names and detailed contact information for each;	28-Apr-23	Received
2	copies of all leases in place for all of these buildings;	28-Apr-23	Received
3	a copy of the rent roll(s) for each building	28-Apr-23	Received
4	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;		Outstanding as at May 9, 2023
5	copies of such other books and records as may exist for the Companies, reflecting payment of rents to date and going forward;		Outstanding as at May 9, 2023
6	confirmation of any security deposits held by the Companies in connection with the prevailing tenancies, including amounts, location held and account information for each		Outstanding as at May 9, 2023
7	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		Outstanding as at May 9, 2023
8	copies of the insurance policy, certificate of insurance and confirmation that there are no outstanding premiums		Outstanding as at May 9, 2023
Disbursements			
9	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;		Outstanding as at May 9, 2023
10	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		Outstanding as at May 9, 2023
11	an updated summary of any accounts receivable for the Companies (in addition to rents receivable, demanded above), in the event any exist;		Outstanding as at May 9, 2023
12	copies of any goods or services agreements as may relate to the above, and any appurtenant records and documentation to the same.		Outstanding as at May 9, 2023

Appendix D –
Plan B1 Block 35 Lot 12



LAND TITLE CERTIFICATE

B
LINC SHORT LEGAL TITLE NUMBER
0018 322 058 SB1;35;12 171 092 524

LEGAL DESCRIPTION

PLAN B1
BLOCK 35
LOT 12

ATS REFERENCE: 5;1;24;10;NW
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 991 233 939

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
171 092 524	04/05/2017	TRANSFER OF LAND	\$1,350,000	CASH & MORTGAGE

OWNERS

WESTMOUNT PROJECTS INC.
OF 2440 KENSINGTON ROAD NW
CALGARY
ALBERTA T2N 3S1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
931 118 234	26/05/1993	CAVEAT RE : LEASE CAVEATOR - COINAMATIC PACIFIC LTD. 3048 - 9 STREET S.E., CALGARY ALBERTA AGENT - EDWIN L WOOLLEY
171 281 187	11/12/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

171 092 524

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - BANK OF MONTREAL.
MORTGAGE SERVICE CENTRE
865 HARRINGTON COURT
BURLINGTON
ONTARIO L7N3P3
AGENT - STEPHEN KACZKOWSKI

171 281 188 11/12/2017 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
101 CROWFOOT WAY NW
CALGARY
ALBERTA T3G2R2
ORIGINAL PRINCIPAL AMOUNT: \$1,700,000

211 095 419 13/05/2021 MORTGAGE
MORTGAGEE - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$1,200,000

211 095 420 13/05/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
AGENT - BRANDON K HANS

231 023 849 24/01/2023 MORTGAGE
MORTGAGEE - ANDERSON & ASSOCIATES FINANCIAL CORP.
2440 KENSINGTON RD NW
CALGARY
ALBERTA T2N3S1
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

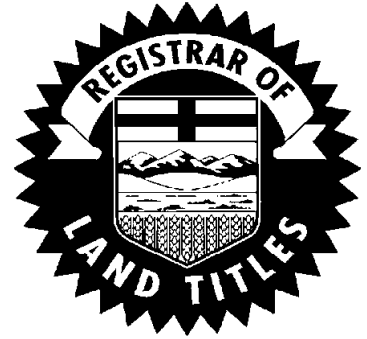
TOTAL INSTRUMENTS: 006

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 09:02 A.M.

ORDER NUMBER: 46993485

CUSTOMER FILE NUMBER: 04496541-PLA



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Appendix E –
Plan B4479P Block 9 Lot 18 to 20
Inclusive



LAND TITLE CERTIFICATE

B
LINC SHORT LEGAL TITLE NUMBER
0014 733 026 4479P;9;18-20 171 281 186

LEGAL DESCRIPTION
PLAN 4479P
BLOCK 9
LOTS 18 TO 20 INCLUSIVE

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;8;S

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 151 241 451

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
171 281 186	11/12/2017	TRANSFER OF LAND	\$1,350,000	SEE INSTRUMENT

OWNERS

WESTMOUNT PROJECTS INC.
OF 2440 KENSINGTON ROAD NW
CALGARY
ALBERTA T2N 3S1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
171 281 187	11/12/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BANK OF MONTREAL. MORTGAGE SERVICE CENTRE 865 HARRINGTON COURT BURLINGTON ONTARIO L7N3P3 AGENT - STEPHEN KACZKOWSKI
171 281 188	11/12/2017	MORTGAGE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
171 281 186

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

MORTGAGEE - BANK OF MONTREAL.
101 CROWFOOT WAY NW
CALGARY
ALBERTA T3G2R2
ORIGINAL PRINCIPAL AMOUNT: \$1,700,000

211 095 419 13/05/2021 MORTGAGE
MORTGAGEE - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$1,200,000

211 095 420 13/05/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
AGENT - BRANDON K HANS

231 023 849 24/01/2023 MORTGAGE
MORTGAGEE - ANDERSON & ASSOCIATES FINANCIAL CORP.
2440 KENSINGTON RD NW
CALGARY
ALBERTA T2N3S1
ORIGINAL PRINCIPAL AMOUNT: \$1,000,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 07:16 A.M.

