

COURT FILE NO.	2001-03935	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	VANCITY COMMUNITY INVESTMENT BANK	
RESPONDENTS	FIRST STREET PLAZA (2006) LIMITED PARTNERSHIP by its general partner FIRST STREET PLAZA GP LTD.; LOUISE BLOCK LIMITED PARTNERSHIP by its general partner LOUISE BLOCK CAPITAL CORP.; MACLEOD PLACE LIMITED PARTNERSHIP by its general partner MACLEOD PLACE LTD.; RIAZ MAMDANI; and IEC LTD.	
DOCUMENT	APPLICATION	
FILED	November 6, 2020	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Counsel McMillan LLP Royal Centre, 1500 - 1055 W Georgia Street Vancouver, BC V6E 4N7 Telephone: 604-691-6858 Facsimile: 604-685-7084 Email: daniel.shouldice@mcmillan.ca	

NOTICE TO RESPONDENTS

This application is made against you. You are the respondents.

You have the right to state your side of this matter before the judge.

To do so, you attend Court by videoconference or phone when the application is heard as shown below:

Date:	November 13, 2020
Time:	3:30 PM
Where:	Calgary Courts Centre – Via Webex. Videoconference details are enclosed as Appendix “A” to this Application
Before:	The Honourable Justice Romaine

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Approval and Vesting Order, substantially in the form attached as **Schedule “A”** hereto:

- a. Declaring that service of this application and the Receiver's First Report dated November 6, 2020 (the "**First Report**") is valid; abridging time for service and/or dispensing with service of the application and the First Report, if necessary;
 - b. Approving the agreement of purchase and sale between the receiver, MNP Ltd. (the "**Receiver**") and 1256332 Alberta Inc. (the "**Purchaser**") dated November 6, 2020, (the "**Sale Agreement**") and the transactions contemplated thereby;
 - c. Authorizing the Receiver to take all steps reasonably required to carry out the terms of the Sale Agreement; and
 - d. Vesting in the Purchaser all of the interest of Louise Block Limited Partnership by its general partner Louise Block Capital Corp. (together, the "**Louise Block Debtors**") in the lands and property described in the Sale Agreement free and clear of any claims or encumbrances other than permitted encumbrances.
2. A Sealing and Approval Order, substantially in the form attached as **Schedule "B"** hereto:
- a. Temporarily sealing the First Confidential Report of the Receiver dated November 6, 2020 (the "**First Confidential Report**") until the filing of the Receiver's Closing Certificate (as defined in the Approval and Vesting Order);
 - b. Approving the actions of MNP Ltd. in its capacity as Receiver to September 30th, 2020;
 - c. Approving the Interim Statement of Receipts and Disbursements of the Receiver as set out in the First Report;
 - d. Approving the Receiver's fees and disbursements and the legal fees and disbursements of its legal counsel, McMillan LLP to September 30, 2020; and
 - e. Approving the proposed distribution of funds in the possession of the Receiver, in an amount the Receiver may deem advisable after estimating the amount required to complete its mandate in respect of the Debtors and Louise Block, to Vancouver Community Investment Bank ("**VCIB**") as follows:
 - i. by way of repayment of the Borrowed Funds (as defined in the First Report) plus applicable interest; and
 - ii. following repayment of the Borrowed Funds and interest thereon in full, on account of the secured indebtedness owed by the Louise Block Debtors to VCIB as of the date of such distribution.
3. Such further relief as counsel may request and this Honourable Court may grant.

Grounds for making this application:

Background

4. MNP Ltd. was appointed as Receiver and Manager (in such capacity, the "**Receiver**"), pursuant to an Order (the "**Receivership Order**") granted by the Court of Queen's Bench of Alberta (the

“**Court**”) on March 20, 2020 and effective May 8, 2020 (the “**Receivership Date**”) upon filing a Termination Certificate with the Clerk of the Court, over the following lands and premises, and all property used in the business or affairs carried on by the Louise Block Debtors, First Street Plaza (2006) Limited Partnership by its general partner First Street Plaza GP Ltd., and Macleod Place Limited Partnership by its general Partner Macleod Place Ltd. (collectively, the “**Debtors**”) at those lands and premises, namely:

Title #: 051392048

Legal Description:

Plan “A”

Block 72

Lots 37 to 40 inclusive

Civic Address: 1018 Macleod Trail SE, Calgary, Alberta

Titleholder: Louise Block Capital Corp.

