



Clerk's stamp

COURT FILE NUMBER

1901 – 18029

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

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

Dated this 20 day of Jan 2021

APPLICANTS [Signature] for Clerk of the Court

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

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

RESPONDENTS

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

DOCUMENT

ORDER (SUPPLEMENTAL CLAIMS PROCEDURE)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attn: David Mann / Sam Gabor
Ph. (403) 268-7097 / 3048 Fx. (403) 268-3100
File No.: 529227-21

Date on which this order was pronounced:

January 18, 2021

Location where order was pronounced:

Calgary, Alberta

Name of judge who made this order:

The Honourable Justice Eidsvik

UPON the application of Alvarez & Marsal Canada Inc. in its capacity as Court-appointed receiver and manager (the "Receiver") for a supplemental claims process in these proceedings with respect to surplus funds arising from the Creditor Cash Pool, as defined in the Ninth Report of the Receiver dated January 8, 2021 ("Ninth Report"); **AND UPON** having read the Notice of Application of the Receiver ("Application"), the Ninth Report, the Claims Procedure Order dated September 16, 2020 ("Initial Claims Procedure Order"), and the Affidavit of Service of Michelle Schop, sworn January 14, 2021, all filed, and such other material in the pleadings and proceedings as are deemed necessary; **AND UPON** hearing counsel for the Receiver, counsel for other interested parties and stakeholders present and from any other interested parties and stakeholders present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Amended and Restated Receivership Order (Expanded Powers) granted by Madam Justice K.M. Horner in this Action, dated February 19, 2020 (the "**Amended and Restated Receivership Order**").

Supplemental Claims Procedure

3. The supplemental claims procedure established hereunder ("**Supplemental Claims Procedure**") is applicable to all creditors having a "Claim Provable" or "Provable Claim" (as such terms are defined in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended ("**BIA**"), and restructuring claim arising during the course of the receivership proceedings (**hereinafter a "Claim"**) as against one or more of the Respondents specifically listed at **Schedule "A"** to this Order as of one or more of the Pre-filing Claim Cut-Off Dates listed in Schedule "A" (**the "Respondents"**) with the exception that the Supplemental Claims Procedure established hereunder shall not apply in respect of:

(a)

- i. inter-company claims between the Respondents;
- ii. claims by the Respondents' direct and indirect shareholders, including, but not limited to Riaz Mamdani;
- iii. claims by the Respondents' respective affiliates, including those respondents under the Interim Receivership Order dated December 20, 2019 in Court of Queen Bench Action 1901-18029 ("**IRO respondents**");
- iv. claims by the related trusts of the Respondents' and the IRO respondents;
- v. claims by the respective officers, directors and employees of the Respondents and IRO respondents and all of their affiliates and related trusts;
- vi. to the extent not captured by sub-paragraphs (a)(i) to (v), IEC Ltd. and Audeamus Capital Corp.;

The parties referred to from paragraphs (a)(i) to (vi) are collectively referred to as the "**Strategic Parties**"

- (b) equity claims of the Strategic Parties in the Respondents;
- (c) costs incurred in connection with the administration of the estates of the Respondents on and after December 20, 2019;
- (d) the Receiver's professional fees and disbursements;
- (e) claims by mortgage lenders whose mortgages were paid out or assumed as part of the transaction between the Receiver and certain special purpose subsidiaries of TELUS Pensions Master Trust which transaction was approved by the Court on March 27, 2020 in these proceedings;

- (f) claims by creditors against the respondents specifically listed in Schedule "A" of the Initial Claims Procedure Order;
 - (g) such other claims which are excluded pursuant to an order of the Court.
4. Notice served in these proceeds on the Receiver shall be effected by regular mail, personal delivery, courier or electronic mail to the Receiver.
 5. The Receiver will conduct a proof of claims procedure to identify all parties who have a Claim against the Respondents **(the "Claimant(s)")**.
 6. Service in these proceeds by the Receiver on a Claimant shall be effected by registered mail, courier, facsimile or electronic mail.
 7. All Claims of the Claimants shall be proven in accordance with the procedures outlined herein and in the Notice to Claimants in a form substantially the same as that attached hereto as **Schedule "B" (the "Notice to Claimants")**.
 8. The Receiver is authorized and directed to implement the Supplemental Claims Procedure outlined herein, and in the Notice to Creditors, as follows:
 - (a) The Receiver shall send to all potential Claimants of which the Receiver is aware, a copy of:
 - (i) the Notice to Creditors; and
 - (ii) a Proof of Claim form and related instruction letter substantially in the form attached hereto as **Schedule "C" (the "Proof of Claim")**,(collectively, the **"Proof of Claim Document Package"**);
by no later than January 22, 2021.
 - (b) The Receiver shall publish a notice of the Supplemental Claims Procedure (the **"Newspaper Advertisement"**) prior to February 1, 2021 in each of The Globe and Mail (National Edition), the Calgary Herald and the Edmonton Journal. The Newspaper Advertisement will be in a form substantially the same as that attached hereto as **Schedule "D"**.
 - (c) The Receiver shall also post electronic copies of the Notice to Claimants, the Proof of Claim, the Dispute Notice and the Supplemental Claims Procedure Order on the Receiver's website at <https://www.alvarezandmarsal.com/strategicgroup> as soon as practically possible following the granting of the Supplemental Claims Procedure Order.
 - (d) Claimants must submit their Proofs of Claim to the Receiver to be received prior to 5:00 p.m. (Mountain Daylight Time) on March 9, 2021 (the **"Claims Bar Date"**). The Receiver will receive and collect the Proofs of Claim and will review each Proof of Claim submitted by the Claims Bar Date.
 - (e) All Claimants that do not submit a Proof of Claim with the Receiver on or before the Claims Bar Date or such later date as this Honourable Court may otherwise order, will:
 - (i) not be entitled to receive any distribution from the estates of the Respondents; and
 - (ii) be forever barred from making or enforcing any Claim against the Respondents and that Claim will be forever extinguished.

Secured Creditors

9. With respect to any Proof of Claim filed by a Claimant alleging a secured or proprietary interest in any of the undertaking, property, and assets of the Respondents (which includes without limitation):
 - (i) Claimants with a lien in accordance with the provisions of the *Builders' Lien Act* (Alberta) or other similar provincial statute
 - (ii) Claimants with a valid trust claim (**a "Secured Claim"**), the Receiver will acting reasonably, either:
 - (a) accept the Secured Claim as set out in the Proof of Claim in its entirety;
 - (b) revise the amount, secured status, or any priority of the Secured Claim as set out in the Proof of Claim for distribution purposes; or
 - (c) disallow the Secured Claim as set out in the Proof of Claim for distribution purposes.
10. If the Receiver disputes the amount, status, or priority of a Secured Claim set out in a Proof of Claim, the Receiver will concurrently send a notice of revision or disallowance, substantially in the form attached hereto as **Schedule "E" (the "Notice of Revision or Disallowance")**, to the Claimant and whereupon the Notice of Revision or Disallowance will be deemed to have been received on the following business day if provided by courier, electronic mail or personal delivery, and if provided by regular mail, will be deemed to have been received on the fourth day following mailing.
11. Any Claimant that intends to dispute its Secured Claim as set out in the Notice of Revision or Disallowance must deliver a dispute notice, substantially in the form attached hereto as **Schedule "F" (the "Dispute Notice")**, no later than 21 days from the date the Notice of Revision or Disallowance was received or such later date as the Receiver may agree to in writing or as ordered by this Honourable Court.
12. If a creditor does not deliver a Dispute Notice in accordance with the preceding paragraph, the Claim shall be deemed accepted at the amount set forth in the Notice of Revision or Disallowance and, unless otherwise ordered by this Honourable Court, the Affected Creditor will:
 - (a) where the entire Secured Claim is disallowed:
 - (i) not be entitled to receive any distribution from the estates of the Respondents;
and
 - (ii) be forever barred from making or enforcing any Claim against the Respondents and that Claim will be forever extinguished; or
 - (b) where the Secured Claim has been revised:
 - (i) only be entitled to receive any distribution from the estates of the Respondents in an amount proportional to the revised amount, revised status, or revised priority;
and
 - (ii) be forever barred from making or enforcing any Claim greater than the revised amount, revised status, or revised priority against the Respondents and the amount of the Claim reduced by the revision will be forever extinguished.
13. Any time limitation set forth in paragraphs 7 - 12 of this Order may be extended by written consent of the Receiver or by Order of this Honourable Court.