ORDER NUMBER: 46992291

CUSTOMER FILE NUMBER: 04496542-PLA



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Appendix F –
Plan 4349HO Block 5 Lot 5



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0038 735 222 2011798;1 201 195 672

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

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;24;16;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 171 275 607

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
201 195 672	26/10/2020	CONDOMINIUM	PLAN		

OWNERS

WESTMOUNT PROJECTS INC.
OF 2440 KENSINGTON RD NW
CALGARY
ALBERTA T2N 3S1

(DATA UPDATED BY: CHANGE OF ADDRESS 211168370)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
201 135 553	05/08/2020	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 350-7 AVENUE SW CALGARY ALBERTA T4N4A6

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

201 195 672

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$1,100,000

201 135 554 05/08/2020 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
C/O BURSTALL LLP
1600, 333 - 7 AVENUE SW
CALGARY
ALBERTA T2P2Z1
AGENT - GREGORY SCOTT WALTER

211 095 419 13/05/2021 MORTGAGE
MORTGAGEE - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$1,200,000

211 095 420 13/05/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
AGENT - BRANDON K HANS

211 120 869 22/06/2021 CERTIFICATE OF LIS PENDENS

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 01:56 P.M.

ORDER NUMBER: 47000581

CUSTOMER FILE NUMBER: 04496545-434



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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Appendix G –
Plan 4349HO Block 5 Lot 5-2



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0038 735 230 2011798;2 201 195 672 +1

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

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;24;16;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 171 275 607

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
201 195 672	26/10/2020	CONDOMINIUM PLAN		

OWNERS

WESTMOUNT PROJECTS INC.
OF 2440 KENSINGTON RD NW
CALGARY
ALBERTA T2N 3S1

(DATA UPDATED BY: CHANGE OF ADDRESS 211168370)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
201 135 553	05/08/2020	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 350-7 AVENUE SW CALGARY ALBERTA T4N4A6

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

201 195 672 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$1,100,000

201 135 554 05/08/2020 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
C/O BURSTALL LLP
1600, 333 - 7 AVENUE SW
CALGARY
ALBERTA T2P2Z1
AGENT - GREGORY SCOTT WALTER

211 095 419 13/05/2021 MORTGAGE
MORTGAGEE - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$1,200,000

211 095 420 13/05/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
AGENT - BRANDON K HANS

211 120 869 22/06/2021 CERTIFICATE OF LIS PENDENS

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 01:56 P.M.

ORDER NUMBER: 47000581

CUSTOMER FILE NUMBER: 04496545-434



END OF CERTIFICATE

(CONTINUED)

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Appendix H –
Plan 4349HO Block 5 Lot 5-3



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0038 735 248 2011798;3 201 195 672 +2

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

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;24;16;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 171 275 607

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
201 195 672	26/10/2020	CONDOMINIUM	PLAN		

OWNERS

WESTMOUNT PROJECTS INC.
OF 2440 KENSINGTON RD NW
CALGARY
ALBERTA T2N 3S1

(DATA UPDATED BY: CHANGE OF ADDRESS 211168370)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
201 135 553	05/08/2020	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 350-7 AVENUE SW CALGARY ALBERTA T4N4A6

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

201 195 672 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$1,100,000

201 135 554 05/08/2020 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
C/O BURSTALL LLP
1600, 333 - 7 AVENUE SW
CALGARY
ALBERTA T2P2Z1
AGENT - GREGORY SCOTT WALTER

211 095 419 13/05/2021 MORTGAGE
MORTGAGEE - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$1,200,000

211 095 420 13/05/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
AGENT - BRANDON K HANS

211 120 869 22/06/2021 CERTIFICATE OF LIS PENDENS

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 01:56 P.M.

ORDER NUMBER: 47000581

CUSTOMER FILE NUMBER: 04496545-434



END OF CERTIFICATE

(CONTINUED)

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Appendix I –
Plan 4349HO Block 5 Lot 5-4



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0038 735 256 2011798;4 201 195 672 +3

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

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;24;16;SW

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 171 275 607

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
201 195 672	26/10/2020	CONDOMINIUM	PLAN		

OWNERS

WESTMOUNT PROJECTS INC.
OF 2440 KENSINGTON RD NW
CALGARY
ALBERTA T2N 3S1

(DATA UPDATED BY: CHANGE OF ADDRESS 211168370)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
201 135 553	05/08/2020	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 350-7 AVENUE SW CALGARY ALBERTA T4N4A6

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

201 195 672 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$1,100,000

201 135 554 05/08/2020 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
C/O BURSTALL LLP
1600, 333 - 7 AVENUE SW
CALGARY
ALBERTA T2P2Z1
AGENT - GREGORY SCOTT WALTER

211 095 419 13/05/2021 MORTGAGE
MORTGAGEE - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$1,200,000

211 095 420 13/05/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HORIZON CAPITAL CORPORATION.
3200 TELUS HOUSE, SOUTH TOWER
10020 100 STREET
EDMONTON
ALBERTA T5J0N3
AGENT - BRANDON K HANS

211 120 869 22/06/2021 CERTIFICATE OF LIS PENDENS

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 01:56 P.M.

