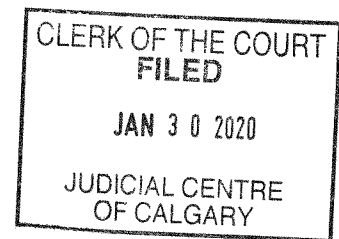


I hereby certify this to be a true copy of
the original order

Dated this 30 day of JANUARY 2020



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

RECEIVERSHIP ORDER (Expanded Powers)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

BLAKE, CASSELS & GRAYDON LLP
3500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4J8

Attention: Kelly J. Bourassa
James Reid

Telephone: 403-260-9697
403-260-9731

Facsimile: 403-260-9700

Email: kelly.bourassa@blakes.com
james.reid@blakes.com

File Ref.: 28303/216

DATE ON WHICH ORDER WAS PRONOUNCED: January 30, 2020

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice K.M. Horner

LOCATION OF HEARING: Calgary, Alberta

UPON the application of Sun Life Assurance Company of Canada ("**Sun Life**") together with certain first mortgage lenders listed at Schedule "**B.1**" (collectively, the "**Applicants**") holding first mortgages on the Lands (defined below) of the parties listed in Schedule "**B.2**" (collectively, the "**Debtors**");

AND UPON having read the Affidavits previously filed by the Applicants in this Action and in Action No. 1901-17394 and Action No. 1901-17453, as applicable;

AND UPON hearing counsel for the Applicants, counsel for the Receiver, counsel for certain special purpose numbered companies that hold a beneficial co-ownership interest in several of the Lands, 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.

INTERIM RECEIVERSHIP ORDER

2. In respect of the Applicants and the Debtors listed at Schedules "**B.1**" and "**B.2**" hereto, respectively, in so far as it relates to the Property (as defined herein), the Interim Receivership Order granted by the Honourable Justice Horner in these proceedings on December 20, 2019 (the "**IRO**") is hereby replaced in its entirety by this Order. For certainty, in respect of any Applicants that have security over debtors and properties that are subject to the IRO, but not this Order, the IRO shall continue in full force and effect over those Applicants with respect to those debtors and properties.
3. Other than with respect to the Applicants and the Debtors listed at Schedules "**B.1**" and "**B.2**" hereto, in so far as it relates to the Property as described in paragraph 2 above, the IRO shall remain in full force and effect. Notwithstanding any other provision contained herein, the provisions in the IRO relating to the Property Manager (as defined in the IRO) shall continue to apply to this Order and the Property, as if the Receiver was a party to the property management agreement approved by Order of the Honourable Justice K.M. Horner on January 28, 2020.

APPOINTMENT

4. Pursuant to section 243(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' other current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Collateral**", or, when reference is being made to the Collateral and the Lands, collectively, the "**Property**").
5. 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

6. 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 relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories, 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, 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, appraisers, agents, experts, auditors, accountants, managers, property managers, counsel, brokers 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 purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) 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 and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature 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;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to work with the Applicants and those other interested parties to develop a sales plan to market any or all of the Property and any other Lands (as defined in the IRO) which in the future may fall within the meaning of Property under this Order, including a plan regarding advertising and soliciting offers in respect of the Property or any part or parts thereof;
- (l) following court approval, to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating

such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (n) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) 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 on 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;
- (p) 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;

- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the applicable Debtor;
- (r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any one or more of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the relevant Debtors;
- (s) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations; and
- (u) to make interim distributions to the Applicants from any surplus rental payments collected by the Receiver in relation to the respective Property over which such Applicant holds security, to make payments of principal and interest on the Applicant's respective mortgage,

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

7. The (i) Debtors together with any affiliates, including the Strategic Managers (as defined in the IRO); (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 in the IRO) 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.

8. 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, 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 9 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.
9. 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, 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

10. 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 DEBTORS OR THE PROPERTY

11. No Proceeding against or in respect of the Debtors or 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 Debtors or 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

12. 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 Debtors, 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;
 - (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.
13. 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

14. 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, 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.