Other Claimants

14. With respect to Claims, other than Secured Claims, the Receiver will, acting reasonably, either:
 - (a) accept the Claim as set out in the Proof of Claim in its entirety;
 - (b) revise the amount or any priority of the Claim as set out in the Proof of Claim for distribution purposes; or
 - (c) disallow the Claim as set out in the Proof of Claim for distribution purposes.
15. In making a determination in the preceding paragraph, the Receiver may engage such advisors, experts or other third parties to determine the value of a Claim.
16. The Receiver will provide to each Claimant filing a Proof of Claim a notice in writing indicating whether the Claimant's Claim is accepted, disputed in whole or disputed in part. If the Receiver disputes the amount or priority of a Claim set out in a Proof of Claim, the Receiver will send a Notice of Revision or Disallowance to the Claimant.
17. Any Claimant that intends to dispute its Claim as set out in the Notice of Revision or Disallowance must deliver a Dispute Notice no later than 21 days after their receipt of the Notice of Revision or Disallowance.
18. If a Claimant does not deliver a Dispute Notice in accordance with the preceding paragraph, it shall be deemed to have accepted the Notice of Revision or Disallowance and, unless otherwise ordered by this Honourable Court, will:
 - (a) where the entire Claim is disallowed:
 - (i) not be entitled to receive any distribution from the estates of Respondents; and
 - (ii) be forever barred from making or enforcing any Claim against the Respondents and that Claim will be forever barred and extinguished; or
 - (b) where the Claim has been revised:
 - (i) only be entitled to receive any distribution from the estates of the Respondents in an amount proportional to the revised amount or in accordance with the revised priority; and
 - (ii) be forever barred from making or enforcing any Claim greater than the revised amount against the Respondents and the amount of the Claim reduced by the revision will be forever extinguished.
19. The Receiver may attempt to consensually resolve any Dispute Notice for distribution purposes, as the case may be, with a Claimant. If same cannot be resolved, the Receiver may apply to the Court for a determination of the value and priority of such Claim for distribution purposes, as the case may be, by filing with this Honourable Court an Application and serving it upon the applicable Claimant. If no application is brought by the Receiver, within 20 days of reception of a Dispute Notice, and the dispute remains unresolved, the Claimant may serve on the Receiver, an application returnable within 30 days or such other date based on the Court's availability before the Court of Queen's Bench of Alberta in these proceedings for the determination of the Claim in dispute or such further time as the Court may set for a determination as a result of the current COVID-19 procedures.

Miscellaneous

20. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claims and Dispute Notices are completed and executed and may, if they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Supplemental Claims Procedure.
21. The Receiver is hereby authorized and directed, using reasonable discretion, to treat, review and adjudicate claims previously filed under the Initial Claims Procedure Order as against one or more of the Respondents in Schedule "A" of this Order as Claims in the Supplemental Claims Procedure.
22. The Receiver is at liberty to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
23. The Receiver is hereby authorized and directed to do all such acts and things, and execute such deeds and documents, as are necessary or appropriate to give full effect to the provisions of this Order.
24. This Court hereby requests the aid and recognition of any Court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
25. This Order shall not derogate or amend the Initial Claims Procedure Order.

Service

26. 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;
 - (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, established for these proceedings and service on any other person is hereby dispensed with.
27. 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.



Justice of the Court of Queen's Bench of Alberta

Schedule "A" – Respondents and Pre-filing Claims Cut-Off Dates

(Please see the Receiver's website for full legal descriptions for the properties listed below - <https://www.alvarezandmarsal.com/strategicgroup>)

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
Aura Limited Partnership	Aura Capital Corp.	Building 1, 104 MacKenzie Way SW, Airdrie, AB	February 19, 2020
Aura Limited Partnership	Aura Capital Corp.	Building 2 & 3, 104 MacKenzie Way SW, Airdrie, AB	February 19, 2020
Aura Limited Partnership	Aura Capital Corp.	Building 4, 104 MacKenzie Way SW, Airdrie, AB	February 19, 2020
Avenida Village Limited Partnership	Avenida Village Ltd.	12445 Lake Fraser Drive, Calgary, AB	February 19, 2020
Parallel Centre Limited Partnership	Parallel Centre Ltd.	1040-7 th Avenue SW, Calgary, AB	February 19, 2020
Petro Fina Limited Partnership	Petro Fina Capital Corp.	736-8 th Avenue SW, Calgary, AB	January 30, 2020
Place 9-6 Limited Partnership	Place 9-6 Ltd.	940 6 Avenue SW, Calgary AB	February 19, 2020
Stella Place Limited Partnership	Stella Place Capital Corp.	12847-50 th Avenue, Edmonton, AB	February 19, 2020
Sundance Place II 1000 Limited Partnership	Sundance Place II Ltd.	1000-15 Sunpark Plaza SE, Calgary AB	January 30, 2020
Sundance Place II 3000 Limited Partnership	Sundance Place II Ltd.	3000 – 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 4000 Limited Partnership	Sundance Place II Ltd.	4000 – 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 6000 Limited Partnership	Sundance Place II Ltd.	6000 - 15 Sunpark Plaza SE, Calgary, AB	January 30, 2020
Sundance Place Limited Partnership	Sundance Place II Ltd.	23 Sunpark Drive SE, Calgary, AB	February 19, 2020

Schedule "B" – Supplemental Claims Procedure Order

NOTICE TO CREDITORS
(Supplemental Claims Procedure)

On January 30, 2020, February 19, 2020 and March 3, 2020, numerous entities and more specifically those listed at **Appendix "A"** herein, **(the "Respondents")** were placed into Receivership pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended **(the "BIA")** by orders of the Court of Queen's Bench of Alberta **(the "Court")** in Action No. 1901 – 18029. Alvarez & Marsal Canada Inc. was appointed by the Court as the receiver and manager in these proceedings **(the "Receiver")**.

On March 27, 2020, the Court approved a transaction whereby the property of the Respondents was sold by the Receiver to certain special purpose subsidiaries of TELUS Pensions Master Trust **(collectively "TPMT")**. As part of the purchase price of the transaction, TPMT provided the Receiver a creditor cash pool of \$4.4MM **("Creditor Cash Pool")** to fund a claims process and effect a distribution to affected creditors of the Respondents.

An initial claims process was ordered on September 16, 2020 **("Initial Claims Procedure Order")**, whereby the Receiver solicited claims provable and provable claims and restructuring claims of creditors of those respondents listed in Schedule "A" of the Initial Claims Procedure Order.

On **[Insert Date of Order]**, the Court directed the Receiver to solicit further "claims provable" and "provable claims" (as defined in the BIA) and restructuring claims from all creditors of the Respondents specifically listed at Appendix A herein for the purpose of determining the additional creditors which will be entitled to claim a distribution from the estates of the Respondents listed at Appendix A herein, being the remaining funds available from the Creditor Cash Pool, following a priority distribution to those creditors of respondents listed in the Initial Claims Procedure Order **(the "Claim(s)")**.