ORDER NUMBER: 47000581

CUSTOMER FILE NUMBER: 04496545-434



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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Appendix J –
Plan 6293JK Block 3



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 241 253 6293JK;3 201 002 239

LEGAL DESCRIPTION
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

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;6;13;1;NW
ATS REFERENCE: 4;6;13;2

MUNICIPALITY: CITY OF MEDICINE HAT

REFERENCE NUMBER: 151 141 736

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
201 002 239	06/01/2020	TRANSFER OF LAND	\$2,200,000	SEE INSTRUMENT

OWNERS

2218923 ALBERTA LTD.
OF 2440 KENSINGTON ROAD NW
CALGARY
ALBERTA T2N 3S1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 029 229	07/04/1975	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF MEDICINE HAT. AS TO PORTION OR PLAN:6294JK
751 046 246	16/05/1975	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

201 002 239

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY

ALBERTA T2A7W7

AS TO PORTION OR PLAN:4729GO

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 001297010)

(DATA UPDATED BY: CHANGE OF NAME 051006926)

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 061408799)

(DATA UPDATED BY: CHANGE OF ADDRESS 091108634)

201 002 240 06/01/2020 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
350 7 AVENUE SW, CALGARY
ALBERTA T2P3N9
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

201 002 241 06/01/2020 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
ATTN MANAGER
350-7 AVENUE SW, 2 FLOOR
CALGARY
ALBERTA T2P0X4
AGENT - MOHAMMED ALI MEMON

231 017 087 18/01/2023 MORTGAGE
MORTGAGEE - OLYMPIA TRUST COMPANY.
P.O. BOX 2581, STN CENTRAL
CALGARY
ALBERTA T2P1C8
ORIGINAL PRINCIPAL AMOUNT: \$397,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 07:17 A.M.

ORDER NUMBER: 46992300

CUSTOMER FILE NUMBER: 04496546-PLA



END OF CERTIFICATE

(CONTINUED)

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THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .

Appendix K –
Plan 0113682 Block 2 Lot 5



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0029 158 855 0113682;2;5 191 129 398

LEGAL DESCRIPTION
PLAN 0113682
BLOCK 2
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.312 HECTARES (8.18 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;6;13;2;NW

MUNICIPALITY: CITY OF MEDICINE HAT

REFERENCE NUMBER: 141 254 052

REGISTRATION	DATE (DMY)	DOCUMENT	REGISTERED OWNER(S) TYPE	VALUE	CONSIDERATION
191 129 398	02/07/2019	TRANSFER OF LAND		\$11,200,000	CASH & MTGE

OWNERS
1975847 ALBERTA LTD.
OF 2440 KENSINGTON ROAD NW
CALGARY
ALBERTA T2N 3S1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
2451JA .	12/08/1964	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF MEDICINE HAT. AS TO PORTION OR PLAN:2540JK "60 FOOT R/W" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 021164250) (DATA UPDATED BY: CHANGE OF ADDRESS 091111937) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
191 129 398

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

OF WAY 181129448)

741 025 093 20/03/1974 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF MEDICINE HAT.
AS TO PORTION OR PLAN:6294JK
"50 FOOT R/W, DISCHARGED AS TO PORTION DESCRIBED BY
NO 891266881"

011 150 737 01/06/2001 DISCHARGE OF UTILITY RIGHT OF WAY 741025093
PARTIAL
"DISCHARGED AS TO REMAINDER OF RIGHT OF WAY 'B' ON
PLAN 6294 JK"

191 129 399 02/07/2019 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
350 7 AVENUE SW, CALGARY
ALBERTA T2P3N9
ORIGINAL PRINCIPAL AMOUNT: \$8,000,000

191 129 400 02/07/2019 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
350-7 AVE SW, 2ND FLR
ATTN:MANAGER
CALGARY
ALBERTA T2P0X4
AGENT - ANDREW BURT

211 082 902 26/04/2021 TAX NOTIFICATION
BY - THE CITY OF MEDICINE HAT.
580-1 STREET SE
MEDICINE HAT, ALBERTA
T1A8E6

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF APRIL,
2023 AT 07:17 A.M.

ORDER NUMBER: 46992302

CUSTOMER FILE NUMBER: 04496547-PLA



END OF CERTIFICATE

(CONTINUED)

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