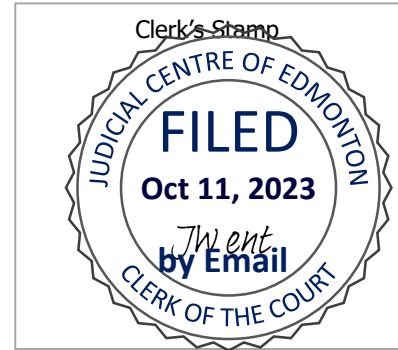


COURT FILE NO. 2303 07739
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFF ADDENDA CAPITAL INC.
DEFENDANTS 112 STREET NW EDMONTON PARTNERS LP by its general partner 112 STREET NW EDMONTON PARTNERS GP INC., 112 STREET NW EDMONTON PARTNERS GP INC., and CANDEREL ENTERPRISES INC.

DOCUMENT **APPLICATION BY THE RECEIVER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Ryan Trainer Telephone: (780) 482-9153 Fax: (780) 733-9716 Email: ryan.trainer@mross.com File No.: 20231671
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NOTICE TO RESPONDENTS: THE SERVICE LIST (attached as Schedule "A")

This application is made against you. You are a Respondent.

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

To do so, you must be in Court when the application is heard as shown below:

Date:	OCTOBER 19, 2023
Time:	10:30 a.m. or so soon thereafter
Where:	Law Courts, 1A Sir Winston Churchill Square, Edmonton, AB T5J 0R2
Before Whom:	The Honourable Mr. Justice G.S. Dunlop by Webex

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 Order abridging time for service, if necessary.
2. An Order substantially in the form attached hereto as Schedule "B" approving the sale and vesting title in the Assets, as such term is defined therein, of 112 Street NW Edmonton Partners LP by its general partner 112 Street NW Edmonton Partners GP INC. and 112 Street NW Edmonton Partners GP Inc. (the "**Debtors**") in Prosperity Investments (Canada) Inc. (the "**Purchaser**"), pursuant to

an Offer to Purchase and Real Estate Purchase Agreement (the "**Transaction**") dated September 20, 2023.

3. An Order authorizing and directing MNP Ltd. ("**MNP**") as receiver and manager (the "**Receiver**") to take all steps reasonably required to carry out the Transaction.
4. An Order substantially in the form attached hereto as Schedule "C" sealing the confidential appendices (the "**Confidential Appendices**") to the Receiver's First Report to the Court dated October 10, 2023 (the "**First Report**") until April 19, 2023.
5. An Order approving, *inter alia*, the Receiver's fees and disbursements, including the fees and disbursements of its independent legal counsel McLennan Ross LLP.
6. An Order approving, *inter alia*, the Receiver's activities, conduct and actions as set out in the First Report.
7. An Order granting such other and further relief as the circumstances may require and as this Honourable Court shall deem appropriate.

Grounds for making this application:

8. Pursuant to s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, s. 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, and s. 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, MNP was appointed, without security, the Receiver and Manager of all the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively the "**Property**").

9. The Receivership Order authorizes the Receiver to, among other things:

- (a) Market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate in accordance with Paragraph 3(k);
- (b) Sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business with the approval of this Honourable Court, in accordance with paragraph 3(l); and
- (c) Apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser(s), free and clear of any liens or encumbrances affecting such Property, in accordance with Paragraph 3(m).

10. As set out in the First Report and the Confidential Appendices thereto, the Receiver has received and accepted an offer on the Assets from the Purchaser (the "**Purchaser's Offer**"), subject to court approval.

11. The Receiver is of the view that the Purchaser's Offer is fair and reasonable, and that acceptance of the Purchaser's Offer and completion of the Transaction is in the best interests of the Debtors, its creditors, and other stakeholders.

12. The Confidential Appendices contains confidential information of a commercially sensitive nature as it relates to the Transaction, marketing and sales strategy, valuation and other offers received. There will be a negative impact and prejudice to stakeholders in the event that the confidential information contained in the Confidential Appendices were disclosed to the public and the Transaction did not close.

13. The First Report sets out the activities of the Receiver since its appointment on May 9, 2023, all of which are reasonable and appropriate in the circumstances.

14. All fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceedings are reasonable and have been validly incurred in connection with the conduct of the Receiver's obligations.

15. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

16. This notice of Application, filed.

17. First Report dated October 10, 2023.

18. Unfiled Confidential Appendices to the First Report.

19. Brief of Law of the Receiver.

20. Fee Affidavit of Kristin Gray.

21. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Applicable rules:

22. *Alberta Rules of Court* rules 1.3, 1.4, 6.3(1), 6.9(1), 6.28, 6.29, 6.30, 6.31, 6.32, 11.27, 11.29 and 13.25.

23. Such further and other statutes and rules as counsel may advise.

Applicable Acts and Regulations:

24. *Judicature Act*, R.S.A. 2000, c. J-2, as amended, specifically section 8.

25. *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3.

26. *Law of Property Act*, RSA 2000, c. P-7 24.

27. *Personal Property Security Act*, RSA 2000, c. P-7.

28. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

29. None.

How the application is proposed to be heard or considered:

30. By Webex hearing, before the Honourable Mr. Justice G.S. Dunlop.

AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.

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 time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an Affidavit or other evidence with the Court and serving a copy of that Affidavit or other evidence on the Applicants a reasonable time before the application is to be heard or considered.

Schedule "A"

**ADDENDA CAPITAL INC. v
112 STREET NW EDMONTON PARTNERS LP by its general partner
112 STREET NW EDMONTON PARTNERS GP INC.,
112 STREET NW EDMONTON PARTNERS GP INC., and CANDEREL ENTERPRISES INC.**

COURT ACTION NO. 2303 07739

SERVICE LIST
(Updated October 10, 2023)

Service Recipient	Recipient Status
<p>McLennan Ross LLP 600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4</p> <p>Attention: Ryan Trainer Email: ryan.trainer@mross.com</p>	Counsel for the Receiver
<p>MNP Ltd. MNP Tower Suite 1300 – 10235 101 Street NW Edmonton, AB T5J 3G1</p> <p>Attention: Kristin Gray Email: kristin.gray@mnp.ca</p>	Receiver
<p>Borden Ladner Gervais LLP Centennial Place, East Tower 1900, 520 – 3 Avenue SW Calgary, AB T2P 0R3</p> <p>Attention: Jack Maslen Email: jmaslen@blg.com</p> <p>Attention: Myles Fish Email: mfish@blg.com</p>	Counsel for the Addenda Capital Inc.
<p>McCarthy Tetrault LLP 4000, 421 – 7 Avenue SW Calgary, AB T2P 4K9</p> <p>Attention: Sean Collins Email: scollins@mccarthy.ca</p>	Counsel for 112 STREET NW EDMONTON PARTNERS LP by its general partner 112 STREET NW EDMONTON PARTNERS GP INC., 112 STREET NW EDMONTON PARTNERS GP INC., Canderel Enterprises Inc., Canderel Management (West) Inc., Canderel Management Inc., and Canderel Pacific Investments Inc.

Service Recipient	Recipient Status
<p>Department of Justice Canada 510, 606 – 4 Street NW Calgary, AB T5J 3S8</p> <p>Attention: Jill Medhurst Email: jill.medhurst@justice.gc.ca</p>	<p>Counsel for Canada Revenue Agency</p>
<p>Alberta Justice Alberta Finance & Treasury Legal Team Legal Services Division 2nd Floor, Peace Hills Trust 10011 – 109 Street Edmonton, AB T5J 3S8</p> <p>Attention: Scott Chen Email: scott.chen@gov.ab.ca</p>	<p>Counsel for Alberta Finance and Treasury</p>
<p>All Pro Construction Ltd. c/o Taylor Janis LLP Suite 400,10216 124 Street Edmonton, AB T5N 4A3</p> <p>Attention: Conan Taylor Email: ctaylor@taylorjanis.com</p>	<p>Lien Claimant</p>
<p>Schaefer Dental Laboratory Ltd. (Schaefer Denture Clinic)</p> <p>#100-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Barbara Schaefer Email: info@schaeferdentureclinic.com</p>	<p>Tenant</p>
<p>J.G. Magathan Professional Corp. o/a Magathan Dental Centre</p> <p>#107-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Dr. Johanna Mgathan Email: Sleep@magathan.com jgm@magathan.com</p>	<p>Title Registrant and Tenant</p>
<p>Get Up and Go Ventures Inc. o/a Red Seal Financial</p> <p>#201-10050 112 Street NW, Edmonton, AB</p> <p>Attention: David Lord & Dawn Vader Email: david@redsealfinancial.com dawn@redsealfinancial.com</p>	<p>Tenant</p>

