



Clerk's stamp:

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

FIRST REPORT TO THE COURT OF MNP LTD. IN ITS CAPACITY AS RECEIVER AND MANAGER 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.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver:

MNP Ltd.
Suite 1300, MNP Tower
10235 – 101 Street NW
Edmonton, AB, Canada T5J 3G1
Attention: Kristin Gray
Phone: 780.705.0073 Fax: 780.409.5415
kristin.gray@mpn.ca

Counsel:

McLennan Ross LLP
600 McLennan Ross Building
12220 Stony Plain Road NW
Edmonton, AB, Canada T5N 3Y4
Attention: Ryan Trainer
Phone: 780.482.9153 Fax: 780.482.9100
ryan.trainer@mross.com

**IN THE MATTER OF THE RECEIVERSHIP 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.**

TABLE OF CONTENTS

PURPOSE OF REPORT	3
BACKGROUND INFORMATION	4
INSOLVENCY EVENTS	5
RECEIVER'S ACTIVITIES	6
MARKETING AND SALES PROCESS	8
LEASE CAVEATS	11
STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	13
PROFESSIONAL FEES.....	13
CONCLUSION.....	15

Appendices

- A. A copy of the Receivership Order – May 9, 2023
- B. Copies of the Certificates of Title dated September 29, 2023
- C. Copies of the PPR Search Reports dated June 9, 2023
- D. A copy of the Marketing Brochure
- E. Canderel Management (West) Inc. corporate search dated August 14, 2023
- F. The LRCA Discharge (as defined herein)

- G. Document Registration Request (Lapse Caveat) of CCSW Caveat (as defined herein)
- H. Interim Statement of Receipts and Disbursements for the period of May 9, 2023, to October 5, 2023
- I. A copy of the Fee Affidavit of Kristin Gray
- J. A copy of the confirmation of receipt of the Notice to Media

Confidential Appendices

- 1. Copies of the sales and marketing proposals obtained by the Receiver
- 2. A copy of the Confidential Memorandum
- 3. A copy of the accepted Offer to Purchase and Real Estate Purchase Agreement
- 4. A summary of the offers received
- 5. A copy of the AY final marketing report dated October 5, 2023
- 6. A copy of the Victor A. Spicer Professional Corporation Lease
- 7. A copy of the J.G. Magathan Professional Corporation Lease
- 8. Compass Place rent roll dated October 10, 2023

PURPOSE OF REPORT

1. Pursuant to an Order of the Court of King's Bench of Alberta granted May 9, 2023 (the "**Receivership Order**"), MNP Ltd. ("**MNP**") was appointed receiver and manager (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of 112 Street NW Edmonton Partners LP ("**112 LP**") by its general partner 112 Street NW Edmonton Partners GP Inc. ("**112 GP**"), and 112 Street NW Edmonton Partners GP Inc. GP (112 LP and 112 GP, collectively the "**Company**"). A copy of the Receivership Order is attached as **Appendix "A"**.
2. This is the Receiver's first report to Court regarding the administration of the estate of the Company (the "**First Report**").
3. The purpose of this report is to:
 - Provide the Court with a summary of our activities since our appointment as Receiver;
 - Update this Honourable Court with respect to the marketing and sales efforts to date;
 - Assist in his Honourable Court's consideration of the Receiver's application for the approval of an offer made by Prosperity Investments (Canada) Inc. and/or its Nominee (the "**Purchaser**") to purchase the Property (as defined below) and approving the Offer to Purchase and Real Estate Purchase Agreement (the "**APA**");
 - Provide this Honourable Court with an interim statement of receipts and disbursements for the period of May 9, 2023, to October 5, 2023;
 - Request the approval of the Receiver's activities to date;
 - Request the approval of the Receiver's fees and that of the Receiver's independent legal counsel incurred to date; and,
 - Seek this Honourable Court's approval of a Restricted Court Access Order in relation to the Confidential Appendices hereto.

BACKGROUND INFORMATION

4. 112 LP is a limited partnership registered pursuant to the laws of the Province of Alberta.
5. 112 GP is a corporation incorporated pursuant to the laws of the Province of Alberta. 112 GP is the general partner of 112 LP. Mr. Charles Flicker and Mr. Davide Hawrysh are the directors of 112 GP.
6. 112 GP is the registered owner of lands legally described as:

FIRSTLY:

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 TWO (10) FEET EAST FROM THE NORTH WEST CORNER THEREOF.

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:

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

THIRDLY

PLAN B

BLOCK 12

LOT 62

EXCEPTING THEREOUT ALL MINES AND MINERALS

FOURTHLY

PLAN B

BLOCK 12

LOT 63

EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively "**Compass Place**" or the "**Property**")

7. The municipal address of the Property is 10050 – 112 Street NW, Edmonton, Alberta. Compass Place is a 10-storey office building comprised of approximately 85,000 square feet with approximately 140 underground parking stalls. The building was built in 1974 and is located in the Oliver neighborhood. As of August 31, 2023, the building was 71% occupied.
8. Copies of the Certificates of Title with respect to Compass Place and dated September 29, 2023 are attached as **Appendix “B”**.
9. In addition to the Property, the Company also held cash in a bank account operated by the property manager, Canderel Management (West) Inc. (“**Canderel**”) as at the date of the Receivership.

INSOLVENCY EVENTS

10. Addenda Capital Inc. (“**Addenda**”) advanced to 112 LP, by its general partner 112 GP, a loan in the amount of \$14,600,000 plus interest (the “**Loan**”). On January 31, 2018, as security for its indebtedness and obligations to Addenda, 112 GP provided a conventional first ranking mortgage (the “**Mortgage**”) over the Property.
11. Given that 112 LP is the beneficial (though not legal) owner of the Property, Addenda, 112 LP and 112 GP entered into a Beneficial Owner’s Agreement dated January 31, 2018. The agreement, among other things, confirmed that 112 LP was the beneficial owner of the Property and charged, assigned and created a security interest in the Property in favor of Addenda.
12. As further security for the Loan, 112 GP executed a General Assignment of Rents and Leases and a Specific Assignment of Leases, both dated January 31, 2018, pursuant to which it assigned all leases and rents payable in respect of the Property to Addenda to secure amounts due under the Loan.
13. As yet further security for repayment, 112 LP, by its general partner, 112 GP, executed a Security Agreement dated January 31, 2018 (the “**Security Agreement**”). The Security Agreement was duly registered as against 112 LP and 112 GP at the Alberta Personal Property Registry (“**PPR**”). Copies of the PPR Search Reports dated June 9, 2023, are attached as **Appendix “C”**.

14. The Security Agreement, among other things, granted Addenda a security interest in all of the Company's present and after-acquired personal property and any proceeds arising therefrom.
15. As yet further security for repayment, Canderel Enterprises Inc. provided to Addenda a guarantee in the amount of \$4,000,000.
16. Beginning in or around mid-2022, Addenda and the Company engaged in discussions regarding the renewal of the Loan and Mortgage, given the five-year term was set to expire in early 2023.
17. Ultimately, the Company and Addenda were unsuccessful in renewing the Mortgage largely due to the Company requiring additional funds for large capital projects.
18. After two temporary extensions, the Mortgage matured on April 1, 2023, and the Company failed to repay the Loan in full.
19. As a result of the foregoing, Addenda lost confidence in the Company's ability to manage and operate Compass Place and to promptly obtain refinancing to repay the indebtedness.
20. As such, on May 9, 2023, Addenda applied for and obtained the Receivership Order.
21. As at April 28, 2023 Addenda was owed \$12,809,716 plus interest and costs continuing to accrue thereon.

RECEIVER'S ACTIVITIES

22. On May 10, 2023, the Receiver attended the Property and took possession of Compass Place.
23. In addition to the above, the Receiver has performed the following:
 - Held discussions with Canderel regarding continuing to provide property management services and additional approvals required for expenditures;
 - Entered into a short-term agreement with Canderel for property management services at the Property;
 - Confirmed, reviewed, and continued property and general liability insurance coverage through Canderel for the Properties;
 - Negotiated insurance renewal terms with the assistance of Canderel;

- Sent correspondence to current tenants regarding the Receivership and Canderel's continued role as property manager;
 - Had discussions with current tenants regarding the Receivership and ongoing maintenance concerns;
 - Reviewed current lease agreements;
 - Reviewed monthly management reports prepared by Canderel;
 - Reviewed maintenance and utility contracts for Compass Place;
 - Transferred select utility accounts into the Receiver's name;
 - Had discussions with snow removal, landscape, and janitorial contractors to ensure the continuance of services;
 - Reviewed and approved all expenditures made by Canderel in relation to the Property and ongoing operations;
 - Transferred \$375,000 from Canderel's operating bank account to the Receiver's estate account;
 - Reviewed in detail the Company's bank statements and reconciliations;
 - Obtained and reviewed the books and records of the Company as provided by Canderel;
 - Prepared a creditor listing and sent notice of the receivership to all known creditors;
 - Held discussions and obtained listing proposals from five real estate brokers to list and market Compass Place for sale;
 - Reviewed all listing proposals in detail and engaged Avison Young Commercial Real Estate Services, LP ("**AY**") to list and market the Property for sale;
 - Engaged Dialog Alberta Architecture Engineering Interior Design Planning Inc. to complete a residential conversion study in relation to the Property;
 - Had various conversations regarding building maintenance and related contracts and timelines; and,
 - Contacted CRA to have current accounts closed as of the date of the Receivership and open new accounts for the Receiver.
24. The Receiver has had various discussions and correspondence with AY regarding the sales process and strategy and interest to date.
25. The Receiver has received, reviewed, and responded to offers on Compass Place, accepting an offer, subject to Court approval, as discussed later in this First Report.

26. The Receiver continues to complete the administrative requirements pursuant to the *Bankruptcy and Insolvency Act*, the Receiver set up a dedicated website to provide information to the Company's creditors and interested parties and held discussions with creditors regarding the status of the Receivership and the administration of the estate.

MARKETING AND SALES PROCESS

i. Request for Sales and Marketing Proposals

27. Regarding the marketing of Compass Place, the Receivership Order authorizes the Receiver to market the Property of the Company but does not set out a specific process in that regard.

28. The Receiver obtained sales and marketing proposals from the following brokers;

- AY
- NAI Commercial Real Estate Inc.
- Jones Lange LaSalle Inc.
- Colliers International Group Inc.
- Marcus & Millichap Real Estate Investment Services, Inc.

29. Copies of the sales and marketing proposals can be found in **Confidential Appendix 1**.

30. After review and discussions with various stakeholders, the Receiver engaged AY to list the Property on an "as is, where is" basis. Key attributes of the AY proposal included;

- Knowledge and familiarity with the office market and residential conversion opportunity;
- Prior experience selling distressed properties in receivership situations;
- Proposed commission fee of 2.75% of the gross sale price up to \$5,000,000 and 3.0% of the gross sale price over \$5,000,000; and,
- An elaborate and tailored marketing plan, including email and telephone campaigns, a dedicated webpage and data room, social media marketing and 360-degree photos.

ii. AY Marketing and Sales Process

31. The Receiver met with AY and held discussions regarding the marketing process, strategy and timeline.
32. AY prepared a public marketing brochure (the "**Marketing Brochure**") to be sent to prospective purchasers. The Marketing Brochure was available on AY's website and the Receiver's dedicated case website. A copy of the Marketing Brochure is attached as **Appendix "D"**.
33. AY also prepared a confidential information memorandum (the "**Confidential Memorandum**") providing prospective purchasers with further details regarding the tenants and alternative development opportunities. A copy of the Confidential Memorandum is attached as **Confidential Appendix 2**.
34. The Marketing Brochure and Confidential Memorandum were reviewed and approved by the Receiver.
35. AY launched the marketing of Compass Place on August 31, 2023, with a list price of \$6,500,000.
36. To ensure maximum exposure within the marketplace during the listing period, AY posted the listing online as well as sent an email to 4,825 potential clients. The email was opened by 1,464 unique contacts and AY also made over 100 phone calls to prospective purchasers.
37. The Receiver posted a link to the dedicated AY webpage and contact information for AY on the Receiver's case website and MNP's 'assets for sale' website.
38. AY set up a virtual data room to facilitate further due diligence for interested parties who executed confidentiality agreements.

iii. Results of AY Marketing and Sales Process

39. During the listing period, 51 parties executed confidentiality agreements requesting due diligence materials and access to the virtual data room. From this interest, AY facilitated 12 Property viewings and presented five offers to the Receiver for consideration.

40. The Receiver received an unconditional offer to purchase Compass Place from the Purchaser on September 20, 2023. The offer was accepted by the Receiver on September 22, 2023. A copy of the accepted APA is attached as **Confidential Appendix 3**.
41. A summary of offers received is attached as **Confidential Appendix 4**.
42. Based on the Receiver's review and analysis of the offers received, the Receiver believes the APA to be the best offer that resulted from the sales process. In addition, the APA is free of any conditions for the Purchaser and only a condition in favor of the Receiver requiring the approval of this Honourable Court.
43. AY has informed the Receiver that they believe the Property was exposed to the market sufficiently to generate the best offer. A final marketing report was prepared by AY detailing the sales and marketing process, offers received and ultimately supporting acceptance and approval of the APA, a copy of which is attached as **Confidential Appendix 5**. As a result, the Receiver believes the APA is reasonable given current market conditions and will provide the greatest recovery to the Company's creditors and stakeholders.
44. The Receiver fully supports the approval of the APA and the pronouncement of the necessary Sale Approval and Vesting Order for the following reasons;
- i. Compass Place has been exposed to a wide market as a result of AY's marketing efforts, as detailed above;
 - ii. The APA is the best offer received;
 - iii. The APA is unconditional;
 - iv. A deposit has been received by McLennan Ross LLP ("**McLennan Ross**"), counsel for the Receiver, as contemplated by its terms; and,
 - v. The APA will result in a timely disposition of Compass Place which is of benefit to the estate given ongoing carrying costs and upcoming required capital projects.
45. The sale of Compass Place pursuant to the APA is supported by the Company's secured creditor, Addenda.
46. The Receiver respectfully requests that this Honourable Court approve the APA.

LEASE CAVEATS

47. There are four separate legal titles which form Compass Place. There are eight lease caveats currently registered against some or all of these titles (the “**Lease Caveats**”). The Lease Caveats, their registration dates and numbers and the applicable caveator are as follows:

Registration No.	Date	Caveat Description	Caveator
082 230 897	04/06/2008	Re: Lease Interest, etc.	Humford Management Inc.
112 401 383	13/12/2011	Re: Lease Interest, etc.	Legal Resource Centre of Alberta Ltd.
132 239 669	07/08/2013	Re: Lease Interest	Victor A. Spicer Professional Corporation
132 414 342	19/12/2013	Re: Lease Interest	J.G. Magathan Professional Corporation
162 232 022	24/08/2016	Re: Lease Interest	Compass Centre for Sexual Wellness
182 038 069	13/02/2018	Re: Lease Interest	Addenda Capital Inc.
192 270 572	07/11/2019	Re: Lease Interest	IDP Education (Canada) Limited
222 107 759	12/05/2022	Re: Lease Interest	Laurence Zalmanowitz Psychology Services Ltd.

48. The Receiver seeks to assign the lease interests of Canderel (formerly Humford Management Inc.) to the Purchaser and leave the related lease caveat unaffected (the “**Canderel Caveat**”). Canderel is a current tenant of the Property. A copy of an Alberta corporate registries search of Canderel demonstrating a change to the legal entity name of Humford is attached hereto as **Appendix “E”**.

49. The Legal Resource Centre of Alberta Ltd. (“**LRCA**”) caveat (the “**LRCA Caveat**”) was partially discharged by way of Discharge of Caveat executed by LRCA on June 6, 2023 (the “**LRCA Discharge**”). The LRCA Caveat remains registered against three of the titles forming the Property but LRCA is no longer a tenant of the Property. The LRCA Discharge is attached hereto as **Appendix “F”**.

50. The Compass Centre for Sexual Wellness (“**CCSW**”) caveat (the “**CCSW Caveat**”) remains registered against all titles to the Property but CCSW is no longer a tenant of the Property. Counsel to the Receiver submitted a lapse of caveat for registration on September 6, 2023 to Land Titles. The Document Registration Request remains in the pending registration queue against all titles of the Property as of the date of this Report. Attached hereto as **Appendix “G”** is a copy of the Document Registration Request (Lapse Caveat) submitted by the Receiver's counsel to Land Titles along with all attachments thereto.

51. The Victor A. Spicer Professional Corporation ("**Spicer PC**") and J.G. Magathan Professional Corporation ("**Magathan PC**") caveats (separately the "**Spicer Caveat**" and "**Magathan Caveat**" and collectively, the "**PC Caveats**") remain registered against titles to the Property.
52. Spicer PC entered into a lease agreement on February 1, 2013 with the Company (the "**Spicer Lease**") for Unit 102 of the Property for a term of 10 years, commencing February 1, 2013. The Spicer Lease is attached hereto as **Confidential Appendix 6**.
53. The term of the Spicer Lease expired on January 31, 2023, and was not extended by the parties prior to the Receivership. Spicer PC remains in the Property as an overholding tenant. The Receiver has requested Spicer PC to discharge the Spicer Caveat but understands that a discharge of the Spicer Caveat has not yet been submitted to Land Titles for registration.
54. Magathan PC entered into a lease agreement on May 1, 2013, with the Company (the "**Magathan Lease**") for Unit 107 of the Property for a term of 10 years, commencing May 1, 2013. The Magathan Lease is attached is attached hereto as **Confidential Appendix 7**.
55. The term of the Magathan Lease expired on April 30, 2023, and was not extended by the parties prior to the Receivership. Magathan PC remains in the Property as an overholding tenant. The Receiver has requested Magathan PC to discharge the Magathan Caveat but understands that a discharge of the Magathan Caveat has not yet been submitted to Land Titles for registration.
56. The Addenda Capital Inc., IDP Education (Canada) Limited and Laurence Zalmanowitz Psychology Services Ltd. caveats were registered on or after the date of registration of the Mortgage and are anticipated to be removed from the titles to the Property in the normal course of this receivership sale and so are not addressed in this First Report.
57. The Receiver seeks removal of four lease caveats from titles to the Property: the LRCA Caveat, the PC Caveats and the CCSW Caveat. Without current leases in place to support the caveats, there is no reason for the aforementioned caveats to continue to encumber titles to the Property.

58. Pursuant to the APA, the Receiver is only seeking to assign its interests in the Canderel lease. With respect to the other tenants of the Property, the Receiver is not seeking to assign its interest in their respective leases but anticipates the Purchaser will negotiate directly with tenants regarding their tenancy. For the benefit of this Honourable Court, a copy of the Compass Place Rent Roll is attached hereto as **Confidential Appendix 8**.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

59. A copy of the interim statement of receipts and disbursements for the period of May 9, 2023, to October 5, 2023, is attached as **Appendix "H"**. Receipts and disbursements from the Receiver's trust account to date total \$379,498 and \$123,750, respectively.

