



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*

APPLICANTS SUN LIFE ASSURANCE COMPANY OF CANADA, AND THOSE  
OTHER APPLICANTS SET OUT IN THE ATTACHED SCHEDULE  
"A.1"

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 THE  
ATTACHED SCHEDULE "A.2"

DOCUMENT **INTERIM RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

THOSE COUNSEL AND PARTIES LISTED IN THE ATTACHED  
SCHEDULE "B"  
I hereby certify this to be a true copy of  
the original Order

Dated this 20 day of Dec / 19.

[Signature]  
for Clerk of the Court

**DATE ON WHICH ORDER WAS PRONOUNCED:**  
**NAME OF JUDGE WHO MADE THIS ORDER:**  
**LOCATION OF HEARING:**

December 20, 2019  
The Honourable Justice K.M. Horner  
Calgary, Alberta

**UPON** the application of the parties listed in Schedule "A.1" (collectively, the "**Applicants**")  
in respect of the parties listed in Schedule "A.2" (collectively, the "**Debtors**");

**AND UPON** having read the Originating Application, filed December 18, 2019, the Amended  
Originating Application and other materials filed in these proceedings and also those materials filed  
in Action No. 1901-17394 and Action No. 1901-17453;

**AND UPON** reading the consent of Alvarez & Marsal Canada Inc., LIT to act as receiver  
("**Receiver**") over the Property (defined below);

**AND UPON** hearing counsel for the Applicants, counsel for the Debtors, counsel for certain special purpose numbered companies (collectively, the "**TPMT Co-Owner**") and any other counsel or other interested parties in attendance;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the application for this order (the "**Order**") is hereby abridged and service thereof is deemed good and sufficient and this application is properly returnable today.

**APPOINTMENT**

2. Pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, and section 49(2) of the *Law of Property Act*, RSA 2000, c L-7, Alvarez & Marsal Canada Inc., LIT is hereby appointed as receiver and manager, without security, of:
  - (a) the lands and premises legally described in Schedule "**C**" hereto (collectively, the "**Lands**"); and
  - (b) all of the Debtors' present and after-acquired personal property situated on the Lands or which at any time was annexed to, comprised in, pertaining or relating to or used in connection with the Lands, including all rents, deposits, bank accounts, other amounts and all books and records associated with such property and the Lands, (the "**Collateral**", or, when reference is being made to the Collateral and the Lands, collectively, the "**Property**").
3. The Debtors' estates will be jointly administered by the Receiver for procedural purposes, provided, however, that nothing herein shall be deemed or construed as directing a substantive consolidation of any of the Property. In particular, the Receiver shall maintain separate accounting and bank accounts for each of the Lands and related Collateral.

**RECEIVER'S POWERS**

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the

Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors in connection with the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or perform or cease to perform any contracts of the Debtors;
- (d) to engage consultants, agents, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to receive and collect all rents payable to the Debtors and to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in connection with the Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (f) to execute, assign, issue and endorse documents as are imminently required in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (g) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors in connection with the Property as are imminently required;
- (h) to report to, meet with and discuss with such affected Persons (as defined below), including, the mortgage lenders and co-owners, as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (i) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for

registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall - accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;

- (j) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority in connection with the Property as are imminently required and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (k) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

- 5. The (i) Debtors together with any affiliates, including the Strategic Managers (as defined below); (ii) all of their respective current and former directors, officers, employees, consultants, agents, accountants, legal counsel and shareholders, any third party property managers, and all other persons acting on their instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver and the Property Manager (as defined below) and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors in connection with the Property, and any computer programs, computer tapes, computer disks

or other data storage media containing any such information (the foregoing, collectively, the **"Records"**) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient to the extent necessary to fulfill its mandate under this Order, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. No proceeding or enforcement process in any court or tribunal (each, a **"Proceeding"**), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE PROPERTY**

9. No Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order

shall: (i) 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 (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors 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.

#### **NO EXERCISE OF RIGHTS OF REMEDIES**

10. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Property, or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:
  - (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on in connection with the Property;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien;
  - (d) prevent the filing of any caution, caveat or similar registration on title in respect of any co-owner's beneficial interest in respect of the Lands;
  - (e) prevent the registration of transfers / warranty deeds of legal title in respect of any co-owner's beneficial interest in respect of the Lands; or
  - (f) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment in connection with the Property.
11. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party

except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

#### **NO INTERFERENCE WITH THE RECEIVER**

12. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtors in connection with the Property, except with the written consent of the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

#### **APPLICANT MORTGAGE LENDERS**

13. Subject to paragraph 18, nothing contained in this order shall prevent or limit the Applicant mortgage lenders from taking any steps or exercising any rights under their security or at law.

#### **PROPERTY MANAGER**

14. The Receiver is hereby authorized and directed to engage Colliers International Inc. (the "**Property Manager**") to manage, operate and carry on the business of the Debtors in connection with the Property.
15. The Property Manager is authorized and directed to report directly to the mortgage lenders and any co-owners in respect of the specific Lands and related Collateral. The Receiver is authorized to release funds in accordance with the direction of the Property Manager without independent verification and without any liability to the Receiver.
16. The Receiver shall, on or before 12:00 pm (prevailing Mountain Time) on December 23, 2019, advise Strategic Real Estate Management, Strategic Maintenance Limited, Strategic Team Partnership (collectively, the "**Strategic Managers**") whether or not it shall retain the services of the Strategic Managers, and in respect of which Lands, for the month of January 2020. If the Receiver, ~~as applicable~~<sup>as applicable</sup>, so elects, it shall pre-pay, out of rents received on January 1, 2020, the Strategic Managers in respect of those services in accordance with existing agreements as set-out in the cash flow forecasts appended as Exhibits "3" through "57" of Affidavit #2 of Riaz Mamdani filed December 17, 2019 in Action No. 1901-17453.

- 16A. The Strategic Managers and the Debtors shall cooperate fully with the Property Manager and the Receiver and shall continue to provide property management and other services to the Receiver in accordance with existing agreements with the Debtors until such time as the Receiver no longer requires their services. Neither the Strategic Managers nor the Debtors shall have any power or authority to make any discretionary decisions in respect of property management nor shall they have any power or authority to alter any contractual obligations and neither the Strategic Managers nor the Debtors shall have any powers in respect of banking arrangements and credit authorization in respect of the Property.

#### **CONTINUATION OF SERVICES**

17. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors in connection with the Property, including without limitation all agreements, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors in relation to the Property,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements.

18. Any Person who leases a real property interest from the Debtors under any lease or agreement to lease, whether written or oral (each a "**Lease**"), shall pay all rent due to the relevant Debtor pursuant to the terms of the Lease to the Receiver as and when due.

#### **RECEIVER TO HOLD FUNDS**

19. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the collection of any rents and accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver in respect of each Debtor and in respect of each Debtor's Property (the "**Post Receivership Accounts**")



and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

## **EMPLOYEES**

20. Subject to employees' rights to terminate their employment, all employees of the Debtors employed in connection with the Property shall remain the employees of the Debtors. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47 ("WEPPA").

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

21. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

- A. complies with the order, or
  - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
  - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

22. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order, the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

#### **RECEIVER'S ACCOUNTS**

23. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens,

charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.

24. The Receiver and its legal counsel shall pass their accounts from time to time.
25. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

26. The Receiver be at liberty and it is hereby empowered, in consultation with the mortgage lenders and co-owners in respect of the specific Lands and related Collateral, to borrow by way of a revolving credit or otherwise, such monies from time to time as are imminently required to safeguard the Property, provided that the outstanding principal amount does not exceed \$100,000 in respect of any specific Property (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures on a property specific basis. Only that specific Property in respect of which the Receiver is required to borrow monies shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies so borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, on the particular Property, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.
27. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
28. The Receiver is at liberty and authorized to issue certificates, in respect of any specific Property, substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

29. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, in respect of the specific Property so charged in accordance with paragraph 25, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
30. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the specific Property charged by the Receiver's Borrowing Charge or any proceeds, without further approval of this Court.

#### **ALLOCATION**

31. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge amongst the various assets comprising the Property.

#### **GENERAL**

32. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
33. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
34. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
35. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

36. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
37. The Applicants shall have their costs of this application, up to and including entry and service of this Order, provided for by the terms of each Applicant's security or, if not so provided by any such Applicant's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis with such priority as against the respective Property and at such time as this Court may determine.
38. At any time after January 31, 2020 any Applicant may file with the Clerk of the Court and serve on all parties to these proceedings a certificate in the form attached as Schedule "E" (the "**Termination Certificate**") advising that such Applicant wishes to terminate these receivership proceedings in respect of the Property against which it holds security. Effective as of 12:01 a.m. (Mountain Time) on the date of such filing (the "**Termination Time**") without further act or formality, the Receiver shall be discharged as Receiver of the respective Property and Debtors, 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 this Order and any other Orders made in this proceeding, including the Receiver's Charge, the Receiver's Borrowing Charge, all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver, including in connection with any action taken by the Receiver following the Termination Time.
39. The respective Debtor(s) and the Receiver will cooperate with such Applicant(s) to ensure an orderly transition from these proceedings to any mortgagee-driven proceeding or other arrangement in respect of such Applicant(s) and the respective Debtor's Collateral.
40. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

## FILING

41. The Receiver shall establish and maintain a website in respect of these proceedings at [www.alvarezandmarsal.com/strategicgroup](http://www.alvarezandmarsal.com/strategicgroup) (the "**Receiver's Website**") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
42. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.
43. 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.

"K.M. Horner"

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A.1" – THE APPLICANTS	SCHEDULE "A.2" – THE RESPONDENTS
ACM Advisors Ltd.	<ul style="list-style-type: none"> <li>• Sundance Place II Ltd. and Sundance Place II 1000 Limited Partnership by its general partner Sundance Place II Ltd.</li> </ul>
ATB Financial	<ul style="list-style-type: none"> <li>• Bonavista Square Ltd. and Bonavista Square Limited Partnership by its general partner Bonavista Square Ltd.</li> <li>• Stony Plain Capital Corp. and Stony Plain Limited Partnership by its general partner, Stony Plain Capital Corp.</li> <li>• Airdrie Gateway Block 3 Capital Corp. and Airdrie Gateway Block 3 Limited Partnership by its general partner, Airdrie Gateway Block 3 Capital Corp.</li> </ul>
Bank of Montreal	<ul style="list-style-type: none"> <li>• Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp.</li> <li>• Avenida Village Ltd. and Avenida Village Limited Partnership by its general partner Avenida Village Ltd.</li> <li>• One Six Capital Corp. and One Six Limited Partnership by its general partner One Six Capital Corp.</li> </ul>
Business Development Bank of Canada	<ul style="list-style-type: none"> <li>• 411 Capital Corp., 411 Ltd. and 411 Limited Partnership by its general partner 411 Ltd.</li> </ul>
Canada ICI Capital Corporation	<ul style="list-style-type: none"> <li>• 1112-1124 Capital Corp. and 1112-1124 Limited Partnership by its general partner 1112-1124 Capital Corp.</li> <li>• 808 Capital Corp. and 808 Limited Partnership by its general partner 808 Capital Corp.</li> <li>• Airdrie Gateway Block 2 Capital Corp. and Airdrie Gateway Block 2 Limited Partnership by its general partner Airdrie Gateway Block 2 Capital Corp.</li> <li>• Bonavista Square Ltd. and Bonavista Square Limited Partnership by its general partner Bonavista Square Ltd.</li> </ul>

	<ul style="list-style-type: none"> <li>• Deerfoot 17 Corp. and Deerfoot 17 Limited Partnership by its general partner Deerfoot 17 Corp.</li> <li>• Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner, Macleod Place Ltd.</li> <li>• Mayfield Capital Corp. and Mayfield Limited Partnership by its general partner Mayfield Capital Corp.</li> <li>• Airdrie Creekside Capital Corp. and Airdrie Creekside Limited Partnership by its general partner Airdrie Creekside Capital Corp.</li> <li>• Torode Strategic 1129 GP Ltd. and Torode Strategic Limited Partnership by its general partner Torode Strategic 1129 GP Ltd.</li> <li>• Shelbourne Place Ltd. and Shelbourne Place Limited Partnership by its general partner Shelbourne Place Ltd.</li> <li>• Stella Place Capital Corp. and Stella Place Limited Partnership by its general partner Stella Place Capital Corp.</li> <li>• Sundance Place II Ltd., Sundance Place II 3000 Limited Partnership by its general partner Sundance Place II Ltd. and Sundance Place II 4000 Limited Partnership by its general partner Sundance Place II Ltd.</li> <li>• Sundance Place Ltd. and Sundance Place Limited Partnership by its general partner Sundance Place Ltd.</li> <li>• Sundance Place II 2000 Limited Partnership by its general partner Sundance Place II Ltd. and Sundance Place II 5000 Limited Partnership by its general partner Sundance Place II Ltd.</li> <li>• Sunpark Place Ltd. and Sunpark Place Limited Partnership by its general partner Sunpark Place Ltd.</li> </ul>
Canadian Imperial Bank of Commerce	<ul style="list-style-type: none"> <li>• Centro 2102 Capital Corp. and Centro 2102 Limited Partnership by its general partner</li> </ul>



	Centro 2102 Capital Corp.
Canadian Western Bank	<ul style="list-style-type: none"> <li>• 534 Capital Corp. and 534 Limited Partnership by its general partner 534 Capital Corp.</li> <li>• Glenmore Commerce Court Capital Corp. and Glenmore Commerce Court Limited Partnership by its general partner Glenmore Commerce Court Capital Corp.</li> <li>• Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner Macleod Place Ltd.</li> <li>• Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its general partner Parkwood/Eastgate Capital Corp.</li> <li>• Petro Fina Capital Corp. and Petro Fina Building Limited Partnership by its general partner Petro Fina Building Limited Partnership</li> <li>• Strategic Centre Ltd. and Strategic Centre Limited Partnership by its general partner Strategic Centre Ltd.</li> </ul>
Centurion Mortgage Capital Corporation	<ul style="list-style-type: none"> <li>• Stony Plain Capital Corp. and Stony Plain Limited Partnership by its general partner Stony Plain Capital Corp.</li> </ul>
CIBC Mortgages Inc.	<ul style="list-style-type: none"> <li>• Place 9-6 Ltd. and Place 9-6 Limited Partnership by its general partner Place 9-6 Ltd.</li> </ul>
CMLS Financial Ltd.	<ul style="list-style-type: none"> <li>• Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp.</li> </ul>
Computershare Trust Company of Canada	<ul style="list-style-type: none"> <li>• Airways Business Plaza Capital Corp. and Airways Business Plaza Limited Partnership by its general partner Airways Business Plaza Capital Corp.</li> <li>• Centre 1000 Capital Corp. and Centre 1000 Limited Partnership by its general partner Centre 1000 Capital Corp.</li> </ul>

	<ul style="list-style-type: none"> <li>• Deerfoot Court (2011) Capital Corp. and Deerfoot Court (2011) Limited Partnership by its general partner Deerfoot Court (2011) Capital Corp.</li> <li>• 550 Capital Corp. and 550 Limited Partnership by its general partner 550 Capital Corp.; and</li> <li>• 1445122 Alberta Ltd. in the description the description of the Airways Property e.g. 1445122 Alberta Ltd. and Airways Business Plaza Limited Partnership by its general partner Airways Business Plaza Capital Corp.</li> </ul>
Connect First Credit Union Ltd. as the successor in interest to First Calgary Savings & Credit Union Ltd. and First Calgary Financial Credit Union Limited.	<ul style="list-style-type: none"> <li>• Willow Park Capital Corp. and Willow Park Limited Partnership by its general partner Willow Park Capital Corp.</li> <li>• Wesley Church Building Inc. and Wesley Church Building Limited Partnership by its general partner Wesley Church Building Inc.</li> <li>• Paramount Building Ltd. and Paramount Building Limited Partnership by its general partner Paramount Building Ltd.</li> </ul>
Equitable Life Insurance Company of Canada	<ul style="list-style-type: none"> <li>• 1220 Kensington Road Corp.</li> </ul>
Fiera Properties Debt Strategies Ltd.	<ul style="list-style-type: none"> <li>• Center Street GP Ltd. and Center Street Limited Partnership by its general partner Center Street GP Ltd.</li> </ul>
Industrial Alliance Insurance and Financial Services	<ul style="list-style-type: none"> <li>• Inglewood 9<sup>th</sup> Avenue GP Ltd. and Inglewood 9<sup>th</sup> Avenue Limited Partnership by its general partner Inglewood 9<sup>th</sup> Avenue GP Ltd.</li> </ul>
Institutional Mortgage Capital Canada Inc.	<ul style="list-style-type: none"> <li>• 744 (2011) Capital Corp. and 744(2011) Limited Partnership by its general partner 744 (2011) Capital Corp.</li> </ul>
MCAP Financial Corporation	<ul style="list-style-type: none"> <li>• 926 Capital Corp. and 926 Limited Partnership by its general partner 926 Capital Corp.</li> <li>• Parallel Centre Ltd. and Parallel Centre Limited Partnership by its general partner Parallel Centre Ltd.</li> </ul>

	<ul style="list-style-type: none"> <li>Centre Eleven Capital Corp. and Centre Eleven Limited Partnership by its general partner Centre Eleven Capital Corp.</li> </ul>
Royal Bank of Canada	<ul style="list-style-type: none"> <li>20/20 Capital Corp. and 20/20 Limited Partnership by its general partner 20/20 Capital Corp.</li> <li>Petro West Ltd. and Petro West Limited Partnership by its general partner Petro West Ltd.</li> </ul>
SBI Canada Bank	<ul style="list-style-type: none"> <li>Blackfoot Centre Ltd. and Blackfoot Centre Limited Partnership by its general partner Blackfoot Centre Ltd.</li> </ul>
Servus Credit Union	<ul style="list-style-type: none"> <li>Pegasus Business Park Limited Partnership and Pegasus Business Park Ltd.</li> </ul>
Sun Life Assurance Company of Canada	<ul style="list-style-type: none"> <li>Sundance Place II Ltd. and Sundance Place II 1000 Limited Partnership by its general partner Sundance Place II Ltd.</li> </ul>
Terrapin Mortgage Corporation	<ul style="list-style-type: none"> <li>Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp.</li> <li>Mayfield Capital Corp. and Mayfield Limited Partnership by its general partner Mayfield Capital Corp.</li> </ul>
Vancity Community Investment Bank	<ul style="list-style-type: none"> <li>First Street Plaza GP Ltd. and First Street Plaza (2006) Limited Partnership by its general partner First Street Plaza GP Ltd.</li> <li>Louise Block Capital Corp. and Louise Block Limited Partnership by its general partner Louise Block Capital Corp.</li> <li>Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner Macleod Place Ltd.</li> <li>Mission Centre Inc. and Mission Centre Limited Partnership by its general partner Mission Centre Inc.</li> <li>Sundance Place II Ltd. and Sundance Place II 6000 Limited Partnership by its general partner Sundance Place II Ltd.</li> </ul>



**SCHEDULE "B"****ADDRESSES FOR SERVICE**

<b>Party</b>	<b>Telephone</b>	<b>Fax</b>	<b>Role</b>
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<b>BROWNLEE LLP</b> 10155 102 St NW Edmonton, AB T5J 4G8  <b>MICHAEL COOMBS</b> E-mail: <a href="mailto:mcoombs@brownleelaw.com">mcoombs@brownleelaw.com</a>			Counsel to Canada ICI Capital Corporation and SBI Canada Bank

Party	Telephone	Fax	Role
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<b>SERVUS CREDIT UNION</b> Servus Corporate Centre 151 Karl Clark Road NW Edmonton, AB, T6N 1H5  <b>LINDSAY STIRTON</b>	780-638-8566		Secured Party (Pegasus Business Park Limited Partnership and Pegasus Business Park Ltd.)
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## SCHEDULE "C"

### THE LANDS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
1.	Airways Business Plaza	1445122 Alberta Ltd	PLAN SOUTH AIRWAYS INDUSTRIAL PARK CALGARY 781007 BLOCK FIFTEEN (15) LOT ONE (1) EXCEPTING THE SOUTH EIGHTY EIGHT AND FOUR HUNDRED AND ONE THOUSANDTHS (88.401) METERS IN PERPENDICULAR WIDTH THROUGHOUT THE SAID LOT CONTAINING 0.846 HECTARES (2.09 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS  PLAN 8610719 BLOCK 15 LOT 7 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.463 HECTARES (1.14 ACRES) MORE OR LESS
2.	Aqua	Airdrie Gateway Block 2 Capital Corp.	PLAN 1213592 BLOCK 2 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
3.	Arriva Podium	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
4.	Aura 1000 Property	Aura Capital Corp.	PLAN 1210641 BLOCK 1 LOT 9 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.678 HECTARES (1.68 ACRES) MORE OR LESS
5.	Aura 2000 and 3000 Property	Aura Capital Corp.	FIRST: CONDOMINIUM PLAN 1411763 UNIT 1 AND 3974 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROEPRTY EXCEPTING THEREOUT ALL MINES AND MINERALS  SECOND: CONDOMINIUM PLAN 1411763 UNIT 2 AND 3433 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROEPRTY EXCEPTING THEREOUT ALL MINES AND MINERALS
6.	Aura 4000 Property	Aura Capital Corp.	CONDOMINIUM PLAN 1411763 UNIT 3 AND 2593 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
7.	Avenida Place	Bonavista Square Ltd.	PLAN 9912347 BLOCK 1 LOTS 5 to 8 inclusive EXCEPTING THEREOUT ALL MINES AND MINERALS
8.	Avenida Village	Avenida Village Ltd.	PLAN 8811251 BLOCK 1 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 3.83 HECTARES (9.46ACRES) MORE OR LESS
9.	Blackfoot Centre	Blackfoot Centre Ltd.	PLAN 2175JK BLOCK 1 EXCEPTING THEREOUT ALL MINES AND MINERALS
10.	Bonavista/Avenida Place	Bonavista Square Ltd.	FIRST: PLAN 9912347 BLOCK 1 LOT 5 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.301 HECTARES (0.74 ACRES) MORE OR LESS  SECOND: PLAN 9912347 BLOCK 1 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.368 HECTARES (0.91 ACRES) MORE OR LESS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<p>THIRD:  PLAN 9912347  BLOCK 1  LOT 7  EXCEPTING THEREOUT ALL MINES AND MINERALS  AREA: 1.203 HECTARES (2.97 ACRES) MORE OR LESS</p> <p>FOURTH:  PLAN 9912347  BLOCK 1  LOT 8  EXCEPTING THEREOUT ALL MINES AND MINERALS  AREA: 0.458 HECTARES (1.13 ACRES) MORE OR LESS</p>
11.	Centre 1000	Centre 1000 Capital Corp.	PLAN 3946N BLOCK 24 LOTS 5 TO 10 INCLUSIVE
12.	Centre Eleven Property	Centre Eleven Capital Corp.	PLAN CALGARY 3946N BLOCK SEVENTEN (17) LOTS FIFTEEN (15) TO NINETEEN (19) INCLUSIVE AND THE WESTERLY FORTY (40) FEET THROUGHOUT LOTS TWENTY (20) TO TWENTY FOUR (24) INCLUSIVE
13.	Centro Building	Centro 2102 Capital Corp.	PLAN 21290 BLOCK 20 LOTS 1 THROUGH 4 INCLUSIVE EXCEPTING THEREOUT OF LOT 3 ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
14.	Deerfoot 17	Deerfoot 17 Corp.	<p>FIRST  PLAN CALGARY 4946T  BLOCK TWENTY TWO (22)  LOTS THIRTY THREE (33) TO FORTY (40)  INCLUSIVE  EXCEPTING OUT OF LOT FORTY (40) THE  CORNER CUT ON PLAN 8210932  EXCEPTING THEREOUT OF LOT THIRTY THREE  (33) AND LOTS THIRTY SEVEN (37) TO FORTY (40)  INCLUSIVE ALL MINES AND MINERALS</p> <p>SECOND:  PLAN 4946T  BLOCK 22  LOT 31</p> <p>THIRD:  PLAN 4946T  BLOCK 22  LOT 32</p> <p>FOURTH:  PLAN 7014FW  PARCEL B  PORTION LOT A, BLOCK 22, PLAN CALGARY  4946T</p>
15.	Deerfoot Court	Deerfoot Court (2011) Capital Corp.	PLAN 8210117 BLOCK 13 LOT 20 EXCEPTING THEREOUT ALL MINES AND MINERALS
16.	Entro Building	Stony Plain Capital Corp	CONDOMINIUM PLAN 1720526 UNIT 1 AND 6446 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

<b>No.</b>	<b>Entity (Building Name)</b>	<b>General Partner/Holdco</b>	<b>Legal Land Description</b>
17.	First Street Plaza	First Street Plaza GP Ltd.	PLAN C BLOCK 16 LOTS 21 TO 24 INCLUSIVE EXCEPTING THEREOUT A PORTION FOR STREET WIDENING ON PLAN 8310173 EXCEPTING THEREOUT ALL MINES AND MINERALS
18.	Glenmore Commerce Court	Glenmore Commerce Court Capital Corp.	PLAN 0110420 BLOCK 2 CONTAINING .8410 HECTARES (2.08 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1811789 ROAD 0.013 0.03 EXCEPTING THEREOUT ALL MINES AND MINERALS
19.	Inglewood 1410	Inglewood 9 <sup>th</sup> Avenue GP Ltd.	PLAN A3 BLOCK 12 LOT 'A' AND LOTS 1-7 INCLUSIVE EXCEPTING THEREOUT ALL MINES AND MINERALS OUT OF LOTS 6 & 7
20.	Kensington Building Limited Partnership	Kensington Building Capital Corp. (GP) / 1220 Kensington Road Capital Corp. (Holdco)	PLAN 5609J BLOCK C LOTS 1 TO 4 INCLUSIVE
21.	Louise Block	Louise Block Capital Corp.	PLAN "A" BLOCK 72 LOTS 37 TO 40 INCLUSIVE

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
22.	Macleod Lands	Macleod Place Ltd.	<p>FIRST:  PLAN 4880AJ  BLOCK 2  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>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<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  EXCEPTING THEREOUT OF LOT 32 ALL MINES  AND MINERALS</p>



No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<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>
23.	MacLeod Place	MacLeod Place Ltd.	<p>PLAN 4269HS  BLOCK 1  LOT 2  EXCEPTING THEROUT ALL MINES AND MINERALS</p>
24.	MacLeod Place	MacLeod Place Ltd.	<p>FIRST:  PLAN 4880AJ  BLOCK 13  LOTS 5 AND 6</p> <p>SECOND:  PLAN 4880AJ  BLOCK 13  LOTS 1 TO 4 INCLUSIVE</p>
25.	Mayfield Business Centre	Mayfield Business Centre	<p>PLAN 1844TR  BLOCK 2  LOT 8  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
26.	Mayfield Business Centre	Mayfield Capital Corp.	PLAN 1844TR BLOCK 2 LOT 8 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 1.81 HECTARES (4.47 ACRES) MORE OR LESS
27.	Mission Centre	Mission Centre Inc.	PLAN 4453L BLOCK 7 LOTS 6 TO 9 INCLUSIVE EXCEPTING OUT OF LOT NINE (9), AS TO SURFACE ONLY THE CORNER CUT OFF ON PLAN 6984JK
28.	Mission 17	Centre Street GP Ltd.	PLAN 0210992 BLOCK 4 LOT 41 EXCEPTING THEREOUT ALL MINES AND MINERALS
29.	ONE6	One Six Capital Corp.	PLAN CALGARY 2768JK BLOCK ONE (1) CONTAINING 0.392 HECTARES (0.97 ACRES) MORE OR LESS EXCEPTING THEREOUT: FIRST: A PORTION FOR ROAD WIDENING AND LANE FOR PLAN 8310651 SECONDLY: PLAN NUMBER HECTARES MORE OR LESS ACRES MORE OR LESS ROAD 8910148 0.08 0.020 EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
30.	Parallel Centre Property	Parallel Centre Ltd.	PLAN "A" 1 CALGARY BLOCK THIRTY SIX (36) LOTS THIRTY THREE (33) TO FORTY (40) INCLUSIVE EXCEPTING THEREOUT AS TO SURFACE ONLY A PORTION FOR STREET WIDENING ON PLAN 8310476  EXCEPTING THEREOUT OUT OF LOTS THIRTY THREE (33) AND THIRTY FOUR (34) ALL MINES AND MINERALS
31.	Paramount Building	Paramount Building Ltd.	PLAN A BLOCK 68 LOTS 21 TO 24 INCLUSIVE EXCEPTING THEREOUT: ROAD WIDENING PLAN NUMBER 8210057 0.015 HECTARES/ 0.04 ACRES (MORE OR LESS)
32.	Parkwood Office	Parkwood/Eastgate Capital Corp.	FIRST: PLAN 7622073 BLOCK 2 LOT 9 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.45 HECTARES (1.11 ACRES) MORE OR LESS  SECOND: PLAN 7622073 BLOCK 2 LOT 10 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.45 HECTARES (1.11 ACRES) MORE OR LESS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			THIRD: PLAN 7622073 BLOCK 2 LOT 11 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.45 HECTARES (1.11 ACRES) MORE OR LESS
33.	Pegasus Business Park Limited Partnership	Pegasus Business Park Ltd.	FIRST: CONDOMINIUM PLAN 0010444 UNIT 6 AND 312 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS  SECOND: CONDOMINIUM PLAN 0010444 UNIT 7 AND 317 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS  THIRD: CONDOMINIUM PLAN 0010444 UNIT 8 AND 317 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<p>FOURTH:  CONDOMINIUM PLAN 0010444  UNIT 9  AND 317 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>FIFTH:  CONDOMINIUM PLAN 0010444  UNIT 10  AND 317 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>SIXTH:  CONDOMINIUM PLAN 0010444  UNIT 11  AND 313 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>SEVENTH:  CONDOMINIUM PLAN 0010444  UNIT 22  AND 311 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<p>EIGHTH:  CONDOMINIUM PLAN 0010444  UNIT 23  AND 316 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>NINTH:  CONDOMINIUM PLAN 0010444  UNIT 24  AND 316 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>TENTH:  CONDOMINIUM PLAN 0010444  UNIT 25  AND 316 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>ELEVENTH:  CONDOMINIUM PLAN 0010444  UNIT 31  AND 317 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<p>TWELFTH: CONDOMINIUM PLAN 0010444 UNIT 32 AND 312 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</p>
34.	Petro Fina Building	Petro Fina Capital Corp.	<p>PLAN A1 BLOCK 47 LOTS 35, 36, 39 AND 40 AND THOSE PORTIONS OF LOTS 37 AND 38 WHICH LIE TO THE NORTH OF THE SOUTHERLY 7 FEET THROUGHOUT THE SAID LOTS 37 AND 38 EXCEPTING OUT OF THE SAID LOTS 37 AND 38 ALL MINES AND MINERALS</p>
35.	Petro West Limited Partnership	Petro West Limited Partnership, by its General Partner Petro West Ltd.	<p>PLAN A1 BLOCK 85 LOTS 1 AND 2 EXCEPTING FIRST: OUT OF SAID LOT 1, THE ROADWAY SHOWN ON PLAN 1917K SECONDLY: THAT PORTION THEREOUT FOR ROAD WIDENING ON PLAN 8111566</p>
36.	Place 9-6	Place 9-6 Ltd.	<p>PLAN "A1" BLOCK 26 LOTS 35, 36, 37 AND THOSE PORTIONS OF LOTS 38 AND 39 WHICH LIE TO THE NORTH OF THE SOUTH 7 FEET OF THE SAID LOTS 38 AND 39 AND THAT PORTION OF LOT 40 WHICH LIES TO THE EAST OF THE WEST 5 FEET AND TO THE NORTH OF THE SOUTH 7 FEET OF THE SAID LOT 40 EXCEPTION THEREOUT: AS TO SURFACE ONLY THOSE PORTIONS OF LOTS 35, 36, 37 AND 40 FOR STREET WIDENING ON PLAN 8210505</p>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
37.	Shelbourne Place	Shelbourne Place Ltd.	<p>FIRST PLAN 179R BLOCK 29 LOTS 1 AND 2</p> <p>SECOND PLAN 179R BLOCK 29 LOTS 3 AND 4</p>
38.	Ship & Anchor Building	534 Capital Corp.	<p>PLAN A1 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</p>
39.	Stella Place	Stella Place Capital Corp.	<p>DESCRIPTIVE PLAN 1522188 BLOCK 1 LOT 15 EXCEPTING THEREOUT ALL MINES AND MINERALS</p>
40.	Strategic Centre	Strategic Centre Ltd.	<p>PLAN A1 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>
41.	Sundance Place	Sundance Place Ltd.	<p>PLAN 9912494 BLOCK 1 LOT 11 EXCEPTING THEREOUT ALL MINES AND MINERALS.</p>



<b>No.</b>	<b>Entity (Building Name)</b>	<b>General Partner/Holdco</b>	<b>Legal Land Description</b>
42.	Sundance Place II 1000 Limited Partnership	Sundance Place II Ltd. (GP)	CONDOMINIUM PLAN 0713860 UNIT 1 AND 2506 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
43.	Sundance Place II 2000 Limited Partnership	Sundance Place II Ltd. (GP)	CONDOMINIUM PLAN 0713860 UNIT 2 AND 1989 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
44.	Sundance Place II 3000 Limited Partnership	Sundance Place II Ltd. (GP)	CONDOMINIUM PLAN 0713860 UNIT 3 AND 1514 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
45.	Sundance Place II 4000 Limited Partnership	Sundance Place II Ltd. (GP)	CONDOMINIUM PLAN 0713860 UNIT 4 AND 1740 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
46.	Sundance Place II 5000 Limited Partnership	Sundance Place II Ltd. (GP)	CONDOMINIUM PLAN 0713860 UNIT 5 AND 908 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS
47.	Sundance II 6000 Limited Partnership	Sundance Place II Ltd. (GP)	CONDOMINIUM PLAN 0713860 UNIT 6 AND 1343 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
48.	Sunpark Plaza	Sunpark Place Ltd.	PLAN 9912291 BLOCK 2 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS
49.	Terra Property	Airdrie Gateway Block 3 Capital Corp.	FIRST: CONDOMINIUM PLAN 1710403 UNIT 1 AND 1595 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS  SECOND: CONDOMINIUM PLAN 1710403 UNIT 2 AND 1678 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS  THIRD: CONDOMINIUM PLAN 1710403 UNIT 3 AND 1915 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<p>FOURTH:  CONDOMINIUM PLAN 1710403  UNIT 4  AND 1117 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>FIFTH:  CONDOMINIUM PLAN 1710403  UNIT 5  AND 1793 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p> <p>SIXTH:  CONDOMINIUM PLAN 1710403  UNIT 6  AND 1902 UNDIVIDED ONE TEN THOUSANDTH  SHARES IN THE COMMON PROPERTY  EXCEPTING THEREOUT ALL MINES AND  MINERALS</p>
50.	Wesley Church Building	Wesley Church Building Inc.	PLAN A1 BLOCK 92 LOTS 21 TO 25 INCLUSIVE

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
51.	Willow Park	Willow Park Capital Corp.	<p>FIRST:  PLAN 6946JK  THAT PORTION OF BLOCK 3 WHICH LIES TO THE EAST OF THE WESTERLY  200 FEET THROUGHOUT THE SAID BLOCK 3  CONTAINING 0.43 OF A HECTARE (1.06 ACRES)  MORE OR LESS  EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p> <p>SECOND:  PLAN 6946JK  THAT PORTION OF BLOCK 4 WHICH LIES TO THE EAST OF THE WESTERLY  150 FEET THROUGHOUT THE SAID BLOCK 4  CONTAINING 0.53 OF A HECTARE (1.31 ACRES)  MORE OR LESS  EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p>
52.	1112 & 1124	1112-1124 Capital Corp.	<p>FIRST  PLAN A1  BLOCK 118  LOTS 10, 11 AND 12</p> <p>SECOND  PLAN A1  BLOCK 118  LOTS 13 AND 14  EXCEPTING THEREOUT ALL MINES AND MINERALS</p>
53.	20/20 Limited Partnership	20/20 Limited Partnership, by its General Partner 20/20 Capital Corp.	<p>PLAN 0811106  BLOCK 23  LOT 17  EXCEPTION THEREOUT ALL MINES AND MINERALS</p>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
54.	4th Avenue Office	744 (2011) Capital Corp.	PLAN A1 BLOCK 13 LOTS 39 AND 40 EXCEPTING THEREOUT AS TO SURFACE ONLY A PORTION FOR ROAD WIDENING ON PLAN 8310002
55.	411 Property	411 Capital Corp.	PLAN A BLOCK 66 ALL THAT PORTION OF LOT 1 WHICH LIES TO THE EAST OF THE WESTERLY 5 FEET, AND ALL OF LOTS 2 AND 3.
56.	550 11th Avenue Office Building	550 Capital Corp.	PLAN A1 CALGARY BLOCK SIXTY NINE (69) LOTS THIRTY EIGHT (38), THIRTY NINE (39), FORTY (40) AND FORTY ONE (41) EXCEPTING THEREOUT A PORTION AS TO SURFACE ONLY FOR ROAD WIDENING ON PLAN 8310204
57.	808	808 Capital Corp.	PLAN 7410331 BLOCK 1 LOT 4 EXCEPTING THEREOUT: THE EASTERLY 68.580 METRES IN PERPENDICULAR WIDTH THROUGHT LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
58.	926 Property	926 Capital Corp.	<p>FIRST:  PLAN A1  BLOCK 20  LOT 33  EXCEPTING THEREOUT PORTION FOR ROADWAY  ON PLAN 8110080</p> <p>SECOND:  PLAN A1  BLOCK 20  LOT 34  EXCEPTING THEREOUT PORTION FOR ROADWAY  ON PLAN 8110080</p> <p>THIRD:  PLAN A1  BLOCK 20  LOT 35  EXCEPTING THEREOUT PORTION FOR ROADWAY  ON PLAN 8110080</p> <p>FOURTH:  PLAN A1  BLOCK 20  LOT 36  EXCEPTING THEREOUT PORTION FOR ROADWAY  ON PLAN 8110080</p>

## SCHEDULE "D"

### RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., LIT, the receiver and manager (the "**Receiver**") pursuant to the Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 17th day of December, 2019 (the "**Order**") made in action number [•], has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at:  
  
[•]
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Alvarez & Marsal Canada Inc., LIT, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## SCHEDULE "E"

### TERMINATION CERTIFICATE

COURT FILE NUMBER 1901 -

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*

APPLICANTS SUN LIFE ASSURANCE COMPANY OF CANADA, AND THOSE  
OTHER APPLICANTS SET OUT IN THE ATTACHED SCHEDULE  
"A.1"

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 THE  
ATTACHED SCHEDULE "A.2"

DOCUMENT **TERMINATION CERTIFICATE**

ADDRESS FOR SERVICE AND THOSE COUNSEL AND PARTIES LISTED IN THE ATTACHED  
CONTACT INFORMATION OF SCHEDULE "B"  
PARTY FILING THIS  
DOCUMENT

This Termination Certificate is the certificate referred to in paragraph 38 of the Order of the Honourable Madam Justice K.M. Horner dated December 20, 2019 and made herein (the "**Order**"), a copy of which is attached hereto. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Order.

The Applicant mortgage lender, [INSERT NAME], hereby gives notice that the Applicant wishes to terminate these receivership proceedings in respect of the following Debtor(s) and Lands:

Debtor(s)	Lands

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Per: \_\_\_\_\_  
Name:  
Title: