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COURT FILE NO. 2001-03935
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT VANCITY COMMUNITY INVESTMENT BANK

Clerk's Stamp



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.

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Feb. 24, 2021
Justice Shelley

DOCUMENT APPLICATION

FILED February 18, 2021

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

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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: February 24, 2021
Time: 3:00 PM
Where: **Edmonton Courts Centre – Via Webex. Videoconference details to be provided upon receipt from Court**
Before: The Honourable Justice Shelley

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, the Receiver's Second Report to Court, dated February 18, 2021 (the "**Second Report**") and the Receiver's Second Confidential Report to Court, dated February 18, 2021 (the "**Second Confidential Report**") is valid; abridging time for service and/or dispensing with service of the application, the Second Report and the Second Confidential Report, if necessary;
 - b. Approving the agreement of purchase and sale between the receiver, MNP Ltd. (the "**Receiver**") and Macleod Place 1 & 2 Capital Corp., as general partner for and on behalf of Macleod Place 1 & 2 Limited Partnership (together, the "**Purchaser**"), dated February 10, 2021 (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;
 - d. Vesting in the Purchaser all of the interest of Macleod Place Limited Partnership by its general partner Macleod Place Ltd. (together, the "**Macleod Place Debtors**") in the lands and property described in the Sale Agreement free and clear of any claims or encumbrances other than permitted encumbrances; and
 - e. Directing all governmental authorities to take such steps as are necessary to register the transfers, interest authorization, discharges and discharge statements as may be required to convey the transactions contemplated in the Sale Agreement.
2. A Sealing and Approval Order, substantially in the form attached as **Schedule "B"** hereto:
- a. Temporarily sealing the Second Confidential Report until the filing of the Receiver's Closing Certificate (as defined in the Approval and Vesting Order);
 - b. Authorizing a distribution to Canada Revenue Agency ("**CRA**") in the amount of \$43,634.57 on account of its deemed trust claim in respect of unremitted goods and services tax ("**GST**");
 - c. Approving the actions of MNP Ltd. in its capacity as Receiver to February 18, 2021;
 - d. Approving the Interim Statement of Receipts and Disbursements of the Receiver as set out in the Second Report; and
 - e. Approving the Receiver's fees and disbursements and the legal fees and disbursements of its legal counsel, McMillan LLP ("**McMillan**") for the period from October 1, 2020 to January 31, 2021.
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 Macleod Place Debtors, Louise Block Limited Partnership by its general partner, Louise Block Capital Corp., and First Street Plaza (2006) Limited Partnership by its general partner First Street Plaza GP 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 court proceedings in which the Receiver was appointed are referred to herein as the “**Receivership Proceedings**”.
6. 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.
7. 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.
8. 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.

9. Other than the Properties, the Debtors' assets consist primarily of some minimal chattels and past due rental obligations owing by various tenants.
10. 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.
11. 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.
12. At the date of the Receivership Order, Vancity Community Investment Bank ("**VCIB**") was the senior secured creditor of the Debtors pursuant to various loan and security agreements in relation to the Properties and was the applicant creditor in these proceedings.
13. On November 13, 2020, upon application by the Receiver, this Court granted an Order (the "**Louise Block Vesting Order**") which approved the sale of Louise Block, and authorized and directed the Receiver to complete the sale. The sale closed on December 14, 2020 and the Receiver filed the Receiver's Certificate (as defined in the Louise Block Vesting Order) with the Court on January 7, 2021.
14. On November 13, 2020, this Court also granted an Order approving the activities, fees and expenses of the Receiver (including those of McMillan) as described in the First Report of the Receiver dated November 6, 2020 (the "**First Report**").
15. On or around January 21, 2021, VCIB irrevocably assigned its security in respect of Macleod Place I and II (collectively, the "**VCIB Security**") and associated debt obligations to Trez Capital Limited Partnership ("**Trez Capital**").

Receiver's Activities

16. As set out in the Second Report, the Receiver's activities from November 7, 2020 to date include the following:
 - a. Continued to manage, operate, and maintain the Properties; with Colliers Macauley Nicolls Inc. ("**Colliers**") pursuant to a property management agreement effective May 8, 2020;
 - b. Dealt with matters in relation to the sale of Louise Block;
 - c. Made a distribution to VCIB in the amount of \$1,800,000 on account of the security held by VCIB in respect of Louise Block and repaid the sum of \$125,000 that the Receiver had borrowed from VCIB in accordance with the Receivership Order, together with interest thereon;
 - d. Cancelled insurance coverage with respect to Louise Block and executed documents in relation to same;

- e. Continued to correspond regularly with Colliers in respect of the Properties and provided funding to Colliers for approved operating costs and other expenditures required to maintain the Properties, including final operating expenses in relation to Louise Block;
- f. Prepared monthly variance reports with respect to cash flow projections prepared by the Receiver in relation to the Properties' operations and administration of the Receivership Proceedings;
- g. Continued to collect rent from tenants of the Properties and corresponded with a number of tenants with respect to various property management and lease related matters;
- h. Had ongoing discussions and correspondence with the respective mortgage lenders regarding the operations and management of the Properties;
- i. Participated in discussions and exchanged correspondence with VCIB and Trez Capital regarding the assignment agreement between the two mortgage lenders with respect to the VCIB Security and associated debt obligations;
- j. Received offers in relation to First Street Plaza, and reviewed these offers with Avison Young Real Estate Alberta Inc. ("**Avison Young**"), and that Property's mortgage lenders. The offers were not accepted;
- k. Prepared cash flow projections in relation to First Street Plaza for January through March 2021;
- l. Participated in discussions and exchanged correspondence with VCIB and Connect First Credit Union Ltd. ("**Connect First**"), which were parties to a participation agreement in connection with a loan and associated security in respect of First Street Plaza, regarding an assignment between the two mortgage lenders. On or about February 1, 2021, VCIB and Connect First entered into an agreement whereby VCIB assigned its remaining interest in the debt and security in respect of First Street to Connect First;
- m. Prepared and filed GST returns for each of the Debtors as required;
- n. Maintained and updated the Service List and Receiver's website for the Receivership Proceedings; and
- o. Received and responded to various creditor and stakeholder inquiries throughout the Receivership Proceedings.

Sales Process and Proposed Sale of Macleod Place

- 17. Macleod Place I and II were marketed by Avison Young and the Receiver. Avison Young formally began its marketing campaign in respect of Macleod Place I and II in September 2020. Marketing activities included:
 - a. Online posting on Avison Young's national website;
 - b. Online posting on the Receiver's national website; and

- c. Email notification to 598 contacts in Avison Young's database.
18. Sixteen interested parties executed Sales Process Confidentiality Agreements with respect to Macleod Place I and II and were provided with access to an electronic data room containing various building, financial and operating information provided to Avison Young by the Receiver.
19. To date, nine offers have been received in respect of Macleod Place I and II, and were reviewed by the Receiver and the primary secured lender. The highest and best offer received to date is the offer received from the Purchaser on January 18, 2021. On February 10, 2021, the Receiver and the Purchaser entered into the Sale Agreement, which is subject only to the Court's approval.
20. The proposed sale of Macleod Place I and II also includes chattels and amounts owing to the Macleod Place Debtors by tenants pursuant to the commercial leases in relation to Macleod Place I and II. Further, the Purchaser will take an assignment of the commercial leases and assume all obligations thereunder.
21. The material terms of the Sale Agreement are as follows:
 - a. Purchase Price: (see Second Confidential Report);
 - b. Conditions Precedent: Court approval only;
 - c. Closing: On or before fifteen business days following the issuance of the Approval and Vesting Order;
 - d. Satisfaction of Purchase Price: The purchase price shall be satisfied by way of application of the deposit in the amount of \$500,000, assumption of the existing mortgage security currently registered against title to Macleod Place I and II in favour of Trez Capital in an amount disclosed in the Second Confidential Report, and payment of the balance in cash. The purchase price is subject to closing adjustments; and
 - e. Purchase Price Allocation: The Purchaser has indicated that \$200,000.00 of the purchase price is allocated to personal property, and the balance is allocated to real property.
22. The sale is to be completed on an "as is, where is" basis with no surviving representations or warranties being made by the Receiver.
23. Commissions payable to Avison Young 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 Macleod Place I and II by approximately \$80,785.00.
24. Calgary's real estate market continues to be in a depressed state. The extreme uncertainty surrounding the city's economic outlook due to the collapse of oil prices, combined with the economic impacts from the COVID-19 pandemic and rising downtown Calgary office market vacancy rates, are all factors which continue to negatively impact values.
25. VCIB commissioned an appraisal of Macleod Place I and II 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 Second Confidential Report.

26. While the amount offered by the Purchaser is less than the appraised value of Macleod Place I and II, the proposed sale is within the range of market valuations provided by various realtors in their proposals for Macleod Place I and II. The Receiver is satisfied that Macleod Place I and II have been fully and adequately marketed, that the proposed sale represents the best price achievable in the current market, and that there is unlikely to be any net benefit obtained by extending the sales process further.
27. Trez Capital, the senior secured creditor in these proceedings and the party with the primary economic interest, supports the sale.