60. As at October 5, 2023, the Receiver holds \$255,748 in its trust account.

61. In addition to the Receiver's trust account, there is an operating account managed by Canderel in its capacity as property manager. Monthly rent payments are deposited to this account. Ongoing operating expenses such as management fees, janitorial, utilities, maintenance, etcetera are paid from this account. The Receiver monitors all deposits and payables on a weekly basis and reviews monthly bank statements and reconciliations. In addition, the Receiver regularly sweeps funds from this account based on upcoming expenses and cash requirements.

62. As at October 5, 2023, the balance in the Canderel operating account was \$148,799.

PROFESSIONAL FEES

i. Summary of Receiver's Accounts

63. A summary and copies of the Receiver's invoices rendered during the period of May 9, 2023, to August 31, 2023, are attached as **Exhibit A** to the Fee Affidavit (the "**Affidavit**") sworn by Kristin Gray in this Action. A copy of the Affidavit is attached as **Appendix "I"**.

64. The total Receiver fees to August 31, 2023, are \$64,990 and disbursements are \$66 as summarized in the table below:

	\$
Fees	64,990
Disbursements	66
GST	3,253
Total	68,308

ii. Receiver Staffing and Hours

65. Since the appointment of the Receiver by this Court, Ms. Kristin Gray, Senior Vice President of MNP, has had primary responsibility for the work carried out by the Receiver. When appropriate, work was delegated to other staff within MNP. A summary of the time spent administering the estate by members of the staff of MNP for the period of May 9, 2023, to August 31, 2023, is detailed in the table below:

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	43.60	600/575
Karen Aylward	Vice President	0.20	560
Steven Barlott	Senior Consultant	105.50	350/320
Administration	Administrative	16.30	244/216/205
		165.60	

66. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in a receivership of the nature described herein. In the Receiver's opinion, the cost of this Receivership is comparable to receivership assignments of similar scale and complexity.

67. The hourly rates charged by the Receiver are consistent with the average hourly rates billed by the Receiver on its other engagements and, to the Receiver's knowledge, consistent with other accounting firms of comparable size engaged on similar receivership matters.

68. The Receiver requests that the Court approve the Receiver's fees incurred to date.

iii. Legal Fees

69. The Receiver engaged the services of McLennan Ross as its independent legal counsel to assist with the obligations in these proceedings. The lawyer primarily responsible for assisting the Receiver was Mr. Ryan Trainer, Partner.

70. The total legal fees of McLennan Ross to September 6, 2023, are \$28,086 and disbursements are \$336 as summarized in the table below:

	\$
Fees	28,086
Disbursements	336
GST	1,421
Total	29,843

71. A summary and copies of the legal invoices rendered by McLennan Ross are attached as **Exhibit B** to the Affidavit.

72. The Receiver confirms that it has worked closely and extensively with its counsel since the onset of the Receivership Order and has reviewed the fees and disbursements rendered by McLennan Ross and believes them to be both reasonable and proper in circumstances and are comparable to Receivership assignments of similar scale and complexity for a Receivership of this nature and scope. The legal services provided were necessary for the Receiver to fulfill its obligations in these proceedings. The Receiver has been informed by its legal counsel that the rates and charges applied by McLennan Ross are the standard rates and charges of its personnel.

73. The Receiver requests that the Court similarly approve the legal fees incurred to date.

CONCLUSION

74. The Receiver respectfully requests the Court grant an Order:

- Approving the activities of the Receiver as outlined in this First Report;
- Approving the sale of the Property to the Purchaser pursuant to the APA and vesting in the Purchaser all right, title, and interest in the Property free and clear of all claims and encumbrances, save and except, the Canderel Caveat;
- Approving the Receiver's interim statement of receipts and disbursements for the period of May 9, 2023, to October 5, 2023;

- Approving the fees and disbursements of the Receiver to August 31, 2023, and its legal counsel to September 6, 2023; and,
- Any further direction that the Court wishes to provide to the Receiver.


75. The Receiver respectfully requests that this Honourable Court approve the temporary sealing of the Confidential Appendices attached hereto. McLennan Ross, counsel to the Receiver, submitted a Notice to Media of Application to Restrict Access (the "**Notice to Media**") on September 26, 2023, with respect to the Confidential Appendices to this First Report and confirmation of receipt of the Notice to Media was delivered by the Clerk of the Court to McLennan Ross on September 27, 2023. A copy of the confirmation of receipt of the Notice to Media is attached as **Appendix "J"**.

All of which is respectfully submitted this 10th day of October 2023.

MNP Ltd.

Receiver of all current and future assets, undertakings and properties of every nature and kind whatsoever 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.

Per:



Kristin Gray, CPA, CA, CIRP, LIT

APPENDIX A

A copy of the Receivership Order – May 9, 2023

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on May 10, 2023

COURT FILE NUMBER

2303-07739

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF/ APPLICANT ADDENDA CAPITAL INC.
DEFENDANTS/
RESPONDENTS 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 **RECEIVERSHIP ORDER**



ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT Jack R. Maslen / Myles Fish
Borden Ladner Gervais LLP
1900, 520 3rd Ave. S.W.
Calgary, AB T2P 0R3
Telephone: (403) 232-9790 / 9764
Facsimile: (403) 266-1395
Email: jmaslen@blg.com / mfish@blg.com
File No. 292493.83

DATE ON WHICH ORDER WAS PRONOUNCED: MAY 9, 2023
LOCATION OF HEARING: EDMONTON, ALBERTA
NAME OF JUSTICE WHO GRANTED THIS ORDER: JUSTICE M.J. LEMA

UPON the Application of Addenda Capital Inc. (“**Addenda**”) in respect 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. (collectively, the “**Debtors**”); **AND UPON** having read the Application, the Affidavit of Savvas Pallaris, and the Affidavit of Service; **AND UPON** reading the consent of MNP Ltd. to act as receiver and manager (the “**Receiver**”) of the Debtors; **AND UPON** hearing counsel for Addenda, and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”), and section 13(2) of the *Judicature Act*, RSA 2000, c.J-2, MNP Ltd. is hereby appointed Receiver, without security, of all of the Debtors’ current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

RECEIVER’S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver’s ability to abandon, dispose of, or otherwise release any interest in any of the Debtors’ real or personal property, or any right in any immovable;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATIONS TO THE RECEIVER

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - (a) empower the Debtors to carry on any business that the Debtors are not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with

the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors,

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c.47 (“**WEPPA**”).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATIONS ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy

any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on

the Property, which charge shall not exceed an aggregate amount of \$250,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall

rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <https://mnpdebt.ca/en/corporate/corporate-engagements/112-street-nw-edmonton-partners-lp> (the "Receiver's Website") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
 - i. the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - ii. any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Website,
- and service on any other person is hereby dispensed with.
36. 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.

A handwritten signature in black ink, appearing to read "M. J. Lema". The signature is written in a cursive style with a large initial "M" and a long, sweeping tail.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that **MNP Ltd.**, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties 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.** appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 9th day of May, 2023 (the "**Order**") made in action number **2303-07739**, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [●], being part of the total principal sum of [●] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the ● day of each month**] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____

MNP Ltd., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

APPENDIX B

Copies of the Certificates of Title dated September 29, 2023



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 118 344 NB;12;61 122 280 532 +1

LEGAL DESCRIPTION

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

ATS REFERENCE: 4;24;52;HB
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 982 334 858

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 280 532	27/08/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

112 STREET NW EDMONTON PARTNERS GP INC.
OF 400 2695 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA V6H 3H4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
082 230 897	04/06/2008	CAVEAT RE : LEASE INTEREST , ETC.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
122 280 532 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - HUMFORD MANAGEMENT INC.
MILLER THOMSON LLP
2700 COMMERCE PLACE, 10155-102 ST
EDMONTON
ALBERTA
AGENT - JOHN A CROSS

132 239 669 07/08/2013 CAVEAT
RE : LEASE INTEREST
CAVEATOR - VICTOR A. SPICER PROFESSIONAL
CORPORATION.
C/O FIELD LLP
SUITE 2000, 10235-101 ST
EDMONTON
ALBERTA T5J3G1
AGENT - TERESA M TOMKINSON

162 232 022 24/08/2016 CAVEAT
RE : LEASE INTEREST , ETC.
CAVEATOR - COMPASS CENTRE FOR SEXUAL WELLNESS.
STE 50, 9912-106 STREET
EDMONTON
ALBERTA T5K1C5
AGENT - CARMEN C M LEE
(DATA UPDATED BY: 162238348)

182 038 067 13/02/2018 MORTGAGE
MORTGAGEE - ADDENDA CAPITAL INC.
STE 1900, 1874 SCARTH ST
REGINA
SASKATCHEWAN S4P4B3
ORIGINAL PRINCIPAL AMOUNT: \$14,600,000
(DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

182 038 068 13/02/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ADDENDA CAPITAL INC.
STE 1900, 1874 SCARTH ST
REGINA
SASKATCHEWAN S4P4B3
AGENT - GRANT VOGEL.
(DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

182 038 069 13/02/2018 CAVEAT
RE : LEASE INTEREST
CAVEATOR - ADDENDA CAPITAL INC.
STE 1900, 1874 SCARTH ST
REGINA
SASKATCHEWAN S4P4B3

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
122 280 532 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

AGENT - GRANT VOGEL.
(DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

192 270 572 07/11/2019 CAVEAT
RE : LEASE INTEREST
CAVEATOR - IDP EDUCATION (CANADA) LIMITED.
C/O WITTEN LLP
ATTN: CHRISTINA P. SAHI
2500, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - CHRISTINA P SAHI

222 107 759 12/05/2022 CAVEAT
RE : LEASE INTEREST
CAVEATOR - LAURENCE ZALMANOWITZ PSYCHOLOGY SERVICES
LTD.
C/O #802, 10050-112 STREET NW
EDMONTON
ALBERTA T5K2J1
AGENT - RONALD A SOROKIN

TOTAL INSTRUMENTS: 008

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E00A0HG	06/09/2023	MCLENNAN ROSS LLP 780-482-9120 CUSTOMER FILE NUMBER: 20231671/SRN/RTT	
001		LAPSE - CAVEAT	#122 280 532 +1

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF
SEPTEMBER, 2023 AT 02:54 P.M.

ORDER NUMBER: 48482214

CUSTOMER FILE NUMBER: 20231671/LRR



END OF CERTIFICATE
(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 118 336 NB;12;61 122 280 532

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

ATS REFERENCE: 4;24;52;HB
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 982 334 845

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 280 532	27/08/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

112 STREET NW EDMONTON PARTNERS GP INC.
OF 400 2695 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA V6H 3H4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 230 897	04/06/2008	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - HUMFORD MANAGEMENT INC. MILLER THOMSON LLP 2700 COMMERCE PLACE, 10155-102 ST

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 122 280 532

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		EDMONTON ALBERTA AGENT - JOHN A CROSS
112 401 383	13/12/2011	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - LEGAL RESOURCE CENTRE OF ALBERTA LTD. C/O BISHOP & MCKENZIE LLP 2500,10104-103 AVENUE EDMONTON ALBERTA T5J1V3
132 239 669	07/08/2013	CAVEAT RE : LEASE INTEREST CAVEATOR - VICTOR A. SPICER PROFESSIONAL CORPORATION. C/O FIELD LLP SUITE 2000, 10235-101 ST EDMONTON ALBERTA T5J3G1 AGENT - TERESA M TOMKINSON
162 232 022	24/08/2016	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - COMPASS CENTRE FOR SEXUAL WELLNESS. STE 50, 9912-106 STREET EDMONTON ALBERTA T5K1C5 AGENT - CARMEN C M LEE (DATA UPDATED BY: 162238348)
182 038 067	13/02/2018	MORTGAGE MORTGAGEE - ADDENDA CAPITAL INC. STE 1900, 1874 SCARTH ST REGINA SASKATCHEWAN S4P4B3 ORIGINAL PRINCIPAL AMOUNT: \$14,600,000 (DATA UPDATED BY: CHANGE OF ADDRESS 202185147)
182 038 068	13/02/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ADDENDA CAPITAL INC. STE 1900, 1874 SCARTH ST REGINA SASKATCHEWAN S4P4B3 AGENT - GRANT VOGEL. (DATA UPDATED BY: CHANGE OF ADDRESS 202185147)
182 038 069	13/02/2018	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
122 280 532

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

RE : LEASE INTEREST
CAVEATOR - ADDENDA CAPITAL INC.
STE 1900, 1874 SCARTH ST
REGINA
SASKATCHEWAN S4P4B3
AGENT - GRANT VOGEL.
(DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

192 270 572 07/11/2019 CAVEAT
RE : LEASE INTEREST
CAVEATOR - IDP EDUCATION (CANADA) LIMITED.
C/O WITTEN LLP
ATTN: CHRISTINA P. SAHI
2500, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - CHRISTINA P SAHI

222 107 759 12/05/2022 CAVEAT
RE : LEASE INTEREST
CAVEATOR - LAURENCE ZALMANOWITZ PSYCHOLOGY SERVICES
LTD.
C/O #802, 10050-112 STREET NW
EDMONTON
ALBERTA T5K2J1
AGENT - RONALD A SOROKIN

TOTAL INSTRUMENTS: 009

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E00A0HG	06/09/2023	MCLENNAN ROSS LLP 780-482-9120 CUSTOMER FILE NUMBER: 20231671/SRN/RTT	
001		LAPSE - CAVEAT	#122 280 532

TOTAL PENDING REGISTRATIONS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF
SEPTEMBER, 2023 AT 02:54 P.M.

ORDER NUMBER: 48482214

CUSTOMER FILE NUMBER: 20231671/LRR



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 118 352 NB;12;62 122 280 532 +2

LEGAL DESCRIPTION

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

ATS REFERENCE: 4;24;52;HB
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 982 334 876

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

122 280 532 27/08/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

112 STREET NW EDMONTON PARTNERS GP INC.
OF 400 2695 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA V6H 3H4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

082 230 897 04/06/2008 CAVEAT
RE : LEASE INTEREST , ETC.
CAVEATOR - HUMFORD MANAGEMENT INC.
MILLER THOMSON LLP
2700 COMMERCE PLACE, 10155-102 ST
EDMONTON
ALBERTA
AGENT - JOHN A CROSS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
122 280 532 +2

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
112 401 383	13/12/2011	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - LEGAL RESOURCE CENTRE OF ALBERTA LTD. C/O BISHOP & MCKENZIE LLP 2500,10104-103 AVENUE EDMONTON ALBERTA T5J1V3
132 239 669	07/08/2013	CAVEAT RE : LEASE INTEREST CAVEATOR - VICTOR A. SPICER PROFESSIONAL CORPORATION. C/O FIELD LLP SUITE 2000, 10235-101 ST EDMONTON ALBERTA T5J3G1 AGENT - TERESA M TOMKINSON
132 414 342	19/12/2013	CAVEAT RE : LEASE INTEREST CAVEATOR - J.G. MAGATHAN PROFESSIONAL CORPORATION. 107 10050 112 ST EDMONTON ALBERTA T5K2J1 AGENT - JOHANNA G MAGATHAN
162 232 022	24/08/2016	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - COMPASS CENTRE FOR SEXUAL WELLNESS. STE 50, 9912-106 STREET EDMONTON ALBERTA T5K1C5 AGENT - CARMEN C M LEE (DATA UPDATED BY: 162238348)
182 038 067	13/02/2018	MORTGAGE MORTGAGEE - ADDENDA CAPITAL INC. STE 1900, 1874 SCARTH ST REGINA SASKATCHEWAN S4P4B3 ORIGINAL PRINCIPAL AMOUNT: \$14,600,000 (DATA UPDATED BY: CHANGE OF ADDRESS 202185147)
182 038 068	13/02/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ADDENDA CAPITAL INC. STE 1900, 1874 SCARTH ST REGINA SASKATCHEWAN S4P4B3

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
122 280 532 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - GRANT VOGEL.

(DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

182 038 069 13/02/2018 CAVEAT
RE : LEASE INTEREST
CAVEATOR - ADDENDA CAPITAL INC.
STE 1900, 1874 SCARTH ST
REGINA
SASKATCHEWAN S4P4B3
AGENT - GRANT VOGEL.
(DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

192 270 572 07/11/2019 CAVEAT
RE : LEASE INTEREST
CAVEATOR - IDP EDUCATION (CANADA) LIMITED.
C/O WITTEN LLP
ATTN: CHRISTINA P. SAHI
2500, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - CHRISTINA P SAHI

222 107 759 12/05/2022 CAVEAT
RE : LEASE INTEREST
CAVEATOR - LAURENCE ZALMANOWITZ PSYCHOLOGY SERVICES
LTD.
C/O #802, 10050-112 STREET NW
EDMONTON
ALBERTA T5K2J1
AGENT - RONALD A SOROKIN

232 211 164 11/07/2023 BUILDER'S LIEN
LIENOR - ALL PRO CONSTRUCTION LTD.
ATTN: CONAN TAYLOR
C/O TAYLOR JANIS LLP
SUITE 400, 10216 124 STREET
EDMONTON
ALBERTA T5N4A3
AGENT - LORENZ EHRLICH
AMOUNT: \$61,590
DATE RECEIVED: MAY 18, 2023

232 211 165 11/07/2023 BUILDER'S LIEN
LIENOR - ALL PRO CONSTRUCTION LTD.
ATTN: CONAN TAYLOR
C/O TAYLOR JANIS LLP
SUITE 400, 10216 124 STREET
EDMONTON
ALBERTA T5N4A3

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 280 532 +2

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

AGENT - LORENZ EHRLICH
AMOUNT: \$67,686
DATE RECEIVED: MAY 18, 2023

232 211 166 11/07/2023 BUILDER'S LIEN
LIENOR - ALL PRO CONSTRUCTION LTD.
ATTN: CONAN TAYLOR
C/O TAYLOR JANIS LLP
SUITE 400, 10216 124 STREET
EDMONTON
ALBERTA T5N4A3
AGENT - LORENZ EHRLICH
AMOUNT: \$15,408
DATE RECEIVED: MAY 18, 2023

TOTAL INSTRUMENTS: 013

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E00A0HG	06/09/2023	MCLENNAN ROSS LLP 780-482-9120 CUSTOMER FILE NUMBER: 20231671/SRN/RTT	
001		LAPSE - CAVEAT	#122 280 532 +2

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF
SEPTEMBER, 2023 AT 02:54 P.M.

ORDER NUMBER: 48482214

CUSTOMER FILE NUMBER: 20231671/LRR



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 118 369 NB;12;63 122 280 532 +3

LEGAL DESCRIPTION

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

ATS REFERENCE: 4;24;52;HB
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 982 334 894

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 280 532	27/08/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

112 STREET NW EDMONTON PARTNERS GP INC.
OF 400 2695 GRANVILLE STREET
VANCOUVER
BRITISH COLUMBIA V6H 3H4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 230 897	04/06/2008	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - HUMFORD MANAGEMENT INC. MILLER THOMSON LLP 2700 COMMERCE PLACE, 10155-102 ST EDMONTON ALBERTA AGENT - JOHN A CROSS

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 122 280 532 +3

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
112 401 383	13/12/2011	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - LEGAL RESOURCE CENTRE OF ALBERTA LTD. C/O BISHOP & MCKENZIE LLP 2500,10104-103 AVENUE EDMONTON ALBERTA T5J1V3
132 239 669	07/08/2013	CAVEAT RE : LEASE INTEREST CAVEATOR - VICTOR A. SPICER PROFESSIONAL CORPORATION. C/O FIELD LLP SUITE 2000, 10235-101 ST EDMONTON ALBERTA T5J3G1 AGENT - TERESA M TOMKINSON
132 414 342	19/12/2013	CAVEAT RE : LEASE INTEREST CAVEATOR - J.G. MAGATHAN PROFESSIONAL CORPORATION. 107 10050 112 ST EDMONTON ALBERTA T5K2J1 AGENT - JOHANNA G MAGATHAN
162 232 022	24/08/2016	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - COMPASS CENTRE FOR SEXUAL WELLNESS. STE 50, 9912-106 STREET EDMONTON ALBERTA T5K1C5 AGENT - CARMEN C M LEE (DATA UPDATED BY: 162238348)
182 038 067	13/02/2018	MORTGAGE MORTGAGEE - ADDENDA CAPITAL INC. STE 1900, 1874 SCARTH ST REGINA SASKATCHEWAN S4P4B3 ORIGINAL PRINCIPAL AMOUNT: \$14,600,000 (DATA UPDATED BY: CHANGE OF ADDRESS 202185147)
182 038 068	13/02/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ADDENDA CAPITAL INC. STE 1900, 1874 SCARTH ST REGINA SASKATCHEWAN S4P4B3

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
 # 122 280 532 +3

REGISTRATION
 NUMBER DATE (D/M/Y) PARTICULARS

AGENT - GRANT VOGEL.
 (DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

182 038 069 13/02/2018 CAVEAT
 RE : LEASE INTEREST
 CAVEATOR - ADDENDA CAPITAL INC.
 STE 1900, 1874 SCARTH ST
 REGINA
 SASKATCHEWAN S4P4B3
 AGENT - GRANT VOGEL.
 (DATA UPDATED BY: CHANGE OF ADDRESS 202185147)

192 270 572 07/11/2019 CAVEAT
 RE : LEASE INTEREST
 CAVEATOR - IDP EDUCATION (CANADA) LIMITED.
 C/O WITTEN LLP
 ATTN: CHRISTINA P. SAHI
 2500, 10303 JASPER AVE
 EDMONTON
 ALBERTA T5J3N6
 AGENT - CHRISTINA P SAHI

222 107 759 12/05/2022 CAVEAT
 RE : LEASE INTEREST
 CAVEATOR - LAURENCE ZALMANOWITZ PSYCHOLOGY SERVICES
 LTD.
 C/O #802, 10050-112 STREET NW
 EDMONTON
 ALBERTA T5K2J1
 AGENT - RONALD A SOROKIN

TOTAL INSTRUMENTS: 010

 PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E00A0HG	06/09/2023	MCLENNAN ROSS LLP 780-482-9120 CUSTOMER FILE NUMBER: 20231671/SRN/RTT	
001		LAPSE - CAVEAT	#122 280 532 +3

TOTAL PENDING REGISTRATIONS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF
SEPTEMBER, 2023 AT 02:54 P.M.

ORDER NUMBER: 48482214

CUSTOMER FILE NUMBER: 20231671/LRR



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

APPENDIX C

Copies of the PPR Search Reports dated June 9, 2023

Search ID #: Z16241826

Transmitting Party

MCLENNAN ROSS LLP

600, 12220 Stony Plain RD
EDMONTON, AB T5N 3Y4

Party Code: 50025451
Phone #: 780 482 9250
Reference #: 20231671JOH

Search ID #: Z16241826

Date of Search: 2023-Jun-09

Time of Search: 11:59:11

Business Debtor Search For:

112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z16241826

Business Debtor Search For:

112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP

Search ID #: Z16241826

Date of Search: 2023-Jun-09

Time of Search: 11:59:11

Registration Number: 18012630193

Registration Date: 2018-Jan-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2043-Jan-26 23:59:59

Exact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Amendments to Registration

20060926593

Amendment

2020-Jun-09

Debtor(s)

Block

1 112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP
400, 2695 GRANVILLE STREET
VANCOUVER, BC V6H 3H4

Status
Current

Block

2 112 STREET NW EDMONTON PARTNERS GP INC.
400, 2695 GRANVILLE STREET
VANCOUVER, BC V6H 3H4

Status
Current

Secured Party / Parties

Block

1 ADDENDA CAPITAL INC.
1920 COLLEGE AVENUE
REGINA, SK S4P 1C4

Status
Deleted by
20060926593

Block

2 ADDENDA CAPITAL INC.
SUITE 1900 - 1874 SCARTH
REGINA, SK S4P 4B3
Email: mortgages.info@addendacapital.com

Status
Current by
20060926593

Search ID #: Z16241826

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property and proceeds.	Current
2	All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.	Current

Search ID #: Z16241826

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The foregoing is limited to all present and after acquired personal property now or hereafter located on, arising from or used or acquired in connection with lands legally described as:	Current

FIRSTLY:

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

SECONDLY:

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

THIRDLY:

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

FOURTHLY:

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

and municipally described as 10050 112 Street NW, Edmonton, Alberta (and any other legal descriptions by which such lands may be described whether by subdivision in, condominiumization or otherwise) or which is now or at any time may be annexed to, comprised in, pertaining or relating to or used in connection with the lands and all accessions thereto and substitutions therefor.

Search ID #: Z16241826

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

112 STREET NW EDMONTON PARTNERS GP INC.
400, 2695 GRANVILLE STREET
VANCOUVER, BC V6H 3H4

Reg.#

18012630193

SECURITY AGREEMENT

Result Complete

Search ID #: Z16241832

Transmitting Party

MCLENNAN ROSS LLP

600, 12220 Stony Plain RD
EDMONTON, AB T5N 3Y4

Party Code: 50025451

Phone #: 780 482 9250

Reference #: 20231671JOH

Search ID #: Z16241832

Date of Search: 2023-Jun-09

Time of Search: 11:59:43

Business Debtor Search For:

112 STREET NW EDMONTON PARTNERS GP INC

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z16241832

Business Debtor Search For:

112 STREET NW EDMONTON PARTNERS GP INC

Search ID #: Z16241832

Date of Search: 2023-Jun-09

Time of Search: 11:59:43

Registration Number: 18012630193

Registration Date: 2018-Jan-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2043-Jan-26 23:59:59

Exact Match on: Debtor No: 2

Inexact Match on: Debtor No: 1

Amendments to Registration

20060926593

Amendment

2020-Jun-09

Debtor(s)

Block

1 112 STREET NW EDMONTON PARTNERS LIMITED PARTNERSHIP
400, 2695 GRANVILLE STREET
VANCOUVER, BC V6H 3H4

Status
Current

Block

2 112 STREET NW EDMONTON PARTNERS GP INC.
400, 2695 GRANVILLE STREET
VANCOUVER, BC V6H 3H4

Status
Current

Secured Party / Parties

Block

1 ADDENDA CAPITAL INC.
1920 COLLEGE AVENUE
REGINA, SK S4P 1C4

Status
Deleted by
20060926593

Block

2 ADDENDA CAPITAL INC.
SUITE 1900 - 1874 SCARTH
REGINA, SK S4P 4B3
Email: mortgages.info@addendacapital.com

Status
Current by
20060926593

Search ID #: Z16241832

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after-acquired personal property and proceeds.	Current
2	All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.	Current

Search ID #: Z16241832

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The foregoing is limited to all present and after acquired personal property now or hereafter located on, arising from or used or acquired in connection with lands legally described as:	Current

FIRSTLY:

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

SECONDLY:

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

THIRDLY:

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

FOURTHLY:

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

and municipally described as 10050 112 Street NW, Edmonton, Alberta (and any other legal descriptions by which such lands may be described whether by subdivision in, condominiumization or otherwise) or which is now or at any time may be annexed to, comprised in, pertaining or relating to or used in connection with the lands and all accessions thereto and substitutions therefor.

Search ID #: Z16241832

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

112 STREET NW EDMONTON PARTNERS LIMITED
PARTNERSHIP
400, 2695 GRANVILLE STREET
VANCOUVER, BC V6H 3H4

Reg.#

18012630193

SECURITY AGREEMENT

Result Complete

APPENDIX D

A copy of the Marketing Brochure

RECEIVERSHIP SALE



Compass Place

10050 - 112 Street NW Edmonton, Alberta

MNP

AVISON
YOUNG

10050 - 112 Street NW Edmonton, Alberta



Executive Summary

Avison Young Commercial Real Estate Services, LP ("Avison Young" or the "Advisor") has been engaged by MNP Ltd. (the "Receiver") to offer a 100% freehold interest in Compass Place located at 10050 - 112 Street NW, Edmonton, AB (the "Property").

The Property is a 10-storey office building comprised of approximately 85,000 square feet located in the Oliver neighbourhood. Compass Place is positioned steps off of Jasper Avenue with immense value add potential through improved tenancy or a multifamily conversion.

Unique to this offering, the Property is positioned at a 45-degree angle onto 112 Street which provides an impressive view from nearly all floors. In addition to the view, Compass Place is well located within the urban context minutes away from transit, grocery anchored retail, the downtown core, universities, and entertainment. The Property is equipped with approximately 140 underground parking stalls and 14 surface stalls.

**Asking Price: \$6,500,000
\$76.47 PSF**

Please contact the Advisor for further information.

Reed Newnham
Principal
+1 780 993 1419
reed.newnham@avisonyoung.com

Cory Wosnack
Principal & Managing Director
+1 780 909 7850
cory.wosnack@avisonyoung.com

Jandip Deol
Principal
+1 780 278 2791
jandip.deol@avisonyoung.com

James Robertson
Principal
+1 780 246 1832
james.robertson@avisonyoung.com

Amit Grover
Principal
+1 780 953 1735
amit.grover@avisonyoung.com

Compass Place

Property Summary

Legal Address	Plan NB; Block 12; Lot 61-63
Neighbourhood	Oliver
Total Building Area	+/- 85,000 SF
Floor Plate (2-10)	+/- 9,276 SF
Site Size	+/- 22,397 SF
Current NOI	\$204,593
Number of Stories	10
Number of Elevators	3 Main 1 Parkade
Year Built	Built in 1974 Renovated in 2013
Current Zone	DC2 (844) Site Specific Development Control Provision
FAR	Maximum 4.5x
Density	325 Dwellings / Ha
Parking	158 Stalls P1 (43 Stalls) P2 (48 Stalls) P3 (52 Stalls) Surface (15 Stalls)



10050 112 STREET NW



Prime Location just off of Jasper Avenue



Value-Add Opportunity



Excellent Candidate for Office to **Multifamily Conversion**



DIALOG Conversion Study Outlines **Potential for 93% Efficiency Ratio** on Residential



Continued Neighbourhood Improvements from the Imagine Jasper Avenue Project



Flexible Zoning for Continued Commercial Use or Future Multifamily Use

Asking Price: \$6,500,000
\$76.47 PSF

Investment Highlights

CENTRAL LOCATION

Compass Place benefits from its proximity to the Government Centre LRT Station being only 1/2-650 metres away or an eight-minute walk, the recent Jasper Avenue New Vision Improvements, and access to the Downtown core, Ice District, educational institutions, and scenic river valley. There are several retail centres less than 2km away offering grocery stores, pharmacies, restaurants and professional services.

POTENTIAL FOR INCOME UPSIDE

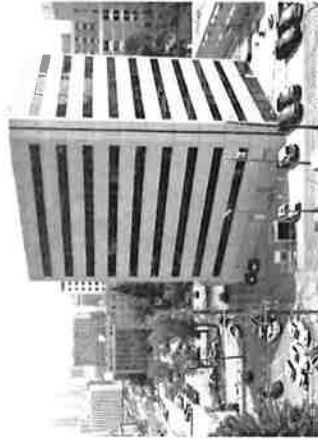
The existing office vacancies provide the opportunity for an incoming investor to implement a strong leasing campaign and benefit from the improved occupancy rates and income. An occupier could immediately occupy vacant space and increase the total building utilization.

OFFICE TO MULTIFAMILY CONVERSION

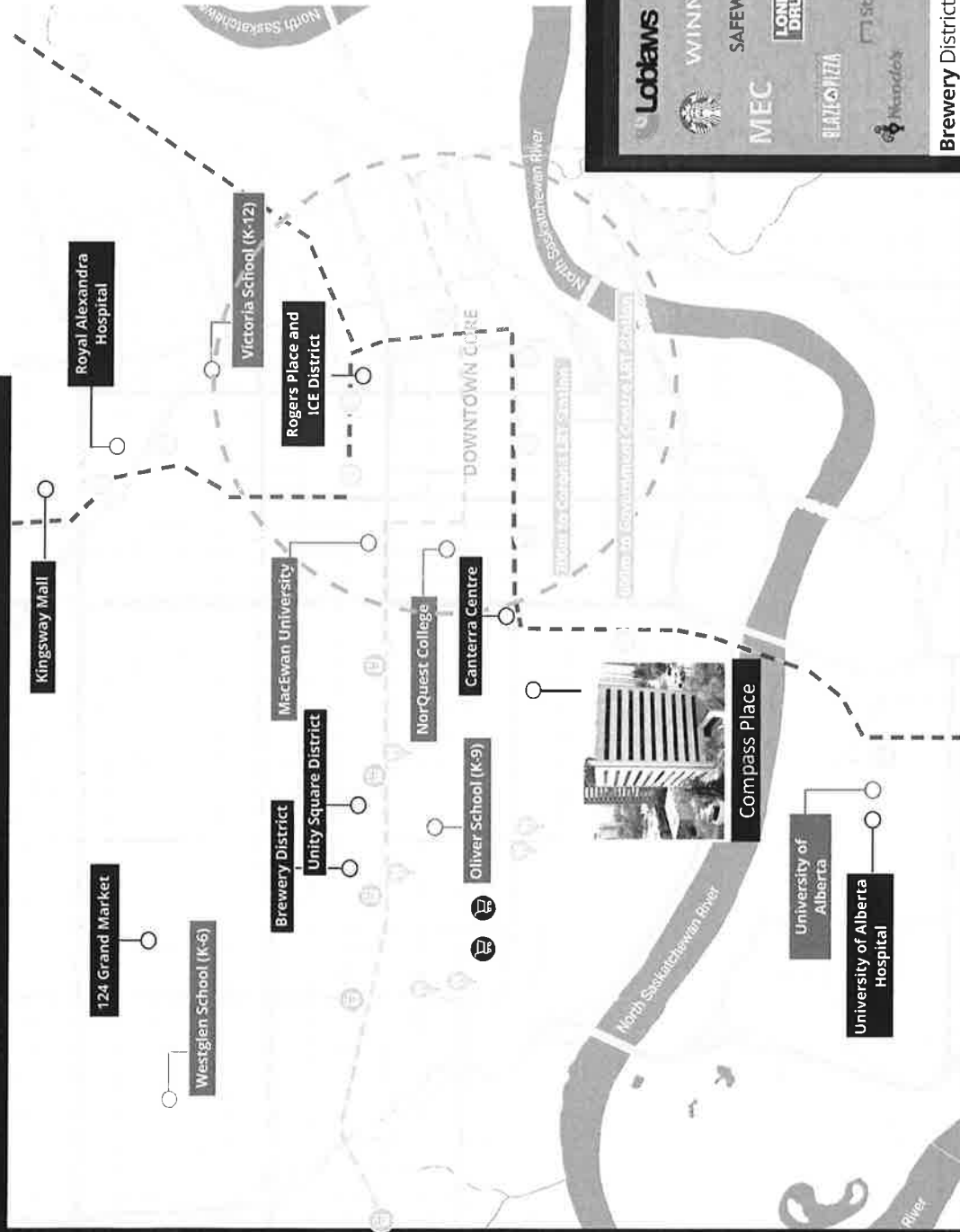
The floor plate layout, ample parking, and 45-degree street orientation of Compass Place makes it an excellent candidate for a multi-residential conversion. DIALOG has completed a conversion study outlining the potential for approximately 100 residential units with an efficient use of the floor plate. The pure residential floors are projected to achieve a 93% efficiency ratio on residential floors 2-9. Comprehensive study is available in the data room.

DEVELOPMENT INCENTIVE PROGRAM

The City currently offers a reimbursement grant of \$12,000 per new dwelling for a mixed-use market housing project, to a maximum of 36 new dwellings. A conversion project at this property with some main floor commercial would be expected to maximize the \$432,000 currently available under existing grant.



10050 - 112 Street NW Edmonton, Alberta



Location Overview

Compass Place is located just off Jasper Avenue in the vibrant community of Oliver in the heart of downtown. The property is within walking distance to Downtown's most visited areas including 109 Street, MacEwan University, and ICE District. The site is within a 10-minute walk to the river valley trails, Royal Glenora Club and Victoria Golf Course. The Government Centre LRT Station and Corona LRT Station located 600 to 700 metres away provides tenants of Compass Place convenient access to Edmonton's transit system.

With its ideal location steps from the downtown core, Compass Place offers close proximity to all essential services and amenities, including grocery stores, pharmacies, banks, restaurants, cafes, bars, and boutique shops. Driven by the neighbourhood's central location, continuous development and revitalization initiatives, Oliver continues to see compressed vacancy rates and upward pressure on rental rates.

Nearby Amenities



Brewery District & Unity Square



Canterra Centre



Walking Times - - - - - Drive Times

5-9 Minutes

Government Centre LRT Station
Corona LRT Station
Canterra Centre
River Valley

5-7 Minutes

Brewery District & Unity Square
University of Alberta
MacEwan University
Rogers Place

8-11 Minutes

Kingsway Mall
University of Alberta Hospital

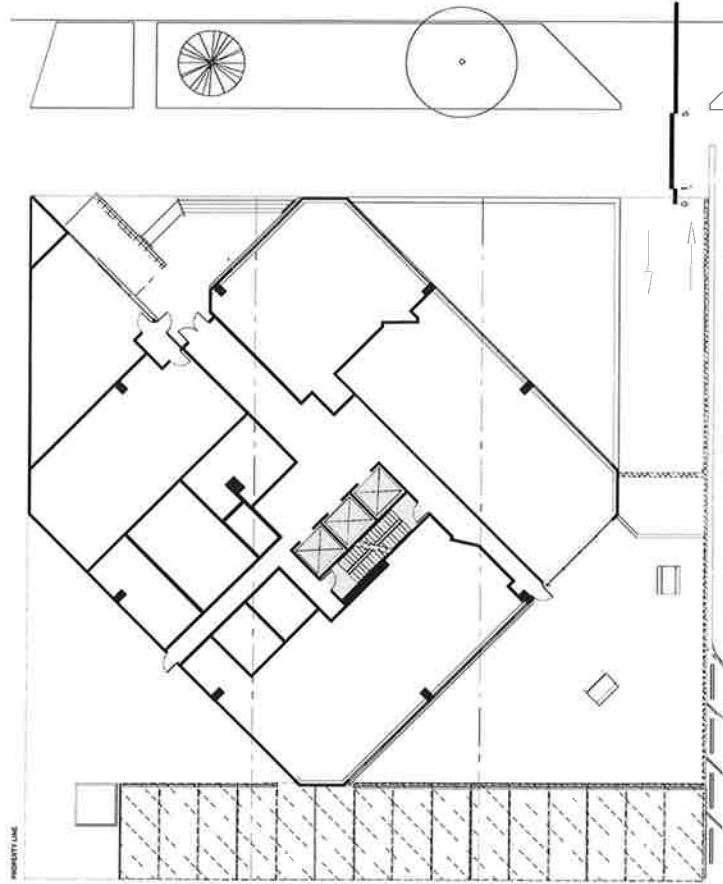
12-15 Minutes

Royal Alexandra Hospital
NAIT
Whyte Avenue
Commonwealth Stadium

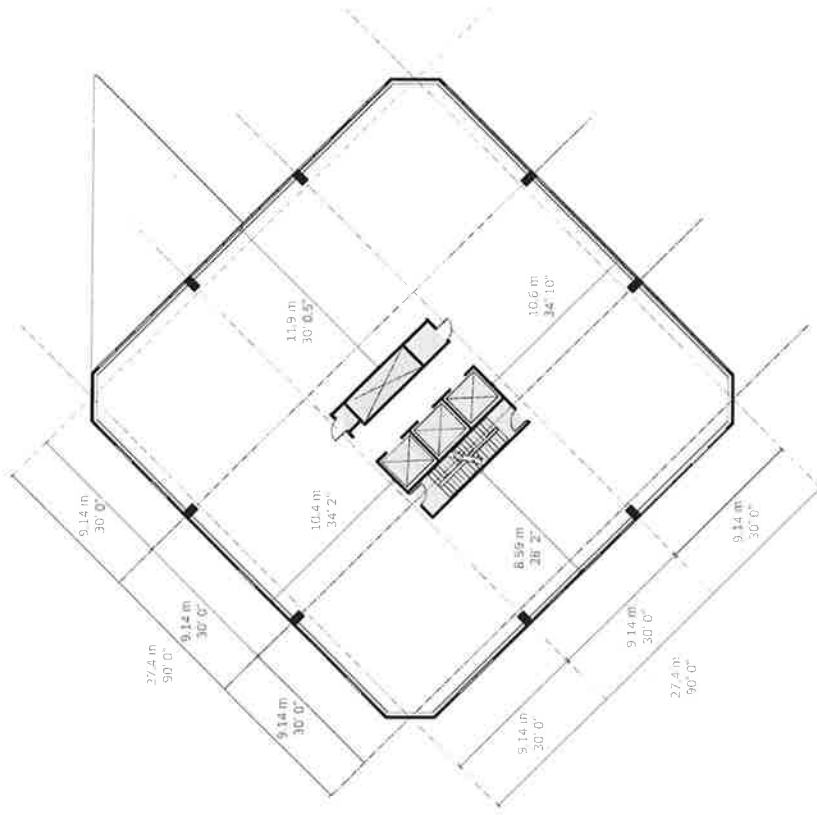
16-19 Minutes

West Edmonton Mall
Southgate Mall

Floor Plan Current



MAIN FLOOR



TYPICAL FLOOR 2-10

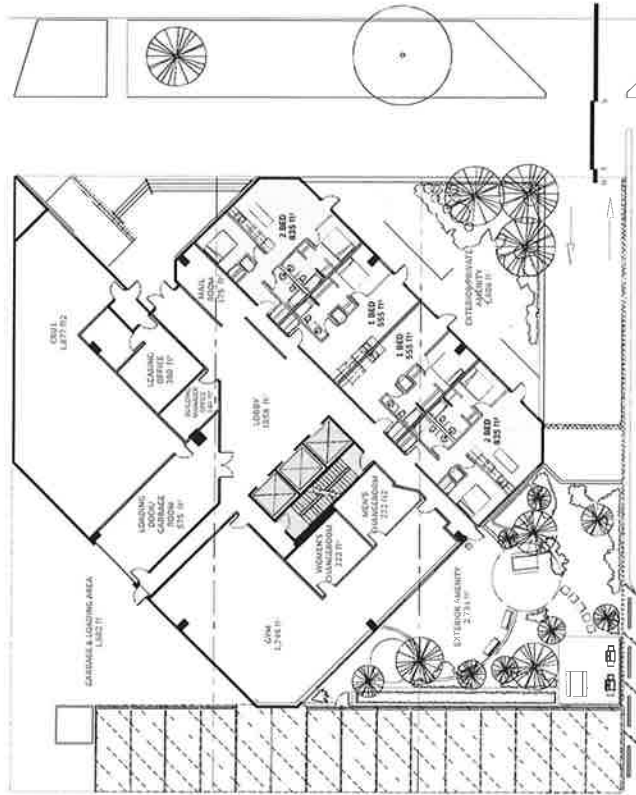
Zoning: DC2 Site Specific Development Control Provision

To establish a Site Specific Development Control Provision to allow for the continued use of an existing building for commercial uses and to bring this existing building into compliance with the Zoning Bylaw. Development regulations will allow for future upgrades, expansions or redevelopment of this building while ensuring compatibility with adjacent residential land uses.

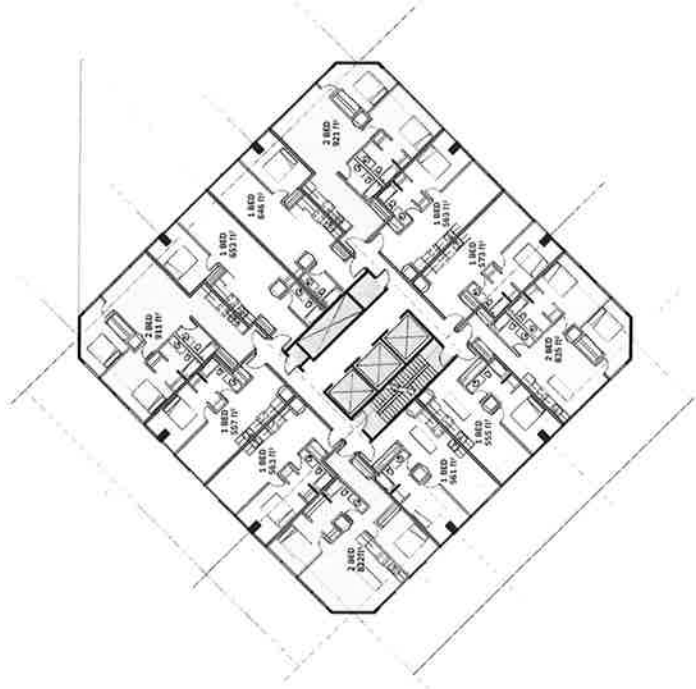
NOTABLE Uses & Development Regulations

- Apartment Hotels
- Professional, Financial and Office Support Services
- Apartment Housing
- Hotels
- Business Support Services
- Government Services
- Maximum Density: 325 Dwellings/ha
- Maximum Floor Area Ratio: 4.5
- Maximum Height: 45.0 m
- Health Services
- Bais and Neighbourhood Pubs

Floor Plan Proposed



MAIN FLOOR



TYPICAL FLOOR 2-10

Floor plans drafted by DIALOG, comprehensive conversion study included in data room

Floor Plate Characteristics

Compass Place is well-suited for conversion to multifamily:

- **Ideal floor plate** of +/- 9,276 SF allows for a range of different floor plans and suite mixes
- **Core-to-window depth** is ideal to offer natural light
- **Floor-to-ceiling clearances** of nine to ten feet once T bar ceiling is removed, we anticipate a seven to eight foot window could be used if desired and economical
- **Prominent views** from all units given the building being situated on a 45 degree angle from 112 Street
- **Structural integrity** that has a strong load-bearing capacity and a solid foundation to support the additional weight from walls, kitchens, bathrooms, etc.
- **Accessibility and entry points** that allow stairwells, elevators and hallways to be positioned to provide access to all residential units

DIALOG

Willem Kellerman

Partner

wkellerman@dialogdesign.ca
780.699.4675



For more information contact

Reed Newnham

Principal
+1 780 993 1419
reed.newnham@avisonyoung.com

Jandip Deol

Principal
+1 780 278 2791
jandip.deol@avisonyoung.com

Cory Wosnack

Principal & Managing Director
+1 780 909 7850
cory.wosnack@avisonyoung.com

James Robertson

Principal
+1 780 246 1832
james.robertson@avisonyoung.com

Amit Grover

Principal
+1 780 953 1735
amit.grover@avisonyoung.com

Visit us online
avisonyoung.com

© 2023 Avison Young Commercial Real Estate Services, LP

E. & O.E.: The information contained herein was obtained from sources which we deem reliable and, while thought to be correct, is not guaranteed by Avison Young.

Edmonton Tower, 2100, 10111 - 104 Avenue NW | Edmonton AB T5J 0J4 | +1 780 428 7850

**AVISON
YOUNG**

APPENDIX E

Canderel Management (West) Inc. corporate search
dated August 14, 2023

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/08/14
 Time of Search: 01:12 PM
 Search provided by: MCLENNAN ROSS LLP
 Service Request Number: 40291456
 Customer Reference Number: 20231671 RTT

Corporate Access Number: 206724411
Business Number: 889837951
Legal Entity Name: CANDEREL MANAGEMENT (WEST) INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
HUMFORD MANAGEMENT INC.	2019/11/06

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 1995/10/23 YYYY/MM/DD

Registered Office:

Street: 4000, 421 - 7 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Records Address:

Street: 4000, 421 - 7 AVE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P4K9

Email Address: CAL-ANNUAL-DOCS@MCCARTHY.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SAMUEL	CATHERINE	M.	MCCARTHY TETRAULT LLP	4000, 421 - 7 AVENUE SW	CALGARY	ALBERTA	T2P4K9	CAL-ANNUAL-DOCS@MCCARTHY.CA

Directors:

Last Name: FLICKER
First Name: CHARLES
Street/Box Number: 41 ROSEMOUNT
City: WESTMOUNT
Province: QUEBEC
Postal Code: H3Y3G6

Last Name: HAWRYSH
First Name: DAVID
Street/Box Number: 430 PRINCE ARTHUR STREET WEST, APT. 3
City: MONTREAL
Province: QUEBEC
Postal Code: H2X1T2

Last Name: MILLER
First Name: BRETT
Street/Box Number: APT.503 - 3495 AVENUE DU MUSEE
City: MONTREAL
Province: QUEBEC
Postal Code: H3G2C8

Last Name: ROGOWSKI
First Name: BEN
Street/Box Number: 547 ORCHARD GROVE
City: TORONTO
Province: ONTARIO
Postal Code: M5M2G8

Voting Shareholders:

Last Name: CANDEREL ENTERPRISES INC.
Street: 900, 2000 PEEL
City: MONTREAL
Province: QUEBEC
Postal Code: H3A2W5
Percent Of Voting Shares: 100

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
CANDEREL	TN22277685

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2023/08/02

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2014/04/09	Change Address
2019/11/06	Name Change Alberta Corporation
2020/02/17	Update BN
2022/01/31	Change Director / Shareholder
2023/08/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



APPENDIX F

The LRCA Discharge (as defined herein)

DISCHARGE OF CAVEAT

TO: THE REGISTRAR, NORTH ALBERTA LAND REGISTRATION DISTRICT,
LAND TITLES OFFICE, EDMONTON, ALBERTA

LEGAL RESOURCE CENTRE OF ALBERTA LTD. the Caveator, does hereby acknowledge that it has no further interest under the Caveat made on its behalf against the following lands:

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

which Caveat was registered in the Land Titles Office on the 13th day of December ,2011 as instrument number 112 401 383 and such Caveat is hereby withdrawn and discharged.

IN WITNESS WHEREOF the Caveator has executed this document this 6 day of June, 2023.

SIGNED by the above named
in the presence of:

Tracie Teall
Witness
Tracie Teall

) LEGAL RESOURCE CENTRE OF
) ALBERTA LTD.
)
)
)

Jeff Syntees
Executive Director

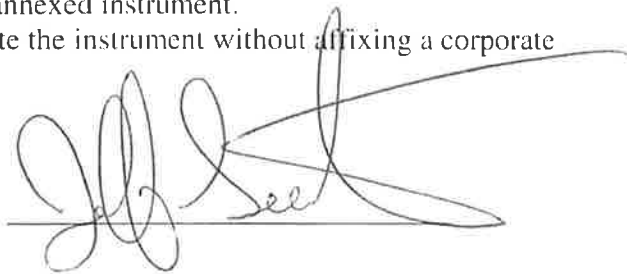
AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Jeff Surtrees, of the City of Calgary
Edmonton, in the Province of Alberta
MAKE OATH AND SAY:

1. I am an officer or director of LEGAL RESOURCE CENTRE OF ALBERTA LTD. of. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at the City of
Edmonton, in the Province of Alberta,)
this 6 day of June, 2023.)



A COMMISSIONER FOR OATHS in
and for Alberta

Judy Feng
Barrister & Solicitor

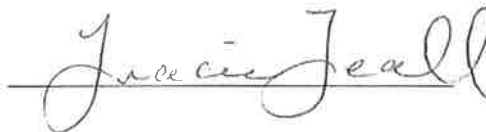
AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Tracie Teall,
of the City of Edmonton,
MAKE OATH AND SAY:

1. I was personally present and did see Jeff Surtrees named in the within instrument who is personally known to me to be the person named therein, duly sign, seal and execute the same for the purposes named therein.
2. The same was executed at the office of the Legal Resource Centre of Alberta in the Province of Alberta, and I am the subscribing witness thereto.
3. I know the said Jeff Surtrees and in my belief he is of the full age of 18 years.

SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta, this)
6 day of June, 2023.)



A COMMISSIONER FOR OATHS in
and for Alberta

Judy Feng
Barrister & Solicitor

APPENDIX G

Document Registration Request (Lapse Caveat) of CCSW Caveat
(as defined herein)



Do not write or staple in the above barcoded area

DRR #: E00A0HG Version #: 1 Access Code: 35200

Document Registration Request

Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

Box 2380 Edmonton
Alberta T5J 2T3
Telephone (780) 427-2742

Name: MCLENNAN ROSS LLP

Create Date: 2023-09-06

Address: 600, 12220 STONY PLAIN ROAD
EDMONTON, ALBERTA
T5N3Y4

Account or Party Code: A061484

Return By Call Box

Call Box Number: E107

Customer File Number:

20231671/SRN/RTT

Name of Requester:

SHAWNA NASH

Last Registration Number:

Telephone Number:

780-482-9120

Email Address:

SNASH@MROSS.COM

Customer's Special Instructions:

No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	LAPSE - CAVEAT	122280532 122280532001 122280532002 122280532003		

This DRR will not appear in the Pending Registration Queue (PRQ) until Land Titles receives a printed copy of this DRR with the original documents or the RR is electronically submitted through Alberta Land Titles Online (ALTO). Please note that any errors or omissions may result in loss of priority in the PRQ.

This information is being collected for the purposes of land titles records in accordance with the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information And Protection of Privacy Co-ordinator for Service Alberta, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

Refunds of overpayments will not be issued if less than \$5.00.

Statutory Declaration
In the Matter of Lapsing a Caveat
(Section 138 of the Land Titles Act)

I, **RYAN TRAINER**, Barrister and Solicitor, of 600, 12220 Stony Plain Road, Edmonton, Alberta, T5N 3Y4,

DO SOLEMNLY DECLARE THAT:

1. Caveat Number **162 232 022** was registered on **AUGUST 24, 2016**, against the title to the land described in Schedule "A" hereto.
2. I am the agent for **MNP Ltd., Receiver and Manager of 112 Street NW Edmonton Partners GP Inc., by its general partner 112 Street NW Edmonton Partners GP Inc., and 112 Street NW Edmonton Partners GP Inc.**, which has an interest in the above land by virtue of being the Receiver and Manager of the owner of the land.
3. Attached to this declaration and marked as an exhibit is a copy of the notice to take proceedings on the caveat (Exhibit "A").
4. Service of Exhibit "A" was effected on the Caveator by registered mail (60 days) on **June 21, 2023**, as evidenced by the proof of service attached to this declaration and marked as Exhibit "B".
5. The 60 day period prescribed by section 138(1) of the Land Titles Act for commencing proceedings and filing a certificate of lis pendens with the Registrar has expired.
6. I request that the caveat described above be removed from the certificate of title.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED before me at Edmonton,)
 Alberta, on September 6th, 2023.)
)
)
)
)
)
)
)
)
)

A Commissioner for Oaths in and for the Province of Alberta



RYAN TRAINER

THERESA CSANDL
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires Aug. 22, 2024

SCHEDULE "A"

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

MCLENNAN ROSS

LEGAL COUNSEL

Our File Reference: 20231671

May 29, 2023

Ryan Trainer
ryan.trainer@mross.com
Direct 780.482.9153

Lynae Anderson, Assistant
lynae.anderson@mross.com
Direct 780.482.9162

Fax 780.733.9716

PLEASE REFER TO EDMONTON OFFICE

SENT BY REGISTERED MAIL

Compass Centre for Sexual Wellness
50, 9912 - 106 Street
Edmonton AB T5K 1C5

Re: **Compass Centre for Sexual Wellness Caveat No. 162 232 022**
Lands: NB; 12; 61, 62, 63
Owner: 112 Street NW Edmonton Partners GP Inc.

We are the solicitors for the Receiver and Manager of the above-noted owner and enclose a Notice to Caveator to Take Proceedings on Caveat in reference to your Caveat registered against the Lands. Kindly govern yourself accordingly.

Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact us.

Yours truly,



RYAN TRAINER

/srn

Encl.

20231671 - 4133-3402-2727 v.1

This is Exhibit "A" referred to in the
Affidavit of RYAN TRAINER
Sworn before me this 19 day of
September 2023.

A Commissioner for Oaths in and
for the Province of Alberta

THERESA CSANDL

A Commissioner for Oaths
in and for Alberta

My Commission Expires Aug. 22, 2025

Edmonton
600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Telephone 780 432 9200
Facsimile 780 482 9100
Toll-free 800 567 9200

Calgary
1900 Eau Claire Tower
600 - 3rd Avenue SW
Calgary, AB T2P 0G5
Telephone 403 543 9120
Facsimile 403 543 9150
Toll-free 888 543 9120

Yellowknife
301 Nunasi Building
5109 - 48th Street
Yellowknife, NT X1A 1N5
Telephone 867 766 7677
Facsimile 867 766 7678
Toll-free 888 836 6684

mross.com

FORM 29
LAND TITLES ACT
(Section 138)

NOTICE TO CAVEATOR TO TAKE PROCEEDINGS ON CAVEAT

Take notice that the Caveat, Instrument Number **162 232 022**, filed by you in the Land Titles Office on **AUGUST 24, 2016**, forbidding the registration of any person as transferee or owner of, or of any instrument affecting the estate or interest claimed in your Caveat in respect of the lands described on Schedule "A" attached hereto, unless the Certificates of Title are expressed to be subject to your claim, will cease to have any effect after the expiration of 60 days following the date on which this notice is served or sent to you by registered mail, unless in the meantime:

- a. you take proceedings in Court on your Caveat to substantiate the interest claimed by you in the above land, and
- b. you file a Certificate of Lis Pendens with the Registrar of the North Alberta Land Registration District.

THIS NOTICE IS GIVEN PURSUANT TO SECTION 138 OF THE LAND TITLES ACT.

Dated at Edmonton, Alberta, this 29th day of May, 2023.

To: **COMPASS CENTRE FOR SEXUAL WELLNESS**
50, 9912 - 106 Street
Edmonton AB T5K 1C5



RYAN TRAINER

As Agent for MNP Ltd., Receiver and Manager of 112 Street NW Edmonton Partners GP Inc., by its general partner 112 Street NW Edmonton Partners GP Inc., and 112 Street NW Edmonton Partners GP Inc., being the current registered owner of the above noted property

SCHEDULE "A"

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

FILE NO. 2023/671 RTT/

DATE: June 20/2023

Security or Registered
Receipt (Bulk)

This receipt is necessary if enquiry is desired
Fragile and perishable articles are not indemnified
against damage. Indemnity and loss information
is available on request from your Postal Outlet.

Récépissé (en nombre)
Sécurité ou Recommandé

À produire en cas de réclamation.
Aucune indemnité ne sera versée pour l'avarie d'un objet fragile
ou périssable. Vous pouvez obtenir des renseignements sur
indemnités et les droits à votre installation postale.

Sender

Expéditeur

McLENNAN ROSS
600, 12220 STONY PLAIN ROAD
EDMONTON, ALBERTA T5N 3Y4

Sender Instructions

Note: Bulk Receipt is to be completed for 3 or more items. Present mailings at any Postal Outlet.

- A Complete and remove customer receipt.
- B Remove paper backing from receipt.
- C Affix receipt to this form.
- D Remove bottom bar code and affix to "Trace Mail Data Capture Document"
- E Remove paper backing from label.
- F Apply label to envelope.

Instructions pour l'expéditeur

Avis: Récépissé en nombre, pour 3 items ou plus. Doit être complété avant de déposer à l'installation postale.

- A Remplissez et retirez le récépissé du pli.
- B Retirez la pellicule protectrice du récép.
- C Collez le récépissé sur cette formule.
- D Retirez le code à barres du bas et l'afixez sur le "Document de saisie des données pour le courrier repérable."
- E Retirez la pellicule de l'étiquette.
- F Collez l'étiquette sur l'enveloppe.



REGISTERED
DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ
RÉGIME INTÉRIEUR
REÇU DU CLIENT



Parlee Malawo LLP
c/o Compass Centre Sor Sa
Address: 50, 9912 - 106 Street
Edmonton, AB T5K 1C5



CPC Tracking Number: RN 432 244 963 CA

33-086-504 (17-12)



		(3)
		(6)
		(9)
	<p>This is Exhibit "B" referred to in the Affidavit of <u>[Signature]</u> Sworn before me this <u>6</u> day of <u>September</u> 20<u>23</u></p> <p>A Commissioner for Oaths in and for the Province of Alberta</p>	(12)
	<p>THERESA CSANDL Commissioner for Oaths in and for Alberta My Commission Expires Aug. 22, 20<u>25</u></p>	(15)



Date: 2023/06/26

Dear Sir or Madam:

Madame, Monsieur,

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Vous trouverez ci-dessous la date de la livraison et la signature de la personne qui a accepté l'envoi sous mentionné:

Tracking Number	Numéro de repérage
RN432244963CA	
Product Name	Nom du produit
REG DOMESTIC / COURRIER RECOMMANDE REGIME INTERIEUR	
Reference Number 1	Numéro de référence 1
Not Applicable / Sans objet	
Reference Number 2	Numéro de référence 2
Not Applicable / Sans objet	
Delivery Date (yyyy/mm/dd)	Date de livraison (aaaa/mm/jj)
2023/06/21	
Signatory Name	Nom du signataire
B LYONS	
Signature	Signature

Yours sincerely,

Salutations distinguées,

Customer Relationship Network
1-888-550-6333

(from outside of Canada 1 416-979-8822)

This copy confirms the delivery date and signature of the individual who accepted and signed for the item in question.

Réseau des relations avec la clientèle
1-888-550-6333

(de l'extérieur du Canada 1 416 979-8822)

Cette information confirme la date de livraison ainsi que la signature de la personne qui a accepté les envois sous mentionnés.

Ryan Trainer

From: Phyllis Yacyshyn <pyacyshyn@parlee.com>
Sent: Wednesday, June 21, 2023 1:27 PM
To: Ryan Trainer
Cc: Lynae Anderson
Subject: Compass Centre for Sexual Wellness Caveat #162 232 022
Attachments: 999999_3979_20230621_13223579678.PDF

Notice: External Email

Hello Mr. Trainer and Lynae,

We acknowledge receipt of the attached.

Please provide us with copies of the following:

1. current Land Title Certificate; and
2. Caveat #162 232 022.

Thank you,

Phyllis Yacyshyn | Real Estate Paralegal



1700 Enbridge Centre, 10175-101 Street NW, Edmonton, Alberta T5J 0H3
Direct: 780.423.8679 | Fax: 780.423.2870 | Email: pyacyshyn@parlee.com

LEGAL NOTICE: The information contained in this email (including any attachments) is: (a) confidential, proprietary and subject to copyright, and may be subject to solicitor/client privilege, all such rights being reserved and not waived, and (b) intended only for the use of the named recipient(s). If you have received this communication in error, please notify us immediately by return email or telephone and delete all copies of the original message. If you are not an intended recipient, you are advised that copying, forwarding or other distribution of this email is prohibited. Thank you

APPENDIX H

**Interim Statement of Receipts and Disbursements for the period
of May 9, 2023 to October 5, 2023**

Estate No: 24-116309

**In the Matter of the Receivership 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.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of May 9, 2023 to October 5, 2023**

Receipts	\$'s
Cash - transfer from Canderel operating account	375,000
GST refunds	3,552
Interest	946
	379,498
Disbursements	
Receiver's fees	64,990
Legal fees	28,422
Conversion Report	15,000
Repair and maintenance	9,065
GST paid	5,877
Administrative costs (filing fees, license fees, postage)	396
	123,750
Funds Held In Trust	255,748
Funds In Canderel Operating Account As At October 5, 2023	148,799
Total Funds	404,547

MNP Ltd.

Receiver 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.

APPENDIX I

A copy of the Fee Affidavit of Kristin Gray

Clerk's stamp:

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

FEE AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver:
MNP Ltd.
Suite 1300, MNP Tower
10235 – 101 Street NW
Edmonton, AB, Canada T5J 3G1
Attention: Kristin Gray
Phone: 780.705.0073 Fax: 780.409.5415
kristin.gray@mnp.ca

Counsel:
McLennan Ross LLP
600 McLennan Ross Building
12220 Stony Plain Road NW
Edmonton, AB, Canada T5N 3Y4
Attention: Ryan Trainer
Phone: 780.482.9153 Fax: 780.482.9100
ryan.trainer@mross.com

**AFFIDAVIT OF KRISTIN GRAY
SWORN ON OCTOBER 10, 2023**

I, Kristin Gray, CPA, CA, CIRP, LIT of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a Senior Vice-President with MNP Ltd., Receiver Manager 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 "**Receiver**") and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. MNP Ltd. was appointed Receiver Manager 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. pursuant to the Order of the Honourable Justice Lema of the Alberta Court of King's Bench dated May 9, 2023 (the "**Receivership**").

3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 10 years of experience in the area of Insolvency and Restructuring and have been handling the day-to-day administrative work in relation to the Receivership.

4. With respect to Receiver's accounts covering fees and disbursements incurred by the Receiver for the period May 9, 2023, to August 31, 2023, which accounts are contained herein as **Exhibit "A"** (the "**Accounts**"):

(a) The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;

(b) The hourly rate for each and every individual employee of the Receiver who completed work in regard to the Receivership (the "**Hourly Rates**"), including Non – Professional staff is as follows:

The MNP Ltd. team:

(i) Kristin Gray, Senior Vice-President and Licensed Insolvency Trustee - \$575/600;

(ii) Karen Aylward, Vice-President and Licensed Insolvency Trustee - \$560

(iii) Steven Barlott, Senior Consultant - \$320/350;

(iv) Rebecca Namiro, Administration (Non-Professional) - \$244;

(v) Isobel Smith, Administration (Non-Professional) - \$205/216;

(vi) Liz Zhang, Administration (Non-Professional) - \$216; and

(c) I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accountant firms within the city of Edmonton of equivalent competence and expertise in the insolvency area.

5. With respect to the Receiver's independent legal counsel, McLennan Ross LLP ("**McLennan Ross**"), accounts covering fees and disbursements incurred by counsel for the period April 27, 2023, to September 6, 2023, which accounts are contained herein as **Exhibit "B"** (the "**McLennan Ross Accounts**"):

(a) The McLennan Ross Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;

(b) The hourly rate for each and every individual employee of the Receiver's independent legal counsel who completed work in regard to the Receivership (the "**McLennan Ross Hourly Rates**"), including Non – Professional staff is as follows:

The McLennan Ross team:

(i) Charles P. Russell, K.C., Partner - \$675;

(ii) Ryan Trainer, Partner - \$400;

(iii) Stephanie Moeck, Associate - \$330;

(iv) Marco V. Marrelli, Associate - \$325;

- (v) Lydia Roseman, Associate - \$305;
 - (vi) Elisa Rabello, Associate - \$265;
 - (vii) Aaron Mann, Articling Student - \$245;
 - (viii) Jollena Hancen, Paralegal - \$225;
 - (ix) Shawna Riczu-Nash, Paralegal - \$225;
 - (x) Nancy Ryan, Paralegal - \$135;
 - (xi) Whitney Smith, Paralegal - \$135;
- (c) I submit that the McLennan Ross Hourly Rates are reasonable and comparable to the hourly rates of other law firms within the city of Edmonton of equivalent competence and expertise in the insolvency area; and
- (d) The disbursements contained within the McLennan Ross Accounts totaling \$336 are comprised of:
- (i) Land Title Search of \$120;
 - (ii) Printing and scanning fees of \$114;
 - (iii) Search fees (PPR and Corporate) of \$67; and,
 - (iv) Postage and Delivery fees of \$35.

6. I make this Affidavit in support of the application to approve the fees, disbursements, and GST of \$68,308.48 which have been rendered by MNP Ltd., and to approve the fees, disbursements, other charges, and GST of \$29,842.83 which have been rendered by McLennan Ross, within this Action.

SWORN before me at the City of
Edmonton, in the Province of Alberta, this
10th day of October 2023.



A Commissioner for Oaths in and for the
Province of Alberta

Jolene Heather Kay Reinhardt

A Commissioner for Oaths
in and for Alberta

My Commission Expires January 21, 2025



Kristin Gray, CPA, CA, CIRP, LIT
Senior Vice-President

EXHIBIT A

Copies of the Receiver's Invoices

This is Exhibit " A " referred to
in the Affidavit of

KRISTIN GRAY

Sworn before me this 10 day

of OCTOBER, 2023


.....
A Commissioner for Oaths in and for Alberta

Jolene Heather Kay Reinhardt
A Commissioner for Oaths
in and for Alberta
My Commission Expires January 21, 2025

In the Matter of the Receivership 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.

Summary of Receiver's Fees

For the period of May 9, 2023, to August 31, 2023

Period	Invoice	Fees	Disbursements	GST	Total
May 9, 2023 to May 31, 2023	11098790	23,391.00	56.26	1,172.36	24,619.62
June 1, 2023 to June 30, 2023	11139901	24,082.40	9.84	1,204.61	25,296.85
July 1, 2023 to July 31, 2023	11183620	8,517.80	-	425.89	8,943.69
August 1, 2023 to August 31, 2023	11231221	8,998.40	-	449.92	9,448.32
		64,989.60	66.10	3,252.78	68,308.48

June 20, 2023

Addenda Capital Inc.
c/o Borden Ladner Gervais LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

**Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619**

Please find enclosed our Invoice No. 11098790 for professional services rendered for the period of May 9, 2023, to May 31, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.

**Receiver 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.**

Per:


Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

June 20, 2023

Invoice No: 11098790
GST No: 10369 7215

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period May 9, 2023, to May 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
09-May-2023	SB	Review application materials; Discussion with Kristin Gray regarding the file and next steps; Prepare request for information letter to Canderel Management ("Canderel"); Prepare a letter to tenants regarding Receivership;	5.00	1,600.00
09-May-2023	IS	Set up the file in MPM;	.20	41.00
09-May-2023	KG	Review application materials; Attend application to appoint a Receiver; Various correspondence with Jack Maslen of Borden Ladner Gervais LLP ("BLG") regarding the appointment, property management services, and next steps; Review Canderel's Notice of Termination; Give instructions to Steven Barlott to prepare a request for information; Email correspondence to JLL Canada ("JLL") regarding a proposal for property management services; Edits to the Notice to Tenants;	2.10	1,207.50
10-May-2023	SB	Review documents and information provided including contracts, and tenant information; Prepare Notice and Statement of the Receiver ("Form 87");	5.50	1,760.00

10-May-2023	KG	Review AP listing; Correspondence to Canderel regarding critical payments; Call with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding urgent leasing issues; Review filed Order; Review website posting; Review memo from McLennan Ross on contract termination in respect of the Canderel contract; Coordinate calls with Canderel;	.60	345.00
11-May-2023	SB	Finalize correspondence to tenants regarding the Receivership, and send the same; Discussion with Red Seal regarding the status of possible new space and details of Receivership; Correspondence with Ashley Lundin of Canderel regarding a creditor listing and contact information;	3.50	1,120.00
11-May-2023	IS	Various edits to the Receiver's case website. Post various documents to the same;	.70	143.50
12-May-2023	SB	Prepare a letter for Canderel to provide to contractors and service providers regarding the Receivership; Call with Ashley Lundin, Kelly Almer, and Bryce Margetts all of Canderel regarding the payables process and payments going forward; Review weekly payables; Prepare website details and send the same to Isobel Smith for posting; Prepare utility listing and review utility contracts; Review various documents provided by Canderel; Various correspondence;	5.50	1,760.00
12-May-2023	IS	Website update; Create creditor listing;	1.00	205.00
12-May-2023	KG	Call with Canderel regarding critical payments, contractor agreements, upcoming repairs and maintenance projects, and the bank balance; Give instructions to Steven Barlott regarding insurance, critical payments, and contractor agreements; Various correspondence regarding Dr. Spicer's, tenant, lease extension;	1.00	575.00

		Review and edits to creditor letter;		
15-May-2023	SB	Call with Bryce Margetts of Canderel and Ryan Trainer of McLennan Ross regarding next steps; Various correspondence; Call with JLL regarding a property management proposal; Correspondence with Neil Miller of Triovest Realty Advisors ("Triovest") regarding a property management proposal;	2.50	800.00
15-May-2023	IS	Edits to the creditor listing. Provide the same to Kristin Gray for review;	.50	102.50
15-May-2023	KG	Call with JLL regarding a property management proposal; Call with Canderel regarding their role going forward and the payables processes; Review utility and service agreements. Correspondence with Ryan Trainer of McLennan Ross regarding the same; Review CRA accounts; Review Canderel management agreement; Review proposed projects and provide approval of such to Kelly Almer of Canderel; Correspondence to Ardi Pradana of Addenda Capital Inc. ("Addenda") regarding building schematics; Correspondence with Kelly Almer of Canderel regarding the Request for Proposal ("RFP") process going forward;	2.40	1,380.00
16-May-2023	SB	Review 2022 Operating Cost Recoveries; Review various correspondence; Correspondence with Ryan Trainer of McLennan Ross regarding the requested Non-Disclosure Agreement ("NDA") Changes by Triovest;	1.50	480.00
16-May-2023	IS	Finalize Form 87; Execute mail out of Form 87. Prepare and swear mailing affidavit for the same; File Form 87 with the Office of the Superintendent of Bankruptcy ("OSB"). Various correspondence regarding the same; Various correspondence with VersaBank regarding opening a bank account;	1.50	307.50
16-May-2023	KG	Review insurance policy; Review rent roll and forward to Ryan Trainer of McLennan Ross; Review NDA; Correspondence with Blair Willie of Bishop McKenzie LLP regarding the Legal	1.60	920.00

		<p>Resource Centre; Correspondence with Ryan Trainer of McLennan Ross regarding Dr. Spicer, tenant, rent; Review and finalize Form 87; Call Kipling Realty Management Inc. ("Kipling") regarding property management; Send NDAs to JLL and Triovest;</p>		
17-May-2023	SB	<p>Meeting with Ashley Lundin and Kelly Almer of Canderel Management regarding the payables process and building tour; Various correspondence;</p>	3.00	960.00
17-May-2023	KG	<p>Various correspondence with Canderel and BFL CANADA Insurance Services Inc. ("BFL") regarding insurance coverage; Email correspondence to Tony Thompson of HUB International Insurance ("HUB") regarding a quote for insurance coverage; Review Building Conditional Assessment ("BCA") report for building specifications to send to HUB. Meet with Steven Barlott to discuss payable procedures and building operations; Various correspondence with Triovest regarding changes to the NDA; Various correspondence with the OSB regarding Form 87; Coordinate a lender site visit. Execute CRA AUT-01 form;</p>	2.00	1,150.00
18-May-2023	SB	<p>Review weekly payables; Draft correspondence to send to current suppliers regarding Receivership; Various correspondence;</p>	2.30	736.00
18-May-2023	IS	<p>Various estate banking tasks;</p>	.20	41.00
18-May-2023	KG	<p>Various correspondence with Ryan Trainer of McLennan Ross regarding Canderel's role going forward; Follow up call with Tony Thompson of HUB on insurance needs and timeline; Review updated insurance certificates; Receive and consider correspondence from Ryan Trainer of McLennan Ross in respect of the strategy with the month-to-month leases; Execute Triovest NDA. Forward financial information for the proposal; Email correspondence to Dan Nyguen of Kipling;</p>	1.00	575.00

19-May-2023	SB	Review current contracts; Summarize and send utility contracts to Ryan Trainer of McLennan Ross; Various correspondence with contractors and tenants;	2.00	640.00
19-May-2023	KG	Execute Kipling NDA. Forward financial information for purposes of preparing a proposal;	.20	115.00
23-May-2023	SB	Correspondence with Kelly Almer of Canderel regarding keys and building access; Correspondence with Neil Miller and Olympia Trencovski of Trio Vest regarding a proposal for property management services; Draft email correspondence to contractors regarding Receivership; Correspondence with Dr. Johanna Magathan, tenant, regarding the Receivership and payment of rent; Various correspondence;	2.00	640.00
23-May-2023	KG	Review and approve correspondence to service providers; Correspondence with Ryan Trainer of McLennan Ross regarding the continuation of Canderel property management; Receive correspondence from Taylor Riar of Colliers International ("Colliers") regarding leasing interest; Receive correspondence from tenants regarding payment of June rent;	.60	345.00
24-May-2023	SB	Tour Property with Ardi Pradana, Adam Kot, and Savvas Pallaris all of Addenda;	3.00	960.00
24-May-2023	KG	Correspondence with Addenda regarding the Property tour, a timeline for broker proposals, property management, and appraisal; Execute JLL NDA; Review broker NDA; Review the updated insurance certificate;	.70	402.50
26-May-2023	SB	Review weekly payables; Various correspondence;	.80	256.00
26-May-2023	KG	Email correspondence to JLL and Altus Group ("Altus") regarding a quote for an appraisal;	.50	287.50
29-May-2023	SB	Meet with Olympia Trencovski and Bert Boulet of Trio Vest at the Property to do a walk-through for the property management proposal; Request updated details on the Property	3.00	960.00

		business license from the City of Edmonton; Various correspondence;		
29-May-2023	IS	Post website update;	.40	82.00
29-May-2023	KG	Correspondence with Steven Barlott regarding various weekly payables;	.20	115.00
30-May-2023	SB	Correspondence regarding pre-receivership payables; Correspondence regarding building property management proposals; Correspondence with the City of Edmonton regarding the Property business license renewal;	.50	160.00
30-May-2023	KG	Call with John Farmer of Altus regarding the appraisal; Review the cancellation clause in the Canderel agreement an discussions with Ryan Trainer of McLennan Ross regarding the same; Email correspondence to Jack Maslen of BLG regarding mortgage payments on the go forward; Review JLL and Kipling management proposals;	1.00	575.00
31-May-2023	SB	Prepare Request for Proposals for listing and marketing building for sale, finalize, and send to JLL, NAI Commercial, Marcus Millichap, Colliers, and Avison Young; Review of building plans and drawings provided by Canderel; Correspondence with Matthew Ross of Bee Clean Building Maintenance ("Bee Clean") regarding building janitorial; Correspondence with Jen Armstrong of Realty Unleashed Inc. regarding lease amendments and renewals; Various correspondence with Canderel;	3.70	1,184.00
31-May-2023	KG	Review and edits to RFP; Prepare broker distribution list; Email correspondence to JLL regarding the appraisal quote; Review appraisal quote; Various email correspondence from brokers regarding the RFP;	.80	460.00
TOTAL			63.00	23,391.00

INVOICE SUMMARY

PROFESSIONAL FEES		\$23,391.00
DISBURSEMENTS		
Postage on Form 87 Mailout	<u>56.26</u>	56.26
GST on Professional Fees	1,169.55	
GST on Taxable Disbursements	<u>2.81</u>	1,172.36
TOTAL THIS INVOICE		<u>\$24,619.62</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period May 9, 2023, to May 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	14.70	575.00	8,452.50
Steven Barlott	Senior Consultant	43.80	320.00	14,016.00
Isobel Smith	Administration	4.50	205.00	922.50
Time Billed		63.00	371.29 *	23,391.00

(*Average)

July 18, 2023

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

**Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619**

Please find enclosed our Invoice No. 11139901 for professional services rendered for the period of June 1, 2023, to June 30, 2023, which we trust you will find in order.


If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.

**Receiver 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.**

Per:


Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

July 18, 2023

Invoice No: 11139901
GST No: 10369 7215

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period June 1, 2023, to June 30, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Jun-2023	SB	Prepare document package for real estate brokers;	1.50	525.00
02-Jun-2023	SB	Review and execute Confidentiality and Non-Disclosure Agreements with JLL Canada ("JLL") and Colliers International ("Colliers") and send the broker data room link;	.50	175.00
05-Jun-2023	SB	Review and execute Confidentiality and Non-Disclosure Agreements with Avison Young ("AY") and NAI Commercial ("NAI") and send the broker data room link; Review and approve payables from Canderel Management (West) Inc. ("Canderel"); Review correspondence from Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding Offer to Purchase ("OTP"), utility contracts, and leases; Various correspondence with Canderel regarding building management and maintenance;	2.20	770.00
06-Jun-2023	SB	Correspondence with Andrew Simpson of JLL regarding a tour of the Property; Correspondence with Canderel regarding outstanding tenant improvement items; Correspondence with Canderel regarding	2.30	805.00

		June rent roll and current bank account balance, review of the same;		
07-Jun-2023	KG	Call with Ryan Trainer of McLennan Ross regarding the utility contracts, Canderel management agreement, OTPs, and month-to-month lease arrangements; Review the June rent roll and bank reconciliation; Forward the insurance certificate to Addenda Capital Inc. ("Addenda"); Correspondence with Canderel regarding remaining work on tenant spaces and amounts owed to All Pro Construction ("All Pro"); Review and approve the June maintenance projects;	1.30	780.00
08-Jun-2023	SB	Meet with Andrew Simpson and the team from JLL to tour the Property; Discussion with Matthew Killeen of Kopar Administration Ltd. regarding outstanding tenant improvements; Correspondence with the City of Edmonton regarding business license; Review various correspondence;	3.00	1,050.00
09-Jun-2023	SB	Prepare interim cashflow to November 30, 2023, review and edits to the same with Kristin Gray; Review of outstanding invoices to Canderel, discussion with Kristin Gray regarding the same; Review and approval of weekly payables from Canderel; Review and execute the Confidentiality and Non-Disclosure Agreements with Marcus & Millichap and send the broker data room link; Various correspondence;	4.00	1,400.00
09-Jun-2023	KG	Review the draft Sale and Vesting Order ("SAVO"); Review and edits to cash flow to November 30, 2023; Prepare an update email to Addenda regarding property management, tenants, banking, cash flow, and market timeline;	1.70	1,020.00
12-Jun-2023	SB	Correspondence with the City of Edmonton regarding the business license renewal for the Company;	1.00	350.00

		Discussion with Kristin Gray regarding outstanding Canderel invoices;		
		Review and approve upcoming maintenance-related projects from Canderel;		
		Various correspondence;		
12-Jun-2023	IS	Various correspondence with Steven Barlott regarding wire transfer instructions;	.20	43.20
12-Jun-2023	KG	Email correspondence to BFL CANADA Risk and Insurance Services ("BFL") regarding changes to the insurance certificates;	1.20	720.00
		Review weekly payables;		
		Finalize summary of outstanding invoices issued by Canderel and forward to Ryan Trainer of McLennan Ross;		
		Approve June maintenance projects;		
		Review Addenda security opinion;		
13-Jun-2023	SB	Draft correspondence to Canderel regarding the transfer of funds to the Receiver's account;	1.20	420.00
		Correspondence with Ashley Lundin of Canderel regarding the CRA accounts;		
		Correspondence with Reed Newnham of AY regarding a Property tour;		
13-Jun-2023	IS	Review GST filing information received. Update tax summary for the same;	.40	86.40
13-Jun-2023	KG	Correspondence regarding the Request for Proposal ("RFP") tours;	.20	120.00
		Review correspondence regarding the sweep of funds in Canderel's account;		
14-Jun-2023	SB	Meet with Reed Newnham and the team of AY to tour the Property;	2.50	875.00
		Correspondence with Edmonton Elevator regarding the Receivership;		
		Correspondence with Ashley Lundin of Canderel regarding the GST account, returns, and prorated payment of Canderel invoices;		
14-Jun-2023	IS	Various correspondence with Steven Barlott regarding online access to the Companies CRA accounts;	.30	64.80
14-Jun-2023	IS	Prepare and edit miscellaneous correspondence;	1.50	324.00

14-Jun-2023	KG	Correspondence with Ashley Lundin of Canderel regarding GST reporting periods and the RT0002 account;	.20	120.00
15-Jun-2023	SB	Review April 2023 and May 2023 Operations Report from Canderel; Review miscellaneous correspondence; Correspondence with Bee-Clean Building Maintenance regarding janitorial services at the Property;	2.30	805.00
15-Jun-2023	IS	Correspondence with the CRA regarding the RT0002 GST Accounts; Various correspondence with Steven Barlott;	1.00	216.00
15-Jun-2023	KG	Correspondence with JLL and Canderel regarding various capital projects; Review recommendations in the past roof, HVAC, and elevator reports.	.20	120
16-Jun-2023	SB	Correspondence with JLL and AY regarding capital expenses at the Property; Correspondence with Dr. Thamarai Moorthy of Resolve Wellness, tenant, regarding suite 704 deficiencies;	1.00	350.00
16-Jun-2023	KG	Edit correspondence to Canderel regarding the property management agreement; Review outstanding invoices; Correspondence to JLL regarding capital projects; Follow up with Canderel regarding the request to sweep bank account funds. Correspondence with Steven Barlott regarding the same;	.40	240.00
19-Jun-2023	SB	Review listing proposals from AY, JLL, NAI, Colliers, and Marcus & Millichap; Review and approve weekly payables; Correspondence with Ryan Trainer of McLennan Ross regarding the Dr. Magathan lease;	3.00	1,050.00
19-Jun-2023	IS	Various correspondence with the Company regarding wire instructions;	.40	86.40
19-Jun-2023	KG	Review listing proposals from JLL, AY, Colliers, NAI, and Marcus & Millichap; Summarize proposals; Correspondence to BFL and Canderel regarding payment of the insurance renewal and minimum retained; Edit and finalize various correspondence; Correspondence to Kipling Realty	3.00	1,800.00

		Management Inc. ("Kipling") regarding property management; Email correspondence to Chat Brennand of Canderel for Dr. Magathan's contact details; Coordinate proposal presentation with AY and JLL;		
20-Jun-2023	SB	Discuss sale proposals with Kristin Gray and overall strategy; Meet with AY regarding their proposal; Meet with JLL regarding their proposal; Various correspondence; Correspondence with Dr. Thamarai Moorthy of Resolve Wellness Psychology regarding suite deficiencies;	3.00	1,050.00
20-Jun-2023	IS	Edit and finalize various correspondence; Various estate banking tasks;	.50	108.00
20-Jun-2023	KG	Discuss sale proposals with Steven Barlott and overall strategy; Meet with AY regarding their proposal; Meet with JLL regarding their proposal;	2.00	1,200.00
21-Jun-2023	SB	Listing proposal call with Colliers; Draft Listing Proposal Memo to Addenda; Correspondence with Neil Miller of Triovest Realty Advisors ("Triovest") regarding building management;	4.50	1,575.00
21-Jun-2023	IS	Post funds received to Ascend. Various banking tasks regarding the same;	.30	64.80
22-Jun-2023	SB	Draft Listing Proposal Memo;	3.00	1,050.00
22-Jun-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Various banking tasks relating to the same; Various correspondence with Ashley Lundin of Canderel regarding the RT0002 GST account; Send miscellaneous correspondence to the Companies;	.80	172.80
22-Jun-2023	KG	Review amended AY Proposal; Call with Andrew Simpson of JLL regarding the Canderel lease and impact on the price; Correspondence regarding the RT0002 access code; Follow up with All Pro on outstanding deficiency work; Various email correspondence to Ken Newell of Kopar Administration regarding the outstanding work in their suite; Approve quote for deficiency work from All	1.00	600.00

		Pro; Review the proposed Canderel agreement and respond to inquiries from Ryan Trainer of McLennan Ross;		
23-Jun-2023	SB	Call with Dr. Thamarai Moorthy of Resolve Wellness Psychology regarding suite deficiencies and issues with building elevators; Review and edits to Listing Proposal Memo with Kristin Gray, send same to Ryan Trainer of McLennan Ross for review; Various correspondence;	2.50	875.00
23-Jun-2023	KG	Review updated JLL proposal; Correspondence with Ryan Trainer of McLennan Ross regarding the Proposal strategy; Correspondence to All Pro to confirm the scope of work and payment terms; Edit and finalize proposal summary and recommendation memo to Addenda;	2.30	1,380.00
26-Jun-2023	SB	Review and approve weekly payables; Prepare appendices and finalize memo to Addenda;	2.00	700.00
26-Jun-2023	KG	Review comments from Ryan Trainer of McLennan Ross on the proposal summary memo; Finalize memo to Addenda; Email correspondence to Ashley Lundin of Canderel regarding pre-filing GST; Review the McLennan Ross comments on the Paladin Security contract. Email correspondence to Kelly Almer of Canderel regarding the same;	.50	300.00
27-Jun-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail; Various correspondence with Canderel regarding the filing period for the RT0002; Post funds received to Ascend. Arrange deposit of the same;	1.00	216.00
27-Jun-2023	KG	Correspondence regarding the RT0002 GST filing period; Review the amended Paladin Security agreement. Execute the same; Call with Ryan Trainer of McLennan Ross regarding the Canderel agreement and month-to-month leases;	.50	300.00

28-Jun-2023	SB	Call with Lorenz Jerlich of All Pro regarding the completion of deficiencies in Suites 704 and 904, correspondence with Canderel and the tenants regarding the same;	.50	175.00
-------------	----	--	-----	--------

TOTAL			60.90	24,082.40
--------------	--	--	--------------	------------------

INVOICE SUMMARY

PROFESSIONAL FEES		\$24,082.40
DISBURSEMENTS		
Parking	9.84	9.84
GST on Professional Fees	1,204.12	
GST on Taxable Disbursements	0.49	
		1,204.61
TOTAL THIS INVOICE		<u>\$25,296.85</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period June 1, 2023, to June 30, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	14.50	600.00	8,700.00
Steven Barlott	Senior Consultant	40.00	350.00	14,000.00
Isobel Smith	Administration	6.40	216.00	1,382.40
Time Billed		60.90	395.44 *	24,082.40

(*Average)

August 21, 2023

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

**Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619**

Please find enclosed our Invoice No. 11183620 for professional services rendered for the period of July 1, 2023, to July 31, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.

**Receiver 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.**

Per:



Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

August 21, 2023

Invoice No: 11183620
GST No: 10369 7215

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period July 1, 2023, to July 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
04-Jul-2023	SB	Review and approve weekly payables; Various correspondence;	.50	175.00
05-Jul-2023	SB	Correspondence regarding the building elevators with Canderel Management (West) Inc. ("Canderel") and Dr. Thamarai Moorthy of Resolve Wellness;	.50	175.00
05-Jul-2023	KG	Review Edmonton Elevators cancellation notice. Correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding the same; Review elevator agreement;	.40	240.00
06-Jul-2023	SB	Correspondence with Addenda Capital Inc. ("Addenda") and Jack Maslen of Borden Ladner Gervais LLP ("BLG") regarding proposal discussion;	.20	70.00
07-Jul-2023	SB	Sales and Marketing Proposal discussion with Addenda and Jack Maslen of BLG; Various correspondence; Review and approve weekly payables from Canderel; Correspondence with Canderel regarding July rent;	1.50	525.00
07-Jul-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.20	43.20

07-Jul-2023	KG	Call with Addenda regarding sales and marketing proposals; Email correspondence with Ryan Trainer of McLennan Ross and Kelly Almer of Canderel regarding the elevator contract;	.70	420.00
10-Jul-2023	IS	Correspondence with the CRA regarding the RT0002 account. Update Steven Barlott regarding the same; Prepare and edit miscellaneous correspondence;	2.00	432.00
11-Jul-2023	SB	Call EPCOR regarding the current account, set up a new account, and add authorized users; Correspondence with Rick Wan of Telus regarding services at the Building; Email to Addenda regarding the amended commission structure from Avison Young ("AY");	1.00	350.00
11-Jul-2023	KG	Various correspondence with Reed Newman of AY and Ardi Pradana of Addenda regarding the list price and commission structure;	.50	300.00
12-Jul-2023	SB	Correspondence with AY regarding commission structure; Correspondence with Addenda regarding Adaptive Reuse/Conversion Study and AY commission; Various correspondence;	.70	245.00
12-Jul-2023	KG	Correspondence with AY regarding the form of the listing agreement and Dialog Design ("Dialog") introduction; Correspondence with Steven Barlott regarding the AY commission and Dialog Conversion Study report; Review draft Asset and Purchase Agreement ("APA");	.40	240.00
13-Jul-2023	SB	Correspondence with Colliers International ("Colliers"), Marcus & Millichap, Jones Land LaSalle IP, Inc. ("JLL"), and NAI Commercial ("NAI") regarding the selection of an alternate broker for the listing and sale of the Property; Correspondence with Neil Miller of Triovest Realty Advisors ("Triovest") regarding property management services; Discussion with Willem Kellerman of Dialog regarding the Conversion Study;	2.00	700.00

13-Jul-2023	KG	Call with Dialog regarding the Conversion Study; Call with AY regarding their listing proposal; Review and edit the AY listing agreement. Forward to Ryan Trainer of McLennan Ross for edit; Correspondence with Ryan Trainer of McLennan Ross regarding the APA and updates for AY; Give instructions to Steven Barlott regarding GST on professional fees to be included on Canderel's GST filing; Approve GST return;	1.00	600.00
14-Jul-2023	SB	Review and approve weekly payables;	.50	175.00
14-Jul-2023	KG	Review the McLennan Ross edits to the AY listing agreement. Forward to AY;	.20	120.00
17-Jul-2023	SB	Correspondence with Willem Kellerman of Dialog regarding the Conversion Study; Correspondence with Fabiola Beach of Commissionaires regarding invoices; Review and edits to various correspondence;	1.20	420.00
17-Jul-2023	KG	Call with Bryce Margetts of Canderel regarding the listing, timeline for sale, and tenant/property management considerations; Correspondence with Ryan Trainer of McLennan Ross regarding various terms of the amending property management agreement; Execute AY Listing Agreement; Follow up on the status of the Edmonton Elevator contract;	.40	240.00
18-Jul-2023	SB	Correspondence with Lorenz Ehrlich of All Pro Construction ("All Pro") regarding deficiency repairs;	.30	105.00
18-Jul-2023	KG	Follow up on the status of the All Pro tenant improvement work; Edit and finalize various correspondence; Email correspondence to Ryan Trainer of McLennan Ross regarding the form of Offer to Purchase and Sale and Vesting Order ("SAVO");	.20	120.00
19-Jul-2023	SB	Review June monthly report for the building;	.50	175.00
19-Jul-2023	KG	Review updated APAs. Forward to AY; Review June operations summary;	.30	180.00

		Coordinate call with AY to discuss listing launch;		
21-Jul-2023	SB	Discussion with AY regarding leases and listing of Property;	.50	175.00
21-Jul-2023	KG	Call with AY regarding marketing strategy, listing launch timeline, leases, and Dialog Conversion Study report; Review and approve All Pro invoice; Review and approve various invoices for payment;	1.00	600.00
24-Jul-2023	SB	Correspondence with Willem Kellerman of Dialog, send drawings and related documents for Conversion Study; Correspondence with Erica Xu of Canderel regarding the June GST return; Correspondence with Kelly Almer of Canderel and Thamarai Moorthy of Resolve Wellness regarding suite deficiencies and follow up with Lorenz Ehrlich of All Pro regarding the same;	1.50	525.00
24-Jul-2023	IS	Post funds received to Ascend. Arrange deposit of the same; Various correspondence with Kristin Gray and Steven Barlott regarding the same;	.30	64.80
25-Jul-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.40	86.40
25-Jul-2023	KG	Email correspondence to Robert Boucher of Edmonton Elevator regarding extending the service contract on a monthly basis; Correspondence with Dialog regarding the timeline for the Conversion Study;	.50	300.00
27-Jul-2023	RN	Prepare bank reconciliation for June 2023;	.10	24.40
27-Jul-2023	SB	Review and approve June 2023 GST return and payment; Review the Dialog fee proposal and request edits;	.50	175.00
28-Jul-2023	KA	Review and approve June 2023 bank reconciliation;	.20	112.00
28-Jul-2023	KG	Call with Edmonton Elevators and Canderel regarding the elevator contract and extending on a monthly basis;	.30	180.00
31-Jul-2023	SB	Review and approve weekly payables;	.30	105.00

31-Jul-2023	KG	Review and approve Dialog engagement; Various correspondence regarding the timeline for the launch of the listing;	.20	120.00
	TOTAL		21.00	8,517.80

INVOICE SUMMARY

PROFESSIONAL FEES		\$8,517.80
GST on Professional Fees	425.89	
		425.89

TOTAL THIS INVOICE

\$8,943.69

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period July 1, 2023, to July 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	6.10	600.00	3,660.00
Karen Aylward	Vice President	0.20	560.00	112.00
Steven Barlott	Senior Consultant	11.70	350.00	4,095.00
Rebecca Namiiro	Administration	0.10	244.00	24.40
Isobel Smith	Administration	2.90	216.00	626.40
Time Billed		21.00	405.61 *	8,517.80

(*Average)



September 25, 2023

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

**Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619**

Please find enclosed our Invoice No. 11231221 for professional services rendered for the period of August 1, 2023, to August 31, 2023, which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours very truly,

MNP Ltd.

