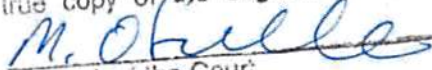


I hereby certify this to be a true copy of the original.


or Clerk of the Court



COURT FILE NUMBER

1903-04121

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

IN THE MATTER OF THE TRUSTEE ACT, RSA 2000, C
T-8 SECTIONS 43 AND 46

APPLICANTS

WESTPOINT INVESTMENT TRUST BY ITS TRUSTEE
MUNIR VIRANI AND MARNIE KIEL

RESPONDENTS

WESTPOINT CAPITAL CORPORATION, WESTPOINT
CAPITAL MANAGEMENT CORPORATION, WESTPOINT
CAPITAL SERVICES CORPORATION, WESTPOINT
SYNDICATED MORTGAGE CORPORATION,
CANADIAN PROPERTY DIRECT CORPORATION,
WESTPOINT MASTER LIMITED PARTNERSHIP,
RIVER'S CROSSING LTD., 1897869 ALBERTA LTD.,
1780384 ALBERTA LTD., 1897837 ALBERTA LTD. and
THE VILLAGE AT PALDI ENT. LTD.

DOCUMENT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

CLAIMS PROCESS ORDER

MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866
Lawyer's Name: Terrence Warner
Lawyer's Email: twarner@millerthomson.com
File No.: 240413.1

DATE ON WHICH ORDER WAS PRONOUNCED: November 13, 2019

PLACE WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: ACJ K. Nielsen

ORDER

UPON the application of BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of the Respondents Westpoint Capital Corporation *et al* (collectively the "Corporations"); AND UPON reviewing the Receivership Order issued April 10, 2019 and the Consent Amending and Receivership Order issued May 30, 2019 (collectively the "Receivership Order"); AND Upon being advised that the entire service list was served with notice of the Application in this matter; AND Upon reviewing the Third Report of the Receiver to the Court filed November 2, 2019; AND UPON HEARING the submissions of counsel for the Receiver;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. A process for submitting and establishing Claims of Creditors, as such are defined herein, as against the Respondents, shall be established in accordance with the terms of

this Order. Notwithstanding anything herein to the contrary, this Order applies only to Claims of Creditors as against the Respondent Debtors, and the definition of "Claim" herein applies exclusively to Claims against the Respondent Corporations, and excludes any claims of any nature whatsoever as against Westpoint Investment Trust.

2. For the purposes of this Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
- (a) **"Assessments"** means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of objection, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
 - (b) **"Business Day"** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Edmonton, Alberta;
 - (c) **"Claim"** means:
 - (i) any right or claim of any Person against any of the Respondents, Westpoint Capital Corporation, Westpoint Capital Management Corporation, Westpoint Capital Services Corporation, Westpoint Syndicated Mortgage Corporation, Canadian Property Direct Corporation, Westpoint Master Limited Partnership, River's Crossing Ltd., 1897869 Alberta Ltd., 1780384 Alberta Ltd., 1897837 Alberta Ltd. and The Village At Paldi Ent. Ltd. (collectively the Debtors), whether or not asserted, in connection with any indebtedness, liability or obligation of any kind of the Debtors in existence on the Receivership Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, by surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Receivership Date and any other claims that would have been claims provable in bankruptcy had the Debtors become bankrupt on the Receivership Date, including for greater certainty any claim against the Debtors, or Directors or Officers of the Respondents in respect of a Director/Officer Claim, in each case, where such monies remain unpaid as of the date hereof (each, a "Claim");
 - (ii) any right or claim of any Person against the Debtors in connection with any indebtedness, liability or obligation of any kind whatsoever alleged to be owed by the Debtors to such Person arising out of (A) the disclaimer, rescission, termination or breach by the Debtors on or after the Receivership Date of any contract, lease or other agreement or arrangement whether written or oral or (B) the termination of employment

with the Applicant on or after the Receivership Date, whether arising by contract, under statute or otherwise (each, a "Receivership Claim"); and