(“**Louise Block**”)

Title #: 071146388

Legal Description:

Plan C

Block 16

Lots 21 to 24

Excepting thereout a portion for street widening on Plan 8310173

Excepting thereout all mines and minerals

Civic Address: 138 – 4th Avenue SE, Calgary, Alberta

Titleholder: First Street Plaza GP Ltd.

(“**First Street Plaza**”)

Title #: 131062248

Legal Description:

Plan 4269HS

Block 1

Lot 2

Excepting thereout all mines and minerals

Civic Address: 5920 and 5940 Macleod Trail SW, Calgary

Titleholder: Macleod Place Ltd.

(“**Macleod Place I and II**”, and together with Louise Block and First Street Plaza, the “**Properties**”)

5. The Debtors form part of the Strategic Group of companies that owned and managed various real estate in Calgary and elsewhere in Alberta. On December 10, 2019, an Initial Order was granted by the Court pursuant to the *Companies’ Creditors Arrangement Act* in respect of a number of Strategic Group entities, including the Debtors.
6. On December 20, 2019 the Court denied an application to extend the stay of proceedings granted under the Initial Order and granted an Interim Receivership Order appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as interim receiver and receiver and manager of the Strategic Group of companies, including the Debtors. The Interim Receivership Order was in place at the time that the Receivership Order was granted.
7. Louise Block is a 1910 two-story building of approximately 25,600 square feet containing office and retail space for lease. Louise Block has three tenants and is approximately 65% occupied.
8. First Street Plaza is an eight-story office and retail building of approximately 71,760 square feet. First Street Plaza has six tenants and is approximately 87% occupied.

9. Macleod Place I and II are two office towers with a total building area of approximately 183,400 square feet and, at the date the Receivership Order was pronounced, were approximately 74% occupied.
10. Other than the Properties, the Debtors' assets consist primarily of some minimal chattels and past due rental obligations owing by various tenants.
11. After the Receivership Date, A&M paid surplus cash on hand from operating the Properties to the Receiver, which funds were deposited to the receivership trust accounts for each of Louise Block, First Street Plaza, and Macleod Place I and II. A&M retained funds to deal with final costs that may arise from the transition of the Properties to the Receiver. A&M is currently holding \$22,563.29 in trust for Louise Block, \$375.61 in trust for First Street Plaza, and \$89,274.50 in trust for Macleod Place I and II, all of which is net of Goods and Services Tax ("**GST**") to be remitted.
12. The Receiver understands that the Debtors had no employees. Prior to the appointment of A&M as interim receiver, the Properties had been managed by a property management company that was part of the Strategic Group.
13. VCIB is the senior secured creditor of the Debtors pursuant to various loan and security agreements in relation to the Properties and is the petitioning creditor in these proceedings.
14. As at December 17, 2019, the Debtors owed a total of \$35,930,804.37, plus accruing interest, and exclusive of legal fees and other costs and disbursements to VCIB. That aggregate debt is composed of amounts owing by the Debtors as follows:
 - a. Louise Block: \$2,913,414.12;
 - b. First Street Plaza: \$13,119,480.60; and
 - c. Macleod Place I and II: \$19,897,909.65.

Receiver's Activities

15. As set out in more detail in the Receiver's First Report, the Receiver's activities to date included the following:
 - a. Took possession and reviewed various records of the Debtors;
 - b. Coordinated with A&M in the transition of the Properties to the Receiver;
 - c. Arranged for insurance coverage of the Properties;
 - d. Attended to its duties under section 245 and 246 of the *Bankruptcy and Insolvency Act*;
 - e. Entered into a property management agreement with Colliers Macauley Nicolls Inc. ("**Colliers**") to manage, operate, and maintain the Properties;
 - f. Corresponded with tenants of the Properties with respect to property management and lease-related issues;

- g. Issued a request for proposals for the marketing of the Properties and retained Avison Young Real Estate Alberta Inc. ("**Avison Young**") to market each of the Properties pursuant to Exclusive Commercial Listing Agreements;
- h. Borrowed funds, pursuant to the Receivership Order, from VCIB for property taxes as well as ongoing operating and receivership costs in connection with Louise Block;
- i. Prepared and filed GST returns for each of the Debtors;
- j. Retained McMillan LLP ("**McMillan**") as its independent legal counsel and requested that McMillan complete a review of the loan and security documents in respect of Louise Block;
- k. Maintained and updated the Service List and Receiver's website; and
- l. Received and responded to various creditor and stakeholder inquiries throughout the receivership proceedings.