**Receiver 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.**

Per:

Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



September 25, 2023

Invoice No: 11231221
GST No: 10369 7215

Addenda Capital Inc.
c/o Borden Ladner Gervias LLP
1900, 520 3rd Avenue SW
Calgary, AB T2P 0R3

Attention: Jack R. Maslen

Re: In the Matter of the Receivership 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 "Companies")
Client Number: 1022619

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period August 1, 2023, to August 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Aug-2023	IS	Review GST ITC calculation. Send the same to Canderel for filing;	.20	43.20
01-Aug-2023	LZ	Prepare GST filing;	.20	43.20
02-Aug-2023	SB	Correspondence with Jeremy Deeks of CBRE regarding leasing; Review and execute Dialog fee proposal;	.50	175.00
02-Aug-2023	KG	Review the redline Canderel agreement. Provide edits to Ryan Trainer of McLennan Ross LLP ("McLennan Ross")	.50	300.00
04-Aug-2023	SB	Correspondence with Ashley Lundin of Canderel regarding August collection of rent and request Canderel Lease ledger for Ryan Trainer of McLennan Ross;	.30	105.00
08-Aug-2023	SB	Review and approve weekly payables; Correspondence with Ashley Lundin of Canderel regarding GST ITC's;	.70	245.00
09-Aug-2023	SB	Correspondence with Ashley Lundin and Kelly Almer both of Canderel regarding August rent collection and current bank balance;	.30	105.00
09-Aug-2023	IS	Send Canderel a copy of the All Pro Construction ("All Pro") Invoice;	.20	43.20

09-Aug-2023	KG	Review weekly payables and bank balances; Call with Ryan Trainer of McLennan Ross regarding the Canderel lease; Follow up with BFL on extended insurance coverage and updated certificates; Call with Addenda and Jack Maslen of BLG regarding the Canderel lease and property management agreement; Email updated insurance certificates to Addenda Capital Inc. ("Addenda"); Call with Reed Newnham of Avison Young ("AY") regarding the marketing timeline and update on Canderel;	1.20	720.00
10-Aug-2023	SB	Meet with Willem Kellerman and Patrick Lefebvre both of Dialog at the Property to tour for finalization of conversion study;	1.50	525.00
11-Aug-2023	SB	Review Dialog conversion study;	1.00	350.00
11-Aug-2023	KG	Discussion regarding the conversion site visit; Call with Kelly Almer of Canderel regarding the CAT 5 elevator testing; Follow up with Edmonton Elevators regarding continuing with the maintenance contract; Email correspondence to Canderel to tender the elevator contract; Review Dialog conversion study; Email correspondence to Addenda and AY; Call with AY regarding the marketing launch timeline;	1.30	780.00
14-Aug-2023	SB	Review and approve weekly payables; Send EPCOR bill to Ashley Lundin of Canderel; Review July Operations Report and financial statements;	1.00	350.00
14-Aug-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	216.00
15-Aug-2023	SB	Correspondence with Lorenz Ehrlich of All Pro regarding outstanding deficiencies;	.20	70.00
15-Aug-2023	KG	Call with Mike Wood of AEDARSA regarding the CAT 5 testing; Email correspondence to Canderel regarding correspondence with AEDARSA; Correspondence to Kelly Almer of Canderel regarding mid-year tenant adjustments for property taxes. Coordinate call with	.50	300.00

		Addenda and AY, Review July Canderel report;		
16-Aug-2023	SB	Review and edits to various correspondence;	.20	70.00
16-Aug-2023	KG	Call with Addenda and AY regarding the Dialog report; Email questions to AY regarding the incentive program; Email correspondence to Dialog regarding conversion questions; Call with Ryan Trainer of McLennan Ross regarding the Canderel lease, property management agreement, and timeline for listing;	1.20	720.00
18-Aug-2023	SB	Review and approval of weekly payables; Call with Taylor Riar of Colliers regarding the listing of the Property; Correspondence from Lorenz Ehrlich of All Pro regarding completion of deficiencies, email to Resolve Wellness regarding confirmation of the same;	1.00	350.00
21-Aug-2023	SB	Review and approve additional payables;	.20	70.00
21-Aug-2023	IS	Edit and finalize miscellaneous correspondence;	.50	108.00
21-Aug-2023	KG	Email correspondence with Canderel regarding contract renewals; Review weekly payables and bank balances;	.20	120.00
22-Aug-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	64.80
22-Aug-2023	KG	Email correspondence to Jack Maslen of BLG summarizing the elevator situation and options moving forward. Call with Ryan Trainer of McLennan Ross regarding the same; Review and approve invoices for payment. Sign cheques;	.70	420.00
23-Aug-2023	SB	Correspondence with Canderel regarding the current rent roll;	.10	35.00
23-Aug-2023	KG	Call with Bryce Margetts of Canderel regarding the property management agreement. Correspondence with Ryan Trainer of McLennan Ross regarding the same;	.50	300.00

24-Aug-2023	SB	Review current rent roll; Compile data room documents for AY for potential purchasers; Various correspondence;	1.00	350.00
25-Aug-2023	KG	Call with Jack Maslen of BLG and Ryan Trainer of McLennan Ross regarding the status of the listing and elevators; Follow up with Canderel on the elevator contract tender;	.50	300.00
28-Aug-2023	SB	Review and approve weekly payables;	.50	175.00
29-Aug-2023	SB	Review draft CIM;	1.00	350.00
29-Aug-2023	KG	Call with AY regarding the wording in marketing materials and launch approval. Call with Ryan Trainer of McLennan Ross regarding the same; Review weekly payables; Review and approve correspondence to AEDARSA; Review draft CIM;	.70	420.00
30-Aug-2023	SB	Review Avison Young listing brochure, and various correspondence regarding the same;	.50	175.00
30-Aug-2023	KG	Email correspondence to Reed Newnham of AY regarding proposed changes to the CIM and public brochure; Correspondence to Jack Maslen of Borden Ladner Gervais LLP ("BLG") regarding the timing of the listing; Review and approve final changes to the Canderel agreement;	.50	300.00
31-Aug-2023	KG	Review the final version of the marketing brochure and CIM; Review AY online listing; Review and edits to the Confidentiality Agreement; Email correspondence to Addenda and Jack Maslen of BLG regarding the listing; Give instructions for a website update;	.50	300.00
TOTAL			20.70	8,998.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$8,998.40
GST on Professional Fees	449.92	
		449.92
TOTAL THIS INVOICE		<u>\$9,448.32</u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period August 1, 2023, to August 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	8.30	600.00	4,980.00
Steven Barlott	Senior Consultant	10.00	350.00	3,500.00
Isobel Smith	Administration	2.20	216.00	475.20
Liz Zhang	Administration	0.20	216.00	43.20
Time Billed		20.70	434.71 *	8,998.40

(*Average)

EXHIBIT B

Copy of the Receiver's Legal Counsel Invoice

This is Exhibit " A " referred to
in the Affidavit of
KRISTIN GRAY
Sworn before me this 10 day
of OCTOBER, 2023
JR
A Commissioner for Oaths in and for Alberta

Jolene Heather Kay Reinhardt
A Commissioner for Oaths
in and for Alberta
My Commission Expires January 21, 2025

In the Matter of the Receivership 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.

Summary of Receiver's Legal Counsel Fees

For the period of April 27, 2023, to September 6, 2023

Firm	Date	Invoice	Fees	Disbursements	GST	Total
McLennan Ross LLP	May 29, 2023	829537	10,427.50	62.36	524.50	11,014.36
McLennan Ross LLP	June 30, 2023	834152	5,987.00	161.12	307.41	6,455.53
McLennan Ross LLP	September 7, 2023	838441	11,671.00	112.75	589.19	12,372.94
			28,085.50	336.23	1,421.10	29,842.83

MCLENNAN ROSS

LEGAL COUNSEL

Date: May 29, 2023
 Client No.: 020993
 Matter No.: 20231671 RTT
 Bill No.: 829537

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS PLACE

SUMMARY OF ATTACHED ACCOUNT

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

FEES:	\$10,427.50
OTHER CHARGES:	\$28.36
DISBURSEMENTS:	\$34.00
TAX:	\$524.50
TOTAL DUE: (Payable Canadian Funds)	\$11,014.36

EFT (Electronic Funds Transfer) or Wire Transfer instructions for Canadian Funds within Canada

Receiving Bank: Canadian Western Bank, 100, 12230 Jasper Avenue, Edmonton, AB T5N 3K3
 Receiving Account: 101010437955
 Bank ID: 030
 Bank Transit: 03029
 Beneficiary Name: McLennan Ross LLP
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20231671; Invoice: 829537" to payments@mross.com

EFT (Electronic Funds Transfer) or Wire Transfer instructions for payments from outside of Canada

Receiving Bank: Royal Bank of Canada, 16909 - 103A Avenue, Edmonton, AB Canada T5P 4Y5
 Receiving Account: 104-397-5
 Bank ID: 003
 Bank Transit: 01599
 Beneficiary Name: McLennan Ross LLP
 Swift Code: ROYCCAT2
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20231671; Invoice: 829537" to payments@mross.com

For Interac e-Money transfers

Please provide the matter number: 20231671; bill number: 829537 and password by email to payments@mross.com

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT. INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING. HOWEVER NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS

*112 Street (R)
 Legal fees
 \$11,014.36
 se*

POSTED
June 14 2023

G.S.T. #R119415172
 CLIENT COPY

MCLENNAN ROSS

LEGAL COUNSEL

Date: May 29, 2023
 Client No.: 020993
 Matter No.: 20231671 RTT
 Bill No.: 829537

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS PLACE

PROFESSIONAL SERVICES RENDERED WITH RESPECT TO THE ABOVE NOTED MATTER, INCLUDING

27-Apr-23	RTT	0.20	Call with K. Gray re new appointment over 112 Street Partners.
28-Apr-23	RTT	0.40	Call with proposed receiver re background to matter.
01-May-23	RTT	0.30	Review form of proposed receivership order and provide K. Gray my comments.
02-May-23	LRR	0.10	Discuss preparation of OTP and sale and vesting order with R. Trainer.
02-May-23	RTT	2.70	Review receivership application materials; Strategy call with Receiver; Conference call with lenders re appointment of receiver; Instruct L. Roseman of our office to prepare draft OTP pending court approval.
08-May-23	RTT	0.30	Call with Receiver re immediate issues on appointment.
09-May-23	RTT	1.30	Review brief filed by lender; Prep notes; Attend application to appoint a receiver; Edit letter to tenants.
09-May-23	SLM	4.00	Preliminary research and draft memo on the enforceability of the termination clause in the property management agreement based on the timing of the notice and the Receivership Order.
10-May-23	LRR	0.10	Emails with R. Trainer re preparing OTP, sale and vesting order and security opinion.
10-May-23	RTT	2.10	Review research and summarize research to Receiver; Direct sale and vesting order and offer to purchase be completed now that order granted; Direct completion of service list; Instruct L. Roseman of our office to prepare security opinion; Review debtor org chart; Calls with Receiver re current leases and potential lien claims.
10-May-23	CPR	0.10	Review and reply re PM termination.
11-May-23	RTT	0.30	Call with Receiver re urgent issues to address.
12-May-23	RTT	0.40	Email counsel for Dr. Spicer to inquire as to status of lease extension; Call with Receiver.
15-May-23	LRR	1.60	Prepare OTP; Begin preparing sale and vesting order.
15-May-23	RTT	1.30	Email correspondence with counsel for CandereI re termination of management contract; Call with CandereI; Debrief call with Receiver re utility contract; Email leasing agent for Dr. Spicer.
16-May-23	RTT	1.50	Provide direction re preparation of NDA for property managers; Review and edit NDA; Send NDA to client; Email leasing agent for Dr. Spicer; Email correspondence with counsel re removal of Legal Resources Centre of Alberta lease caveat.
16-May-23	LRR	1.50	Prepare confidential and non-disclosure agreement; Send to R. Trainer for review; Review and comment on changes made by potential property manager to NDA; Call with R. Trainer re same.

17-May-23	LRR	1.00	Meet with R. Trainer re potential utilities penalty if canceled; Final revisions to OTP and Reach Estate Purchase Agreement and send to R. Trainer for review; Review Access and Enmax agreements and send R. Trainer summary of calculation of early termination penalty.
17-May-23	RTT	2.50	Review elevator contract; Review utility contracts; Review Spicer contract; Request searches; Review correspondence re insurance on property; Call with Receiver; Prepare summary email to Receiver re leasing issues; Revise OTP.
18-May-23	SRN	0.90	Emails from and to R. Trainer; Review titles; Draft notices, service letters and statutory declarations re lapse of caveats.
18-May-23	RTT	1.80	Address removal of lease caveat question; Email leasing agent for Dr. Spicer; Call with counsel for Canderel; Report to client on call with Canderel; Email correspondence with counsel for Canderel; Strategy call with Receiver; Finalize email to Receiver re leasing issues; Request LTA notices to lease caveat holders who have left the building.
18-May-23	MVM	0.30	Discussions with R. Trainer re removal of expired caveat and service of 60 days notice.
23-May-23	LRR	0.60	Prepare new NDA for use with potential brokers.
23-May-23	RTT	0.40	Call with Receiver; Direct preparation of new NDA for brokers; Review and edit NDA and send to clients.
24-May-23	NER	0.30	Prepare Schedule C to the Offer to Purchase.
24-May-23	RTT	1.40	Edit Offer to Purchase; Review and forward proposal from Canderel; Edit notices to remove lease caveats and send out; Draft memo to C. Russell of our office.
26-May-23	CPR	0.60	Review issues and PSA and respond.
26-May-23	RTT	0.10	Email correspondence with counsel re continuing to deal with Canderel.

SUMMARIES

		\$ RATE	HOURS	\$ FEES
CPR	CHARLES P. RUSSELL, K.C.	675.00	0.70	472.50
LRR	LYDIA ROSEMAN	305.00	4.90	1,494.50
MVM	MARCO V. MARRELLI	325.00	0.30	97.50
NER	NANCY RYAN	135.00	0.30	40.50
RTT	RYAN TRAINER	400.00	17.00	6,800.00
SLM	STEPHANIE MOECK	330.00	4.00	1,320.00
SRN	SHAWNA RICZU-NASH	225.00	0.90	202.50

FEES FOR PROFESSIONAL SERVICES:

\$10,427.50

OTHER CHARGES:

Supplies - Tabs	8.46
Laser printing	15.50
Colour Reprographic Services	4.40

Total Taxable Other Charges subject to GST: 28.36

TOTAL OTHER CHARGES: 28.36

TOTAL FEES AND OTHER CHARGES: 10,455.86

TAXABLE DISBURSEMENTS:

PPR - Search	3.00
Federal Bankruptcy Searches	24.00
Corporate Registry - Search	7.00

Total Taxable Disbursements subject to GST: 34.00

TOTAL TAXABLE DISBURSEMENTS: 34.00

TOTAL DISBURSEMENTS:	<hr/>	34.00
SUBTOTAL:	<hr/>	\$10,489.86
TOTAL GST/HST:		524.50
TOTAL ACCOUNT INCLUDING GST/HST PAYABLE: (Payable Canadian Funds)		<hr/> \$11,014.36 <hr/>

THIS IS OUR ACCOUNT HEREIN

McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & O.E.

Blank tax code = 5% GST
F12/D12 tax code = 12% HST
F13/D13 tax code = 13% HST
F14/D14 tax code = 14% HST
F15/D15 tax code = 15% HST

MCLENNAN ROSS

LEGAL COUNSEL

Date: June 30, 2023
 Client No.: 020993
 Matter No.: 20231671 RTT
 Bill No.: 834152

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS PLACE

SUMMARY OF ATTACHED ACCOUNT

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

FEES:	\$5,987.00
OTHER CHARGES:	\$37.05
DISBURSEMENTS:	\$124.07
TAX:	\$307.41
TOTAL DUE: (Payable Canadian Funds)	\$6,455.53

EFT (Electronic Funds Transfer) or Wire Transfer Instructions for Canadian Funds within Canada

Receiving Bank: Canadian Western Bank 100 12230 Jasper Avenue, Edmonton, AB T5N 3K3
 Receiving Account: 101010437955
 Bank ID: 030
 Bank Transit: 03029
 Beneficiary Name: McLennan Ross LLP
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20231671 Invoice: 834152" to payments@mross.com

EFT (Electronic Funds Transfer) or Wire Transfer instructions for payments from outside of Canada

Receiving Bank: Royal Bank of Canada 16909 - 103A Avenue, Edmonton, AB Canada T5P 4Y5
 Receiving Account: 104-397-5
 Bank ID: 003
 Bank Transit: 01599
 Beneficiary Name: McLennan Ross LLP
 Swift Code: ROYCCAT2
 Beneficiary Address: 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
 Please email "Matter: 20231671 Invoice: 834152" to payments@mross.com

For Interac e-Money transfers

Please provide the matter number: 20231671, bill number: 834152 and password by email to payments@mross.com

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT. INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING, HOWEVER, NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.

POSTED
July 6/23

112 Street (Rec)
 Legal Fees
 ok to pay
 KG

MCLENNAN ROSS

LEGAL COUNSEL

Date: June 30, 2023
 Client No.: 020993
 Matter No.: 20231671 RTT
 Bill No.: 834152

600 McLennan Ross Building
 12220 Stony Plain Road
 Edmonton, AB T5N 3Y4

ATTN: KRISTIN GRAY
 MNP LTD.
 10235 101 STREET NW
 SUITE 1300
 EDMONTON, AV T5J 3G1

Telephone (780) 482-9200
 Fax (780) 482-9100
 Toll-Free 1-800-567-9200
 Enquiries E-mail edmonton@mross.com
 Payments E-mail payments@mross.com

RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS PLACE

PROFESSIONAL SERVICES RENDERED WITH RESPECT TO THE ABOVE NOTED MATTER, INCLUDING

29-May-23	LRR	1.40	Finish drafting approval and vesting order and send to R. Trainer for review; Emails with R. Trainer re preparing OTP without assignment of leases.
29-May-23	CPR	0.10	Meet with R. Trainer re lease caveats.
29-May-23	RTT	0.90	Request update on utility contract review; Update OTP.
31-May-23	LRR	0.80	Add leases to be assigned as schedule to offer to purchase; Prepare additional offer to purchase with no lease assignment and blackline; Begin security opinion.
04-Jun-23	RTT	0.60	Edit OTPs and Draft Approval and Vesting Orders; Draft Email to receiver addressing leases, OTPs, utility contract and other issues.
05-Jun-23	LRR	1.40	Begin drafting security opinion re Addenda security.
06-Jun-23	LRR	0.50	Review mortgage pulled from land titles; Emails with D. Donald re requesting partnership certificate; Email draft security opinion to R. Trainer with comments; Review partnership documents and update security opinion with same.
07-Jun-23	RTT	0.70	Review status update on letters to tenants with expired leases;
09-Jun-23	JH	0.40	Obtain Land Titles searches for Plan NB, Block 12, Lots 61, 62 and 63; Obtain Personal Property Registry searches on 112 Street NW Edmonton Partners Limited Partnership and 112 Street NW Edmonton Partners GP Inc.
09-Jun-23	RTT	1.00	Request updated searches; Review and edit security opinion; Review Receiver's update on property management and RFP process.
14-Jun-23	WBS	0.10	Obtain copy of Caveat registered on title.
14-Jun-23	RTT	0.10	Follow up re caveat of Compass Sexual Health; Email correspondence with counsel for Canderel.
16-Jun-23	RTT	1.10	Review proposed agreement and property management agreement; Correspondence with Receiver; Draft email to counsel for property manager.
16-Jun-23	CPR	0.30	Review proposed property management assumption agreement.
19-Jun-23	SRN	0.30	Emails from and to R. Trainer et al; Prepare Document Registration Request.
19-Jun-23	RTT	1.10	Meet with L. Roseman re preparation of month-to-month leases for two tenants on expiring leases; Send email to counsel for Canderel; Review discharge of caveat from Public Legal Education and have paralegal send for registration; Determine next steps for removal of lease caveat of Compass Tower Sexual Health; Review correspondence re Magathan lease; Request original discharges of caveat.
19-Jun-23	LRR	0.10	Emails with R. Trainer re preparing month to month leases.
22-Jun-23	LRR	0.60	Review security services agreement and send proposed revisions to R. Trainer.

G.S.T. #R119415172
 CLIENT COPY

22-Jun-23	RTT	0.40	Review correspondence from Canderel's counsel and forward to Receiver for comment; Review Paladin security contract and provide comments to Receiver; Review response from Compass Sexual Health's counsel.
23-Jun-23	RTT	0.40	Call with Receiver re results of RFP for listing of the building.
25-Jun-23	LRR	0.40	Review documentation re Spicer and Magathan leases; Find precedent month to month lease language; Emails with R. Trainer re lease amendment and extension versus new lease; Send lease agreement to legal support services for conversion.
26-Jun-23	RTT	0.60	Review RFP summary and send comments to Receiver; Send email to Receiver on proposed changes to Compass Tower security contract; Review email to Addenda; Review receipt of original removals of caveats and direct filing;
26-Jun-23	LRR	2.70	Finish first draft of month to month lease agreement for Spicer Professional Corporation; Emails with R. Trainer re same.
27-Jun-23	SRN	0.20	Emails from and to L. Anderson.
27-Jun-23	LRR	0.20	Emails with R. Trainer re property management agreement and review correspondence re same; Email R. Trainer re Spicer lease agreement.
27-Jun-23	RTT	0.60	Review correspondence re filing of discharge of lease caveat; Draft email to counsel for Canderel; Provide direction to L. Roseman of our office re preparation of amended canderel property management extension.
29-Jun-23	LRR	0.10	Emails with R. Trainer re preparation of property management agreement.

SUMMARIES

		\$ RATE	HOURS	\$ FEES
CPR	CHARLES P. RUSSELL, K.C.	675.00	0.40	270.00
JH	JOLLENA HANCEN	225.00	0.40	90.00
LRR	LYDIA ROSEMAN	305.00	8.20	2,501.00
RTT	RYAN TRAINER	400.00	7.50	3,000.00
SRN	SHAWNA RICZU-NASH	225.00	0.50	112.50
WBS	WHITNEY SMITH	135.00	0.10	13.50

FEES FOR PROFESSIONAL SERVICES:

\$5,987.00

OTHER CHARGES:

Scanning of Documents	16.75
Laser printing	19.50
Colour Reprographic Services	0.80

Total Taxable Other Charges subject to GST: 37.05

TOTAL OTHER CHARGES: 37.05

TOTAL FEES AND OTHER CHARGES:

6,024.05

TAXABLE DISBURSEMENTS:

Postage	35.07
LTO - On Line Title/Document Search	70.00
Corporate Registry - Search	3.00
Corporate Registry - Copies	10.00
PPR - Search	6.00

Total Taxable Disbursements subject to GST: 124.07

TOTAL TAXABLE DISBURSEMENTS: 124.07

TOTAL DISBURSEMENTS:	124.07
SUBTOTAL:	\$6,148.12
TOTAL GST/HST:	307.41
TOTAL ACCOUNT INCLUDING GST/HST PAYABLE: (Payable Canadian Funds)	\$6,455.53

THIS IS OUR ACCOUNT HEREIN

McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & O.E.

Blank tax code = 5% GST
F12/D12 tax code = 12% HST
F13/D13 tax code = 13% HST
F14/D14 tax code = 14% HST
F15/D15 tax code = 15% HST

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AV T5J 3G1
KRISTIN GRAY

Invoice Date: September 7, 2023
Invoice No.: 838441
Client No.: 020993
Matter No.: 20231671 RTT

ATTENTION: GRAY, KRISTIN

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS PLACE

Total fees, other charges, disbursements and tax for professional services rendered, details of which are attached.

	Currency: CAD
Fees	\$11,671.00
Costs (Taxable)	\$112.75
	<hr/>
	\$11,783.75
GST	\$589.19
	<hr/>
Total Amount Due	\$12,372.94

112 street (Rec)
OK to pay
Legal Fees
\$12,372.94

POSTED
Sep 12/23

G.S.T. #R119415172

ALL ACCOUNTS ARE PAYABLE UPON RECEIPT, INTEREST AT THE RATE OF 1.5% PER MONTH (18% PER ANNUM) SHALL BE CHARGED ON ALL ACCOUNTS FROM DATE OF BILLING; HOWEVER, NO INTEREST WILL BE CHARGED ON ACCOUNTS PAID WITHIN 30 DAYS.

SEE REMITTANCE PAGE FOR PAYMENT OPTIONS

Edmonton

600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Telephone 780 482 9200
Facsimile 780 482 9100
Toll-free 800 567 9200

Calgary

1900 Eau Claire Tower
600 - 3rd Avenue SW
Calgary, AB T2P 0G5
Telephone 403 543 9120
Facsimile 403 543 9150
Toll-free 888 543 9120

Yellowknife

301 Nunasi Building
5109 - 48th Street
Yellowknife, NT X1A 1N5
Telephone 867 766 7677
Facsimile 867 766 7678
Toll-free 888 836 6684

mross.com

MNP LTD.
RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS
PLACE

Invoice Date: September 7,
2023
Invoice No.: 838441
Matter No.: 20231671

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04-Jul-2023	LRR	Begin drafting new property management agreement.	0.20	305.00	61.00
05-Jul-2023	RTT	Review notice of termination of elevator contract; Call with Receiver.	0.60	400.00	240.00
06-Jul-2023	LRR	Finish drafting property management agreement; Send to R. Trainer for review.	2.50	305.00	762.50
06-Jul-2023	RTT	Review elevator contracts and draft email to Receiver.	0.70	400.00	280.00
07-Jul-2023	RTT	Correspondence with counsel for lender; Conference call re RFP's for listing lands for sale.	0.80	400.00	320.00
11-Jul-2023	RTT	Review correspondence re broker proposal negotiations.	0.10	400.00	40.00
12-Jul-2023	RTT	Review correspondence re listing proposal with AY.	0.10	400.00	40.00
14-Jul-2023	MVM	Review and revise Exclusive Listing Agreement; Discussions with R. Trainer and E. Rabello re same.	2.10	325.00	682.50
14-Jul-2023	RTT	Edit exclusive listing agreement; Edit sale documents; Call with Receiver.	1.20	400.00	480.00
14-Jul-2023	EBR	Receipt of instructions; Make revisions to Listing Agreement; Report to M. Marrelli.	0.50	265.00	132.50
18-Jul-2023	RTT	Edit property management agreement and send to counsel and receiver for comment.	0.90	400.00	360.00
19-Jul-2023	LRR	Review draft OTP packages for consistency; Email R. Trainer re same.	0.30	305.00	91.50
19-Jul-2023	RTT	Edit Offer to Purchase.	0.30	400.00	120.00
21-Jul-2023	RTT	Call with Receiver and AY on marketing strategy.	0.80	400.00	320.00
25-Jul-2023	RTT	Address property management agreement.	0.20	400.00	80.00
26-Jul-2023	RTT	Draft memo to C. Russell.	0.30	400.00	120.00

MNP LTD.
 RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS
 PLACE

Invoice Date: September 7,
 2023
 Invoice No.: 838441
 Matter No.: 20231671

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
28-Jul-2023	RTT	Draft memo to C. Russell of our office re proposed property management agreement.	0.60	400.00	240.00
28-Jul-2023	LRR	Review and comment on changes made by Canderel to property management agreement; Send comments to R. Trainer.	0.50	305.00	152.50
28-Jul-2023	CPR	Revise manager's contract.	0.50	675.00	337.50
01-Aug-2023	CPR	Review change to indemnity and reply.	0.10	675.00	67.50
01-Aug-2023	RTT	Compile changes to draft property management agreement; Email correspondence with tenants.	0.10	400.00	40.00
02-Aug-2023	LRR	Provide language for lease termination clause to R. Trainer; Read emails from R. Trainer and K. Gray re changes to property management agreement.	0.20	305.00	61.00
02-Aug-2023	RTT	Update property management agreement and circulate draft to Receiver; Correspondence with counsel for Canderel.	0.50	400.00	200.00
03-Aug-2023	RTT	Strategy call with Receiver; Review and respond to email from counsel for Canderel.	1.40	400.00	560.00
08-Aug-2023	RTT	Strategy discussion with Receiver on property management agreement; Email counsel for Canderel.	0.60	400.00	240.00
09-Aug-2023	RTT	Strategy discussion with Receiver; Conference call with secured lender.	1.20	400.00	480.00
11-Aug-2023	LRR	Review highlighted sections in Spicer lease agreement; Emails and call with M. Denny re review of same; Prepare month to month lease for J.G. Magathan Professional Corporation; Send lease agreements and blacklines to R. Trainer for	1.90	305.00	579.50

MNP LTD.
 RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS
 PLACE

Invoice Date: September 7,
 2023
 Invoice No.: 838441
 Matter No.: 20231671

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11-Aug-2023	RTT	review. Review cancelation notice of elevator contract; Call with Receiver; Meet with student on research.	1.00	400.00	400.00
13-Aug-2023	AAM	Commence research for R. Trainer re caveats.	2.50	245.00	612.50
14-Aug-2023	SRN	Receipt of registration notice; Obtain copy of title; Email to R. Trainer.	0.50	225.00	112.50
14-Aug-2023	AAM	Continue research for R. Trainer re caveats; Draft memo; Send memo to R. Trainer.	2.00	245.00	490.00
14-Aug-2023	RTT	Review research; Call with Receiver.	0.20	400.00	80.00
16-Aug-2023	RTT	Send comments to Receiver on Dialog report; Conference call with lenders; Call with Receiver re maintenance issues.	1.40	400.00	560.00
22-Aug-2023	LRR	Review change to property management agreement; Emails with R. Trainer re same.	0.20	305.00	61.00
22-Aug-2023	RTT	Email correspondence with lender's counsel and receiver.	0.30	400.00	120.00
25-Aug-2023	RTT	Conference call re listing strategy.	0.70	400.00	280.00
29-Aug-2023	RTT	Further edits to property management agreement; Email correspondence with Receiver.	0.30	400.00	120.00
30-Aug-2023	RTT	Correspondence with client re form of management agreement; Review marketing materials and provide feedback to Receiver; Review correspondence from broker.	0.90	400.00	360.00
31-Aug-2023	RTT	Review comments from AY; Forward confidentiality agreement to L. Roseman for comment; Send updated PM agreement to counsel for	0.60	400.00	240.00

MNP LTD.
 RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS
 PLACE

Invoice Date: September 7,
 2023
 Invoice No.: 838441
 Matter No.: 20231671

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
31-Aug-2023	LRR	Canderel; Email leasing agent for Dr. Spicer. Review confidentiality agreement prepared by Avison Young and make changes; Send marked up agreement to K. Gray.	0.40	305.00	122.00
05-Sep-2023	RTT	Review correspondence from Dialog address zoning and permitting issues and timelines; Call with leasing agent for Dr. Spicer.	0.40	400.00	160.00
06-Sep-2023	SRN	Emails from and to R. Trainer; Review file re Notice to Take Proceedings on Caveat; Work on Statutory Declaration.	0.50	225.00	112.50
06-Sep-2023	LRR	Emails with R. Trainer re removal of lease caveats for expired leases; Read Land Titles Act re same; Review 2013 leases and draft 2023 leases re power of attorney language for removing lease caveat.	0.50	305.00	152.50
06-Sep-2023	RTT	Review correspondence re elevator issue; Update Receiver on property management negotiations and lease discussions with Dr. Spicer; Complete stat dec to have Compass Sexual Health lease caveat discharged from title.	1.50	400.00	600.00
Total			33.10		\$11,671.00

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
CPR / CHARLES P. RUSSELL	Partner	675.00	0.60	405.00
RTT / RYAN TRAINER	Partner	400.00	17.70	7,080.00
EBR / ELISA RABELLO	Associate	265.00	0.50	132.50
LRR / LYDIA ROSEMAN	Associate	305.00	6.70	2,043.50
MVM / MARCO V. MARRELLI	Associate	325.00	2.10	682.50
AAM / AARON MANN	Articling Student	245.00	4.50	1,102.50

MNP LTD.
RE: RECEIVERSHIP OF 112 STREET PARTNERS, COMPASS
PLACE

Invoice Date: September 7,
2023
Invoice No.: 838441
Matter No.: 20231671

<u>Name</u>	<u>Timekeeper Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
SRN / SHAWNA RICZU-NASH	Paralegal	225.00	1.00	225.00
Total			33.10	\$11,671.00

Cost Detail (Taxable)

<u>Description</u>	<u>Amount</u>
Corporate Registry - Search	14.00
LTO - On Line Title/Document Search	50.00
Laser printing	48.00
Scanning of Documents	0.75
Total	\$112.75

Total Amount Due **\$12,372.94**

THIS IS OUR ACCOUNT HEREIN
McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & E. O.

APPENDIX J

A copy of the confirmation receipt of the Notice to Media

Steven Barlott

From: Ryan Trainer <ryan.trainer@mross.com>
Sent: September 28, 2023 6:44 AM
To: Kristin Gray; Steven Barlott
Subject: FW: Notice to Media - Application to Restrict Access

CAUTION: This email originated from outside of the MNP network. Be cautious of any embedded links and/or attachments.
MISE EN GARDE: Ce courriel ne provient pas du réseau de MNP. Méfiez-vous des liens ou pièces jointes qu'il pourrait contenir.

For the report.



Ryan Trainer | Partner
Direct 780.482.9153 | Fax | Toll Free 1.800.567.9200
600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4
mross.com | Member of Meritas | Biography
This e-mail may contain confidential information and be subject to solicitor-client privilege. If received in error, please delete and a

From: CommunicationsOfficer QB <CommunicationsOfficer.QB@albertacourts.ca>
Sent: Wednesday, September 27, 2023 11:42 AM
To: Ryan Trainer <ryan.trainer@mross.com>
Subject: Fw: Notice to Media - Application to Restrict Access

Notice: External Email

Please see the below confirmation that the Court of King's Bench has received your Application to Restrict Access.

From: Court of King's Bench of Alberta <RestrictedAccessApplications.QB@albertacourts.ca>
Sent: Wednesday, September 27, 2023 11:41 AM
To: CommunicationsOfficer QB <CommunicationsOfficer.QB@albertacourts.ca>
Subject: Notice to Media - Application to Restrict Access

Notice:

The Applicant intends to apply for an order restricting publication of or public access to Court proceedings or records. You have the right to state your side of this matter before the judge. To do so, you must be present in Court when the application is heard on the date and at the time and place indicated in the Details of Hearing, below.

Details of hearing:

Details of hearing

Court File Number 2303-07739
Plaintiff ADDENDA CAPITAL INC.
Name(s) of Accused(s), 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.

Defendant(s),
Respondent(s)
Court Location Edmonton
Court Date and Time October 19, 2023 at 10:30 a.m.

Details of Application

Applicant Type Other
Applicant's Name MNP Ltd. in its capacity as Receiver of 112 STREET NW EDMONTON
PARTNERS LP by its general partner 112 STREET NW EDMONTON PARTNERS
GP INC., 112 STREET NW EDMONTON PARTNERS GP INC.
Applicant's Lawyer Ryan Trainer
Email Address ryan.trainer@mross.com
Details of restriction The Receiver is seeking a sealing order over the confidential appendices to
applied for the Receiver's First Report to the Court which will include commercially
sensitive information which if released could have a detrimental impact on
the Receiver's sales and marketing efforts.

Please do not reply to this e-mail. For further information, please contact the email address provided in Details of Application, above.

To remove your email address from this list click [unsubscribe](#)