- (iii) any right or claim of any Person against one or more of the Directors and/or Officers of the Respondents howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a "Director/Officer Claim"), provided that "Claim" shall not include an Excluded Claim;
- (d) **"Claim Document Package"** means a document package that contains a copy of the Instruction Letter, the Notice to Creditors, a Claim Statement and Notice of Dispute of Claim Statement (in respect of a Claim Document Package delivered to a Listed Creditor), a Proof of Claim (in respect of a Claim Document Package delivered to a Creditor other than a Listed Creditor), and such other materials as the Receiver may consider appropriate or desirable;
- (e) **"Claim Statement"** means a statement prepared by the Receiver, based upon the Receiver's review of the books and records of the Respondent Debtors, providing details of the Claim of a Known Creditor, as such is reflected in the books and records of the Respondent Debtors;
- (f) **"Claims Bar Date"** means 5:00 p.m. on January 31, 2020, or such later date as may be ordered by the Court;
- (g) **"Creditor"** means any Person having or asserting a Claim;
- (h) **"Directors"** means all former directors (or their estates) of the Respondents, in such capacity, and "Director" means any one of them;
- (i) **"Receivership Date"** means April 10, 2019;
- (j) **"Known Creditors"** means with respect to the Debtors:
 - (i) those Creditors that the books and records of the Debtors disclose were owed monies by one or more of the Debtors as of the Receivership Date, where such monies remain unpaid in full or in part as of the date hereof;
 - (ii) any Person who commenced a legal proceeding against one or more of the Debtors as of the Receivership Date or one or more Directors or Officers in respect of a Claim, which legal proceeding was commenced and served prior to the Receivership Date;

- (k) **"Person"** means any individual, partnership, limited partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other corporate, executive, legislative, judicial, regulatory or administrative entity howsoever designated or constituted, including, without limitation, any present or former shareholder, supplier, customer, employee, agent, client, contractor, lender, lessor, landlord, sublandlord, tenant, sub-tenant, licensor, licensee, partner or advisor; and
 - (l) **"Proof of Claim"** means a Proof of Claim form in substantially the form attached hereto as part of Schedule A;
3. The Claims Procedure and the forms of Notice to Creditors, Instruction Letter, Proof of Claim, Claim Statement and Notice of Dispute of Claim Statement are hereby approved. Notwithstanding the foregoing, the Receiver may, from time to time, make non-substantive changes to the forms as the Receiver, in its sole discretion, may consider necessary or desirable.
 4. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may waive strict compliance with the requirements of this Claims Procedure Order as to completion, execution and submission of such forms and to request any further documentation from a Creditor that the Receiver may require.
 5. There shall be no presumption of validity or deeming of the amount due in respect of amounts claimed in any Assessment.
 6. Copies of all forms delivered hereunder, as applicable, shall be maintained by the Receiver.

NOTICE TO CREDITORS

7. It is hereby ordered that:
 - (a) the Receiver shall, not later than ten (10) Business Days following the granting of this Claims Procedure Order, mail by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to each of the Known Creditor or their counsel, a copy of the Notice to Creditors and a blank Proof of Claim Form, in the form attached hereto as Schedule "A";
 - (b) the Receiver shall cause to be published on or before December 6, 2019, the Notice to Creditors in the following newspapers: (i) The Globe and Mail (National Edition); (ii) the Edmonton Journal and (iii) the Vancouver Sun in the form attached hereto as Schedule "B";
 - (c) the Receiver shall post a copy of this Claims Procedure Order, the on its website at www.extranets.bdo.ca (the "Receiver's Website");
 - (d) the Receiver shall deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Claim Document Package to any Person claiming to be a Creditor and requesting such material in writing; and

- (e) any notices of disclaimer or resiliation delivered to Creditors by the Receiver after the Filing Date shall be accompanied by a Claim Document Package and upon becoming aware of any other circumstance giving rise to a Receivership Claim, the Receiver shall send a Claim Document Package to the Creditor in respect of such Receivership Claim.