Sales Process and Proposed Sale of Louise Block

- 16. Louise Block was marketed by Avison Young and the Receiver. Marketing activities included:
 - a. Online posting on Avison Young's national website;
 - b. Online posting on the Receiver's national website; and
 - c. E-mail notification to 617 contacts in Avison Young's database.
- 17. Nineteen interested parties executed Sales Process Confidentiality Agreements with respect to Louise Block and were able to view certain information and documents in an electronic data room.
- 18. Eight parties made an initial bid by the initial bid submission deadline of September 11, 2020.
- 19. Based on a review of those offers and discussions with Avison Young and VCIB, the Receiver directed Avison Young to set a second and final bid submission date of September 16, 2020. On that date, six offers were received.
- 20. The details of the non-binding letter of intent and various offers that were submitted are provided in the First Confidential Report.
- 21. The highest and best offer received to date was an offer from the Purchaser on September 16, 2020. The Receiver and the Purchaser entered into the Sale Agreement on November 6, 2020, which is subject only to the Court's approval.
- 22. The proposed sale of Louise Block also includes chattels and amounts owing (as at November 30, 2020) to the Louise Block Debtors by tenants pursuant to the commercial leases in relation to Louise Block. Further, the Purchaser will take an assignment of the commercial leases and assume all obligations thereunder.
- 23. The material terms of the Sale Agreement are as follows:

- a. Purchase Price: (see First Confidential Report);
 - b. Conditions Precedent: Court approval only;
 - c. Closing: On or before thirty days following the issuance of the Approval and Vesting Order;
 - d. Payment of Purchase Price: The purchase price shall be paid by way of application of the deposit in the amount of \$100,000, and payment of the balance by the Closing Date. The purchase price is subject to closing adjustments; and
 - e. Purchase Price Allocation: The Purchaser has indicated that the total purchase price is allocated to real property.
24. The sale is to be completed on an “as is, where is” basis with no surviving representations or warranties being made by the Receiver.
25. Commissions payable to Avison Young under the Exclusive Commercial Listing Agreements are calculated at 1.75% of the gross purchase price, plus GST. Avison Young has agreed to reduce commissions owing on the proposed sale of Louise Block by \$25,000.
26. VCIB commissioned an appraisal of Louise Block from Colliers International, and the appraisal report dated March 6, 2020, with an effective date of February 1, 2020 (the “**Appraisal**”) was shared with the Receiver. VCIB has requested that the contents of the Appraisal remain confidential. Excerpts from the Appraisal are attached to the First Confidential Report.
27. While the amount offered by the Purchaser is less than the appraised value of Louise Block, the Receiver is satisfied that Louise Block has been fully and adequately marketed and that the proposed sale represents the present market value of Louise Block.
28. As described in more detail in the First Report, the Calgary real estate market is currently depressed and Louise Block operates at a deficit. Accordingly, the Receiver believes that there is not a benefit to be obtained by extending the sales process.
29. VCIB, the senior secured creditor in these proceedings and the party with the primary economic interest, also recommends approval of sale.

Sealing Order

30. The First Confidential Report contains the following:
- a. an unredacted copy of the Sale Agreement, which discloses the purchase price to be paid for Louise Block;
 - b. details concerning a non-binding letter of intent and various offers that were submitted; and
 - c. excerpts from the Appraisal.
31. The Receiver is of the view that the disclosure of above may be detrimental in the event that the sale to the Purchaser does not close and additional marketing of Louise Block is required. The

Receiver is of the view that, if the requested sealing order is not granted, recoveries may be reduced should a subsequent marketing process be required.

Approval of Distribution

32. The Receiver seeks approval of payment to VCIB as set out in the First Report. The Receiver believes that such distribution is appropriate.

Fees and Disbursements of the Receiver and its Counsel.

33. The actions of the Receiver and its legal counsel in the course of the administration of the receivership are reasonable and appropriate under the circumstances.
34. All of the actions in respect of the fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceeding are reasonable and have been validly incurred at standard rates.
35. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

36. The Application, filed;
37. The Receiver's First Report dated November 6, 2020, filed;
38. The Receiver's First Confidential Report dated November 6, 2020;
39. The Receivership Order;
40. All pleadings, Affidavits and other materials filed in this action;
41. The inherent jurisdiction of this Honourable Court to control its own process; and
42. Such further evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

43. Rules 6.9, 6.28, 11.27 and 13.5 of the *Alberta Rules of Court*; and
44. Such further material as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

45. The *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended;
46. The *Judicature Act*, RSA 2000, c J-2, as amended;
47. This Court's equitable and statutory jurisdiction thereunder; and
48. Such further authority as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

49. None.

How the application is proposed to be heard or considered.

50. Via webex pursuant to the dial in details contained in Appendix "A".

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicants what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

APPENDIX "A"

Virtual Courtroom 61 has been assigned for the following matter:

Date: Nov 13, 2020 03:30 PM

Style of Cause: VANCITY COMMUNITY INVESTMENT BANK v. FIRST STREET PLAZA 2006 LIMITED PARTNERSHIP; BY GP, 2001 03935

Presiding Justice: ROMAINE, J

Virtual Courtroom Link:

<https://albertacourts.webex.com/meet/virtual.courtroom61>

Instructions for Connecting to the Meeting

1. Click on the link above or open up Chrome or Firefox and cut and paste it into your browser address bar.
2. If you do not have the Cisco Webex application already installed on your device, the site will have a button to install it. Follow installation instructions. Enter your full name and email address when prompted
3. Click on the **Open Cisco Webex Meeting**.
4. You will see a preview screen. Click on **Join Meeting**.

Key considerations for those attending:

1. Please connect to the courtroom **15 minutes prior** to the start of the hearing.
2. Please ensure that your microphone is muted and remains muted for the duration of the proceeding, unless you are speaking. Ensure that you state your name each time you speak.
3. If bandwidth becomes an issue, some participants may be asked to turn off their video and participate by audio only.
4. **Note: Recording or rebroadcasting of the video is prohibited.**
5. **Note: It is highly recommended you use headphones with a microphone or a headset when using Webex. This prevents feedback.**

If you are a non-lawyer attending this hearing remotely, **you must** complete the undertaking located here:

<https://www.albertacourts.ca/qb/resources/announcements/undertaking-and-agreement-for-non-lawyers>

For more information relating to Webex protocols and procedures, please visit:

<https://www.albertacourts.ca/qb/court-operations-schedules/webex-remote-hearings-protocol>

Schedule "A"

(See Attached)

COURT FILE NUMBER 2001-03935

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT VANCITY COMMUNITY INVESTMENT BANK

RESPONDENTS FIRST STREET PLAZA (2006) LIMITED PARTNERSHIP by its general partner FIRST STREET PLAZA GP LTD.; LOUISE BLOCK LIMITED PARTNERSHIP by its general partner LOUISE BLOCK CAPITAL CORP.; MACLEOD PLACE LIMITED PARTNERSHIP by its general partner MACLEOD PLACE LTD.; RIAZ MAMDANI; and IEC LTD.

DOCUMENT APPROVAL AND VESTING ORDER (Sale by Receiver)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Counsel

McMillan LLP
Royal Centre, 1500 - 1055 W Georgia Street
Vancouver, BC V6E 4N7

Telephone: 604-691-6858
Facsimile: 604-685-7084
Email: daniel.shouldice@mcmillan.ca

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: November 13, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Romaine

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "Receiver") over the following land and premises, and all property used in the business or affairs carried on by Louise Block Limited Partnership by its general partner Louise Block Capital Corp. (together, the "Louise Block Debtors"), First Street Plaza (2006) by its general partner First Street Plaza GP Ltd., and Mcleod Place Limited Partnership by its general partner Mcleod Place Ltd. (collectively, the "Debtors") at those land and premises, namely:

Title #: 051392048

Legal Description:

Plan "A"

Block 72

Lots 37 to 40 inclusive

Civic Address: 1018 Macleod Trail SE, Calgary, Alberta

Titleholder: Louise Block Capital Corp.