Sealing Order

28. The Second Confidential Report contains the following:
 - a. an unredacted copy of the Sale Agreement, which discloses the purchase price to be paid for Macleod Place I and II;
 - b. excerpts from appraisal reports commissioned by VCIB with respect to Macleod Place I and II; and
 - c. details of other offers submitted to date with respect to Macleod Place I and II.
29. 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 Macleod Place I and II 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.

Distribution to CRA

30. The Receiver received a letter from CRA dated October 8, 2020 advising that \$62,568.00 is owed by the Macleod Place Debtors on account of unremitted GST, and of that amount, \$43,634.57 has the benefit of deemed trust priority pursuant to section 222 of the *Excise Tax Act*. The Receiver has confirmed that the deemed trust amount pertains to GST returns filed for the period November 1, 2019 up to and including December 20, 2019.
31. Accordingly, it is the Receiver's view that CRA's deemed trust claim ranks in priority to any other claims against the cash on hand at the date of the Receivership Order and the \$200,000 allocated to personal property pursuant to the proposed sale.

Fees and Disbursements of the Receiver and its Counsel.

32. 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.
33. 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 Receivership Proceedings are reasonable and have been validly incurred at standard rates.
34. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

35. The Application, filed;
36. The Receiver's Second Report dated February 18, 2021
37. The Second Confidential Report dated February 18, 2020;
38. The Receivership Order;
39. All pleadings, Affidavits and other materials filed in this action;
40. The inherent jurisdiction of this Honourable Court to control its own process; and
41. Such further evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

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

Applicable Acts and Regulations:

44. The *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended;
45. The *Judicature Act*, RSA 2000, c J-2, as amended;
46. The *Excise Tax Act*, RSC 1985, c. E-15, 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, details of which will be provided upon receipt from the Court.

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.

SCHEDULE "A"

COURT FILE NUMBER 2001-03925

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

APPLICANT [COMPUTERSHARE TRUST COMPANY OF CANADA, as title nominee for TREZ CAPITAL LIMITED PARTNERSHIP]

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 West Georgia Street
Vancouver, BC V6E 4N7

Telephone: 236 826 3022
Facsimile: 604 685 7084
Email: vicki.tickle@mcmillan.ca

DATE ON WHICH ORDER WAS PRONOUNCED: February 24, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

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

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

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, Alberta

Titleholder: Macleod Place Ltd.

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.

for an order approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and Macleod Place 1 & 2 Capital Corp., as general partner for and on behalf of Macleod Place 1 & 2 Limited Partnership (together, the “Purchaser”) dated February 10 2021 and appended to the Second Confidential Report of the Receiver dated February 18, 2021 (the “Second Confidential Report”), and vesting in the Purchaser (or its nominee) the Macleod Place 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 Second Report of the Receiver to Court dated February 18, 2021, the Second Confidential Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and [Trez Capital Limited Partnership], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

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 Macleod Place 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") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Interim Receivership Order dated December 20, 2019 (the "Interim Receivership Order");
- (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); and
- (e) 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 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:
 - (i) cancel existing Certificates of Title No. 131062248 for those lands and premises municipally described as 5920 and 5940 Macleod Trail SW, Calgary, Alberta, and legally described as:

PLAN 4269HS
BLOCK 1

LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “Lands”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, **Macleod Place 1 & 2 Capital Corp.**;
 - (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 Macleod Place Debtors 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 Macleod Place Debtors 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 Macleod Place Debtors.
10. Upon completion of the Transaction, the Macleod Place Debtors and all persons who claim by, through or under the Macleod Place 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 Macleod Place Debtors, or any person claiming by, through or against the Macleod Place 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).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Macleod Place Debtor's records pertaining to the Macleod Place Debtors' past and current employees, and any other personal information (as defined in the applicable statute) contained in the books and records of the Macleod Place Debtors. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Macleod Place Debtors was entitled.

MISCELLANEOUS MATTERS

15. 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 Macleod Place Debtors, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Macleod Place Debtors; 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 Macleod Place Debtors and shall not be void or voidable by creditors of the Macleod Place Debtors, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, 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.

16. 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.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign

jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

18. 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.

19. 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	2001-03925	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANT	[COMPUTERSHARE TRUST COMPANY OF CANADA, as title nominee for TREZ CAPITAL LIMITED PARTNERSHIP]	

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.
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DOCUMENT	RECEIVER'S CERTIFICATE
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ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

Counsel

McMillan LLP
Royal Centre, 1500 – 1055 West Georgia
Street
Vancouver, BC V6E 4N7

Telephone: 236 826 3022
Facsimile: 604 685 7084
Email: vicki.tickle@mcmillan.ca

RECITALS

1. 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") of following land and premises, and all property used in the business or affairs carried on by Macleod Place Limited Partnership by its general partner Macleod Place Ltd. (together, the "Macleod Place Debtors"), Louise Block Limited Partnership by its general partner Louise Block Capital Corp., and First Street Plaza (2006) Limited Partnership by its general partner First Street Plaza GP Ltd. (collectively, the "Debtors") at those lands and premises, namely:

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, Alberta

Titleholder: Macleod Place Ltd.

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.

2. Pursuant to an Order of the Court dated February 24, 2021, the Court approved the agreement of purchase and sale made as of February 10, 2021 (the “Sale Agreement”) between the Receiver and Macleod Place 1 & 2 Capital Corp., as general partner for and on behalf of Macleod Place 1 & 2 Limited Partnership (together, the “Purchaser”) and provided for the vesting in the Purchaser of the Macleod Place 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 of a certificate confirming (i) the satisfaction by the Purchaser 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.
3. 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 satisfied and the Receiver has received the Purchase Price for the Purchased Assets payable or otherwise to be satisfied on the Closing Date pursuant to the Sale Agreement;
2. 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
3. The Transaction has been completed to the satisfaction of the Receiver.
4. 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 Macleod
Place 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
191 180 629	Builder’s Lien Lienor – 1514012 Alberta Ltd.
191 243 247	Builder’s Lien Lienor – 7 Construction Inc.
191 255 527	Builder’s Lien Lienor – Nu-Mun Contracting Ltd.
191 259 942	Builder’s Lien Lienor – Read Jones Christoffersen Ltd.
201 020 746	Order In favour of – Alvarez & Marsal Canada Inc.
201 041 197	Certificate of Lis Pendens Affects Instrument: 191180629
201 094 187	Certificate of Lis Pendens Affects Instrument: 191243247
201 107 410	Certificate of Lis Pendens Affects Instrument: 191255527
201 109 304	Certificate of Lis Pendens Affects Instrument: 191259942

Alberta Personal Property Registration Number	Secured Party/Plaintiff Applicant
13031125416	Computershare Trust Company of Canada
19052440179	Computershare Trust Company of Canada
19052440497	Computershare Trust Company of Canada
20011018935	Alvarez & Marsal Canada Inc., LIT Receiver
20021413840	Alvarez & Marsal Canada Inc., LIT Receiver

20103031204	Macleod Limited Partnership by its G.P. Macleod GP Inc.
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Schedule "C"

Permitted Encumbrances

- A. The Permitted Encumbrances described in the Sale Agreement.
- B. The following specific registrations:

Alberta Land Titles Registration Number	Particulars
7172KZ	Caveat Caveator – Athens Restaurants Ltd.
231LN	Caveat Caveator – Bank of Montreal
861 057 938	Caveat re: Lease Caveator – Bank of Montreal
881 018 092	Caveat re: Lease Caveator – Roozen Bailie Consultants Ltd.
891 049 893	Caveat re: Renewal Agreement Caveator – Bank of Montreal
891 164 537	Caveat re: Lease Caveator – 321227 Alberta Ltd.
901 210 087	Caveat re: Renewal Agreement Caveator – Bank of Montreal
911 050 509	Caveat re: Lease Caveator – Cambridge Construction Ltd.
921 001 645	Caveat re: Lease, etc. Caveator – Rogers Cantel Inc.
921 199 368	Caveat re: Lease Caveator – Brad A. Milne Professional Corporation
951 006 674	Caveat re: Lease Caveator – PGE Holdings Ltd.

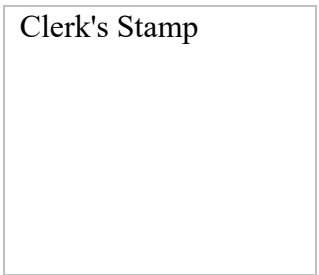
971 019 384	Caveat re: Lease Caveator – Inter Plant Consulting Inc.
981 130 848	Caveat re: Lease, etc. Caveator – Commonwealth Geophysical Development Company, Ltd.
991 037 383	Caveat re: Lease Caveator – Gurr & Company Insurance Agencies Ltd.
991 214 198	Caveat re: Lease Caveator – 827924 Alberta Ltd.
001 222 604	Caveat re: Lease Caveator – Westcan Equities Corporation
021 373 711	Caveat re: Lease Caveator – TM Mobile Inc.
061 190 210	Caveat re: Lease, etc. Caveator – Infuse Capital Corporation
091 152 576	Caveat re: Lease Caveator – Gaucho Catering Limited
101 242 370	Caveat re: Lease Caveator – Rogers Communications Inc.
101 318 261	Caveat re: Lease Caveator – Procall Marketing Inc.
121 139 872	Caveat re: Lease Caveator – Geotrac Systems Inc.
141 102 294	Caveat re: Lease Caveator – Canadian Women’s Foundation
141 191 275	Caveat re: Lease Caveator – Cambridge Mercantile Corp.
191 071 357	Caveat re: Lease Caveator – Intercare Corporate Group Inc.