CLAIM STATEMENT

8. The Receiver may determine to deliver a Claim Statement to a Known Creditor by including such Claim Statement in the Claim Document Package delivered to such Known Creditor, which shall be based on the books and records of the Debtors (the "Listed Claim").
9. The Receiver shall be entitled to rely on the accuracy and completeness of the information obtained from the books and records of the Debtors regarding the Known Creditors. For greater certainty, the Receiver shall have no liability in respect of the information provided to it or otherwise obtained by it regarding the Known Creditors and shall not be required to conduct any independent inquiry and/or investigation with respect to that information.
10. Any Creditor who does not dispute the amount or nature of the amount set forth in the Claim Statement delivered to such Creditor is not required to take any further action and the Listed Claim of such Creditor shall, be deemed to be the Claim of such creditor.
11. Any Creditor who wishes to dispute the amount and/or nature of the Listed Claim set forth in the Claim Statement delivered to such Creditor or to assert an additional Claim in relation to the Debtors other than the Listed Claim shall be required to deliver a Notice of Dispute of Claim Statement to the Receiver so that it is actually received by the Receiver by no later than the Claims Bar Date.
12. If, after the date on which a Claim Statement is initially delivered to a Creditor, the Receiver determines that it is appropriate to change the amount or nature of the Listed Claim set forth in such Claim Statement, the Receiver shall cause an amended Claim Statement (an "Amended Claim Statement") to be delivered to such Creditor, which Amended Claim Statement and the revised Listed Claim specified therein shall thereafter supersede any previous Claim Statement delivered to such Creditor.
13. If the Creditor wishes to dispute the amount and/or nature of the Listed Claim set forth in the Amended Claim Statement, such Creditor shall be required to deliver a Notice of Dispute of Statement or Claim so that it is actually received by the Receiver on or before the later of (i) the Claims Bar Date and (ii) thirty (30) days after the date on which the Amended Claim Statement is delivered to the Creditor.
14. Any Creditor that does not deliver a Notice of Dispute of Claim Statement in respect of a Claim Statement or an Amended Claim Statement, if applicable, shall be forever barred from disputing amount or nature of the Listed Claim set forth in the Claim Statement or Amended Claim Statement, as applicable, and any Claim of a different classification or nature or in excess of the amount specified in the Claim Statement or Amended Claim Statement, as applicable, shall be forever barred and extinguished.

PROOFS OF CLAIM

15. Every Creditor asserting a Claim against the Debtors or the Directors or Officers or any of them shall set out its aggregate Claim in a Proof of Claim, including supporting documentation, and deliver that Proof of Claim to the Receiver so that it is actually received by the Receiver by no later than the Claims Bar Date.
16. Any Person that does not deliver a Proof of Claim in respect of a Claim in the manner required by this Claims Procedure Order such that it is actually received by the Receiver on or before the Claims Bar date shall be and is hereby forever barred from making or enforcing such Claim against the Debtor, or the Directors or Officers or any of them, and such Claim shall be and is hereby extinguished without any further act or notification.
17. The Receiver will review the submitted proofs of claim by no later than six weeks following the Claims Bar Date. In the event that the Receiver determines not to accept a creditor's Proof of Claim, the Receiver shall send a Notice of Disallowance to the affected creditor by registered or other recorded mail, courier service or email to the physical address or email address stipulated in the Proof of Claim.
18. If the affected Creditor wishes to challenge the disallowance, it must notify the Receiver of its objection in writing by registered mail, courier service or email within fifteen days after the issuance of the Notice of Disallowance.
19. The affected Creditor shall thereafter serve on the Receiver, a Notice of Motion in these proceedings returnable within fifteen days after it gave its Notice of Objection to the Notice of Disallowance issued by the Receiver. In the event that the affected Creditor fails to file a motion in accordance within the time period set out above, unless otherwise ordered by this Court, the affected creditor shall be conclusively deemed to have accepted the assessment of its claim set out in the Notice of Disallowance.
20. Nothing in this Claims Procedure Order shall affect any right of set-off which the Applicant may have against any Creditor.

TRANSFER OF CLAIMS

21. If the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Receiver shall not be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received by the Receiver and the Receiver has provided written confirmation acknowledging the transfer or assignment of such Claim, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim.
22. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receiving written confirmation by the Receiver acknowledging such assignment or transfer. After the Receiver has delivered a written confirmation acknowledging the notice of the transfer or assignment of a Claim, the Receiver shall thereafter be required only to deal with the transferee or assignee and not the original holder of the Claim. A

transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Debtor may be entitled with respect to such Claim.

23. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Debtor. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.
24. If a Creditor or any subsequent holder of a Claim, who in any such case has previously been acknowledged by the Applicant and the Receiver as the holder of the Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Receiver shall not, in each case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim, provided such Creditor may, by notice in writing delivered to the Receiver, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor or in accordance with the provisions of this Claims Procedure Order.

SERVICE AND NOTICE

25. The Receiver may, unless otherwise specified by this Claims Procedure Order, serve and deliver or cause to be served and delivered the Claim Document Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel (including counsel of record in any ongoing litigation) at the physical or electronic address, as applicable, last shown on the books and records of the Debtor or set out in such Creditor's Proof of Claim or Notice of Dispute of Claim Statement, if one has been filed.
26. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Canada, and the fifth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
27. Service of this Order shall be deemed good and sufficient by serving the same on the parties attending or represented at the application for this Order and by posting a copy of this Order on the Receiver's website, and service on any other person is hereby dispensed with.
28. 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.