Title #: 071146388

Legal Description:

Plan C

Block 16

Lots 21 to 24

Excepting thereout a portion for street widening on Plan 8310173

Excepting thereout all mines and minerals

Civic Address: 138 – 4th Avenue SE, Calgary, Alberta

Titleholder: First Street Plaza GP Ltd.

Title #: 131062248

Legal Description:

Plan 4269HS

Block 1

Lot 2

Excepting thereout all mines and minerals

Civic Address: 5920 and 5940 Macleod Trail SW, Calgary

Titleholder: Macleod Place Ltd.

for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and 1256332 Alberta Ltd. (the "Purchaser") and appended to the First Confidential Report of the Receiver dated November 6, 2020 (the "First Confidential Report"), and vesting in the Purchaser (or its nominee) the Louise Block Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated March 20, 2020 (the "Receivership Order"), the First Confidential Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for Vancity Community Investment Bank ("VCIB") and such other persons as were present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "Receiver's Closing Certificate"), all of the Louise Block Debtors' right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") other than the Permitted Encumbrances (as defined below) including, without limiting the generality of the foregoing:
 - a) any encumbrances or charges created by the Interim Receivership Order (the "Interim Receivership Order") dated December 20, 2019;
 - b) any encumbrances or charges created by the Receivership Order;
 - c) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - d) any liens or claims of lien under the *Builders' Lien Act* (Alberta);

- e) any Claims arising pursuant to contracts and agreements to which the Vendor is a party or by which the Debtor is bound other than the Assumed Contracts (as defined in the Sale Agreement); and
- f) those Claims listed in Schedule “B” hereto (all of which are collectively referred to as the “Encumbrances”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants described and listed in Schedule “C” (collectively, “Permitted Encumbrances”))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “Governmental Authorities”) are hereby authorized, requested and directed to accept delivery of such Receiver’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser (or its nominee) clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles (“Land Titles Registrar”) for the lands defined below shall and is hereby authorized, requested and directed to forthwith notwithstanding Section 191(1) of the *Land Titles Act*, RSA 2000, c L-7:

- (i) cancel existing Certificate of Title No. 051392048 for those lands and premises legally described as:

PLAN A
BLOCK SEVENTY-TWO (72)
LOTS THIRTY-SEVEN (37) TO FORTY (40) INCLUSIVE

(the “Lands”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, 1256332 Alberta Inc.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in Schedule “C”, to this Order, and to issue and register against the New Certificate of Title

such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule “C”; and

- (iv) discharge and expunge the Encumbrances listed in Schedule “B” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
 - (b) the Registrar of the Alberta Personal Property Registry (the “PPR Registrar”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
 7. Upon delivery of the Receiver’s Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’s Closing

Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtors, or any person claiming by, through or against the Debtors.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

14. Notwithstanding:

- a) the pendency of these proceedings and any declaration of insolvency made herein;
- b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “BIA”), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- c) any assignment in bankruptcy made in respect of the Debtor; and
- d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

16. 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;
 - (iv) the Purchaser or the Purchaser’s solicitors; and
- b. Posting a copy of this Order on the Receiver’s website at: <https://mnpdebt.ca/en/corporate/corporate-engagements/louise-block-first-street-plaza-macleod-place>

and service on any other person is hereby dispensed with.

17. 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"**Form of Receiver's Certificate**

COURT FILE NUMBER	2001-03935	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	VANCITY COMMUNITY INVESTMENT BANK	
RESPONDENTS	FIRST STREET PLAZA (2006) LIMITED PARTNERSHIP by its general partner FIRST STREET PLAZA GP LTD.; LOUISE BLOCK LIMITED PARTNERSHIP by its general partner LOUISE BLOCK CAPITAL CORP.; MACLEOD PLACE LIMITED PARTNERSHIP by its general partner MACLEOD PLACE LTD.; RIAZ MAMDANI; and IEC LTD.	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Counsel McMillan LLP Royal Centre, 1500 - 1055 W Georgia Street Vancouver, BC V6E 4N7 Telephone: 604-691-6858 Facsimile: 604-685-7084 Email: daniel.shouldice@mcmillan.ca	

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2020, MNP Ltd. was appointed as the receiver and manager (the "Receiver") over the following land and premises, and all property used in the business or affairs carried on by Louise Block Limited Partnership by its general partner Louise Block Capital Corp. (together, the "Louise Block Debtors"), First Street Plaza (2006) by its general partner First Street Plaza GP Ltd., and Mcleod Place Limited Partnership by its general partner Mcleod Place Ltd. (together, the "Debtors") at those land and premises, namely:

Title #: 051392048

Legal Description:

Plan "A"

Block 72

Lots 37 to 40 inclusive

Civic Address: 1018 Macleod Trail SE, Calgary, Alberta

Titleholder: Louise Block Capital Corp.

Title #: 071146388

Legal Description:

Plan C

Block 16

Lots 21 to 24

Excepting thereout a portion for street widening on Plan 8310173

Excepting thereout all mines and minerals

Civic Address: 138 – 4th Avenue SE, Calgary, Alberta

Titleholder: First Street Plaza GP Ltd.

Title #: 131062248

Legal Description:

Plan 4269HS

Block 1

Lot 2

Excepting thereout all mines and minerals

Civic Address: 5920 and 5940 Macleod Trail SW, Calgary

Titleholder: Macleod Place Ltd.

- B. Pursuant to an Order of the Court dated November 13, 2020 the Court approved the agreement of purchase and sale (the "Sale Agreement") between the Receiver and 1256332 Alberta Inc. (the "Purchaser") dated November 6, 2020, and provided for the vesting in the Purchaser (or its nominee) of the Louise Block Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser (or its nominee) of a certificate confirming (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement; and
2. The Transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at [**Time**] on [**Date**].

**MNP Ltd., in its capacity as Receiver
of the undertakings, property and
assets of the Debtors, and not in its
personal capacity.**

Per; _____

Name: Patty E. Wood

Title: Senior Vice President

Schedule "B"
(Encumbrances)

Alberta Land Titles Registration Number	Particulars
071 548 218	Mortgage Mortgagee – Vancity Community Investment Bank
071 548 219	Caveat Re: Assignment of Rents and Leases Caveator – Vancity Community Investment Bank
191 243 242	Builder's Lien Lienor – 7 Construction Inc.
201 094 187	Certificate of Lis Pendens Affects Instrument: 191243242
201 020 746	Order In favour of – Alvarez & Marsal Canada Inc.

Alberta Personal Property Registration Number	Secured Party/Plaintiff Applicant
19121828236	Vancity Community Investment Bank
20011018935 Amendment 20011317197 Amendment 20021210762 Amendment 20021421329	Alvarez & Marsal Canada Inc., LIT Receiver

**Schedule “C”
(Permitted Encumbrances)**

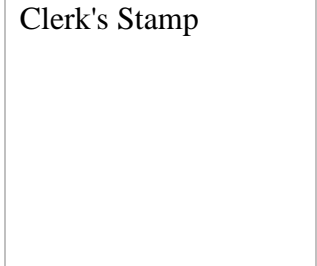
1. The Permitted Encumbrances described in the Sale Agreement.
2. The following specific registrations:

Alberta Land Titles Registration Number	Particulars
021 358 549	Order under Historical Resources Act
051 384 160	Caveat Re: Lease, etc. Caveator – Fairly Vanilla Ltd.
051 405 647	Caveat Re : Encroachment Agreement
061 507 056	Caveat Re: Lease, etc. Caveator - Environmental Careers Organization of Canada
081 123 234	Caveat Re: Lease Interest Caveator- Lotus Vietnamese Noodle House Ltd.
191 071 856	Caveat Re: Lease Interest Caveator – Potential Place Society

Schedule "B"

(See Attached)

COURT FILE NUMBER 2001-01887
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



APPLICANT VANCITY COMMUNITY INVESTMENT BANK
RESPONDENTS FIRST STREET PLAZA (2006) LIMITED PARTNERSHIP by its general partner FIRST STREET PLAZA GP LTD.; LOUISE BLOCK LIMITED PARTNERSHIP by its general partner LOUISE BLOCK CAPITAL CORP.; MACLEOD PLACE LIMITED PARTNERSHIP by its general partner MACLEOD PLACE LTD.; RIAZ MAMDANI; and IEC LTD.

DOCUMENT **SEALING, DISTRIBUTION AND APPROVAL ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McMillan LLP
Royal Centre, 1500 - 1055 W Georgia Street
Vancouver, BC V6E 4N7

Telephone: 604-691-6858
Facsimile: 604-685-7084
Email: daniel.shouldice@mcmillan.ca

DATE ON WHICH ORDER WAS PRONOUNCED: November 13, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Romaine

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "Receiver") over the following land and premises, and all property used in the business or affairs carried on by Louise Block Limited Partnership by its general partner Louise Block Capital Corp. (together, the "Louise Block Debtors"), First Street Plaza (2006) by its general

partner First Street Plaza GP Ltd., and Mcleod Place Limited Partnership by its general partner Mcleod Place Ltd. (collectively, the “Debtors”) at those land and premises, namely:

Title #: 051392048

Legal Description:

Plan “A”

Block 72

Lots 37 to 40 inclusive

Civic Address: 1018 Macleod Trail SE, Calgary, Alberta

Titleholder: Louise Block Capital Corp.

Title #: 071146388

Legal Description:

Plan C

Block 16

Lots 21 to 24

Excepting thereout a portion for street widening on Plan 8310173

Excepting thereout all mines and minerals

Civic Address: 138 – 4th Avenue SE, Calgary, Alberta

Titleholder: First Street Plaza GP Ltd.

Title #: 131062248

Legal Description:

Plan 4269HS

Block 1

Lot 2

Excepting thereout all mines and minerals

Civic Address: 5920 and 5940 Macleod Trail SW, Calgary

Titleholder: Macleod Place Ltd.

for an order temporarily sealing the First Confidential Report of the Receiver dated November 6, 2020 (the “First Confidential Report”), approving the Receiver’s fees and disbursements, approving the Receiver’s activities, and approving the distribution of funds in the Receiver’s possession to Vancity Community Investment Bank (“VCIB”), by way of repayment of funds borrowed by the Receiver and on account of the secured indebtedness owed by the Debtors to VCIB as of the date of such distribution;

AND UPON HAVING READ the Interim Receivership Order dated December 20, 2019 granted in Court of Queen’s Bench of Alberta Court File No. 1901-18029 appointing Alvarez & Marsal Canada Inc. as interim receiver of the Debtors; Receivership Order dated March 20, 2020 (the “Receivership Order”), the First Report of the Receiver dated November 6, 2020 (the “First

Report”), the Confidential Report and the Affidavit of Service; **AND UPON** the approval and vesting order having been granted on November 13, 2020, in the within proceeding (the “AVO”); **AND UPON HEARING** the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for VCIB and such other persons as were present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

TEMPORARY SEALING

2. Division 4 of Part 6 of the Alberta Rules of Court does not apply to this application.
3. The First Confidential Report shall, until the filing of the Receiver’s Closing Certificate (as defined in the AVO), be sealed and kept confidential, to be shown only to a Justice of the Court of Queen’s Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Confidential Report in a sealed envelope, which shall be clearly marked “SEALED PURSUANT TO THE ORDER OF THE HONOURABLE JUSTICE ROMAINE DATED NOVEMBER 13, 2020.”

APPROVAL OF ACTIVITIES

4. The Receiver’s activities as set out in the First Report, and the Statement of Receipts and Disbursements as attached to the First Report, are hereby ratified and approved.

PROFESSIONAL FEES

5. The Receiver’s fees and disbursements, as set out in the First Report, are hereby approved without the necessity of a formal passing of accounts.

6. The fees and disbursements of the Receiver's legal counsel, McMillan LLP, as set out in the First Report, are hereby approved without the necessity of a formal assessment of accounts.
7. The Receiver is authorized and directed to pay any and all accounts of the Receiver and its legal counsel up to and subsequent to the date of this Order respecting accrued or accruing fees and disbursements.

DISTRIBUTION

8. The Receiver is authorized to distribute the funds in its possession, in an amount the Receiver may deem advisable after estimating the amount required to complete its mandate in respect of the Debtors and Louise Block, to VCIB as follows:
 - (a) By way of repayment of the Borrowed Funds (as defined in the First Report) plus applicable interest; and
 - (b) Following repayment of the Borrowed funds and interest thereon in full, on account of the secured indebtedness owed by the Louise Block Debtors to VCIB as of the date of such distribution.

SERVICE

9. 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;
 - b. Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/louise-block-first-street-plaza-macleod-place>

and service on any other person is hereby dispensed with.

10. 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