Service Recipient	Recipient Status
<p>Edmonton Social Planning Council</p> <p>#206-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Chloe Heiland-Booth Emails: chloehb@edmontonsocialplanning.ca reception@edmontonsocialplanning.ca</p>	<p>Tenant</p>
<p>Crown Dental Lab Ltd.</p> <p>#401-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Akrim Jomha Email: akrumjomha@shaw.ca crowndental@shaw.ca</p>	<p>Tenant</p>
<p>Optimum West Insurance Company Inc.</p> <p>#505-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Derri Thomas, Shawn Dentman Emails: dthomas@optimumwest.bc.ca sdentman@optimumwest.bc.ca</p>	<p>Tenant</p>
<p>University of Alberta Properties Trust</p> <p>#600-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Greg Dewling, Rickie Hunt Emails: gdewling@uapt.ca rhunt@uapt.ca</p>	<p>Tenant</p>
<p>Community of Grace Church in Edmonton</p> <p>#602-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Julia Jiah Email: Julia.jiah@gmail.com</p>	<p>Tenant</p>
<p>Bedrock Advisory Inc.</p> <p>#604-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Carla Soderquist, Michael Gaian, Cathy Vetch Email: carla@bedrockadvisory.ca, michael@bedrockadvisory.ca, cathy@bedrockadvisory.ca</p>	<p>Tenant</p>

Service Recipient	Recipient Status
<p>Tytec General Partnership</p> <p>#608-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Paul Givens, Ahmed Araji, Mariela Valencia Emails: ahmed.araji@tytec.net mariela.valencia@tytec.net</p>	<p>Tenant</p>
<p>2052196 Alberta Ltd. o/a Knisley Law</p> <p>#700-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Adam Knisley, Dale Knisley Emails: adam@defence.law dale@defence.law</p>	<p>Tenant</p>
<p>Integral Group Consulting (BC) LLP</p> <p>#701-10050 112 Street NW, Edmonton, AB</p> <p>Attention: David Green Email: david.green@introba.com</p>	<p>Tenant</p>
<p>Reinbold Engineering Group</p> <p>#703-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Peter Teunissen Email: pteunissen@reg-eng.com</p>	<p>Tenant</p>
<p>FPS Networks, Inc. and/or Addicting Games Inc.</p> <p>#801-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Erin Torbiak Email: erin@addictinggames.com</p>	<p>Tenant</p>
<p>Laurence Zalmanowitz Psychology Services Ltd. c/o Witten LLP Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6</p> <p>Attention: Spencer Marks Emails: spencermarks@wittenlaw.com</p>	<p>Title Registrant and Tenant</p>

Service Recipient	Recipient Status
<p>IDP Education (Canada) Limited c/o Witten LLP Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 3N6</p> <p>Attention: Spencer Marks Emails: spencermarks@wittenlaw.com</p>	<p>Title Registrant and Tenant</p>
<p>Tetz Management Services Ltd.</p> <p>#901-10050 112 Street NW, Edmonton, AB</p> <p>Attention: Debbie Tetz, Leah Doyle, Susan Powell, Drew Tetz Email: dtetz@tetzpowell.com ldoyle@tetzpowell.com spowell@tetzpowell.com dltetz@tetzpowell.com</p>	<p>Tenant</p>
<p>Kopar Administration</p> <p>#904- 10050 112 Street NW, Edmonton, AB</p> <p>Attention: Ken Newell Email: ken.newell@koparadmin.ca</p>	<p>Tenant</p>
<p>Correct-AI Inc.</p> <p>#1001- 10050 112 Street NW, Edmonton, AB</p> <p>Attention: Siamak Akhlaghi, Ph.D. Email: siamaka@correct-ai.com</p>	<p>Tenant</p>
<p>Prosperity Investments (Canada) Inc. Suite 214, 200 Carnegie Drive St. Albert, Alberta T8N 5A7 Email: haroldjahn@yahoo.com</p> <p>With a copy to: Brian Yaworski Email: brian.yaworski@gmail.com</p>	<p>Purchaser</p>
<p>Lawson Lundell LLP 925 West Georgia Street Vancouver, BC V6C 3L2</p> <p>Attention: Peter Tolensky Email: ptolensky@lawsonlundell.com</p>	<p>Notice provided as per Mortgage</p>

Service Recipient	Recipient Status
<p>Victor A. Spicer Professional Corporation c/o Field LLP Suite 2000, 10235 – 101 Street Edmonton, AB T5J 3G1</p> <p>With a copy to: Dale Willerton Email: DaleWillerton@TheLeaseCoach.com</p>	<p>Title Registrant and Tenant</p>
<p>Legal Resource Centre of Alberta Ltd. c/o Bishop & McKenzie LLP 2500, 10104 – 103 Avenue Edmonton, AB T5J 1V3</p> <p>Attention: Jenna Flynn Email: jflynn@bmlp.ca</p>	<p>Title Registrant (Not a current tenant)</p>
<p>Compass Centre for Sexual Wellness Suite 50, 9912 – 106 Street Edmonton, AB T5K 1C5</p> <p>Attention: Carmen C.M. Lee Email: info@compasscentre.ca</p>	<p>Title Registrant (Not a current tenant)</p>
<p>2083588 Alberta Ltd. o/a Greenspan Psychology #702- 10050 112 Street NW, Edmonton, AB</p> <p>Attention: Farrel Greenspan Email: info@edmontonpsychologist.com</p>	<p>Tenant</p>
<p>Resolve Wellness Psychology Inc. #704- 10050 112 Street NW, Edmonton, AB</p> <p>Attention : Dr. Thamarai Moorthy Email: info@resolvepsychology.com</p>	<p>Tenant</p>

Schedule "B"
COURT FILE NUMBER 2303-07739
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ADDENDA CAPITAL INC.
DEFENDANTS 112 STREET NW EDMONTON PARTNERS LP by
its general partner 112 STREET NW
EDMONTON PARTNERS GP INC., 112 STREET
NW EDMONTON PARTNERS GP INC., and
CANDEREL ENTERPRISES INC.
DOCUMENT **APPROVAL AND VESTING ORDER
(Sale by Receiver)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Lawyer: Ryan Trainer
Telephone: 780.482.9153
Fax: 780.733.9716
Email: ryan.trainer@mross.com
File No.: 20231671

Clerk's Stamp

DATE ON WHICH ORDER WAS PRONOUNCED: October 19, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice G.S. Dunlop

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the current and future undertakings, property and assets of 112 STREET NW EDMONTON PARTNERS LP by its general partner 112 STREET NW EDMONTON PARTNERS GP INC., and 112 STREET NW EDMONTON PARTNERS GP INC., (the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an Offer to Purchase and Real Estate Purchase Agreement (the "**Sale Agreement**") between the Receiver and Prosperity Investments (Canada) Inc. (the "**Purchaser**") dated September 20, 2023, and appended to the Confidential Appendices to the Receiver's First Report to the Court dated October 10, 2023 (the "**First Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Notice of Application, the Receivership Order granted by the Honourable Mr. Justice M.J. Lema on May 9, 2023 (the "**Receivership Order**"), the First Report and the Confidential Appendices attached thereto, the Fee Affidavit of Kristin Gray sworn October 10, 2023, and the Affidavit of Service of Shauna Trueman; **AND UPON HEARING** the submissions of counsel for the Receiver, and all those in attendance;

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.

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "Receiver's Closing Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets [listed in **Schedule "B"** hereto] shall vest absolutely in the name of the Purchaser, 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 Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
 - (d) all those Claims, encumbrances, caveats, interests, easements and restrictive covenants other than the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (the "**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.

In respect of the commercial lease in place and assigned pursuant to the Sale Agreement (the "**Assigned Lease**"), the Receiver transfers and assigns its interests in the Assigned Lease, which is included in **Schedule "D"**. To the extent that the Assigned Lease is not enforceable or not able to be assigned by the Receiver, it is up to the tenant and the Purchaser to enter into a new lease agreement. The Receiver is not liable for any costs or damages that could or should occur if the Assigned Lease is deemed not enforceable or assignable.