191 109 180	Caveat re: Lease Caveator – Computershare Trust Company of Canada
191 173 051	Caveat re: Lease under 20 Acres Caveator – Telus Communications Inc.
191 254 991	Caveat re: Lease Caveator – Computershare Trust Company of Canada
131 062 249	Mortgage Mortgagee – Vancity Community Investment Bank
131 062 250	Caveat re: Assignment of Rents and Leases Caveator – Vancity Community Investment Bank
191 109 177	Caveat re: Amending Agreement Caveator – Vancity Community Investment Bank
191 109 178	Mortgage Mortgagee – Computershare Trust Company of Canada
191 109 179	Caveat re: Assignment of Rents and Leases Caveator – Computershare Trust Company of Canada
191 254 989	Mortgage Mortgagee – Computershare Trust Company of Canada
191 254 990	Caveat re: Assignment of Rents and Leases Caveator – Computershare Trust Company of Canada
191 180 630	Builder's Lien Lienor – 1514012 Alberta Ltd.
191 180 631	Builder's Lien Lienor – 1514012 Alberta Ltd.

201 041 198	Certificate of Lis Pendens Affects Instrument: 191180630
201 041 199	Certificate of Lis Pendens Affects Instrument: 191180631

SCHEDULE "B"

COURT FILE NUMBER 2001-03925
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



APPLICANT [COMPUTERSHARE TRUST COMPANY OF CANADA, as title nominee for TREZ CAPITAL LIMITED PARTNERSHIP]

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
Counsel
McMillan LLP
Royal Centre, 1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7
Telephone: 236 826 3022
Facsimile: 604 685 7084
Email: vicki.tickle@mcmillan.ca

DATE ON WHICH ORDER WAS PRONOUNCED: February 24, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton

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

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

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, Alberta

Titleholder: Macleod Place Ltd.

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.

for an order temporarily sealing the Second Confidential Report of the Receiver dated February 18, 2021 (the “Second Confidential Report”), approving the Receiver’s fees and disbursements, approving the Receiver’s activities, and approving the distribution of certain funds in the Receiver’s possession to Canada Revenue Agency (“CRA”) on account of a deemed trust claim pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

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; the Receivership Order dated March 20, 2020 (the “Receivership Order”), the Second Report of the Receiver to Court, dated February 18, 2021 (the “Second Report”), the Second Confidential Report and the Affidavit of Service; **AND UPON** the approval and vesting order (the “AVO”) having been granted on February 24, 2021 in the within proceeding; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and [Trez Capital Limited Partnership], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

ABRIDGEMENT OF TIME

20. 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

21. Division 4 of Part 6 of the Alberta Rules of Court does not apply to this application.
22. The Second 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 Second Confidential Report in a sealed envelope, which shall be clearly marked “SEALED PURSUANT TO THE ORDER OF THE HONOURABLE JUSTICE SHELLEY DATED FEBRUARY 24, 2021.”

APPROVAL OF ACTIVITIES

23. The Receiver's activities as set out in the Second Report, and the Statement of Receipts and Disbursements as attached to the Second Report, are hereby ratified and approved.

PROFESSIONAL FEES

24. The Receiver's fees and disbursements, as set out in the Second Report, are hereby approved without the necessity of a formal passing of accounts.
25. The fees and disbursements of the Receiver's legal counsel, McMillan LLP, as set out in the Second Report, are hereby approved without the necessity of a formal assessment of accounts.
26. The Receiver is authorized and directed to pay any and all amount 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

27. The Receiver is authorized to distribute the sum of \$43,634.57 to Canada Revenue Agency on account of its deemed trust claim in respect of unremitted goods and services tax pursuant to the *Excise Tax Act*, RSC 1985, c. E-15, as amended, as described at paragraph 67 of the Second Report.

SERVICE

28. 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.

29. 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