Any creditor having a Claim against the Respondents listed at Appendix A herein, with the exception of:

- (a)
 - i. inter-company claims between the Respondents;
 - ii. claims by the Respondents' direct and indirect shareholders;
 - iii. claims by the Respondents' respective affiliates, including those respondents under the Interim Receivership Order dated December 20, 2019 in Court of Queen Bench Action 1901-18029 **("IRO respondents")**;
 - iv. claims by the related trusts of the Respondents' and the IRO respondents;
 - v. claims by the respective officers, directors and employees of the Respondents and IRO respondents and all of their affiliates and related trusts;
 - vi. to the extent not captured by sub-paragraphs (a)(i) to (v), IEC Ltd. and Audeamus Capital Corp.;

The parties referred to from paragraphs (a)(i) to (vi) are collectively referred to as the **"Strategic Parties"**

- (b) equity claims of the Strategic Parties in the Respondents;
- (c) costs incurred in connection with the administration of the estate of the Respondents on and after December 20, 2019;
- (d) the Receiver's professional fees and disbursements;

(e) claims by mortgage lenders whose mortgages were paid out or assumed as part of the transaction between the Receiver and certain special purpose subsidiaries of TELUS Pensions Master Trust which transaction was approved by the Court on March 27, 2020 in these proceedings;

(f) claims by creditors against the respondents specifically listed in Schedule "A" of the Initial Claims Procedure Order;

(g) such other claims which are excluded pursuant to an order of the Court;

arising against the Respondents before the dates as set out in **Appendix "A"** correlating with each specific Respondent (see the "Pre-Filing Claims Cut-Off Date" column in Appendix "A") of any nature whatsoever, including an unsecured, secured, proprietary, contingent or unliquidated Claim is required to file, in the manner set out in this Notice to Creditors, a Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Receiver in order to participate in any distribution associated with the Receivership proceedings.

Additional copies of the prescribed Proof of Claim form can be obtained by contacting the Receiver via telephone at (403) 538 - 7555 or via e-mail at thilton@alvarezandmarsal.com or it can be downloaded from the Receiver's website at: <https://www.alvarezandmarsal.com/strategicgroup>.

Any creditor who chooses to file a Proof of Claim is required to provide whatever documentation they may have to support their Claim against the Respondents, such as contracts, invoices, bills of lading, and shipping receipts, in relation to the goods and/or services provided to the Respondents in the appropriate currency under which their Claim arose.

All Proof of Claim forms, together with the required supporting documentation, must be sent to Alvarez & Marsal Canada Inc. to the attention of Trevor Hilton by email (thilton@alvarezandmarsal.com), prepaid registered mail, personal delivery, or sent by courier to Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7 on or before 5:00 pm Mountain Daylight Time on March 9, 2021 ("Claims Bar Date").

All Claims must account for and be adjusted for any equipment and/or other assets released by the Respondents to the creditor whether by court order or otherwise.

All Claims received by the Receiver or, in the case of mailing, postmarked, after the Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished, barred, and will not participate in any distributions in the Receivership proceedings.

With respect all Claims, the Receiver will in turn provide to the creditor a notice in writing as to whether their Claim is accepted or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Notice of Revision or Disallowance.

Where a creditor objects to a Notice of Revision or Disallowance, the creditor shall notify the Receiver of its objection in writing (**the "Dispute Notice"**) by regular mail, personal delivery, courier, or electronic mail within 14 days from the date the Notice of Revision or Disallowance was received.

The Receiver will attempt to consensually resolve disputes with respect to any claim. If the dispute cannot be resolved the Receiver may bring an application before the Court for the determination of the claim, failing which, the creditor may bring an application before the Court for a determination.

A creditor that does not provide to the Receiver a Dispute Notice to a Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in such Notice of Revision or Disallowance.

Dated _____ 2021 in Calgary, Alberta.

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed receiver in the Receivership of Sundance Place II, et al., in Alberta Court of Queen's Bench Action 1901-18029 and not in its personal or corporate capacity.

Per: _____

Appendix “A” – Respondents

(Please see the Receiver’s website for full legal descriptions for the properties listed below - <https://www.alvarezandmarsal.com/strategicgroup>)

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
Aura Limited Partnership	Aura Capital Corp.	Building 1, 104 MacKenzie Way SW, Airdrie, AB	February 19, 2020
Aura Limited Partnership	Aura Capital Corp.	Building 2 & 3, 104 MacKenzie Way SW, Airdrie, AB	February 19, 2020
Aura Limited Partnership	Aura Capital Corp.	Building 4, 104 MacKenzie Way SW, Airdrie, AB	February 19, 2020
Avenida Village Limited Partnership	Avenida Village Ltd.	12445 Lake Fraser Drive, Calgary, AB	February 19, 2020
Parallel Centre Limited Partnership	Parallel Centre Ltd.	1040-7 th Avenue SW, Calgary, AB	February 19, 2020
Petro Fina Limited Partnership	Petro Fina Capital Corp.	736-8 th Avenue SW, Calgary, AB	January 30, 2020
Place 9-6 Limited Partnership	Place 9-6 Ltd.	940 6 Avenue SW, Calgary AB	February 19, 2020
Stella Place Limited Partnership	Stella Place Capital Corp.	12847-50 th Avenue, Edmonton, AB	February 19, 2020
Sundance Place II 1000 Limited Partnership	Sundance Place II Ltd.	1000-15 Sunpark Plaza SE, Calgary AB	January 30, 2020
Sundance Place II 3000 Limited Partnership	Sundance Place II Ltd.	3000 – 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 4000 Limited Partnership	Sundance Place II Ltd.	4000 – 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 6000 Limited Partnership	Sundance Place II Ltd.	6000 - 15 Sunpark Plaza SE, Calgary, AB	January 30, 2020
Sundance Place Limited Partnership	Sundance Place II Ltd.	23 Sunpark Drive SE, Calgary, AB	February 19, 2020

Schedule "C" – Supplemental Claims Procedure Order

PROOF OF CLAIM (SUPPLEMENTAL CLAIMS PROCEDURE)

For claims arising before the date(s) set out in **Appendix "A"** (see the "Pre-Filing Claims Cut-Off Date" column in Appendix "A"), correlating with each specific Respondent listed at **Appendix "A"** herein, **(collectively, the "Respondents")** (See page 3 for further instructions)

Regarding the claim of _____

(referred to in this form as "**the creditor**"). (name of creditor)

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

Telephone: _____

Fax: _____

Email: _____

_____ residing in the _____
(name of person signing claim) (city, town, etc.)

of _____ in the province of _____
(name of city, town, etc.) (province)

Do hereby certify that:

1. I am the creditor
or I am _____ of the creditor.
(if an officer or employee of the company, state position or title)
2. I have knowledge of all the circumstances connected with the Claim, as defined in the Supplemental Claims Procedure Order, dated **[NTD]**, referred to in this form.
3. I have a Claim against _____ (the "Respondent").
(name of Respondent entity)
4. As of the date of _____, the Respondent was and still is indebted to the creditor in the sum of _____ CDN as shown by the statement of account or other documentary evidence attached hereto and marked "Schedule A".

Claims should **not** include the value of goods and/or services supplied after the date(s) specified in **Appendix "A"** in correlation to the specific Respondent the creditor is claiming against (see the "Pre-Filing Claims Cut-Off Date" column in Appendix "A"). If a creditor's claim is to be reduced by deducting any counter claims to which the Receivership Debtor is entitled and/or amounts associated with the return of equipment and/or assets by the Receivership Debtor, please specify.