CONTINUATION OF SERVICES

15. 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, 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,

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. The Debtors shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

16. 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

17. 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 sale of all or any of the Property and 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

18. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the respective Debtor's behalf, terminates the employment of such employees. 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**").
19. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the applicable Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed..

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. (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

- 21. 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

- 22. 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, or such greater amount as this Court may by further order authorize, 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.
- 23. The Receiver and its legal counsel shall pass their accounts from time to time.
- 24. 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

25. 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 it may consider necessary or desirable, 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.
26. 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.
27. The Receiver is at liberty and authorized to issue certificates, in respect of any specific Property, substantially in the form annexed as Schedule "**D**" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
28. 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.
29. 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, including any proceeds from the sale of such specific Property, without further approval of this Court.

30. Any claims of the Interim Receiver pursuant to the Receiver's Charge and Receiver's Borrowings Charge (as defined in the IRO) are taken up and continued under the Receiver's Charge and Receiver's Borrowings Charge (as defined herein) in respect of the Property (as defined herein) and the Receiver's Charge and Receiver's Borrowings Charge (as defined in the IRO) are fully released and extinguished in respect of such Property. For certainty, the Interim Receiver shall be entitled to rely upon the Receiver's Charge and Receiver's Borrowings Charge (as defined herein) for all claims of the Interim Receiver in respect of the Property (as defined herein) arising prior to the date of this Order.

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.
32. Any interested party whose Lands (as defined in the IRO) do not fall within the meaning of Property at the date of this Order, but who request that the Receiver include their Lands (as defined in the IRO) in the development of a sales process shall be liable for their proportionate share of the Receiver's costs to prepare and execute a sales process.

GENERAL

33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
34. 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.
35. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors, or any one or more of them.
36. 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.

37. 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.
38. 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, to be paid by the Receiver from the relevant Debtor's estate, 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.
39. 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

40. The Receiver shall establish and maintain a website in respect of these proceedings at 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.
41. 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.

42. 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"> • Sundance Place II Ltd. and Sundance Place II 1000 Limited Partnership by its general partner Sundance Place II Ltd.
ATB Financial	<ul style="list-style-type: none"> • Bonavista Square Ltd. and Bonavista Square Limited Partnership by its general partner Bonavista Square Ltd. • Stony Plain Capital Corp. and Stony Plain Limited Partnership by its general partner, Stony Plain Capital Corp. • Airdrie Gateway Block 3 Capital Corp. and Airdrie Gateway Block 3 Limited Partnership by its general partner, Airdrie Gateway Block 3 Capital Corp.
Bank of Montreal	<ul style="list-style-type: none"> • Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp. • Avenida Village Ltd. and Avenida Village Limited Partnership by its general partner Avenida Village Ltd. • One Six Capital Corp. and One Six Limited Partnership by its general partner One Six Capital Corp.
Business Development Bank of Canada	<ul style="list-style-type: none"> • 411 Capital Corp., 411 Ltd. and 411 Limited Partnership by its general partner 411 Ltd.
Canada ICI Capital Corporation	<ul style="list-style-type: none"> • 1112-1124 Capital Corp. and 1112-1124 Limited Partnership by its general partner 1112-1124 Capital Corp. • 808 Capital Corp. and 808 Limited Partnership by its general partner 808 Capital Corp. • Airdrie Gateway Block 2 Capital Corp. and Airdrie Gateway Block 2 Limited Partnership by its general partner Airdrie Gateway Block 2 Capital Corp. • Bonavista Square Ltd. and Bonavista Square Limited Partnership by its general partner Bonavista Square Ltd. • Deerfoot 17 Corp. and Deerfoot 17 Limited Partnership by its general partner Deerfoot 17 Corp. • Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited

	<p>Partnership by its general partner, Macleod Place Ltd.</p> <ul style="list-style-type: none"> • Mayfield Capital Corp. and Mayfield Limited Partnership by its general partner Mayfield Capital Corp. • Torode Strategic 1129 GP Ltd. and Torode Strategic Limited Partnership by its general partner Torode Strategic 1129 GP Ltd. • Shelbourne Place Ltd. and Shelbourne Place Limited Partnership by its general partner Shelbourne Place Ltd. • Stella Place Capital Corp. and Stella Place Limited Partnership by its general partner Stella Place Capital Corp. • 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. • Sundance Place Ltd. and Sundance Place Limited Partnership by its general partner Sundance Place Ltd. • 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. • Sunpark Place Ltd. and Sunpark Place Limited Partnership by its general partner Sunpark Place Ltd.
Canadian Imperial Bank of Commerce	<ul style="list-style-type: none"> • Centro 2102 Capital Corp. and Centro 2102 Limited Partnership by its general partner Centro 2102 Capital Corp.
Canadian Western Bank	<ul style="list-style-type: none"> • 534 Capital Corp. and 534 Limited Partnership by its general partner 534 Capital Corp. • Glenmore Commerce Court Capital Corp. and Glenmore Commerce Court Limited Partnership by its general partner Glenmore Commerce Court Capital Corp. • Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner Macleod

	<p>Place Ltd.</p> <ul style="list-style-type: none"> • Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its general partner Parkwood/Eastgate Capital Corp. • Petro Fina Capital Corp. and Petro Fina Building Limited Partnership by its general partner Petro Fina Building Limited Partnership • Strategic Centre Ltd. and Strategic Centre Limited Partnership by its general partner Strategic Centre Ltd.
Centurion Mortgage Capital Corporation	<ul style="list-style-type: none"> • Stony Plain Capital Corp. and Stony Plain Limited Partnership by its general partner Stony Plain Capital Corp.
CIBC Mortgages Inc.	<ul style="list-style-type: none"> • Place 9-6 Ltd. and Place 9-6 Limited Partnership by its general partner Place 9-6 Ltd.
CMLS Financial Ltd.	<ul style="list-style-type: none"> • Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp.
Computershare Trust Company of Canada	<ul style="list-style-type: none"> • Airways Business Plaza Capital Corp. and Airways Business Plaza Limited Partnership by its general partner Airways Business Plaza Capital Corp. • Centre 1000 Capital Corp. and Centre 1000 Limited Partnership by its general partner Centre 1000 Capital Corp. • Deerfoot Court (2011) Capital Corp. and Deerfoot Court (2011) Limited Partnership by its general partner Deerfoot Court (2011) Capital Corp. • 550 Capital Corp. and 550 Limited Partnership by its general partner 550 Capital Corp.; and • 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.

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"> Willow Park Capital Corp. and Willow Park Limited Partnership by its general partner Willow Park Capital Corp. Wesley Church Building Inc. and Wesley Church Building Limited Partnership by its general partner Wesley Church Building Inc. Paramount Building Ltd. and Paramount Building Limited Partnership by its general partner Paramount Building Ltd.
Equitable Life Insurance Company of Canada	<ul style="list-style-type: none"> 1220 Kensington Road Corp.
Fiera Properties Debt Strategies Ltd.	<ul style="list-style-type: none"> Center Street GP Ltd. and Center Street Limited Partnership by its general partner Center Street GP Ltd.
Industrial Alliance Insurance and Financial Services	<ul style="list-style-type: none"> Inglewood 9th Avenue GP Ltd. and Inglewood 9th Avenue Limited Partnership by its general partner Inglewood 9th Avenue GP Ltd.
Institutional Mortgage Capital Canada Inc.	<ul style="list-style-type: none"> 744 (2011) Capital Corp. and 744(2011) Limited Partnership by its general partner 744 (2011) Capital Corp.
MCAP Financial Corporation	<ul style="list-style-type: none"> 926 Capital Corp. and 926 Limited Partnership by its general partner 926 Capital Corp. Parallel Centre Ltd. and Parallel Centre Limited Partnership by its general partner Parallel Centre Ltd. Centre Eleven Capital Corp. and Centre Eleven Limited Partnership by its general partner Centre Eleven Capital Corp.
Royal Bank of Canada	<ul style="list-style-type: none"> 20/20 Capital Corp. and 20/20 Limited Partnership by its general partner 20/20 Capital Corp. Petro West Ltd. and Petro West Limited Partnership by its general partner Petro West Ltd.
SBI Canada Bank	<ul style="list-style-type: none"> Blackfoot Centre Ltd. and Blackfoot Centre Limited Partnership by its general partner Blackfoot Centre Ltd.
Servus Credit Union	<ul style="list-style-type: none"> Pegasus Business Park Limited Partnership and Pegasus Business Park Ltd.
Sun Life Assurance Company of Canada	<ul style="list-style-type: none"> Sundance Place II Ltd. and Sundance Place II 1000 Limited Partnership by its general