29. Any notice or communication required to be provided or delivered by a Creditor to the Receiver under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

BDO Canada Limited
616, 10216 - 124 Street
Edmonton, AB T5N 4A3
Attention: David Lewis
email: dlewis@bdo.ca

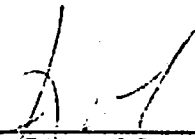
Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt thereof before 5:00 p.m. on a Business Day or if delivered outside of normal business hours, the next Business Day.

30. The publication of the Notice to Creditors and the mailing of the Claim Document Packages as set out in this Claims Procedure Order shall constitute good and sufficient notice to Creditors of the Claims Bar Date and the other deadlines and procedures set forth herein, and that no other form of notice or service need be given or made on any Person, and no other document or material need be served on any Person in respect of the claims procedure described herein.
31. In the event that this Claims Procedure Order is subsequently amended by further Order of the Court, the Receiver shall serve notice of such amendment on the Service List in these proceedings and the Receiver shall post such further Order on the Receiver's website and such posting shall constitute adequate notice to all Persons of such amended Claims Procedure Order.

GENERAL PROVISIONS

32. All references to time herein shall mean Edmonton Time and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
33. All Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date.
34. The Receiver and any interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order.
35. This Honourable 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 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 order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

36. 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.



Justice of the Court of Queen's Bench of Alberta

Justice of the Court of Queen's Bench of Alberta
14, 2019

SCHEDULE "A"

NOTICE TO CREDITORS OF WESTPOINT CAPITAL CORPORATION, WESTPOINT CAPITAL MANAGEMENT CORPORATION, WESTPOINT CAPITAL SERVICES CORPORATION, WESTPOINT SYNDICATED MORTGAGE CORPORATION, CANADIAN PROPERTY DIRECT CORPORATION, WESTPOINT MASTER LIMITED PARTNERSHIP, RIVER'S CROSSING LTD., 1897869 ALBERTA LTD., 1780384 ALBERTA LTD., 1897837 ALBERTA LTD. and THE VILLAGE AT PALDI ENT. LTD.

RE: Notice of Claims Procedure for the creditors of Westpoint Capital Corporation, Westpoint Capital Management Corporation, Westpoint Capital Service Capital, Westpoint Syndicated Mortgage Corporation, Canadian Property Direct Corporation, Westpoint Master Limited Partnership, River's Crossing Ltd., 1897869 Alberta Ltd., 1780384 Alberta Ltd, 1897837 Alberta Ltd. and The Village at Paldi Ent Ltd. (collectively the "Companies" or "WCC et al.")

DEADLINE: January 31, 2020 at 5:00 p.m. (Mountain Standard Time)

INTRODUCTION

Notice is hereby given that pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") granted November 13, 2019 (the "Claims Procedure Order") the Court has ordered a procedure for the filing of claims by creditors against one or more of the Companies (as outlined in the Claims Procedure Order). A copy of the Claims Procedure Order and a blank proof of claim form are enclosed herein or may also be obtained from BDO Canada Limited, the Court-Appointed Receiver ("Receiver") by contacting Jesse McDonald at jmcdonald@bdo.ca or by phone at 780-441-2159.

Any person who believes that they have a claim against one or more of the Companies send a completed Proof of Claim to the Receiver, which must be delivered no later than 5:00 PM (Mountain Standard Time) on January 31, 2020 (the "Claims Bar Date").

Claims which are not received by the Claims Bar Date will not be entitled to share in the distribution of funds by the Receiver.

CONTACT INFORMATION AND FILING OF PROOF OF CLAIM

Completed proofs of claim must include a statement of account or other similar documentation evidencing the debt owed by one or more of the Companies, and may be delivered to the Receiver by mail, fax, courier, personal delivery or email as follows:

BDO Canada Limited
Attn: Jesse McDonald
616, 10216 124 Street Edmonton AB T5N 4A3
Fax: (780) 424-3222
Email: jmcdonald@bdo.ca

If you have any questions respecting anything contained in this Notice, have any questions respecting the completion of the Proof of Claim Form, wish copies of any of the documents or have any other inquiries you may contact the Receiver at the address and contact information indicated herein.

BDO CANADA LIMITED

in its capacity as Court-Appointed Receiver of
WCC et al.