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. 122 280 532; 122 280 532 +1; 122 280 532 +2; and 122 280 532 +3 for those lands and premises municipally described as 10050 112 Street NW, Edmonton, Alberta, and legally described as:

PLAN (B)
BLOCK TWELVE (12)
LOT SIXTY ONE (61)
EXCEPTING THEREOUT:
THE MOST NORTHERLY TWENTY FOUR (24) FEET IN WIDTH THROUGHOUT OF SAID LOT
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN (B)
BLOCK TWELVE (12)
THE MOST NORTHERLY TWENTY FOUR (24) FEET IN WIDTH THROUGHOUT OF LOT SIXTY ONE (61)
EXCEPTING THEREOUT:
ALL THAT PORTION WHICH LIES NORTH WEST OF A STRAIGHT LINE DRAWN FROM A POINT IN THE WEST BOUNDARY TEN (10) FEET SOUTH FROM THE NORTH WEST CORNER THEREOF, TO A POINT IN THE NORTH BOUNDARY TEN (10) FEET EAST FROM THE NORTH WEST CORNER THEREOF.
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN B
BLOCK 12
LOT 62
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN B
BLOCK 12
LOT 63
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")

(ii) issue new Certificates of Title for the Lands in the name of the Purchaser, namely, Prosperity Investments (Canada) Inc.;

(iii) transfer to the New Certificates of Title the existing instruments listed in Schedule "C", to this Order, and to issue and register against the New Certificates of Title such new

caveats, utility rights of ways, easements or other instruments as are listed in Schedule "C"; and

(iv) discharge and expunge any encumbrances or Claims (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificates 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 in the estate or interest of the 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 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 Debtors.
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).
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 Debtors' records pertaining to the Debtors' past and current employees. 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 Debtors were entitled.

APPROVAL OF ACTIVITIES

15. The actions, conduct and activities of the Receiver as outlined in the First Report are hereby ratified and approved.

APPROVAL OF RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

16. The Receiver's interim statement of receipts and disbursements for the period of May 9, 2023, to October 5, 2023 as set out in the First Report are hereby ratified and approved.

APPROVAL OF RECEIVER'S FEES

17. The Receiver's account for fees and disbursements included in the First Report and the Fee Affidavit of Kristin Gray (the "**Fee Affidavit**") are fair and reasonable and are hereby approved without the necessity of a formal passing of accounts.
18. The accounts of the Receiver's counsel, McLennan Ross LLP, for its fees and disbursements included in the First Report and the Fee Affidavit are fair and reasonable and are hereby approved without the necessity of a formal passing of accounts.

MISCELLANEOUS MATTERS

19. 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 Debtors, and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of the 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 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, 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.

20. 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.

21. 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.

22. 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/112-street-nw-edmonton-partners-lp>

and service on any other person is hereby dispensed with.

23. 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 King's Bench of Alberta

Schedule "A"
Form of Receiver's Certificate

COURT FILE NUMBER 2303-07739

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ADDENDA CAPITAL INC.

DEFENDANT 112 STREET NW EDMONTON PARTNERS LP by
its general partner 112 STREET NW EDMONTON
PARTNERS GP INC., 112 STREET NW
EDMONTON PARTNERS GP INC., and CANDEREL
ENTERPRISES INC.
2303-07739

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Ryan Trainer
Telephone: 780.482.9153
Fax: 780.733.9716
Email: ryan.trainer@mross.com
File No.: 20231671

Clerk's Stamp

RECITALS

- A. Pursuant to an Order of the Honourable Mr. Justice M.J. Lema of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated May 9, 2023, MNP Ltd. was appointed as the receiver and manager (the "**Receiver**") of the undertakings, property and assets of 112 Street NW Edmonton Partners LP by its general partner 112 Street NW Edmonton Partners GP Inc., and 112 Street NW Edmonton Partners GP Inc. (the "**Debtors**").
- B. Pursuant to an Order of the Court dated October 19, 2023, the Court approved the Offer to Purchase and Real Estate Purchase Agreement made as of September 20, 2023 (the "**Sale Agreement**") between the Receiver and Prosperity Investments (Canada) Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the assets described in the Sale Agreement ("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 payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; 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;
2. The conditions to Closing as set out in section 14 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 _____ on _____.

MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of 112 Street NW Edmonton Partners LP by its general partner 112 Street NW Edmonton Partners GP Inc., and 112 Street NW Edmonton Partners GP Inc., and not in its personal capacity.

Per; _____

Name: Kristin Gray
Title: Senior Vice President

Schedule "B"

PURCHASED ASSETS

Legal Description:

PLAN (B)
BLOCK TWELVE (12)
LOT SIXTY ONE (61)
EXCEPTING THEREOUT:
THE MOST NORTHERLY TWENTY FOUR (24) FEET IN WIDTH THROUGHOUT OF SAID LOT
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN (B)
BLOCK TWELVE (12)
THE MOST NORTHERLY TWENTY FOUR (24) FEET IN WIDTH THROUGHOUT OF
LOT SIXTY ONE (61)
EXCEPTING THEREOUT:
ALL THAT PORTION WHICH LIES NORTH WEST OF A STRAIGHT LINE DRAWN FROM A POINT IN
THE WEST BOUNDARY TEN (10) FEET SOUTH FROM THE NORTH WEST CORNER THEREOF, TO A
POINT IN THE NORTH BOUNDARY TEN (10) FEET EAST FROM THE NORTH WEST CORNER
THEREOF.
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN B
BLOCK 12
LOT 62
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN B
BLOCK 12
LOT 63
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "Lands")

along with all buildings, structures, improvements and fixtures located on the Lands and all appurtenances thereto ("Improvements") as well as all personal property affixed to, located on, attached to or used in connection with the Lands and the Improvements, including all machinery, equipment, accessories and components forming a part of or used in connection with any of the systems located on or in the Lands or the Improvements, subject to the qualifications expressed in Article 3 of the Sale Agreement.

Schedule "C"

PERMITTED ENCUMBRANCES

1. 082 230 897 – Caveat re Lease Interest (Humford Management Inc.)

Schedule "D"

ASSIGNED LEASE

1. Canderel Management (West) Inc.

Schedule "C"

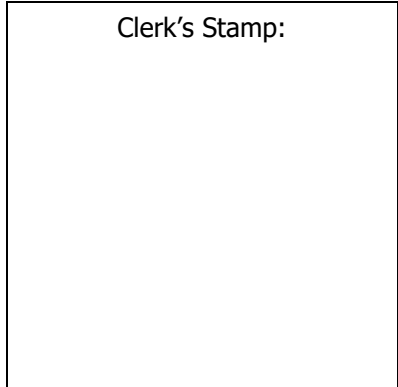
COURT FILE NO. 2303 07739

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ADDENDA CAPITAL INC.

DEFENDANTS 112 STREET NW EDMONTON PARTNERS LP by its general partner 112 STREET NW EDMONTON PARTNERS GP INC., 112 STREET NW EDMONTON PARTNERS GP INC., and CANDEREL ENTERPRISES INC.



DOCUMENT **RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4 Lawyer: Ryan Trainer Telephone: (780) 482-9153 Fax: (780) 733-9716 Email: ryan.trainer@mross.com File No.: 20231671

DATE ON WHICH ORDER WAS PRONOUNCED: October 19, 2023

LOCATION OF HEARING OR TRIAL: Edmonton, Alberta

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Mr. Justice G.S. Dunlop

UPON THE APPLICATION of MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "Receiver") of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of 112 Street NW Edmonton Partners LP by its general partner 112 Street NW Edmonton Partners GP Inc. and 112 Street NW Edmonton Partners GP Inc.; **AND UPON HAVING READ** the Application, the Receiver's First Report to the Court dated October 10, 2023 (the "First Report"), the Confidential Appendices to the Receiver's First Report and the Affidavit of Service of Shauna Trueman; **AND UPON IT** appearing that all interested parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

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

32. The Confidential Appendices to the First Report shall be sealed on the Court file until April 19, 2023, pursuant to Division 4 of Part 6 of the *Alberta Rules of Court*. The Applicant may apply for an extension of this date in the event the sale of the Debtors' assets does not close or for such other commercially sensitive reason that requires the Confidential Appendices to remain sealed.
33. The Confidential Appendices shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of these proceedings and states that:
- THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY MNP LTD., AND
THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL APRIL 19, 2023 OR FURTHER
ORDER PURSUANT TO THE SEALING ORDER ISSUED BY THE HONORABLE
MISTER JUSTICE G.S. DUNLOP ON OCTOBER 19, 2023.
34. 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 Debtors or their solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/112-street-nw-edmonton-partners-lp>
- and service on any other person is hereby dispensed with.
35. Service of this Order maybe 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 King's Bench of Alberta