

No. S-238711
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

CANADIAN WESTERN BANK

PETITIONER

AND

QUARRY ROCK DEVELOPMENTS (MCALLISTER) INC., QUARRY ROCK DEVELOPMENTS
(MCALLISTER) LIMITED PARTNERSHIP, LAWSON ACQUISITIONS LTD., WILLIS
DEVELOPMENTS INC., AND QUARRY ROCK DEVELOPMENTS INC.

RESPONDENTS

ORDER MADE AFTER APPLICATION

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))
BEFORE)	THE HONOURABLE)
)	JUSTICE FITZPATRICK)
))
))

JANUARY 29, 2025

ON THE APPLICATION of Alvarez & Marsal Canada Inc., in its capacity as court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Quarry Rock Developments (McAllister) Inc. and Quarry Rock Developments (McAllister) Limited Partnership (the "**Debtors**") coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on January 29, 2025 and on hearing Arad Mojtahedi, counsel for the Receiver, and ~~those other counsel listed in Schedule "A" hereto~~, and no one else appearing, although duly served; AND UPON READING the material filed, including the Second Report of the Receiver dated January 21, 2025 (the "**Second Report**");

THIS COURT ORDERS that:

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and 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.

DISTRIBUTION

2. The Receiver is authorized and directed to pay out to Canadian Western Bank the net proceeds from the estate as payment of the indebtedness owing to Canadian Western Bank by the Debtors, less amounts to be reserved by the Receiver to fund the costs associated with the Receiver's discharge including final Receiver's fees and legal fees, which are hereby approved.

FEE APPROVAL

3. The Second Report and the activities of the Receiver described therein are hereby approved.
4. The fees and disbursements of the Receiver from April 1, 2024 to December 31, 2024, as set out in the Second Report, are hereby approved.
5. The fees, disbursements and taxes of DLA Piper (Canada) LLP ("**DLA**"), April 1, 2024 to December 31, 2024 and as set out in the Second Report, are hereby approved.
6. The fees and disbursements of the Receiver and the DLA, estimated not to exceed \$68,800 in aggregate, for the completion of remaining activities in connection with these Receivership proceedings, are hereby approved. If the additional fees and disbursements of the Receiver and DLA exceed this amount, the Receiver shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Receiver and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.

BANKRUPTCY OF THE DEBTORS

7. The Receiver is authorized to file an assignment in bankruptcy in respect of the Debtors pursuant to Section 49 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, appointing Alvarez & Marsal Canada Inc. as Trustee of each of the Debtors.

DISCHARGE OF RECEIVER'S CHARGE

8. Upon the service by the Receiver of an executed certificate in substantially the form attached hereto as **Schedule "B"** (the "**Receiver's Termination Certificate**") on the

Service List, by email, the Receiver's Charge and the Receiver's Borrowings Charge (both as defined in the Receivership Order) shall be and are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.

9. The Receiver is hereby directed to file a copy of the Receiver's Termination Certificate with the Court as soon as practicable following service thereof on the Service List.
10. The Receiver is hereby directed to post a copy of the filed Receiver's Termination Certificate on the Receiver's website.

TERMINATION OF PROCEEDINGS

11. Upon the service by the Receiver of the Receiver's Termination Certificate on the Service List, by email, certifying that, to the knowledge of the Receiver, all matters to be attended to in these proceedings have been completed, these proceedings shall be terminated without any further act or formality (the "**Termination Time**"), provided that nothing herein impacts the validity of any Orders made in these proceedings or any action or steps taken by any individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant thereto.

DISCHARGE OF RECEIVER


12. Effective at the Termination Time, Alvarez & Marsal Canada Inc., shall be and is hereby discharged from its duties as the Receiver and shall have no further duties, obligations, liabilities, or responsibilities as Receiver from and after the Termination Time, provided that, notwithstanding its discharge as Receiver, Alvarez & Marsal Canada Inc. shall have the authority to carry out, complete or address any matters in its role as Receiver as are ancillary or incidental to these proceedings following the Termination Time as may be required.
13. Notwithstanding any provision of this Order, the Receiver's discharge or the termination of these proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Receiver shall continue to have the benefit of any of the rights, approvals and protections in favour of the Receiver at law or pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the Receivership Order, any other Order of this Court in these proceedings or otherwise, all of which are expressly continued and confirmed following

the Termination Time, including in connection with any actions taken by the Receiver following the Termination Time with respect to Quarry Rock Developments (McAllister) Inc. and Quarry Rock Developments (McAllister) Limited Partnership or these proceedings.


14. No action or other proceeding 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 not less than fifteen (15) days' prior written notice to the Receiver.

GENERAL

15. Any party affected by this order may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Petitioner, Purchaser or the Receiver and their respective 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 Petitioner, Purchaser or to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioner, Purchaser, or the Receiver and their respective agents in carrying out the terms of this Order.

17. ~~Endorsement of this Order by counsel or any unrepresented party appearing on this application, other than counsel to the Receiver, is hereby dispensed with.~~ 

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of ☒ lawyer for the Receiver
DLA Piper (Canada) LLP (Arad Mojtabehi)

BY THE COURT



REGISTRAR



SCHEDULE "B"

RECEIVER'S TERMINATION CERTIFICATE

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RESPONDENTS

RECEIVER'S TERMINATION CERTIFICATE

- A. By Order pronounced on February 22, 2024, (the "**Receivership Order**") by Justice Fitzpatrick of the Supreme Court of British Columbia, Alvarez and Marsal Canada Inc. was appointed as the Receiver of the assets, undertakings and property of Quarry Rock Developments (McAllister) Inc. and Quarry Rock Developments (McAllister) Limited Partnership (and in such capacity, the "**Receiver**").
- B. Pursuant to an order of the Court dated January 29, 2025 (the "**Termination Order**"), the Court authorized these within proceedings be terminated by delivery of a Receiver's Termination Certificate and upon delivery, the Receiver's Charge and Receiver's Borrowing Charge, granted in the Receivership Order, will be terminated, released and discharged, and shall be of no further force or effect.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

THE RECEIVER HEREBY CERTIFIES the following:

- 1. The Receiver's Charge and the Receiver's Borrowing Charge hereby terminated, released and discharged, and shall be of no further force or effect.
- 2. The within proceedings are terminated.

This Certificate was delivered by the Receiver at [TIME] on _____ 2025.

Alvarez and Marsal Canada Inc., in its capacity as the Receiver of Quarry Rock Developments (McAllister) Inc. and Quarry Rock Developments (McAllister) Limited Partnership and not in its personal capacity:

Per:

Name

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QUARRY ROCK DEVELOPMENTS (MCALLISTER)
LIMITED PARTNERSHIP, LAWSON ACQUISITIONS
LTD., WILLIS DEVELOPMENTS INC., AND QUARRY
ROCK DEVELOPMENTS INC.

RESPONDENTS

ORDER MADE AFTER APPLICATION

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AM/day