Per: _____
David Lewis

SCHEDULE "B"
IN THE COURT OF QUEEN'S BENCH OF ALBERTA
(COMMERCIAL LIST)

IN THE MATTER OF THE TRUSTEE ACT, RSA 2000, C T-8 SECTIONS 43 AND 46
AND IN THE MATTER OF

**WESTPOINT CAPITAL CORPORATION, WESTPOINT CAPITAL MANAGEMENT CORPORATION,
WESTPOINT CAPITAL SERVICES CORPORATION, WESTPOINT SYNDICATED MORTGAGE
CORPORATION, CANADIAN PROPERTY DIRECT CORPORATION, WESTPOINT MASTER
LIMITED PARTNERSHIP, RIVER'S CROSSING LTD., 1897869 ALBERTA LTD., 1780384
ALBERTA LTD., 1897837 ALBERTA LTD. and THE VILLAGE AT PALDI ENT. LTD.**

Notice To Creditors of Westpoint Capital Corporation, Westpoint Capital Management Corporation, Westpoint Capital Service Capital, Westpoint Syndicated Mortgage Corporation, Canadian Property Direct Corporation, Westpoint Master Limited Partnership, River's Crossing Ltd., 1897869 Alberta Ltd., 1780384 Alberta Ltd, 1897837 Alberta Ltd. and The Village at Paldi Ent Ltd. (collectively the "Companies" or "WCC et al.")

RE: NOTICE OF CLAIMS PROCEDURE FOR WCC et al. PURSUANT TO THE CLAIMS PROECUDRE ORDER

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Court of Queen's Bench for Alberta dated November 13, 2019 (the "Claims Procedure Order") establishing a procedure for determining the amount of Claims (as defined in the Order) against WCC et al. The Court has ordered that the Receiver send Proof of Claim forms to the known creditors of the Companies. Any person who has not received a Proof of Claim form and who believes that they have a claim against the Companies should send a completed Proof of Claim to the Receiver to be received by 5:00 p.m. (Mountain Standard Time) on January 31, 2020 (the "Claims Bar Date").

CLAIMS WHICH ARE NOT RECEIVED BY THE RECEIVER BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

- a) Creditors who have not received a Proof of Claim from the Receiver may download a copy from our website at <http://www.extranets.bdo.ca/WCC ET. AL.>, or alternatively you may contact Jesse McDonald at BDO Canada Limited, the Court-Appointed Receiver of WCC et al. to obtain a Proof of Claim package.

DATED at Edmonton, this 20th day of November 2019

BDO CANADA LIMITED
616, 10216 124 Street
Edmonton, AB T5N 4A3
Attention: Jesse McDonald
Email: jemcdonald@bdo.ca
Phone: 780-441-2159
Fax: 780-424-3222



SCHEDULE "C"

CLAIM STATEMENT

WESTPOINT CAPITAL CORPORATION, WESTPOINT CAPITAL MANAGEMENT CORPORATION, WESTPOINT CAPITAL SERVICES CORPORATION, WESTPOINT SYNDICATED MORTGAGE CORPORATION, CANADIAN PROPERTY DIRECT CORPORATION, WESTPOINT MASTER LIMITED PARTNERSHIP, RIVER'S CROSSING LTD., 1897869 ALBERTA LTD., 1780384 ALBERTA LTD., 1897837 ALBERTA LTD. and THE VILLAGE AT PALDI ENT. LTD. (collectively the "Companies" or "WCC et al.")

To: [Insert Name of Known Creditor] (the "Creditor")
[Insert Address of Known Creditor]

This Claim Statement is delivered to the Creditor, as a Known Creditor of one or more of the Companies, pursuant to the Order of the Court of Queen's Bench of Alberta dated November 13, 2019 (the "Claims Procedure Order") in proceedings in respect of the Companies. Pursuant to the Claims Procedure Order, the Court-appointed Receiver of the Applicant, BDO Canada Limited (the "Receiver"), has been directed to conduct a claims procedure with respect to claims against the Companies in accordance with the terms of the Claims Procedure Order. Unless otherwise defined, all capitalized terms used herein have the meanings given to those terms in the Claims Procedure Order.

According to the books, records and other relevant information of the Companies in the possession of the Receiver, the Claim of the Creditor is set out in the table below (the "Listed Claim"):

Amount of Claim ^{1,2}	Name of Debtor	Nature of Claim
[Insert amount of Claim]		[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

If the Listed Claim accurately reflects the Claim that the Creditor has in respect of the specified Company or Companies (you are not required to take any further action or to file a Proof of Claim with the Receiver in the Claims Procedure Order.

If the Creditor wishes to dispute the classification, amount and/or nature of the Listed Claim or to assert an additional Claim in relation to one or more of the Companies other than the Listed Claim, the Creditor must complete a Notice of Dispute of Claim Statement and deliver it to the Receiver such that it is received by the Receiver by no later than 5:00 p.m. (Edmonton time) on January 31, 2020 (the "Claims Bar Date").

If a completed Notice of Dispute of Claim Statement in respect of the Listed Claim is not received by the Receiver by the Claims Bar Date, the Creditor shall be forever barred from disputing the amount or nature of the Listed Claim and any Claim in excess of the amount specified in the Listed Claim shall be forever barred and extinguished.

¹ Amount is in Canadian dollars. Claims in a foreign currency have been converted to Canadian dollars at the Bank of Canada daily average exchange rate for September 19, 2017. The Canadian dollar/U.S. dollar daily average exchange rate for that date was CDN\$1.2277 / USD\$1.00.

² If applicable, additional information with respect to the Listed Claim is provided in a schedule to this Claim Statement.

IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.

Creditors requiring further information or Claim documentation, or who wish to submit a Notice of Dispute of Claim Statement, may contact the Receiver at the following address:

BDO Canada Limited
Attn: Jesse McDonald
616, 10216 124 Street Edmonton AB T5N 4A3
Fax: (780) 424-3222
Email: jemcdonald@bdo.ca

Dated at _____ this _____ day of _____, 20____.

SCHEDULE "D"

NOTICE OF DISPUTE OF CLAIM STATEMENT

WESTPOINT CAPITAL CORPORATION, WESTPOINT CAPITAL MANAGEMENT CORPORATION, WESTPOINT CAPITAL SERVICES CORPORATION, WESTPOINT SYNDICATED MORTGAGE CORPORATION, CANADIAN PROPERTY DIRECT CORPORATION, WESTPOINT MASTER LIMITED PARTNERSHIP, RIVER'S CROSSING LTD., 1897869 ALBERTA LTD., 1780384 ALBERTA LTD., 1897837 ALBERTA LTD. and THE VILLAGE AT PALDI ENT. LTD. (collectively the "Companies" or "WCC et al.")

Capitalized terms not defined herein have the meanings given to them in the Order of the Court of Queen's Bench of Alberta dated November 13, 2019 (the "Claims Procedure Order") or the Claim Statement.

I. PARTICULARS OF CREDITOR

Full Legal Name of Creditor

Full Mailing Address of Creditor

Telephone Number

Email Address

Attention (Contact Person)

Have you acquired this Claim by assignment?

Yes:

No:

(if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Creditor(s): _____

II. DISPUTE OF CLAIM SET OUT IN CLAIM STATEMENT

The Creditor hereby disputes the classification, amount and/or nature of the Listed Claim set out in the Claim Statement and asserts the Claim(s) as set out in the following table:

Debtor	Amount of Claim	Nature of Claim
	[Insert amount of Claim]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

III. REASONS FOR DISPUTE

Provide full particulars below as to the basis for the Creditor's dispute of the Listed Claim as set out in the Claim Statement and provide supporting documentation. This includes, without limitation, amounts, description of transaction(s) or agreement(s) giving rise to the Claim, the date and number of all invoices and supporting documentation, and particulars of all credits, discounts, rebates and similar items claimed. The particulars provided must support the value of the Claim as stated by the Creditor in the table above.

Dated at _____ this _____ day of _____, 2019.

Signature of Creditor or its
Authorized Signatory

This Notice of Dispute of Claim Statement MUST be delivered to the Receiver at the below address such that it is received by the Receiver by no later than 5:00 p.m. (Edmonton time) on January 31, 2020 (the "Claims Bar Date"):

BDO Canada Limited
Attn: Jesse McDonald
616, 10216 124 Street Edmonton AB T5N 4A3
Fax: (780) 424-3222
Email: jemcdonald@bdo.ca

If a completed Notice of Dispute of Claim Statement in respect of the Listed Claim is not received by the Receiver by the Claims Bar Date, the Creditor shall be forever barred from disputing amount or nature of the Listed Claim and any Claim in excess of the amount specified in the Listed Claim shall be forever barred and extinguished.

IF A NOTICE OF DISPUTE OF CLAIM STATEMENT IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE CLAIM STATEMENT WILL BE DEEMED TO BE THE CLAIM OF THE CREDITOR AND WILL BE FINAL AND BINDING ON THE CREDITOR FOR ALL PURPOSES.