The statement of account or other documentary evidence must specify the vouchers or other forms of evidence, such as court judgments, in support of the claim, including for example, the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

5. A. **Unsecured claim.** \$_____. In respect to the said debt, the creditor does not and has not held any assets as security.

6. B. **Secured claim.** \$_____. In respect of the said debt, the creditor holds assets valued at \$ _____ as security:

Provide full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

Dated at _____, this _____ day of _____, 2021.
(Insert city)

(witness signature)

(signature of individual completing the form)

Must be signed and witnessed

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. A Statement of Account or other documentary evidence containing details of secured, unsecured, liquidated or contingent claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". Claims should **not** include the value of goods and/or services arising after the "Pre-Filing Claims Cut-Off Date" column in Appendix "A" in relation to a respective Respondent. It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.
4. The nature of the claim must be indicated by ticking the type of claim which applies at section 6 of the Proof of Claim.
 - Ticking (A) indicates the claim is unsecured;
 - Ticking (B) indicates the claim is secured, such as a builders' lien claim, mortgage, valid trust claim, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
5. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.
6. Additional information regarding the receivership proceedings, as well as copies of claims documents may be obtained at <https://www.alvarezandmarsal.com/strategicgroup>.
7. If there are any questions in completing the Proof of Claim, please write the Receiver at:
Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com
Phone: (403) 538-7555

Note: Any claim not delivered to the Receiver at the above noted address by March 9, 2021, will, unless otherwise ordered by the Alberta Court of Queen's Bench, be barred and may not thereafter be advanced against the Receivership Debtor.

Appendix “A” – Respondents

(Please see the Receiver’s website for full legal descriptions for the properties listed below - <https://www.alvarezandmarsal.com/strategicgroup>)

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
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Sundance Place II 1000 Limited Partnership	Sundance Place II Ltd.	1000-15 Sunpark Plaza SE, Calgary AB	January 30, 2020
Sundance Place II 3000 Limited Partnership	Sundance Place II Ltd.	3000 – 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 4000 Limited Partnership	Sundance Place II Ltd.	4000 – 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 6000 Limited Partnership	Sundance Place II Ltd.	6000 - 15 Sunpark Plaza SE, Calgary, AB	January 30, 2020
Sundance Place Limited Partnership	Sundance Place II Ltd.	23 Sunpark Drive SE, Calgary, AB	February 19, 2020

Schedule "D" — Supplemental Claims Procedure Order

NEWSPAPER ADVERTISEMENT
NOTICE TO CREDITORS

CLAIMS AND CLAIMS BAR DATE FOR THE SPECIFIC ENTITIES, HEREIN (THE "RESPONDENTS"):

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Pre-Filing Claims Cut-Off Date
Aura Limited Partnership	Aura Capital Corp.	February 19, 2020
Aura Limited Partnership	Aura Capital Corp.	February 19, 2020
Aura Limited Partnership	Aura Capital Corp.	February 19, 2020
Avenida Village Limited Partnership	Avenida Village Ltd.	February 19, 2020
Parallel Centre Limited Partnership	Parallel Centre Ltd.	February 19, 2020
Petro Fina Limited Partnership	Petro Fina Capital Corp.	January 30, 2020
Place 9-6 Limited Partnership	Place 9-6 Ltd.	February 19, 2020
Stella Place Limited Partnership	Stella Place Capital Corp.	February 19, 2020
Sundance Place II 1000 Limited Partnership	Sundance Place II Ltd.	January 30, 2020
Sundance Place II 3000 Limited Partnership	Sundance Place II Ltd.	February 19, 2020
Sundance Place II 4000 Limited Partnership	Sundance Place II Ltd.	February 19, 2020
Sundance Place II 6000 Limited Partnership	Sundance Place II Ltd.	January 30, 2020
Sundance Place Limited Partnership	Sundance Place II Ltd.	February 19, 2020

NOTICE IS HEREBY GIVEN THAT, pursuant to an order of the Court of Queen's Bench of Alberta (**the "Court"**) granted **[Insert Date of Order] (the "Supplemental Claims Procedure Order")**. Any person who believes that they have a claim against a Respondent specifically listed above, which claim arose prior to a "Pre-Filing Claims Cut-Off Date" listed above, whether liquidated, contingent or otherwise, must send a Proof of Claim to the Receiver to be received **by 5:00 p.m. (Mountain Daylight Time) on March 9, 2021 (the "Claims Bar Date")**.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER EXTINGUISHED AND SUCH CREDITORS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING CLAIMS AGAINST THE RESPONDENTS AND WILL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THESE PROCEEDINGS OR RECEIVE FURTHER NOTICE OF THESE PROCEEDINGS.

Further details regarding the Respondents and their respective properties, a copy the Supplemental Claims Procedure Order and the respective Proof of Claim Document Package can be obtained from the Receiver's website at <https://www.alvarezandmarsal.com/strategicgroup>.

For questions, please contact the Receiver at:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com Phone: (403) 538-755

Schedule "E" — Supplemental Claims Procedure Order

NOTICE OF REVISION OR DISALLOWANCE (SUPPLEMENTAL CLAIMS PROCEDURE)

Claim Reference Number: _____

Name of Respondent: _____

TO: _____
(Name of Creditor)

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Court of Queen's Bench of Alberta, dated **[Insert Date of Order]** (the "**Supplemental Claims Procedure Order**"). All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Supplemental Claims Procedure Order, Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager of the Respondent, hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Supplemental Claims Procedure Order, your Claim will be allowed as follows:

	Amount Per Proof of Claim	Amount Allowed by Receiver
Unsecured Claim	_____	_____
Secured Claim	_____	_____

REASON(S) FOR THE REVISION OR DISALLOWANCE:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must within **twenty one (21) days from the date you received (or are deemed to have received) this Notice of Revision or Disallowance** deliver to the Receiver a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or electronic mail to the address below.

Alvarez & Marsal Canada Inc., the Court-appointed Receiver and Manager under Court of Queen's Bench Action No. 1901-18029.

By Mail/Courier/Email:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com
Phone: (403) 538-7555

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN FOURTEEN (14) DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

Dated _____ 2021 in Calgary, Alberta.

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed receiver in the Receivership of Sundance Place II, et al., in Alberta Court of Queen's Bench Action 1901-18029 and not in its personal or corporate capacity.

Per: _____

Schedule "F" – Supplemental Claims Procedure Order

DISPUTE NOTICE (SUPPLEMENTAL CLAIMS PROCEDURE)

Claim Reference Number: _____

Name of Respondent against
which a Claim is asserted: _____

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

(the "Creditor").

Full Mailing Address of the Creditor:

Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of Original Creditor from whom you acquired the Claim, if applicable: _____

Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: No:

Full Legal Name of Original Creditor(s): _____

3. Dispute of Revision or Disallowance of Claim for Distribution Purposes:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Receiver		Amount claimed by Creditor
Unsecured Claim	\$	Unsecured Claim	\$
Secured Claim	\$	Secured Claim	\$

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.) _____

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must **within twenty one (21) days of the date of receipt of the Notice of Revision or Disallowance** deliver to the Receiver this Dispute Notice either by prepaid registered mail, personal service, courier, or electronic mail to the following address. Dispute Notices shall be deemed to be received two business days from the date of mailing, upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

Alvarez & Marsal Canada Inc., the Court-appointed Receiver and Manager under Court of Queen's Bench Action No. 1901-18029.

By Mail/Courier/Email:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com
Phone: (403) 538-7555

DATED this _____ day of _____, 2021.

Name of Creditor: _____

Per: _____

Witness

Name:
Title:
(please print)