

COURT FILE NUMBER **2003 01197**

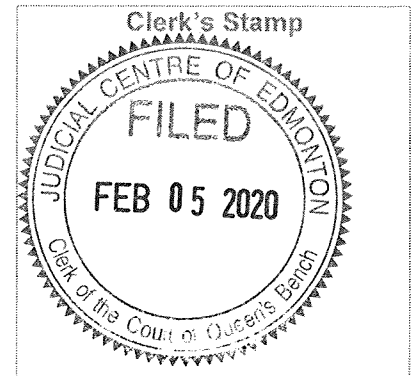
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF **CANADA ICI CAPITAL CORPORATION**

DEFENDANT MAYFIELD CAPITAL CORP., RIAZ MAMDANI AND
IEC LTD.

DOCUMENT **CONSENT ORDER FOR RECEIVER AND
MANAGER**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MICHAEL T. COOMBS
Brownlee LLP
#2200 Commerce Place
10155-102 Street
Edmonton, Alberta T5J 4G8
Telephone: (780) 497-4800
Facsimile: (780) 424-3254
File #: 77676-0918

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


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: **February 5, 2020**

NAME OF MASTER WHO MADE THIS ORDER: **L. IZ. BIRKETT**

LOCATION OF HEARING: **Edmonton, Alberta**

UPON THE APPLICATION of the Plaintiff; AND UPON HEARING READ the Pleadings, the Application materials; AND UPON HEARING READ the Affidavit of Karen Reddekopp dated January 17, 2020 filed; AND UPON being advised that an Interim Receivership Order (the "Interim Receivership Order") appointing Alvarez and Marsal Canada Inc. as the Receiver Manager (the "Interim Receiver") was granted in Court File Number 1901-18029 by Justice K.M. Horner on December 20, 2019 in relation to Mayfield Capital Corp. (the "Defendant") and the hereinafter described Lands; AND UPON being advised that receivership proceedings under the Interim Receivership Order can be terminated by the Plaintiff by the filing of a Termination Certificate as contemplated by the Interim Receivership Order after January 31, 2020; AND UPON being advised that the Plaintiff will be filing and serving a Termination Certificate to terminate the receivership as contemplated by the Interim Receivership Order on February 3, 2020; AND UPON HEARING from Counsel for the Plaintiff; AND UPON NOTING the consent of counsel for the Interim Receiver, the Defendants, and counsel for the subsequent mortgagee, Terrapin Mortgage Investment Company; AND UPON HEARING COUNSEL for any other interested parties, if any;

AND UPON IT APPEARING that the Plaintiff's mortgage is in default; AND UPON IT APPEARING to be just and equitable to appoint a Receiver and Manager;

1. Service of Notice of this Application and supporting materials is hereby deemed to be good and sufficient and the time for service of this Application is abridged to that actually given.
2. Pursuant to Section 49 of the *Law of Property Act*, RSA 2000, c.L-7, and Section 13 (2) of the *Judicature Act* RSA 2000, c. J-2, and subject to the plaintiff filing and serving a Termination Certificate in accordance with paragraph 38 of the Interim Receivership Order, Greystone Property Management Corp. (hereinafter called the "Receiver and Manager") is hereby, as of February 3, 2020 appointed as Receiver, without security or bond, of all of the rentals due and accruing due now or hereinafter from the lands an premises described as

Plan 1844TR

Block 2

Lot 8

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Lands")

and appointed as manager of the undertaking of the property and assets of the Defendant situate upon or relating to the Lands and premises.

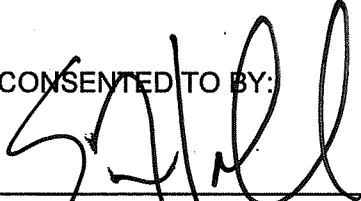
3. The Receiver and Manager shall have all such powers as this Court may from time to time deem expedient, or as are inherent in the office, and without restricting the generality of the foregoing, shall have the power from time to time;
 - a. To manage, administer, maintain and operate the Lands;
 - b. To lease and re-let the Lands or any part thereof, and to renegotiate leases thereof, as may in its discretion deem advisable;
 - c. To terminate leases or obtain possession, or both with respect to the Lands, or any part thereof;
 - d. To collect the rents, profits or other receipts arising from the Lands, or any part thereof;
 - e. To distrain and pursue other remedies available at law or in equity for rent in arrears in the same manner and with the same right of recovery as a landlord;
 - f. From time to time to borrow monies for the purpose of carrying out duties and powers hereunder, including (without limitation) borrowing monies from the Plaintiff, (provided that no more than \$250,000.00 in the aggregate shall be borrowed without further leave of this Court) and to repay and again borrowed monies within the aforesaid limits; all monies so borrowed to be a charge upon the mortgaged Lands bearing the same priority as the Plaintiff's mortgage described in the Statement of Claim;
 - g. To affect repairs and make to improvements needed to render the Lands rentable and to pay for the cost of the same;
 - h. To collect and administer damage deposits and other security deposits; and
 - i. Such other powers as may be deemed just and necessary by this court from time to time.

4. The Receiver and Manager shall be at liberty to employ such agents and assistance, including the appointment of solicitors, as it may consider necessary for the purpose of preserving the said property and assets of the Defendant, carrying on the business and undertaking on the Lands and exercising any the powers granted hereunder, and that any expenditure which shall properly be made or incurred by the Receiver and Manager in doing so shall be allowed it in passing its accounts and shall be for all purposes be deemed to be a disbursement referred to in paragraph 9(a) hereof.
5. The Defendant shall at once deliver over to the Receiver and Manager all the books, documents of every kind, and all damage or security deposits received from or in respect of the Lands, all post-dated cheques and any and all rent and other payments which may hereinafter fall due from the tenants of the Lands, which the Defendants have or will have in their power or possession, relating to the business and undertaking on the Lands. Without limiting the generality of the foregoing and the terms of the Interim Receivership Order, a request for any Records that the Debtor has provided to the Interim Receiver will first be made of the Interim Receiver and the Interim Receiver is authorized and directed to make available to the Receiver upon the Receiver and Manager's request any Records provided to the Interim Receiver by the Debtor or any affiliate of the Debtor and the Interim Receiver will be compensated by the Receiver and Manager for its costs for any work related to the request, preparation and delivery of any records to the Receiver and Manager, which costs shall be secured by the Receiver's Charge (as defined in the Interim Receivership Order).
6. The Interim Receiver shall continue to have the benefit of the Receiver's Charge (as defined in the Interim Receivership Order) which charge shall secure:
 - a) the professional fees and disbursements of the Interim Receiver and counsel to the Interim Receiver which were incurred prior to the Termination Time (as defined in the Interim Receivership Order) in relation to the Property (as defined in the Interim Receivership Order) which includes the Lands (as defined herein); and
 - b) the professional fees and disbursements of the Interim Receiver and counsel to the Interim Receiver which are incurred after the Termination Time on account of costs and services rendered by the Interim Receiver to transition the Property (as defined in the Interim Receivership Order), which includes the Lands, to the Receiver and Manager.
7. The Interim Receiver shall collect the proceeds of any rents, profits and other monies with respect to the Lands for the month of February 2020 which shall be subject to the Receiver's Charge (as defined in the Interim Receivership Order).
8. The Interim Receiver shall provide an accounting to Canada ICI Capital Corporation of its Receiver Charges referenced in the Interim Receivership Order and paragraph 6 of this Order within 45 days of the date of this Order. After the said Receiver Charges are paid any funds that continue to be held by the Interim Receiver in relation to the Lands shall be forthwith paid to Canada ICI Capital Corporation without further Order of this Court.
9. The Receiver and Manager shall pay the proceeds of any rents, profits and other monies collected or received by it for the month of March 2020 and going forward as follows:
 - a. First, towards fees and disbursements allowed to the Receiver and Manager as and by way of remuneration for its services as Receiver and Manager, including any disbursements for normal operating expenses and utilities;

- b. Second, in payment of taxes accruing and owing in relation to the Lands;
 - c. Third, to repay any money's borrowed by the Receiver and Manager as permitted by this Order;
 - d. Fourth, in reduction of the claims of the Plaintiff for the outstanding balances owed from time to time in care of its solicitors as may be proved to the satisfaction of the Receiver and Manager, and such costs and expenses, including legal costs on a solicitor client full indemnity basis, as may be allowed by the Court;
 - e. Fifth, in reduction of the indebtedness owing to Terrapin Mortgage Investment Company pursuant to its second charge mortgage on the Lands; and
 - f. The balance, if any, remaining shall be held by the Receiver subject to the further order of the Court upon Application by any interested party.
10. Prior to payment of the fees which it proposes by way of account or interim account per remuneration in its capacity as Receiver and Manager, the Receiver and Manager shall from time to time provide to the solicitors for the Plaintiff statements of the said fees.
11. Prior to discharge the Receiver and Manager shall have its accounts approved by the Court.
12. The Receiver and Manager shall not be required to furnish any security or bond for the due performance of its duties.
13. Save and except this action commenced by Canada ICI Capital Corporation or any action that may be commenced by a subsequent mortgagee, no proceeding against or in respect of the Property and the Lands shall be commenced or continued, except with the written consent of the Receiver and Manager or with leave of this court and any and all proceedings currently under way against or in respect of the Property and the Lands are hereby stayed and suspended pending further Order of this court, provided, however, that nothing in this Order shall:
- a. Prevent any person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and
 - b. Affect a regulatory body's investigation in respect of the Defendant, Mayfield Capital Corp., or an action, suit or proceeding that is taken in respect of the Defendant, Mayfield Capital Corp., by or before the regulatory body, other than the enforcement of a payment order by the regulatory body or the court. "Regulatory body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.
14. For clarity, nothing contained in this Order shall prevent or limit Canada ICI Capital Corporation, or any subsequent mortgagee, from taking any steps or exercising any rights under their security or at law as against the Lands and the Property.
15. Service of the this Order on the Defendants may be sufficiently effected upon the Defendants by serving their counsel, Sean Collins of McCarthy Tetraault LLP by email at the address of scollins@mccarthy.ca.

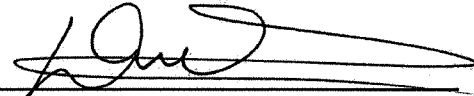
16. A true copy of this Order shall be served upon the person appointed or employed by the Defendant to collect the rents and all other payments from the Lands, alternatively, upon the tenants presently or in the future occupying the Lands, which may be effected by personally serving the said employee or alternatively by leaving a true copy of this Order at the units in question on the Lands, as the case may be.
17. Forthwith upon service of a true copy of this Order as aforesaid any and all rental payments which may then be due or may thereafter fall due from time to time relating to the Lands, or any part thereof, shall be paid to the Receiver and Manager, and that payment of the rentals to the Receiver and Manager as aforesaid shall be deemed, as to those rentals received, to be an effective payment of such rental to the landlord.
18. The Plaintiff shall be entitled to its costs for this action on a solicitor client full indemnity basis, including all costs and expenses of the Receiver and Manager.
19. The Receiver and Manager may from time to time apply to this Honorable Court for direction and guidance in the discharge in its duties as Receiver and Manager of the Lands.

CONSENTED TO BY:



McCarthy Tetraault LLP
Per: Sean F. Collins
Counsel for the Defendants

" L. R. BIRKETT "
Master of the Court of Queen's Bench of Alberta



Borden Ladner Gervais LLP
Per: David Madsen, Q.C.
Counsel for the subsequent mortgagee,
Terrapin Mortgage Investment Company

Dentons Canada LLP
Per: Sam Gabor
Counsel for the Interim Receiver,
Alvarez and Marsal Canada Inc.


16. A true copy of this Order shall be served upon the person appointed or employed by the Defendant to collect the rents and all other payments from the Lands, alternatively, upon the tenants presently or in the future occupying the Lands, which may be effected by personally serving the said employee or alternatively by leaving a true copy of this Order at the units in question on the Lands, as the case may be.
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18. The Plaintiff shall be entitled to its costs for this action on a solicitor client full indemnity basis, including all costs and expenses of the Receiver and Manager.
19. The Receiver and Manager may from time to time apply to this Honorable Court for direction and guidance in the discharge in its duties as Receiver and Manager of the Lands.

Master of the Court of Queen's Bench of Alberta

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McCarthy Tetrault LLP
Per: Sean F. Collins
Counsel for the Defendants

Borden Ladner Gervais LLP
Per: David Madsen, Q.C.
Counsel for the subsequent mortgagee,
Terrapin Mortgage Investment Company



Dentons Canada LLP
Per: Sam Gabor
Counsel for the Interim Receiver,
Alvarez and Marsal Canada Inc.

