

Clerk's stamp



COURT FILE NUMBER

1901 - 18029

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF AN APPLICATION UNDER SECTION 47(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3* AND IN THE MATTER OF AN APPLICATION UNDER SECTION 13(2) OF THE *JUDICATURE ACT, RSA 2000, c J-2*

I hereby certify this to be a true copy of the original Order dated this 26 day of June, 2020
for Clerk of the Court

SUN LIFE ASSURANCE COMPANY OF CANADA, AND THOSE OTHER APPLICANTS SET OUT IN SCHEDULE "A.1" OF THE INTERIM RECEIVERSHIP ORDER DATED DECEMBER 20, 2019

APPLICANTS

RESPONDENTS

SUNDANCE PLACE II LTD., SUNDANCE PLACE II 1000 LIMITED PARTNERSHIP by its general partner SUNDANCE PLACE II LTD., AND THOSE OTHER RESPONDENTS SET OUT IN SCHEDULE "A.2" OF THE INTERIM RECEIVERSHIP ORDER DATED DECEMBER 20, 2019

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
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File No.: 131079-100

Date on which this order was pronounced:

June 25, 2020

Location where order was pronounced:

Calgary, Alberta

Name of judge who made this order:

The Honourable Justice Jones

UPON THE APPLICATION by Alvarez and Marsal Canada Inc., LIT, in its capacity as Court-appointed receiver and manager (the "**Receiver**") under the Amended and Restated Receivership Order (Expanded Powers) dated February 19, 2020 (as amended on March 3, 2020, the "**Amended and Restated Receivership Order**");

AND UPON reading the Fifth Report of the Receiver dated June 17, 2020, filed ("**Fifth Report**") and the prior reports submitted by the Receiver in these proceedings, and such additional pleadings and proceedings had and taken in this action;

AND UPON HEARING the submissions of counsel for the Receiver, and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

AND UPON IT APPEARING that all interested and affected parties have been served with notice of this Application;

IT IS HEREBY ORDERED AND DECLARED 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.
2. The amount that the Receiver is permitted to borrow pursuant to paragraph 26 of the Amended and Restated Receivership Order and covered by the Receiver's Borrowings Charge shall be and is hereby increased for the following specific Property:

| Entity (Building Name) | General Partner/Holdco | Legal Description | Prior Borrowing Charge | Increased Borrowing Charge |
|-------------------------------|--|---|-------------------------------|-----------------------------------|
| Arriva Podium | Torode Strategic 1129 GP Ltd. and Torode Strategic 1129 Limited Partnership by its general partner Torode Strategic 1129 GP Ltd. | CONDOMINIUM PLAN 1014767 UNITS 3, 6, 9, 10, 11, 17, 18, 19, 61, 62, 63, 70, 73, 74, 86, 87, 88, 89, 90, 91 AND 3903 UNDIVIDED TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS | \$100,000 | \$250,000 |
| Ship & Anchor Building (534) | 534 Capital Corp. and 534 Limited Partnership by its general partner 534 Capital Corp. | PLAN AI BLOCK 107 THE WESTERLY 10 FEET OF LOT 40 AND ALL OF LOTS 41, 42 AND 43 EXCEPTING THEREOUT: PLAN NUMBER HECTARES (ACRES) MORE OR LESS ROAD 7611168 AS TO PORTION (LOTS 40 TO 43 INCLUSIVE) EXCEPTING THEREOUT ALL MINES AND MINERALS | \$100,000 | \$275,000 |
| Macleod Lands | Macleod Place Ltd. and Macleod Place Limited Partnership by its | FIRST: PLAN 4880AJ BLOCK 2 | \$100,000 | \$150,000 |

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| | <p>general partner Macleod Place Ltd.</p> | <p>LOTS 11 AND 12 EXCEPTING THEREOUT ALL MINES AND MINERAL</p> <p>SECOND: PLAN 4880AJ BLOCK 2 LOTS 13 TO 15 INCLUSIVE EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>THIRD: PLAN 4880AJ BLOCK 2 LOTS 16 TO 19 INCLUSIVE EXCEPTING OUT OF LOTS EIGHTEEN (18) AND NINETEEN (19) ALL MINES AND MINERALS</p> <p>FOURTH: PLAN 4880AJ BLOCK (2) LOTS (32), (33) AND (34) EXCEPTING OUT OF LOT (34) THAT PORTION BOUNDED AS FOLLOWS COMMENCING AT A POINT IN THE EAST BOUNDARY, AT A DISTANCE OF (17) FEET SOUTH OF THE NORTH EAST CORNER OF THE SAID LOT (34) THENCE NORTHERLY ALONG THE SAID EAST BOUNDARY TO THE SAID NORTH EAST CORNER THENCE WESTERLY ALONG THE NORTH BOUNDARY TO THE NORTH WEST CORNER OF THE SAID LOT (34) THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF THE SAID LOT (34) A DISTANCE OF (10) FEET THENCE EASTERLY PARALLEL WITH THE SAID NORTH BOUNDARY A DISTANCE OF (110) FEET THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO THE POINT OF COMMENCEMENT, CONTAINING .012 OF A HECTARE (0.03 OF AN ACRE) MORE OR LESS</p> | | |
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| | | <p>EXCEPTING THEREOUT OF LOT 32 ALL MINES AND MINERALS</p> <p>FIFTH: PLAN 4880AJ BLOCK 2 LOTS 37 AND 38 EXCEPTING THEREOUT A PORTION FOR STREET WIDENING ON PLAN 7611172</p> <p>SIXTH: PLAN 4880AJ BLOCK 13 LOTS 7 AND 8</p> <p>SEVENTH: PLAN 4880AJ BLOCK 13 LOTS 35 TO 38 INCLUSIVE</p> | | |
| Parkwood Office | Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its general partner Parkwood/Eastgate Capital Corp. | <p>FIRST: PLAN 7622073 BLOCK 2 LOT 9 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.45 HECTARES (1.11 ACRES) MORE OR LESS</p> <p>SECOND: PLAN 7622073 BLOCK 2 LOT 10 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.45 HECTARES (1.11 ACRES) MORE OR LESS</p> | \$100,000 | \$275,000 |
| Strategic Centre | Strategic Centre Ltd. and Strategic Centre Limited Partnership by its general partner Strategic Centre Ltd. | <p>PLAN AI BLOCK 48 LOTS 35, 36 AND 37 EXCEPTING OUT OF LOTS 35 AND 36 THE MOST SOUTHERLY 7 FEET THEREOF EXCEPTING THEREOUT ALL MINES AND MINERALS</p> | \$100,000 | \$700,000 |
| Sunpark Plaza | Sunpark Place Ltd. and Sunpark Place Limited Partnership by its general | <p>PLAN 9912291 BLOCK 2 LOT 6</p> | \$100,000 | \$700,000 |

| | | | | |
|--|-------------------------------|--|--|--|
| | partner Sunpark Place Ltd. | EXCEPTING THEREOUT ALL MINES AND MINERALS | | |
|--|-------------------------------|--|--|--|

and the Receiver's Borrowings Charge shall remain in full force and effect at the said increased level and apply, *mutatis mutandis*, to the increased amounts.

3. The Receiver's activities as set out in the Fifth Report are hereby ratified and approved.
4. Service of this Order shall be deemed good and sufficient in the manner set out at paragraphs 42 and 43 of the Amended and Restated Receivership Order.
5. No other persons are entitled to be served with a copy of this Order



Justice of the Court of Queen's Bench of Alberta