	partner Sundance Place II Ltd.
Terrapin Mortgage Corporation	<ul style="list-style-type: none">• Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp.• Mayfield Capital Corp. and Mayfield Limited Partnership by its general partner Mayfield Capital Corp.
Vancity Community Investment Bank	<ul style="list-style-type: none">• First Street Plaza GP Ltd. and First Street Plaza (2006) Limited Partnership by its general partner First Street Plaza GP Ltd.• Louise Block Capital Corp. and Louise Block Limited Partnership by its general partner Louise Block Capital Corp.• Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner Macleod Place Ltd.• Mission Centre Inc. and Mission Centre Limited Partnership by its general partner Mission Centre Inc.• Sundance Place II Ltd. and Sundance Place II 6000 Limited Partnership by its general partner Sundance Place II Ltd.

SCHEDULE "B.1" – THE APPLICANTS	SCHEDULE "B.2" – THE DEBTORS
Canadian Western Bank	<ul style="list-style-type: none"> • 534 Capital Corp. and 534 Limited Partnership by its general partner 534 Capital Corp. • Glenmore Commerce Court Capital Corp. and Glenmore Commerce Court Limited Partnership by its general partner Glenmore Commerce Court Capital Corp. • Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner Macleod Place Ltd. • Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its general partner Parkwood/Eastgate Capital Corp. • Petro Fina Capital Corp. and Petro Fina Building Limited Partnership by its general partner Petro Fina Building Limited Partnership • Strategic Centre Ltd. and Strategic Centre Limited Partnership by its general partner Strategic Centre Ltd.
The Equitable Life Insurance Company of Canada	<ul style="list-style-type: none"> • Kensington Building Capital Corp. (GP) and 1220 Kensington Road Corp. (Holdco)
Sun Life Assurance Company of Canada	<ul style="list-style-type: none"> • Sundance Place II Ltd. in its capacity as general partner of Sundance Place II 1000 limited Partnership, and Sundance Place II 1000 Limited Partnership by its general partner Sundance Place II Ltd.
Vancity Community Investment Bank	<ul style="list-style-type: none"> • Mission Centre Inc. and Mission Centre Limited Partnership by its general partner Mission Centre Inc. • Sundance Place II Ltd. and Sundance Place II 6000 Limited Partnership by its general partner Sundance Place II Ltd.

SCHEDULE "C"**THE LANDS**

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
1.	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
2.	Kensington Building Limited Partnership	Kensington Building Capital Corp. (GP) / 1220 Kensington Road Capital Corp. (Holdco)	PLAN 5609J BLOCK C LOTS 1 TO 4 INCLUSIVE
3.	Macleod Lands	Macleod Place Ltd.	FIRST: PLAN 4880AJ BLOCK 2 LOTS 11 AND 12 EXCEPTING THEREOUT ALL MINES AND MINERAL SECOND: PLAN 4880AJ BLOCK 2 LOTS 13 TO 15 INCLUSIVE EXCEPTING THEREOUT ALL MINES AND MINERALS THIRD: PLAN 4880AJ BLOCK 2 LOTS 16 TO 19 INCLUSIVE EXCEPTING OUT OF LOTS EIGHTEEN (18) AND NINETEEN (19) ALL MINES AND MINERALS

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			<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> <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</p>

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
			BLOCK 13 LOTS 7 AND 8 SEVENTH: PLAN 4880AJ BLOCK 13 LOTS 35 TO 38 INCLUSIVE
4.	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
5.	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
6.	Petro Fina Building	Petro Fina Capital Corp.	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

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
7.	Ship & Anchor Building	534 Capital Corp.	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
8.	Strategic Centre	Strategic Centre Ltd.	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
9.	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
10.	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

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 [•]th day of January, 2020 (the "**Order**") made in action number 1901 - 18029, 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: