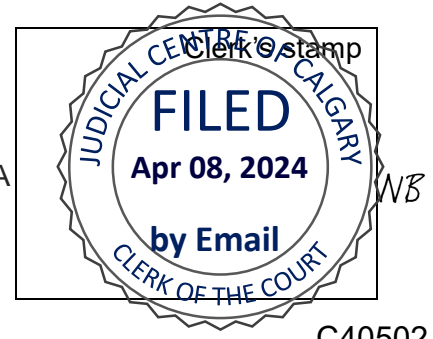


COURT FILE NO: 2301-01408
COURT COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY



JUDICIAL CENTRE CALGARY C40502
IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, C B-3 COM April 16, 2024

APPLICANT BRM CANADA GROUP INC.

RESPONDENT KPMG INC., in its capacity as Court Appointed Receiver of certain property of BRM CANADA GROUP INC.

DOCUMENT APPLICATION BY BRM CANADA GROUP INC. TO terminate the appointment of the Receiver and DISCHARGE of the Receiver

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Reliance Legal Group LLP
Unit 1101-3961-52 Ave NE
Calgary, AB T3J 0J7
Attention: **Taylor L Johnson**
Phone: 403-285-7070
Email: tj@rlglaw.ca

File No:

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: April 16, 2024
Time: 2:00 PM
Where: Calgary Courts Centre
Before Whom: The Honorable Justice

Go to the end of this document to see what else you can do and when you must do it.

Remedy Claimed or Sought: BRM Canada Group Inc. ("**BRM**") is making this application for an order among other things: (i) discharging KPMG Inc in its capacity as receiver and manager of certain assets of BRM (in such capacity, the "**Receiver**"); (ii) authorizing and directing final distribution(s) of funds held by the Receiver; (iii) approving the Receiver's conduct and activities described in the Second Report (the "Second Report"); (iv) approving the professional fees of the Receiver and its counsel; (v) approving the Receiver's statement of receipts and disbursements, and (vi) declaring the indebtedness owing to Royal Bank of Canada ("**RBC**");

BRM is now requesting the Honourable Court for a termination of the Receivership Order, substantially in the form attached as Schedule "A" hereto:

1. Declaring that this Application (the "**Application**") is properly returnable on April 16, 2024,
2. **Service of this Application**
 - (a) Service of this application and supporting material, including the second report of the Receiver (the "**Receiver's Reports**"), are validated and declared to be good and sufficient, and no persons are required to have been served with notice of this application, and time for service of this application and supporting materials (including the second report) is abridged to that actually given.

Conduct, Activities & Professional Fees of the Receiver

3. Approving the Receiver's Report together with the business activities of the Receiver described therein including without limitation, the Receiver's right, title and interest of the Debtors in and to the Lands (as described in the Receivership Order) which Lands are used as security for the RBC Mortgage (as defined in the Receiver's Report).
4. Approving the Receiver's Statement of Receipts and Disbursements, as provided in the Receiver's Report to for the funds to payout RBC Mortgage and Caveat Instruments and to payout all administrative and legal costs of the Receiver as related to the appointment of the Receiver for the said purposes.
5. Approving the interim and final accounts of the Receiver's legal counsel, Cassels, Brock & Blackwell LLP ("**Cassels**"), for its fees and disbursements, as set out in the Second Report are without the necessity of a formal assessment of its accounts.

RBC indebtedness and Final Distribution

6. To ratify and approve the receiver's second report and its legal counsel, as summarized in the Report which is to confirm the total indebtedness of RBC payout as of April 16, 2024, under and by virtue of the loan, mortgage, and such other security as detailed in the RBC Affidavit, filed in the within action plus to approve (i) any additional costs of these proceedings on a solicitor client basis, (ii) interest accruing from January 1, 2023 to April 16, 2024 at the per diem rate of the RBC loan as defined in the loan.

7. To ratify and approve the Receiver's report, which report is to summarize the funds received by the receiver from BRM and any other funds received from other tenants, loan, sources, which the receiver has received during its appointment and the disbursements and the proposed disbursements of the funds as summarized in Receiver's second report.

8. To authorize and direct the receiver to make the payments from the funds being held by the Receiver (or counsel to the receiver) in relation to the within proceedings, including without limitation from the BRM funds

(a) First towards the payment of:

- i. The professional fees referenced in appending "D"
- ii. Any other remaining fees, costs, and expenses associated with the Receiver's administration of the Property pursuant to the Receivership Order, including without limitation: (x) all fo the fees and disbursements of the Receiver and its counsel, in each case at their standard rates and charges, secured by the Receiver's Charge; (y) all amounts secured by the Receiver's Borrowing Charge; and (z) all amounts owing by the Receiver under any contract or agreement between the Receiver and any third party (whether written or oral), including without limitation those agreements listed in Appendix "D" to the Receiver's second report;

(b) Second to RBC in the amount of RBC's total indebtedness required to discharge their registered mortgage and caveat instruments from the subject lands.

(c) That upon the payout of total Costs of Administration and RBC indebtedness, then all remaining funds (if any) held by the Receiver, following the completion of the receivership proceedings shall be returned to Reliance Legal Group LLP, on behalf of BRM.

Deficiency and BRM's undertaking to ratify and pay the deficient amount

9. To ratify and approve the amount of the deficiency of the funds (if any such amount is identified and reported) to which BRM was obligated to pay such amount on the date of the application.
10. Declaring that, as of the date of the application and after payouts of Costs of Administration of the Receiver and the RBC indebtedness Receiver's Report and based on the evidence that would be presented to the Court on the date of the application:
 - (a) To declare that any such deficiency amount shall be paid by BRM as per their undertaking to the Receiver.
 - (b) Within 5 days of being notified of the deficiency, BRM shall wire to the Receiver, the full amount of the Deficiency in immediately available funds and without any conditions attached to those funds.
 - (c) To ratify and approve that in the event that there is a deficiency identified in the total payout; the Receiver shall file a Transition Certificate (in the form to be provided by the Receiver).
 - (d) To confirm that notwithstanding the filing of the Transition Certificate, the Receiver's charges shall continue to attach to the Lands in the accordance with paragraph 18 of the Receivership Order until such time as the Deficiency (if any) is paid in full and the Receiver files the Discharge Certificate.

Return of the lands

11. To approve and declare that upon the Receiver filing a Transition Certificate in the form prepared by the Receiver (Transition Certificate) certifying that BRM or its counsel has paid to the Receiver the total payout amounts and that BRM has confirmed that there are no conditions to the release of the BRM funds other than those contained in the Discharge Order:
 - (a) The Listing Agreement (as defined in the Sale Process Order) shall be immediately terminated and of no further force and effect;
 - (b) The Sale Process (as defined in the Sale Process Order) shall be immediately terminated;
 - (c) The Property Management Agreement shall be immediately terminated and of no further force and effect;

- (d) All of the rights and obligations of the Receiver under the assigned leases shall be assigned, conveyed, transferred and assumed by BRM;
- (e) The Receiver's powers and authority to manage the Lands shall be terminated.

12. Declaring that, notwithstanding the discharge of the Receiver, the Receiver remains empowered with residual jurisdiction to perform any act necessary or incidental to the conclusion of the receivership of the Debtors.

13. Declaring that no action or proceeding arising from, relating to or in connection with the performance of the Receiver's duties and obligations as receiver and manager of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver and on such terms as this Honourable Court may direct.

14. Ordering and declaring that service of any order arising from this Application by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the service list shall constitute good and sufficient service of such order, and that no persons other than those on the service list are entitled to be served with a copy of such order.

15. An order directing the sealing of the Confidential Supplement of the Receiver ("Sealing Order").

16. The Sealing Order is necessary, as the Confidential Supplement includes commercially sensitive information, including information regarding the responses received from marketing agents in relation to the Receiver's request for proposals, which include suggested listing prices for the Lands and a draft appraisal for the Lands. Disclosure of the information contained in the Confidential Supplement could cause irreparable prejudice to creditors and other stakeholders or BRM by having a detrimental affect on the ultimate sale price of the Lands. There are no reasonable alternative measures, and the benefits of the Sealing Order outweigh any negative effects on the interests of the public.

17. Such further and other relief as counsel may advise and as this Honourable Court may permit.

Grounds for Making this Application: The grounds for the Application are as follows:

18. The Receiver was appointed as receiver and manager of the Property pursuant to the Receivership Order.

19. BRM has delivered the trust funds in the amount of \$4,350,000.00 to KPMG in trust to

their counsel as estimated amount of owing funds to payout the RBC Mortgage and all administrative and legal costs of the Receiver on or before April 16, 2024.

20. The administration of the estate of the Debtors is at the stage where it is appropriate for the distribution to creditors to be made and the Receiver to be discharged on the terms set forth herein.

21. Such further and other grounds as counsel for the Receiver may advise.

Material or Evidence to be Relied On: The Receiver will rely on the following:

22. The Receiver's Report as to the funds received and to be disbursed in accordance with the report in appendix A prepared by Receiver

23. Such further and other material and evidence as counsel for BRM and counsel for the Receiver may advise.

Applicable Rules:

24. Rule 6.3 and 6.9 of the *Alberta Rules Of Court*, Alta. Reg. 124/2010.

25. Such further and other rules as counsel for the Receiver may advise.

Applicable Acts and Regulations:

26. The *Bankruptcy and Insolvency Act* (Canada).

27. Such further and other acts and regulations as the Receiver may advise.

Any Irregularity Complained of or Objection Relied On:

28. There are no irregularities complained of or objections relied on.

How the Application is Proposed to be Heard or Considered:

29. The Applicant BRM and the Receiver propose that the Application be heard through Webex or in person with one, some or all of the parties present.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"

COURT FILE NO.	2301-01408	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	BRM CANADA GROUP INC.	
RESPONDENTS	KPMG INC. In its capacity as court Appointed Receiver of certain property of BRM CANADA GROUP INC.	

DOCUMENT ORDER (Discharge of Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Reliance Legal Group LLP Barristers & Solicitors Suite 1101, 3961-52 AVE NE Calgary, AB T3J 0J7 Phone: 403-313-6470 Fax: 403-590-7800 Email: tj@rlglaw.ca
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DATE ON WHICH ORDER WAS PRONOUNCED: APRIL _____, 2024

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON THE APPLICATION of BRM Canada Group Inc. ("**BRM**") for an order, among other things: (i) discharging KPMG Inc. in its capacity as receiver and manager of certain assets of BRM (in such capacity, the "**Receiver**"); (ii) authorizing and directing final distribution(s) of funds held by the Receiver; (iii) approving the Receiver's conduct and activities described in the Second Report dated [●], 2024 (the "**Second Report**"); (iv) approving the professional fees of the Receiver and its counsel; (v) approving the Receiver's statement of receipts and disbursements, and (vi) declaring the indebtedness owing to Royal Bank of Canada ("**RBC**");

AND UPON reading the Receivership Order granted by the Honourable Justice C.C.J. Feasby on December 19, 2023 (the "**Receivership Order**"), the Sale Process Order granted by the Honourable M.H. Hollings on February 28, 2024 (the "**Sale Process Order**"), the First Report of the Receiver dated February 22, 2024, the Second Report, the Affidavit of [●] sworn [●], 2024, the Affidavit of Jessica Chohan filed on November 9, 2023 (the "**RBC Affidavit**"), and the Affidavit of Service of Dilrose Sandhu, sworn [●], 2024 (the "**Service Affidavit**"); **AND UPON** hearing from counsel for BRM and counsel for the Receiver and counsel for any other persons present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. All capitalized terms used in this Order and not otherwise defined shall have the meaning ascribed to them in the Receivership Order.

Service of Application

2. Service of the Application and supporting materials (including the Second Report) in the manner described in the Service Affidavit is hereby declared to be good and sufficient, and no persons are required to have been served with notice of this Application, and time for service of this Application and supporting materials (including the Second Report) is abridged to that actually given.

Conduct, Activities & Professional Fees of the Receiver

3. The Receiver's accounts for fees and disbursements, as set out in the Second Report are hereby approved without the necessity of a formal passing of its accounts.

4. The accounts of the Receiver's legal counsel Cassels, Brock & Blackwell LLP ("**Cassels**"), for its fees and disbursements, as set out in the Second Report are hereby approved without the necessity of a formal assessment of its accounts.

5. The Receiver's activities as set out in the Second Report and in all of its other reports filed herein, and the estimated Final Statement of Receipts and Disbursements as attached to the Second Report, are hereby ratified and approved.

RBC Indebtedness and Final Distribution

6. There is outstanding, due and owing to the Plaintiff, RBC, the sum of **[\$3,877,683.69]** as at [●], 2024, under and by virtue of the loan, mortgage and such other security as detailed in the RBC Affidavit (including such security documents referenced in Appendix "A" hereto), plus (i) any additional costs for these proceedings on a solicitor client basis not to exceed [●], and (ii) interest accruing from and after [●], 2024 at the *per diem* rate of [●] (collectively, the "**RBC Indebtedness**").

7. The Receiver is hereby authorized and directed to make the following distributions from the funds being held by the Receiver (or counsel to the Receiver) in relation to the within proceedings, including without limitation from the BRM Funds (as defined below):

(a) First towards the payment of:

- the professional fees referenced in paragraphs [● and ●] herein; and
- any other remaining fees, costs and expenses associated with the Receiver's administration of the Property pursuant to the Receivership Order, including without limitation: (x) all of the fees and disbursements of the Receiver and its counsel, in each case at their standard rates and charges, secured by the Receiver's Charge; (y) all amounts secured by the Receiver's Borrowing Charge; and (z) all amounts owing by the Receiver under any contract or agreement between the Receiver and any third party (whether written or oral), including without limitation those agreements listed in Appendix "B" hereto;

(collectively, the "**Costs of Administration**")

(b) Second to RBC in the amount of the RBC Indebtedness; and

(c) Third all remaining funds (if any) held by the Receiver following the completion of the within receivership proceedings to the satisfaction of the Receiver in its sole discretion shall be returned to Reliance Legal Group LLP, on behalf of BRM.

8. Should there be insufficient funds available in the receivership estate to satisfy some or all of the Costs of Administration and RBC Indebtedness, BRM shall be obligated to pay such additional amounts necessary to cover the Costs of Administration and RBC Indebtedness in full (the "**Deficiency**"). Within 5 days of being notified of the Deficiency, BRM shall wire to the Receiver the full amount of the Deficiency in immediately available funds and without any conditions attached to such funds. Notwithstanding the filing of the Transition Certificate (as defined below), the Receiver's Charge shall continue to attach to the Lands in accordance with paragraph 18 of the Receivership Order until such time as the Deficiency (if any) is paid in full and the Receiver files the Discharge Certificate (as defined below).

Creditor Claims

9. All claims of creditors of BRM that have not been satisfied as of the date of this Discharge Order shall be unaffected by this proceeding, and such creditors shall be entitled to pursue any remedy available at law as against BRM or the Property following the Receiver's discharge as contemplated herein.

Return of the Lands

10. Upon the Receiver filing a Receiver's certificate in substantially the form attached hereto as Appendix "C" (the "**Transition Certificate**"), certifying that BRM or its counsel has paid to the Receiver or its counsel funds in the amount of \$4,500,000 (the "**BRM Funds**") and that BRM (or its counsel) has confirmed in writing that there are no conditions to the release of the BRM Funds other than those contained in this Discharge Order:

- (a) the Listing Agreement (as defined in the Sale Process Order) shall be immediately terminated and of no further force and effect;
- (b) the Sale Process (as defined in the Sale Process Order) shall be immediately terminated;
- (c) the Property Management Agreement (as defined in Appendix "B") shall be immediately terminated and of no further force and effect;
- (d) all of the rights and obligations of the Receiver under the assigned leases set forth in Appendix "D" shall be assigned, conveyed, transferred and assumed by BRM; and
- (e) the Receiver's powers and authority to manage the Lands shall be terminated.

Discharge

11. On the evidence before the Court, the Receiver has satisfied its obligations under and pursuant to the terms of the Orders granted in the within proceedings up to and including the date hereof, and the Receiver shall not be liable for any act or omission on its part including, without limitation, any act or omission pertaining to the discharge of its duties in the within proceedings, the termination of the Listing Agreement, the Sale Process or Property Management Agreement, save and except for any liability arising out of any in fraud, gross negligence or willful misconduct on the part of the Receiver, or with leave of the Court. Subject to the foregoing any claims against the Receiver in connection with the performance of its duties are hereby stayed, extinguished and forever barred.

12. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on notice to the Receiver, and upon such terms as this Court may direct.

13. Upon the Receiver filing with the Clerk of the Court a certificate substantially in the form

attached as Appendix "C" hereto confirming that:

- (a) All matters set out in paragraph [7 and 8] of this Order have been completed; and
- (b) [●];

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

14. 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.

15. Service of this Order on any party not attending this application is hereby dispensed with.

J.C.C.K.B.A.

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Appendix "A"
RBC Security Documents

1. Site-Specific Security Agreement dated October 23, 2019 granted by BRM Canada in favour Royal Bank of Canada with respect to the Mortgaged Properties (defined below).
2. General Security Agreement dated August 10, 2021 granted by BRM in favour of Royal Bank of Canada.
3. Commercial Mortgage dated as of October 23, 2019 in a principal amount of \$3,900,000.00 granted by BRM in favour of Royal Bank of Canada as to certain real property in Alberta legally described as:

CONDOMINIUM PLAN 0814562

UNIT 23

AND 233 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 24

AND 232 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 25

AND 325 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 26

AND 315 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 27

AND 316 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 28

AND 325 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 29

AND 325 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 31

AND 168 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 32

AND 285 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 33

AND 270 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND

CONDOMINIUM PLAN 0814562

UNIT 36

AND 168 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Mortgaged Properties**")

4. General Assignment of Rents dated as of October 23, 2019 granted by BRM in favour of Royal Bank of Canada with respect to the Mortgaged Properties.

Appendix "B"
Receiver's Agreements

1. Property Management Agreement dated December 20, 2023 between the Receiver and Veranova Properties Limited (the "**Property Management Agreement**").
2. Valuation Engagement Letter dated January 19, 2024 between the Receiver and Avison Young Valuation & Advisory Services, LP.
3. Listing Agreement dated February 21, 2024 between the Receiver and Avison Young Commercial Real Estate Services, LP.

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Appendix "C"
Transition Certificate

COURT FILE NUMBER 2301-01408

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT BRM CANADA GROUP INC., SAIMA
 QADEER and CHOUDHRY QADEER
 AKRAM

DOCUMENT **RECEIVER'S TRANSITION CERTIFICATE**



ADDRESS FOR SERVICE Cassels Brock & Blackwell LLP
AND 3810, Bankers Hall West
CONTACT INFORMATION OF 888 3 Street SW Calgary, AB T2P 5C5
PARTY FILING THIS
DOCUMENT Attention: Jeff Oliver / Danielle Marechal

 P: 403.351.2921

 E: joliver@cassels.com / dmarechal@cassels.com

 File No.: 043436-18

RECITALS

- A. Pursuant to an Order of the Honourable Justice C.C.J. Feasby of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated December 19, 2023, KPMG Inc. was appointed as the receiver and manager (the "**Receiver**") of certain undertakings, property and assets of BRM Canada Group Inc. (the "**Debtor**").

- B. Pursuant to an Order of the Court dated April 16, 2024, the Court granted a discharge order (the "**Discharge Order**"), pursuant to paragraph [●] of which, upon the filing of a Receiver's certificate certifying that BRM or its counsel has paid to the Receiver or its counsel funds in the amount of \$4,350,000 (the "**Funds**") and that BRM (or its counsel) has confirmed that there are no conditions to the release of the Funds other than those contained in this Discharge Order, the Receiver's powers and authority to manage the Lands shall be terminated.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The Receiver has received the Funds and BRM or its counsel has confirmed in writing to the Receiver that there are no conditions to the release of the Funds other than those contained in the Discharge Order.
2. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

KPMG INC., in its capacity as Receiver of certain undertakings, property and assets of BRM Canada Group In., and not in its personal capacity.

Per; _____

Name:

Title:

Appendix "D"
Assigned Leases

1. Lease Agreement dated February 16, 2024 between the Receiver, Calgary Auto Technician Ltd. (as tenant) and Sanjiv Kumar Malhotra (as guarantor).
2. Lease Agreement dated February 16, 2024 between the Receiver, Icon Kitchen Cabinets Ltd. (as tenant) and Zianullah Rahmani (as guarantor).
3. Lease Agreement dated February 16, 2024 between the Receiver, Zealouse Granite & Tile Ltd. (as tenant) and Mohammad Saeed (as guarantor).

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Appendix "E"
Discharge Certificate

COURT FILE NUMBER 2301-01408
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANT BRM CANADA GROUP INC., SAIMA
QADEER and CHOUDHRY QADEER
AKRAM
DOCUMENT **RECEIVER'S DISCHARGE CERTIFICATE**

Clerk's Stamp

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Cassels Brock & Blackwell LLP
3810, Bankers Hall West
888 3 Street SW Calgary, AB T2P 5C5
Attention: Jeff Oliver / Danielle Marechal
P: 403.351.2921
E: joliver@cassels.com / dmarechal@cassels.com
File No.: 043436-18

RECITALS

- A. Pursuant to an Order of the Honourable Justice C.C.J. Feasby of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated December 19, 2023, KPMG Inc. was appointed as the receiver and manager (the "**Receiver**") of certain undertakings, property and assets of BRM Canada Group Inc. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated April 16, 2024, the Court granted a discharge order (the "**Discharge Order**"), pursuant to paragraph [●] of which, upon the filing of a Receiver's certificate confirming the completion of all matters set out in paragraphs [●] of the Discharge Order, KPMG Inc. ("**KPMG**") shall be discharged over the Property; provided that, notwithstanding its discharge: (i) KPMG shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership of the Property; and (ii) KPMG shall continue to have the benefit of the provisions of all order made in this proceeding, include all approvals, protections and stays of proceedings in favour of KPMG in its capacity as Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. The remaining matters outstanding to complete the administration of the receivership described in paragraphs [●] of the Discharge Order have been completed to the satisfaction of the Receiver.
2. [A copy of the Receiver's final statement of receipts and disbursements in attached as Appendix "1" hereto.]
3. This Certificate was delivered by the Receiver at [Time] on [Date].

KPMG INC., in its capacity as Receiver of certain undertakings, property and assets of BRM Canada Group In., and not in its personal capacity.

Per; _____

Name:

Title: