

Clerk's stamp:

COURT FILE NUMBER

2203-19336

COURT

COURT OF KING'S BENCH OF ALBERTA
DIGITALLY

JUDICIAL CENTRE

EDMONTON

PLAINTIFFS

MIKE PRIESTNER REAL ESTATE INC. and
MPRE GP DEV INC.

DEFENDANTS

2399430 ALBERTA LTD., 2399449
ALBERTA LTD., TURNIP HOMES INC., and
HENOK KASSAYE

DOCUMENT

FIFTH REPORT TO THE COURT OF MNP
LTD. IN ITS CAPACITY AS RECEIVER AND
MANAGER OF 2399430 ALBERTA LTD.
AND 2399449 ALBERTA LTD.

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Receiver:

MNP Ltd.
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600 McLennan Ross Building
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**IN THE MATTER OF THE RECEIVERSHIP OF
2399430 ALBERTA LTD. AND 2399449 ALBERTA LTD.**

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Appendices

- A. A copy of the Receivership Order – December 13, 2022
- B. Copies of the Certificates of Title for the Properties
- C. A copy of the Sale Order for Jasper Ave – May 1, 2023
- D. A copy of the Interim Distribution Order – July 26, 2023

- E. A copy of the Second Interim Distribution Order – January 12, 2024
- F. Copies of the NAI Marketing Brochures
- G. Interim Statement of Receipts and Disbursements for the period of December 13, 2022, to May 28, 2024
- H. A copy of the 449 Alberta Personal Property Registry dated May 28, 2024
- I. A copy of the Restricted Court Access Order – May 1, 2023
- J. A copy of the Amended Restricted Court Access Order – July 26, 2023
- K. A copy of the Amended Amended Restricted Court Access Order – January 12, 2024
- L. A copy of the Notice to Media confirmation – May 8, 2024
- M. A copy of the Fee Affidavit of Kristin Gray

Confidential Appendices

1. A copy of the accepted Offer to Purchase and Real Estate Purchase Agreement for Sask Drive
2. A summary of the offers received in respect of Sask Drive
3. A copy of the NAI final marketing report in respect of Sask Drive dated May 23, 2024

PURPOSE OF REPORT

- 1) Pursuant to an Order of the Court of King's Bench of Alberta granted December 13, 2022 (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 2399430 Alberta Ltd. ("**430 Alberta**") and 2399449 Alberta Ltd. ("**449 Alberta**") (collectively the "**Companies**"). A copy of the Receivership Order is attached as **Appendix "A"**.
- 2) This is the Receiver's Fifth Report to Court (the "**Fifth Report**"). This Fifth Report should be read in conjunction with the Receiver's First Report to Court dated February 10, 2023 (the "**First Report**"); the Receiver's Second Report to Court dated April 24, 2023 (the "**Second Report**"); the Receiver's Third Report to Court dated July 17, 2023 (the "**Third Report**"); and the Receiver's Fourth Report to Court dated December 19, 2023 (the "**Fourth Report**");
- 3) The purpose of this report is to:
 - i) Update this Honourable Court with the Receiver's activities since the Receiver's Fourth Report;
 - ii) Update this Honourable Court with respect to the marketing and sales efforts to date in respect of one of the properties;
 - iii) Assist in this Honourable Court's consideration of the Receiver's application for the approval of an offer made by Academy of Healthcare Services Inc. and/or its Nominee to purchase one of the properties and approving the Offer to Purchase and Real Estate Purchase Agreement (the "**APA**");
 - iv) Provide this Honourable Court with an interim statement of receipts and disbursements for the period of December 13, 2022, to May 28, 2024;
 - v) Assist this Honourable Court's consideration of the Receiver's application to make a distribution of funds held by the Receiver in respect of 449 Alberta;
 - vi) Request the approval of the Receiver's activities and fees incurred to date;
 - vii) Request the approval of the activities and fees of the Receiver's legal counsel incurred to date;

- viii) Assist in this Honourable Court's consideration of the Receiver's application to increase the Receiver's Charge as granted in the Receivership Order from \$300,000 to \$450,000; and,
- ix) Seek this Honourable Court's approval of a Restricted Court Access Order in relation to the Confidential Appendices attached hereto.

BACKGROUND INFORMATION

- 4) Mr. Henok Kassaye is the sole director of the Companies.
- 5) The Companies were incorporated on January 10, 2022, for the purpose of holding and developing real estate.
- 6) 430 Alberta was the registered owner of lands described as;
- i) 10053 Jasper Avenue NW, Edmonton, Alberta
Legal Description:
PLAN F
LOT 6
- (**"Jasper Ave"**)
- 7) At the time of its sale, Jasper Ave was a vacant three storey heritage building, built in 1911 with a five storey addition added in 2000. The property previously operated as The Union Bank Inn, a boutique 40 room hotel.
- 8) 430 Alberta's assets also included various hotel furniture and kitchen equipment.
- 9) 449 Alberta is the registered owner of lands described as;
- i. 10315 – 109 Street NW, Edmonton, Alberta
Legal Description:
PLAN B2
BLOCK 8
LOT 115-117
- (**"Harvest"**)
- ii. 10507 Saskatchewan Drive NW, Edmonton, Alberta
Legal Description:

PLAN I2
BLOCK 103
LOT 6

("Sask Drive")

- iii. 10503 – 81 Avenue NW, Edmonton, Alberta
Legal Description:
PLAN 9220734
BLOCK 48
LOT 1A

("Scona Garage")

(collectively the "**Properties**").

10) Harvest is a one storey fully finished office building previously occupied by the Young Men's Christian Association of Edmonton o/a YMCA of Northern Alberta. The lease in place at the time of Receivership expired on March 31, 2024, with an option to extend for an additional one year. The option was not exercised.

11) Sask Drive is a one and a half storey commercial building with a surface parking lot. The property is partially occupied by 1856121 Alberta Ltd. o/a Muve Team of Royal LePage Realty ("**185 Alberta**"). We understand Turnip Homes Inc. ("**Turnip**"), a related party to Kassaye, previously operated from the remaining portion of the property up to the date of the Receivership. As at the date of this report, the Receiver is not aware of any lease agreement between Turnip and 449 Alberta.

12) Scona Garage is a vacant two storey heritage building with both floors demolished to base building condition.

13) Copies of the Certificates of Titles as at April 3, 2024 with respect to the Properties are attached as **Appendix "B"**.

INSOLVENCY EVENTS

14) Mike Priestner Real Estate Inc. ("**Priestner**") provided loans and/or other credit to 430 Alberta. As security for its indebtedness, liabilities, and obligations to Priestner, 430 Alberta provided a mortgage securing the principal sum of \$5,218,904, plus interest and costs, over Jasper Ave.

- 15) MPRE GP Dev Inc. ("GP") provided loans and/or other credit to 449 Alberta. As security for its indebtedness, liabilities, and obligations to GP, 449 Alberta provided a mortgage securing the principal sum of \$10,106,096, plus interest and costs, over Harvest, Sask Drive, and Scona Garage.
- 16) 430 Alberta and 449 Alberta defaulted on their payment obligations to Priestner and GP and failed to pay amounts outstanding to the City of Edmonton related to municipal taxes.
- 17) Further, neither 430 Alberta nor 449 Alberta had made payments towards their respective indebtedness since July 20, 2022.
- 18) As a result of the foregoing, Priestner and GP lost confidence in the Companies' abilities to manage and operate 430 Alberta and 449 Alberta, or to promptly obtain refinancing to repay their respective indebtedness.
- 19) As such, on December 13, 2022, Priestner and GP applied for and obtained the Receivership Order.
- 20) On February 21, 2023, an Order was granted by this Honorable Court authorizing the Receiver to assign both 430 Alberta and 449 Alberta into bankruptcy. On February 23, 2023, 430 Alberta and 449 Alberta made assignments into bankruptcy. MNP was appointed as Licensed Insolvency Trustee (the "**Trustee**"). Additional information regarding the assignment into bankruptcy can be found in the First Report.
- 21) On May 1, 2023, the Receiver applied for and was granted an Approval and Vesting Order (Sale by Receiver) approving the sale and vesting title to Jasper Ave and the Jasper Ave Personal Property (the "**Sale Order**"). The sale transaction closed on May 31, 2023. A copy of the Sale Order is attached as **Appendix "C"**.
- 22) On July 26, 2023, the Receiver applied for and was granted an Interim Distribution and Approval of Receiver's Fees and Activities Order (the "**Interim Distribution Order**") approving a distribution to secured and unsecured creditors of 430 Alberta. A copy of the Interim Distribution Order is attached as **Appendix "D"**.
- 23) On January 12, 2024, the Receiver applied for and was granted an Order (the "**Second Interim Distribution Order**") approving a further distribution to the secured creditor of 430 Alberta. A copy of the Second Interim Distribution Order is attached as **Appendix "E"**.

RECEIVER'S ACTIVITIES

- 24) Since the Fourth Report, the Receiver continues to maintain and preserve the Properties and collect rent from the tenant at Sask Drive. The Receiver has engaged various third-party contractors to attend to general repair and maintenance requests.
- 25) The Receiver received a termination of the lease in respect of the tenant in the Harvest Building and completed a move-out inspection. The Receiver has engaged a contractor to perform regular insurance checks on the vacant property.
- 26) The Receiver has had various discussions and correspondence with NAI Commercial Real Estate Inc. ("NAI") regarding interest and showings of the remaining Properties which are listed and actively being marketed for sale.
- 27) The Receiver has received, reviewed, and responded to offers on the Sask Drive property, accepting an offer, pending Court approval.
- 28) The Receiver has received, reviewed, and responded to offers on the Harvest property, accepting a conditional offer.
- 29) The Receiver continues to complete the administrative requirements pursuant to the *Bankruptcy and Insolvency Act*, the Receiver set up a website to provide information to the Companies 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

- 30) Regarding the marketing of the Companies Assets, the Receivership Order authorizes the Receiver to market the Companies Assets but does not set out a specific process in that regard.
- 31) The Receiver obtained sales and marketing proposals from the following brokers;
- i) NAI
 - ii) Jones Lange LaSalle Inc.
 - iii) Avison Young (Canada) Inc.

- iv) Colliers
- v) Marcus & Millichap
- vi) Omada Commercial
- vii) Century 21 Masters

32) Copies of the sales and marketing proposals can be found in Confidential Appendix 1 in the Second Report.

33) After review and discussions with various stakeholders, the Receiver engaged NAI to list the Properties on an "as is, where is" basis. Key attributes of the NAI proposal included;

- i) Knowledge and prior experience selling distressed properties in receivership situations;
- ii) Proposed commission fee of 2.5% of the sale price, which increases to 3% if an outside brokerage is involved; and,
- iii) An elaborate and tailored marketing plan, including on-site signage, email, paper, and telephone campaigns, a dedicated webpage and data room, social media marketing, and 3D virtual tours.

ii. NAI Marketing and Sales Process

34) The Receiver met with NAI and held discussions regarding the marketing process and timeline.

35) NAI prepared marketing brochures (the "**NAI Marketing Brochures**") for the Properties to be sent to prospective purchasers. The NAI Marketing Brochures provided prospective purchasers with detailed descriptions of the Properties, including pictures and virtual 3D tours. Copies of the NAI Marketing Brochures are attached as **Appendix "F"**.

36) The NAI Marketing Brochures were reviewed and approved by the Receiver.

37) NAI launched the marketing of the remaining Properties on February 21, 2023, with listing prices as follows:

- i) Jasper Ave: \$5,000,000 – now SOLD;
- ii) Harvest: \$4,000,000;

- iii) Sask Drive: \$3,100,000; and
- iv) Scona Garage: \$3,600,000.

- 38) To ensure maximum exposure within the marketplace during the listing period, NAI installed signage at the Properties, maintained a dedicated webpage for each property, and prepared print, and electronic advertisements. NAI marketed the Properties on CoStar, Loopnet, Spacelist, Spacie, MLS, and various other real estate search engines.
- 39) The Receiver posted a link to the dedicated NAI webpages and contact information for NAI on the Receiver's case website and the Receiver's assets for sale website.
- 40) NAI sent the Sask Drive marketing brochure to 408 prospective purchasers and agents via email. The mailer was opened 241 times (59%) and reported 90 individual clicks for the brochure download. The CoStar and Loopnet listing had 8,915 views and Spacelist had 1,387. NAI also directly contacted multiple targeted prospective purchasers via telephone.
- 41) NAI set up a virtual data room to facilitate further due diligence for interested parties who executed confidentiality agreements.

ii. Results of NAI Marketing and Sales Process – Sask Drive

- 42) During the listing period, NAI received 31 inquiries from qualified purchasers with the vast majority touring the property. In total, three offers were generated in respect of the Sask Drive property.
- 43) The Receiver received a conditional offer to purchase the Sask Drive property from Academy of Healthcare Services Inc. and/ or its Nominee (the "**Purchaser**") on March 29, 2024. The Receiver and Purchaser negotiated and on April 6, 2024, the Purchaser and Receiver agreed to a purchase price. The Purchaser removed all conditions on May 10, 2024. A copy of the accepted APA is attached as **Confidential Appendix 1**.
- 44) A summary of offers received is attached as **Confidential Appendix 2**.
- 45) Based on the Receiver's review and analysis of the offers received, the Receiver believes the APA to be the highest and 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.

46) NAI has informed the Receiver that they believe the property was exposed to the market sufficiently to generate the highest and best offer. A final marketing report was prepared by NAI 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 3**. As a result, the Receiver believes the APA is reasonable given current market conditions and will provide the greatest recovery to the Companies' creditors and stakeholders.

47) 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. The Sask Drive property has been exposed to a wide market as a result of NAI's marketing efforts, as detailed above;
- ii. The APA is the highest and 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 the Sask Drive property which is of benefit to the estate given the ongoing carrying costs related to insurance and utilities.

48) The sale of the Sask Drive property pursuant to the APA is supported by 449 Alberta's secured creditor, GP.

49) The Receiver respectfully requests that this Honourable Court approve the APA.

LEASE CAVEAT – SASK DRIVE

50) There is one lease caveat currently registered against the title to Sask Drive. The Lease Caveat, registration number 232 209 147, dated July 7, 2023, was registered by 185 Alberta (the "**Lease Caveat**"). The Receiver notes the Lease is registered subsequent to the security registered by GP.

51) The Receiver understands a sublease agreement was signed by the tenant on November 15, 2023.

52) Pursuant to the APA, no leases are being assigned and the Receiver seeks removal of the Lease Caveat from the title of the Sask Drive property.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

53) A copy of the interim statement of receipts and disbursements for the period of December 13, 2022, to May 28, 2024, is attached as **Appendix "G"**.

54) As at May 28, 2024, the Receiver holds \$2,238 in its trust account for 430 Alberta and \$214,733 in its trust account for 449 Alberta.

55) Receipts and disbursements in 430 Alberta to date total \$4,837,617 and \$488,652, respectively, with distributions to Priestner totalling \$4,346,728.

56) Receipts and disbursements in 449 Alberta to date total \$980,883 and \$766,150, respectively.

449 ALBERTA – SECURITY HELD BY GP

57) As security for the indebtedness of 449 Alberta, 449 Alberta granted a mortgage on Sask Drive, Harvest, and Scona dated January 27, 2022, to secure payment to GP in the amount of \$10,106,096, plus interest and costs (the "**GP Mortgage**").

58) The GP Mortgage was registered on Sask Drive at Land Titles on June 6, 2022.

59) The Receiver has obtained a legal opinion from its legal counsel confirming the GP Mortgage is valid and enforceable, subject to the normal qualifications and assumptions contained in an opinion of that nature.

60) GP has no registrations at the Alberta Personal Property Registry ("**PPR**") and the Receiver is not aware of any general security agreement or other such document. A copy of the PPR search dated May 28, 2024, is attached as **Appendix "H"**.

449 ALBERTA – PRIORITY CLAIMS AND DISTRIBUTION

61) The Receiver is aware of two claims it believes rank in priority to GP;

- i) Funds borrowed by the Receiver to date in the principal amount of \$350,000 pursuant to the borrowing charge in the Receivership Order; and,

- ii) Unpaid property taxes owing to the City of Edmonton in the amount of \$117,492.77 as at April 3, 2024. All outstanding property taxes will be paid from sales proceeds on closing.
- 62) As at the date of this report, the amount owing to Priestner related to the Receiver's borrowings, including interest, is \$422,000.
- 63) As at the date of Receivership, 449 Alberta had no employees and the Receiver understands there were no amounts owing for wages, vacation pay, or severance. Accordingly, no priority claims related to the *Wage Earner Protection Program Act* or source deductions are expected.
- 64) The Receiver understands 449 Alberta had taxable leases prior to the date of Receivership. The Receiver has had correspondence with the Canada Revenue Agency ("CRA") but has not received a property claim for GST as at the date of this report.
- 65) The Receiver understands the GST returns for the pre-Receivership periods from January 11, 2022, to December 13, 2022, remain outstanding. The Receiver has been working diligently to obtain the required books and records from Kassaye to file these returns.
- 66) The Receiver estimates the amount of GST collected from tenants pre-receivership to be approximately \$25,000.
- 67) The Receiver has reviewed 449 Alberta's books and records and is not aware of any other claim besides the CRA, as noted above, that would take priority to GP.
- 68) Given the quantum of the proposed sale and to limit accruing interest, and after consideration of a holdback for ongoing costs, sales commissions, and the potential CRA GST claim, the Receiver proposes to make the following distributions upon closing of the proposed sale of Sask Drive;
- i) Payment to Priestner in the approximate amount of \$350,000, plus accrued interest, for repayment of the Receiver's borrowings; and,
 - ii) Payment to GP in the amount of \$2,100,000 for partial repayment of the indebtedness outstanding under the GP security.

RESTRICTED COURT ACCESS ORDERS

- 69) On May 1, 2023, the Receiver applied for and was granted a Restricted Court Access Order in relation to the Confidential Appendices to the Second Report. A copy of the Restricted Court Access Order is attached as **Appendix "I"**.
- 70) On July 26, 2023, the Receiver applied for and was granted an Amended Restricted Court Access Order extending the timeline in the Restricted Court Access Order to February 1, 2024. A copy of the Amended Restricted Court Access Order is attached as **Appendix "J"**.
- 71) On January 12, 2024, the Receiver applied for and was granted an Amended Amended Restricted Court Access Order extending the timeline in the Restricted Court Access Order to February 1, 2025. A copy of the Amended Amended Restricted Court Access Order is Attached as **Appendix "K"**.
- 72) The Receiver respectfully requests that this Honourable Court approve the temporary sealing of the Confidential Appendices attached hereto until October 11, 2024. McLennan Ross, counsel to the Receiver, submitted a Notice to Media of Application to Restrict Access (the "**Notice to Media**") with respect to the Confidential Appendices to this Fifth Report and confirmation of receipt of the Notice to Media was delivered by the Clerk of the Court to McLennan Ross on May 8, 2024. A copy of the confirmation of receipt of the Notice to Media is attached as **Appendix "L"**.

PROFESSIONAL FEES

i. Summary of Receiver's Accounts

- 73) A summary and copies of the Receiver's invoices rendered during the period of July 1, 2023, to April 30, 2024, 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 "M"**.
- 74) The total Receiver fees for the period July 1, 2023, to April 30, 2024, are \$64,066 and disbursements are \$182 as summarized in the table below:

	\$
Fees	64,066
Disbursements	182
GST	3,212
Total	67,461

ii. Receiver Staffing and Hours

75) 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 July 1, 2023, to April 30, 2024, is detailed in the table below:

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	42.90	635/650
Karen Aylward	Vice President	0.80	560
Carolina Bautista	Senior Consultant	0.20	402
Steven Barlott	Manager	62.60	350/395
Administration	Administrative	51.70	216-245
		158.20	

76) 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.

77) 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.

78) The Receiver requests that the Court approve the Receiver's fees for the period July 1, 2023, to April 30, 2024.

iii. Legal Fees

79) 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.

80) The total legal fees of McLennan Ross for the period of June 14, 2023, to April 2, 2024, are \$17,923 and disbursements are \$1,544 as summarized in the table below:

	\$
Fees	17,923
Disbursements	1,544
GST	965
Total	20,431

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

82) The Receiver has reviewed the invoices rendered by McLennan Ross and believes they are both reasonable and proper. The legal services provided were necessary for the Receiver to fulfill its obligations in the proceeding.

83) The Receiver requests that the Court similarly approve the legal fees for June 14, 2023, to April 2, 2024.

84) The Receiver acknowledges that an allocation of professional fees amongst the 449 Properties may be required at a subsequent application to approve a distribution of funds.

RECEIVER'S CHARGE

85) Given the length of time the Properties have been listed for sale and efforts to preserve and protect the Properties by the Receiver, which could not reasonably have been anticipated at the outset of its appointment, its fees and the fees of its counsel will exceed the initial Receiver's Charge of \$300,000 granted in the Receivership Order.

86) The Receiver respectfully requests that this Honourable Court increase the Receiver's Charge to \$450,000.

CONCLUSION

87) The Receiver respectfully requests the Court grant an Order:

- i) Approving the activities of the Receiver as outlined in this Fifth Report;
- ii) Approving the sale of the Sask Drive property to the Purchaser pursuant to the APA, authorizing and approving the APA, and vesting in the Purchaser all right, title, and interest in the Sask Drive property free and clear of all claims;
- iii) Approving the Receiver's interim statement of receipts and disbursements for the period of December 13, 2023, to May 28, 2024;
- iv) Approving the distributions proposed by the Receiver;
- v) Approving the activities and the accounts of the Receiver for the period of July 1, 2023, to April 30, 2024, and its legal counsel for the period of June 14, 2023, to April 2, 2024;
- vi) Increasing the Receiver's Charge to \$450,000;
- vii) Temporarily sealing the Confidential Appendices hereto; and,
- viii) Any further direction that the Court wishes to provide to the Receiver.

All of which is respectfully submitted this 31st day of May 2024.

MNP Ltd.

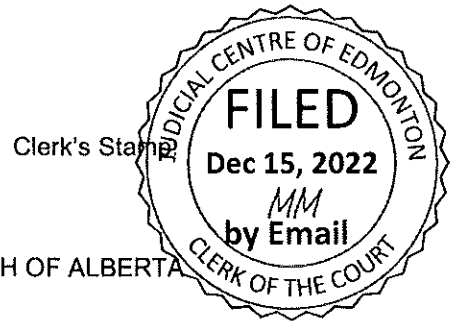
Receiver of all current and future assets, undertakings and properties of every nature and kind whatsoever of 2399430 Alberta Ltd. and 2399449 Alberta Ltd.

Per: _____


Kristin Gray, CPA, CA, CIRP, LIT

APPENDIX A

A copy of the Receivership Order – December 13, 2022



COURT FILE NUMBER 2203 19336
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. AND MPRE GP DEV INC.
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE
DOCUMENT RECEIVERSHIP ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Dentons Canada LLP
2500 Stantec Tower
10220 – 103 Avenue
Edmonton, Alberta T5J 0K4
Ph. (780) 423-7325 Fx. (780) 423-7276
Attention: Nicholas C. Williams
File No.: 511055-121/NCW

DATE ON WHICH ORDER WAS PRONOUNCED:	December 13, 2022
LOCATION WHERE ORDER WAS PRONOUNCED:	Edmonton, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	J.T. NEILSON

UPON the application of Mike Priestner Real Estate Inc. ("**Priestner**") and MPRE GP Dev Inc. ("**GP**") in respect of 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (collectively, the "**Debtors**"); AND UPON being referred to the Application and supporting Affidavit of Kyle Runzer, filed; AND UPON being referred to the consent of MPT Ltd. to act as receiver and manager (the "**Receiver**") of the property of the Debtors; AND UPON hearing submissions from counsel for Priestner and GP; AND UPON hearing submissions from counsel for the Debtors;

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 service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, and section 49 of the *Law of Property Act*, RSA 2000, c L-7, 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;
 - (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 in the ordinary course of business without the approval of this Honourable Court and 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 \$10,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; 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 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;
- (s) with prior Court approval, to assign the Debtors, or any of them, into bankruptcy; and

- (t) 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 (as defined below), including the Debtors, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION 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 5 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 8; 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. Nothing within this Order shall limit or stay the right of the Plaintiff to continue Proceedings against Turnip Homes Inc. or Henok Kassaaye in this Action.

NO EXERCISE OF RIGHTS OR 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, including, without limitation, any rights or remedies or provisions in any agreement, construction, ownership and operating agreement, joint venture agreement or any such similar agreement or agreements to which the Debtor are a party that purport to effect or cause a cessation of operatorship as a result of the occurrence of any default or non-performance by or the insolvency of the Debtors, the making or filing of these proceedings or any allegation, admission or evidence in these proceedings and under no circumstances shall the Debtors be replaced as operator pursuant to any such agreements without further order of this Court provided, however, [that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the *BIA*), and further provided 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 Applicant 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. Nothing

in this Order shall prohibit any party to an eligible financial contract (as defined in the *BIA*) from closing out and terminating such contract in accordance with its terms.

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.

LIMITATION 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 \$300,000.00 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), 81.6(2) and 88 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 \$700,000.00 (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), 81.6(2) and 88 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 allowed 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

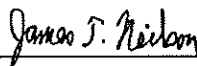
26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

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. The requirement of the parties to engage in a dispute resolution process is dispensed with.
31. The Plaintiff is given leave to continue any and all proceedings in relation to this matter.
32. 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.
33. 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.
34. 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 and his own client basis, to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
35. 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

36. The Receiver shall establish and maintain a website in respect of these proceedings at _____ 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.
37. 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 person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Website;
- and service on any other person is hereby dispensed with.
38. 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.



J.C.K.B.A.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver and manager (in each capacity the "Receiver") of all of the assets, undertaking and property of 2399430 Alberta Ltd. and 2399449 Alberta Ltd., appointed by Order of the Court of King's Bench of Alberta (the "Court") dated the 13th day of December, 2022 (the "Order") made in action 2203 _____, 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 \$700,000.00 which 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 defined in the Order) 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 _____, 202__.

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 for the Properties



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0015 480 866 B2;8;115-117 222 128 555

LEGAL DESCRIPTION
PLAN B2
BLOCK 8
LOTS 115 TO 117 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;53;HB

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 192 300 869

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
222 128 555	06/06/2022	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

2399449 ALBERTA LTD.
OF 300, 9316-82 AVE
EDMONTON
ALBERTA T6C 0Z6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
222 128 556	06/06/2022	MORTGAGE MORTGAGEE - MPRE GP DEV INC. 10220 184 STREET NW EDMONTON ALBERTA T5S2L3 ORIGINAL PRINCIPAL AMOUNT: \$10,106,096
222 215 345	27/09/2022	CERTIFICATE OF LIS PENDENS
232 207 897	06/07/2023	WRIT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
222 128 555

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

CREDITOR - BRETTON WHERVIN
201,10225-100 AVE
EDMONTON
ALBERTA T5J3G1
CREDITOR - ANTHONY COLON
CREDITOR - NIKITAS CHRISTODOULAKIS
BOTH OF:
201,10225-100 AVE
EDMONTON
ALBERTA T5J0A1
DEBTOR - LIMAK REINA INVESTMENTS INC.
DEBTOR - 2399430 ALBERTA LTD.
DEBTOR - 2399449 ALBERTA LTD.
ALL OF :
2200,10235-101 ST
EDMONTON
ALBERTA T5J3G1
AMOUNT: \$450,000 AND COSTS IF ANY
ACTION NUMBER: 2203 07917

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 3 DAY OF APRIL,
2024 AT 01:04 P.M.

ORDER NUMBER: 50135069

CUSTOMER FILE NUMBER: 20230841/RTT



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).



LAND TITLE CERTIFICATE

B
LINC SHORT LEGAL TITLE NUMBER
0015 234 826 I2;103;6 222 128 555 +1

LEGAL DESCRIPTION
PLAN I2
BLOCK 103
LOT 6

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;52;11;RL

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 212 091 478

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 128 555	06/06/2022	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

2399449 ALBERTA LTD.
OF 300, 9316-82 AVE
EDMONTON
ALBERTA T6C 0Z6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
222 128 556	06/06/2022	MORTGAGE MORTGAGEE - MPRE GP DEV INC. 10220 184 STREET NW EDMONTON ALBERTA T5S2L3 ORIGINAL PRINCIPAL AMOUNT: \$10,106,096
222 215 345	27/09/2022	CERTIFICATE OF LIS PENDENS
232 207 897	06/07/2023	WRIT CREDITOR - BRETTON WHERVIN

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
222 128 555 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

201,10225-100 AVE
EDMONTON
ALBERTA T5J3G1
CREDITOR - ANTHONY COLON
CREDITOR - NIKITAS CHRISTODOULAKIS
BOTH OF:
201,10225-100 AVE
EDMONTON
ALBERTA T5J0A1
DEBTOR - LIMAK REINA INVESTMENTS INC.
DEBTOR - 2399430 ALBERTA LTD.
DEBTOR - 2399449 ALBERTA LTD.
ALL OF :
2200,10235-101 ST
EDMONTON
ALBERTA T5J3G1
AMOUNT: \$450,000 AND COSTS IF ANY
ACTION NUMBER: 2203 07917

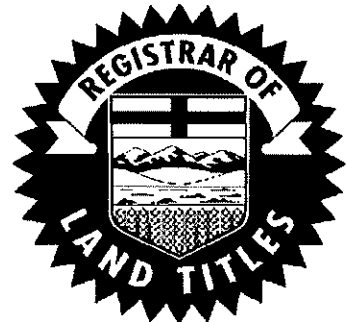
232 209 147 07/07/2023 CAVEAT
RE : LEASE INTEREST
CAVEATOR - 1856121 ALBERTA LTD.
C/O STILLMAN LLP
100, 17420 STONY PLAIN ROAD
EDMONTON
ALBERTA T5S1K6
AGENT - ERIN N VANDERVEEN

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 3 DAY OF APRIL,
2024 AT 01:04 P.M.

ORDER NUMBER: 50135069

CUSTOMER FILE NUMBER: 20230841/RTT



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).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0021 812 011 9220734;48;1A 222 128 555 +2

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 9220734
BLOCK 48
LOT 1A
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;24;52;11;RL
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 222 128 547

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
222 128 555	06/06/2022	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

2399449 ALBERTA LTD.
OF 300, 9316-82 AVE
EDMONTON
ALBERTA T6C 0Z6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5456UM	29/04/1974	CAVEAT CAVEATOR - THE CITY OF EDMONTON. OFFICE OF CITY SOLICITOR, CITY HALL, EDMONTON ALBERTA
202 256 088	18/11/2020	ORDER HISTORICAL RESOURCES ACT
212 110 132	15/05/2021	BY-LAW UNDER THE HISTORICAL RESOURCES ACT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
222 128 555 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

BY - THE CITY OF EDMONTON.

212 110 133 15/05/2021 CONDITION/COVENANT UNDER THE HISTORICAL RESOURCES
ACT
IN FAVOUR OF - THE CITY OF EDMONTON.
HISTORICAL SITE

222 128 556 06/06/2022 MORTGAGE
MORTGAGEE - MPRE GP DEV INC.
10220 184 STREET NW
EDMONTON
ALBERTA T5S2L3
ORIGINAL PRINCIPAL AMOUNT: \$10,106,096

222 215 345 27/09/2022 CERTIFICATE OF LIS PENDENS

232 207 897 06/07/2023 WRIT
CREDITOR - BRETTON WHERVIN
201,10225-100 AVE
EDMONTON
ALBERTA T5J3G1
CREDITOR - ANTHONY COLON
CREDITOR - NIKITAS CHRISTODOULAKIS
BOTH OF:
201,10225-100 AVE
EDMONTON
ALBERTA T5J0A1
DEBTOR - LIMAK REINA INVESTMENTS INC.
DEBTOR - 2399430 ALBERTA LTD.
DEBTOR - 2399449 ALBERTA LTD.
ALL OF :
2200,10235-101 ST
EDMONTON
ALBERTA T5J3G1
AMOUNT: \$450,000 AND COSTS IF ANY
ACTION NUMBER: 2203 07917

TOTAL INSTRUMENTS: 007

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 3 DAY OF APRIL,
2024 AT 01:03 P.M.

ORDER NUMBER: 50135069

CUSTOMER FILE NUMBER: 20230841/RTT



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).

APPENDIX C

A copy of the Sale Order for Jasper Ave – May 1, 2023

COURT FILE NUMBER

2203 19336 *m*
~~2022-19336~~

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFFS

MIKE PRIESTNER REAL ESTATE INC. and
MPRE GP DEV INC.

DEFENDANTS

2399430 ALBERTA LTD., 2399449
ALBERTA LTD., TURNIP HOMES INC. and
HENOK KASSYE

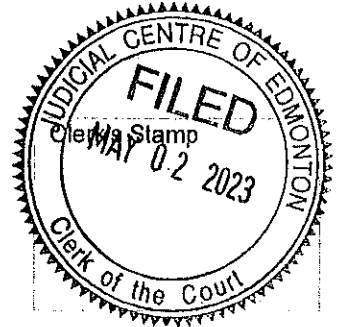
DOCUMENT

APPROVAL AND VESTING ORDER
(Sale by Receiver)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

MCLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Ryan Trainer
Telephone: (780) 482-9153
Email: ryan.trainer@mross.com
File No.: 20230841



DATE ON WHICH ORDER WAS PRONOUNCED: May 1, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Justice N.J. Whitting

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver (the "Receiver") of the undertakings, property and assets of 2399430 Alberta Ltd., ("430 Alberta") and 2399449 Alberta Ltd. (collectively the "Debtors") for an order approving the sale transaction (the "Transaction") contemplated by the Offer to Purchase and Real Estate Purchase Agreement (the "Sale Agreement") between the Receiver and Union Bank Holdings Inc. (the "Purchaser") dated March 31, 2023 and appended to the Confidential Appendices to the Second Report of the Receiver dated April 24, 2023 (the "Second Report"), and vesting in the Purchaser (or its nominee) 430 Alberta's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets");

AND UPON HAVING READ the Receivership Order dated December 13, 2022 (the "Receivership Order"), the Second Report and the Affidavit of Service; AND UPON HEARING the submissions of counsel for the Receiver, and all other parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the 430 Alberta's right, title and interest in and to the Purchased Assets [listed in **Schedule "B"** hereto] shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
 - (d) all those Claims, encumbrances, caveats, interests, easements, and restrictive covenants other than the encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "C"** (collectively, "**Permitted Encumbrances**")

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

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel existing Certificates of Title No. 222 105 236 for those lands and premises municipally described as 10053 Jasper Avenue Edmonton, AB T5J 1S5, and legally described as:

PLAN F
LOT 6
(the "Lands")
 - (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Union Bank Holdings Inc.;
 - (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "C"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "C"**; and
 - (iv) discharge and expunge any encumbrances or Claims (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the 430 Alberta in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of 430 Alberta and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. The Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against 430 Alberta.
10. Upon completion of the Transaction, 430 Alberta and all persons who claim by, through or under the 430 Alberta in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled

to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

11. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the 430 Alberta, or any person claiming by, through or against the 430 Alberta.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the 430 Alberta's records pertaining to the 430 Alberta's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the 430 Alberta was entitled.

MISCELLANEOUS MATTERS

15. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the bankruptcy of the Debtors; and
 - (c) the provisions of any federal or provincial statute:


the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on the trustee in bankruptcy of the 430 Alberta and shall not be void or voidable by creditors of the 430 Alberta, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable

transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended, or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd>

and service on any other person is hereby dispensed with.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Receiver's Certificate

COURT FILE NUMBER	2022 19336	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFFS	MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.	
DEFENDANTS	2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC. and HENOK KASSYE	
DOCUMENT	RECEIVER'S CERTIFICATE	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MCLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Ryan Trainer Telephone: (780) 482-9153 Email: ryan.trainer@mross.com File No.: 20230841

RECITALS

- A. Pursuant to an Order of the Honourable Justice J.T. Nielson of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated December 13, 2022, MNP Ltd. was appointed as the receiver (the "Receiver") of the undertakings, property and assets of 2399430 Alberta Ltd. ("430 Alberta") and 2399449 Alberta Ltd. (the "Debtors").
- B. Pursuant to an Order of the Court dated May 1, 2023, the Court approved the agreement of purchase and sale made as of March 31, 2023 (the "Sale Agreement") between the Receiver and Union Bank Holdings Inc. (the "Purchaser") and provided for the vesting in the Purchaser of the 430 Alberta's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 14 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ on _____.

MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of 2399430 Alberta Ltd. and 2399449 Alberta Ltd., and not in its personal capacity.

Per; _____

Name: Kristin Gray

Title: Senior Vice President

Schedule "B"
PURCHASED ASSETS

Legal Description:

PLAN F
LOT 6

Along with all furniture located on the Lands.

Schedule "C"

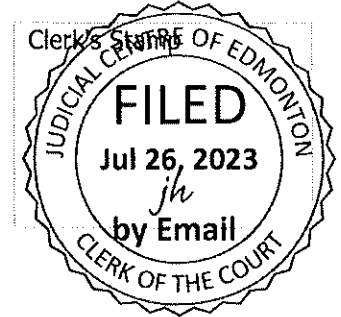
PERMITTED ENCUMBRANCES

- 1. Instrument No. 1251 MI – Caveat**
- 2. Instrument No. 912 239 538 – Encroaching Agreement**
- 3. Instrument No. 972 046 791 – By-law Under The Historical Resources Act**
- 4. Instrument No. 972 116 332 – Agreement**
- 5. Instrument No. 122 292 603 - Caveat**

APPENDIX D

A copy of the Interim Distribution Order – July 26, 2023

COURT FILE NUMBER 2203 19336
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC. and HENOK KASSYE
DOCUMENT **ORDER (INTERIM DISTRIBUTION AND APPROVAL OF RECEIVER'S FEES AND ACTIVITIES)**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MCLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Lawyer: Ryan Trainer
Telephone: (780) 482-9153
Email: ryan.trainer@mross.com
File No.: 20230841

DATE ON WHICH ORDER WAS PRONOUNCED: July 26, 2023

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice N.J. Whiting

UPON THE APPLICATION by MNP Ltd. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of 2399430 Alberta Ltd. ("**430 Alberta**") and 2399449 Alberta Ltd. ("**449 Alberta**") (collectively the "**Debtors**") for an Order approving an interim distribution, the activities of the Receiver and the fees and disbursements of the Receiver and its legal counsel; **AND UPON HAVING READ** the Application, the Receivership Order dated December 13, 2022 (the "**Receivership Order**"), the Receiver's Second Report to the Court dated April 27, 2023, the Receiver's Third Report to the Court dated July 17, 2023, the Affidavit of Kristin Gray sworn July 17, 2023 (the "**Fee Affidavit**"), and the Affidavit of Service; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

INTERIM DISTRIBUTION

2. The Receiver is authorized and directed to make the following distributions without further Order:
 - a. \$4,316,728 to Mike Priestner Real Estate Inc.; and
 - b. \$89,969 to MNP Ltd., Licensed Insolvency Trustee of 2399430 Alberta Ltd. ("**430 Alberta**") to be distributed to unsecured creditors in the bankruptcy of 430 Alberta.

APPROVAL OF RECEIVER'S FEES AND FEE ALLOCATION

3. The Receiver's accounts for fees and disbursements to-date are fair and reasonable and are hereby approved without the necessity of a formal passing of its accounts.
4. The accounts of the Receiver's legal counsel McLennan Ross LLP, for its fees and disbursements, to-date are fair and reasonable and are hereby approved without the necessity of a formal assessment of its accounts.
5. The cost allocation set out in the Receiver's Third Report is fair and reasonable and is hereby approved.

APPROVAL OF RECEIVER'S ACTIVITIES

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


MISCELLANEOUS

7. Service of this Order shall be deemed good and sufficient by:
 - a. Serving the same on:
 - i. the persons listed on the service list created in these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;
 - iv. the Purchaser or the Purchaser's solicitors; and

- (b) Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd>

and service on any other person is hereby dispensed with.

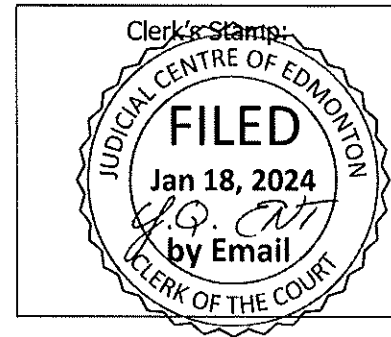
8. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court of King's Bench of Alberta

APPENDIX E

A copy of the Second Interim Distribution Order –
January 12, 2024

COURT FILE NO. 2203 19336
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and
HENOK KASSAYE
DOCUMENT **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Lawyer: Ryan Trainer
Telephone: 780.482.9153
Fax: 780.733.9790
Email: ryan.trainer@mross.com
File No.: 20230841

DATE ON WHICH ORDER WAS PRONOUNCED: JANUARY 12, 2024

LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE MR. JUSTICE G.S. DUNLOP

UPON THE APPLICATION of MNP Ltd. (the "**Receiver**"), solely in its capacity as Court-Appointed Receiver and Manager of the undertakings, property and assets 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (collectively the "**Debtors**"), for an Order, *inter alia*, approving an interim distribution and the activities of the Receiver; **AND UPON HAVING READ** the Application, the Receiver's Fourth Report to the Court dated December 19, 2023 (the "**Fourth Report**"), the Receivership Order dated December 13, 2022 (the "**Receivership Order**"), and the Affidavit of Service; **AND UPON IT** appearing that all interested and affected parties have been served with notice of the Application; **AND UPON HEARING** the submissions of counsel for the Receiver and all other parties in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

INTERIM DISTRIBUTION

2. The Receiver is authorized and directed to make a distribution without further Order to Mike Priestner Real Estate Inc. in the amount of \$30,000.

APPROVAL OF RECEIVER'S ACTIVITIES

3. The Receiver's activities as set out in the Receiver's Fourth Report filed herein and the Statement of Receipts and Disbursements as attached to the Receiver's Fourth Report is hereby ratified and approved.

MISCELLANEOUS

4. Service of this Order shall be deemed good and sufficient by:
 - a. Serving the same on:
 - i. the persons listed on the service list created in these proceedings;
 - ii. any other person served with notice of the application for this Order;
 - iii. any other parties attending or represented at the application for this Order;
 - iv. the Purchaser or the Purchaser's solicitors; and
 - b. Posting a copy of this Order on the Receiver's website at:
<https://mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd>
and service on any other person is hereby dispensed with.
5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

APPENDIX F

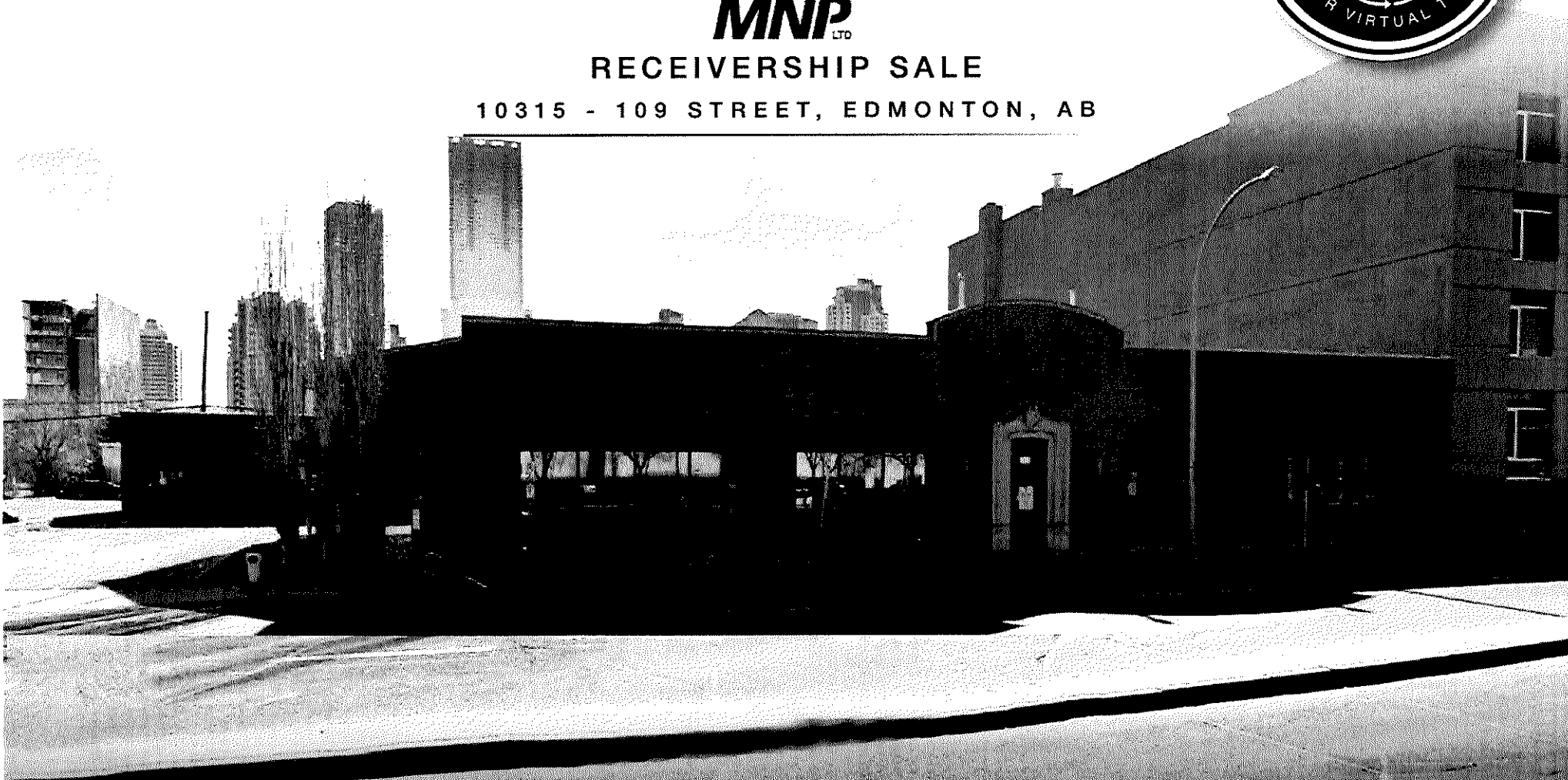
Copies of the NAI Marketing Brochures

NAI Commercial HARVEST BUILDING

MNP_{LTD}

RECEIVERSHIP SALE

10315 - 109 STREET, EDMONTON, AB



VINCE CAPUTO MBA, SIOR
Partner
780 436 7624
vcaputo@naiedmonton.com

MICHAEL PARSONS BCOM
Senior Associate
780 435 5507
mparsons@naiedmonton.com

NAI COMMERCIAL REAL ESTATE INC.
4601 99 Street NW
Edmonton, AB T6E 4Y1
780 436 7410 | naiedmonton.com

THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE CORRECT, BUT IS NOT WARRANTED TO BE SO AND DOES NOT FORM A PART OF ANY FUTURE CONTRACT. THIS OFFERING IS SUBJECT TO CHANGE OR WITHDRAWAL WITHOUT NOTICE.

HARVEST BUILDING | FOR SALE
10315 - 109 STREET, EDMONTON, AB



POTENTIAL REDEVELOPMENT RENDERING

NOT TO SCALE. SUBJECT TO APPROVALS AND REGULATIONS. © 2024 NAI COMMERCIAL REAL ESTATE INC.

NAICommercial

THE OPPORTUNITY

NAI Commercial Real Estate Inc. is pleased to announce the sale listing of the historic Harvest Building located on 10315 - 109 Street in Edmonton, AB.

PROPERTY HIGHLIGHTS

- City Grant Program: Potential incentives available for facade upgrade and future maintenance
- Functionality: 18,181 sq ft, modern open office plan accommodates a variety of professional and/or retail/showroom users
- Prominent Downtown Location: Prime property exposure to 27,600 vehicles per day and easy accessibility to public transportation (per city estimates, 2023)
- Tenant in Place: Fully leased to YMCA until March 2024

» SITE SUITABLE FOR HIGH DENSITY REZONING/ REDEVELOPMENT POTENTIAL

ARCHITECTURALLY DESIGNED INTERIOR WITH EXPOSED BRICK AND TIMBER CEILING DETAILS

13 ON-SITE SURFACE... PARKING STALLS



HARVEST BUILDING | FOR SALE
 10315 - 106 STREET - EDMONTON, AB

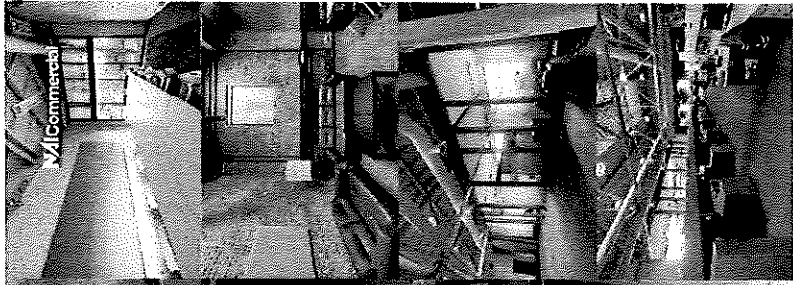


POTENTIAL REDEVELOPMENT RENDERING
 RENDERING NOT FOR CONSTRUCTION PURPOSES - MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

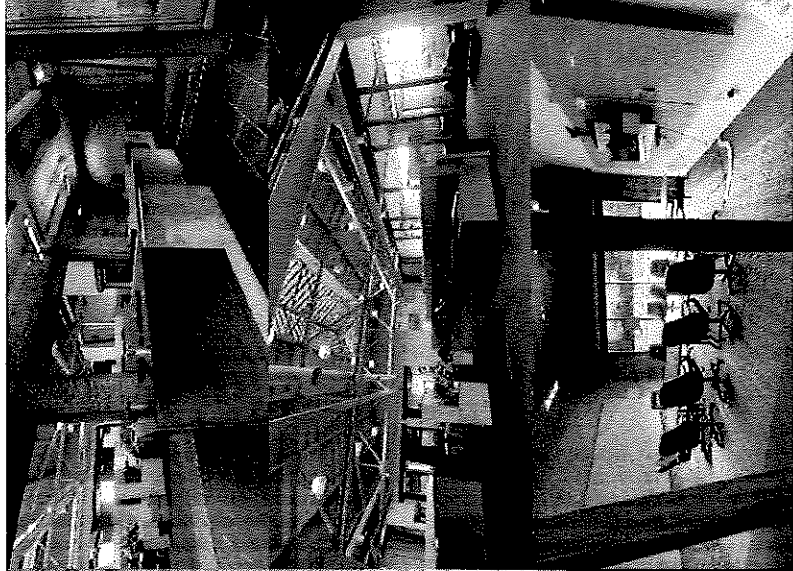
ADDITIONAL INFORMATION

ADDRESS	10315 - 106 Street, Edmonton, AB
LEGAL DESCRIPTION	Plan B2, Block 8, Lots 116-117
ZONING	Urban Warehouse Zone (UW)
PARKING	13 surface stalls
CURRENT TENANT	YMCA Head Office
CURRENT CONFIGURATION	Built out with private perimeter offices, 2x large boardrooms with open workspace/meeting areas, storage rooms, kitchenette and washrooms
BUILDING SIZE	19,121 sq.ft. total
SITE AREA	20,995 sq.ft
SALE PRICE	\$4,000,000





WALCOMMERCIAL



HARVEST BUILDING CORPORATION
1625



HARVEST BUILDING | FOR SALE
10315 106 STREET, EDMONTON, AB

PROPERTY LOCATION

Conveniently located in Edmonton's downtown and entertainment district, close to retail outlets, restaurants, and public transit.

NAI Commercial

2

MINUTES TO
ICE DISTRICT, ROGERS PLACE
& DOWNTOWN CORE

10

MINUTES TO
WHYTE AVENUE



217,794
POPULATION
IN AREA



105,478
HOUSEHOLDS



\$9.55B
CONSUMER
SPENDING



148,272
EMPLOYEES
8,495
BUSINESSES



98131 MF24

NAI COMMERCIAL REAL ESTATE INC.
4601 99 Street NW
Edmonton, AB T6C 4V4
780 436 7410 | naiedmonton.com

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NAI Commercial

NAI COMMERCIAL REAL ESTATE INC.

4601 99 Street NW

Edmonton, AB T6E 4Y1

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NAI Commercial

**SASKATCHEWAN DRIVE
PROFESSIONAL BUILDING**



MNP_{LTD}

RECEIVERSHIP SALE

10507 SASKATCHEWAN DRIVE, EDMONTON, AB



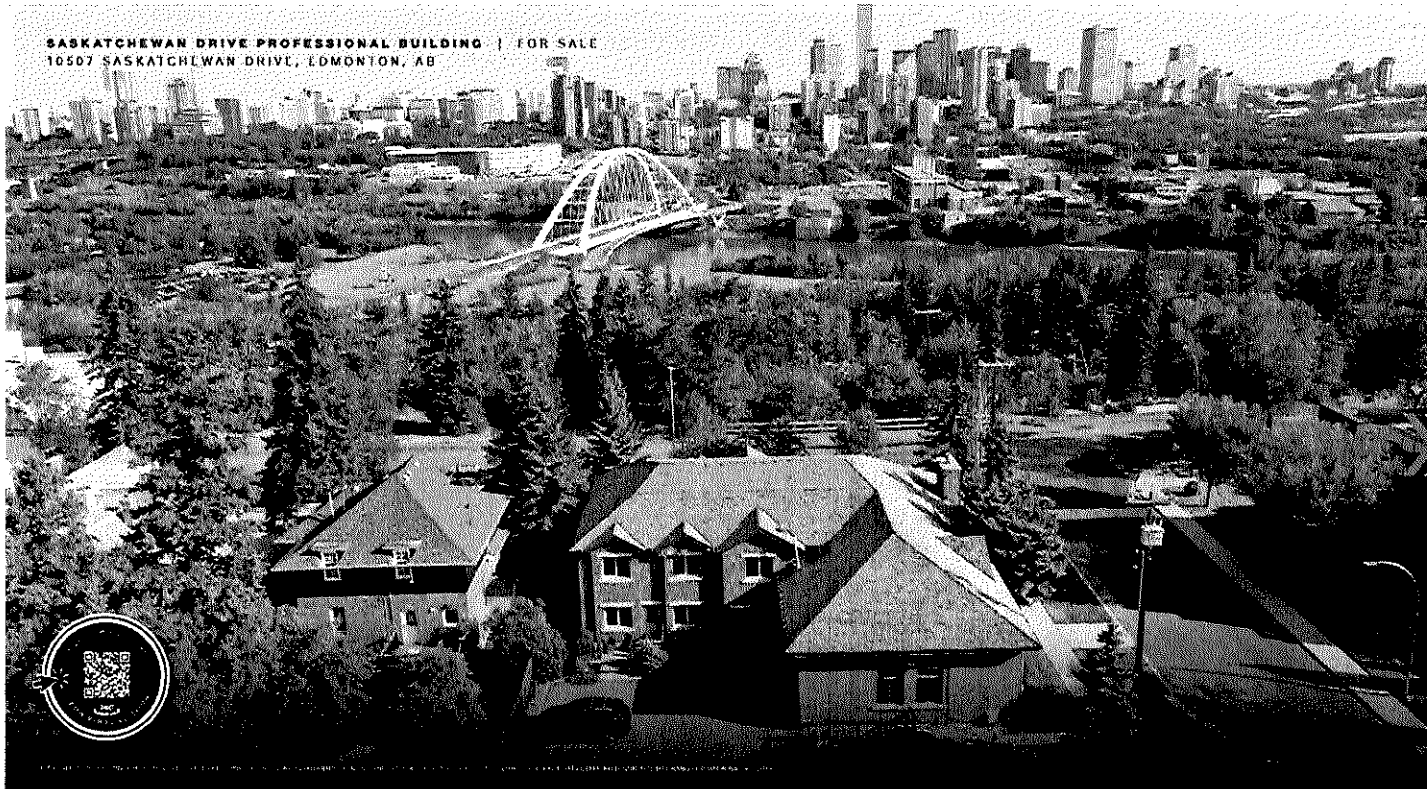
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4601 99 Street NW
Edmonton, AB T6E 4Y1
780 436 7410 | naiedmonton.com

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SASKATCHEWAN DRIVE PROFESSIONAL BUILDING | FOR SALE
10507 SASKATCHEWAN DRIVE, EDMONTON, AB



NAI Commercial

THE OPPORTUNITY

NAI Commercial Real Estate Inc. is pleased to announce the sale listing of a marquee property located on 10507 Saskatchewan Drive in Edmonton, AB.

PROPERTY HIGHLIGHTS

- Prime Location:** Situated in Old Strathcona with easy access to Whyte Avenue and to Downtown Edmonton
- Building Size:** 10,450 sq. ft. 1.5-storey professional building with developed sub-grade space. Includes a reception area, multiple private offices, open workspace areas, storage rooms, a kitchen, washrooms and outdoor patio space
- Tenant in Place:** Currently occupied by Move Team Realty until February 2027 and Fawkes Coffee & Donuts on month-to-month basis

POTENTIAL HIGH DENSITY
TOWER REDEVELOPMENT SITE

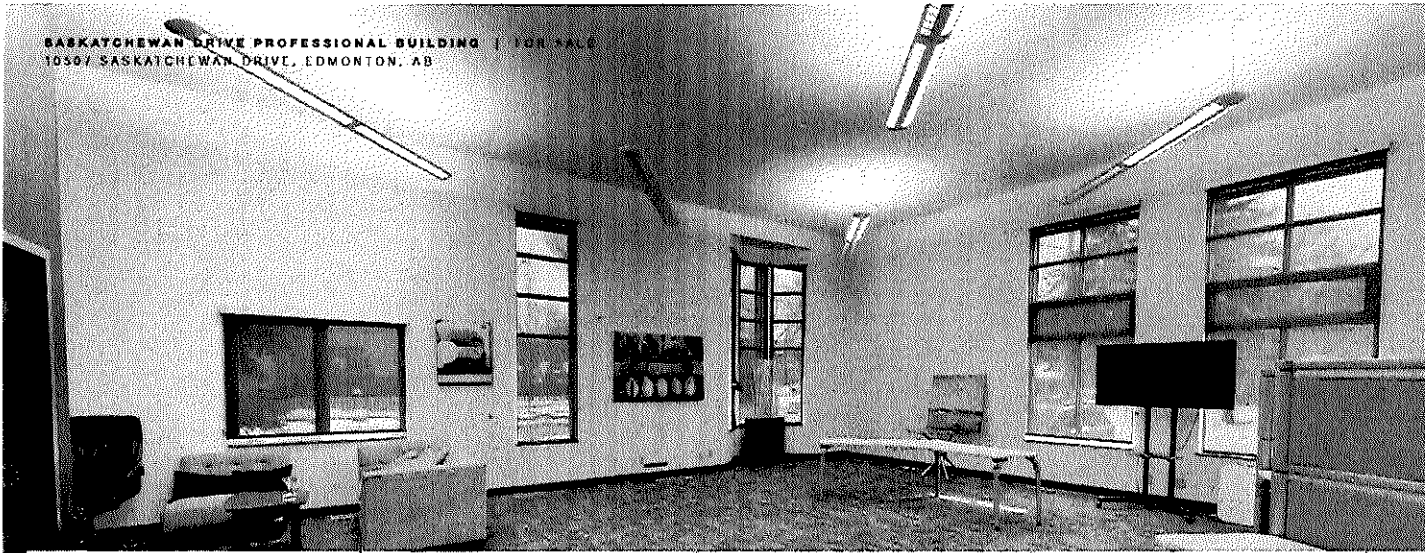
COMMANDING VIEWS OF
CITY SKYLINE AND
THE RIVER VALLEY

18 ON-SITE AND PAVED
SURFACE PARKING STALLS

ENERGY EFFICIENT BUILDING
VIA GEOTHERMAL HVAC SYSTEM



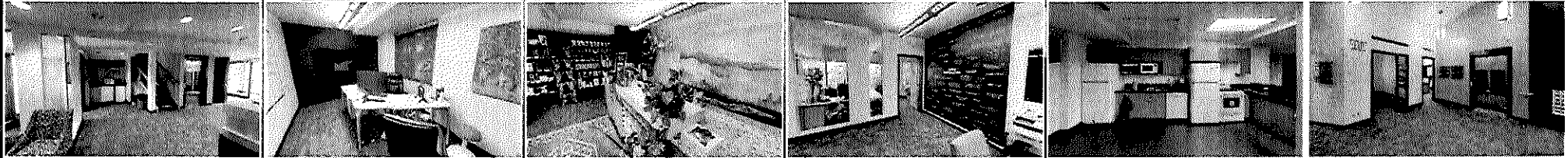
SASKATCHEWAN DRIVE PROFESSIONAL BUILDING | FOR SALE
10507 SASKATCHEWAN DRIVE, EDMONTON, AB



NAI Commercial

ADDITIONAL INFORMATION

ADDRESS	10507 Saskatchewan Drive, Edmonton, AB
LEGAL DESCRIPTION	Plan 12, Block 103, Lot 6
ZONING	Site Specific Development Control Provision (DC2 (595))
PARKING	19 paved surface stalls
BUILDING SIZE	10,450 sq. ft.
SITE AREA	15,750 sq. ft.
SALE PRICE	\$3,100,000

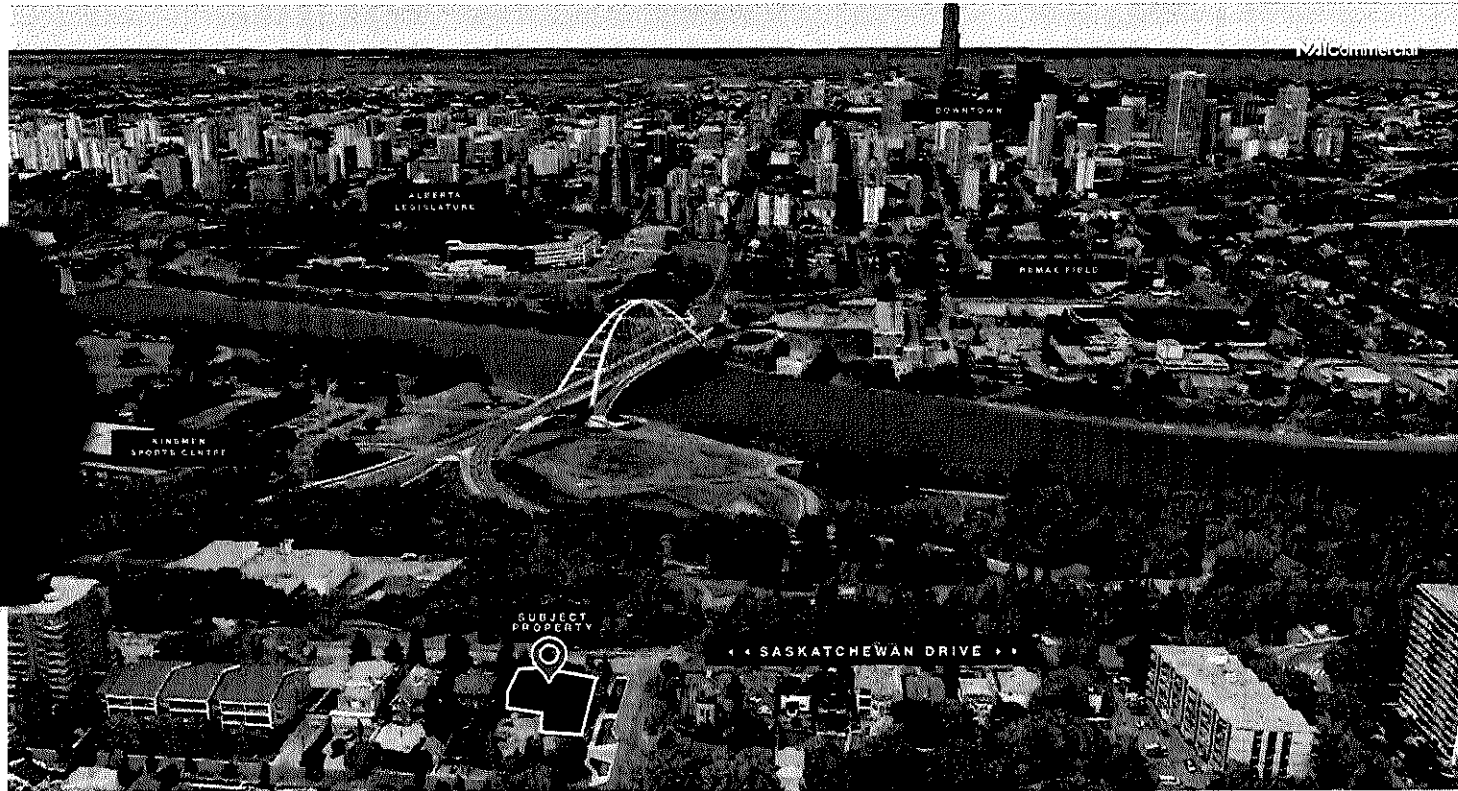


SASKATCHEWAN DRIVE PROFESSIONAL BUILDING | FOR SALE
 10507 SASKATCHEWAN DRIVE, EDMONTON, AB

PROPERTY LOCATION

Conveniently located on Saskatchewan Drive with quick access to Downtown and Whyte Avenue

NAI Commercial



9

MINUTES TO
ICE DISTRICT & DOWNTOWN

6

MINUTES TO
WHYTE AVENUE



200,899
POPULATION
IN AREA



97,421
HOUSEHOLDS



\$9.17B
CONSUMER
SPENDING



161,858
EMPLOYEES
9,405
BUSINESSES

403 433 8921

NAI COMMERCIAL REAL ESTATE INC.

4601 7th Street SW
Edmonton, AB T6C 4X1
780 436 7410 | naiedmonton.com

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF REAL ESTATE. THE INFORMATION IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE. CONTACT YOUR REALTOR FOR MORE INFORMATION.

NAI Commercial

NAI COMMERCIAL REAL ESTATE INC.

4601 99 Street NW

Edmonton, AB T6E 4Y1

780 436 7410 | naiedmonton.com

VINCE CAPUTO MBA, SIOR

Partner

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MICHAEL PARSONS BCOM

Senior Associate

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NAI Commercial
SCONA GARAGE

MNP
RECEIVERSHIP SALE

3020 - 105 STREET, EDMONTON, AB

VINCE CAPUTO MBA, SIOR
Partner
780 436 7624
vcaputo@naiedmonton.com

MICHAEL PARSONS BCOM
Senior Associate
780 435 5507
mparsons@naiedmonton.com

NAI COMMERCIAL REAL ESTATE INC.
4601 99 Street NW
Edmonton, AB T6E 4Y1
780 436 7410 | naiedmonton.com

SCONA GARAGE | FOR SALE
 8020 - 105 STREET, EDMONTON, AB







POTENTIAL REDEVELOPMENT RENDERING

NAI Commercial

PRIME REDEVELOPMENT OPPORTUNITY

NAI Commercial Real Estate Inc. is pleased to announce the sale listing of Scona Garage, a Heritage property with defined roots in Edmonton's history, located on 8020 - 105 Street, Edmonton, AB.

PROPERTY HIGHLIGHTS

-  **Developable Area:** 17,600 sq.ft. over two floors that can accommodate a wide mix of commercial uses.
-  **City Grant Program:** Potential incentives available for property restoration, rehabilitation and future maintenance.
-  **Neighbouring Development:** Whyte Avenue corridor is slated for an additional 864 residential units.
-  **Location:** Situated in the heart of Old Strathcona, just one block south of Whyte Avenue's notorious 105 Street intersection, seeing exposure to 23,700 vehicles per day (V.D.) (City of Edmonton, 2020).



PROPERTY LOCATED WITHIN WALKING DISTANCE FROM THE 40,000-STUDENT UNIVERSITY OF ALBERTA

OLD STRATHCONA REMAINS A DENSE COMMERCIAL/RESIDENTIAL DEVELOPMENT CORRIDOR OFFERING ABUNDANT WALK-BY TRAFFIC



SCONA GARAGE
8070 105 STREET, EDMONTON, AB



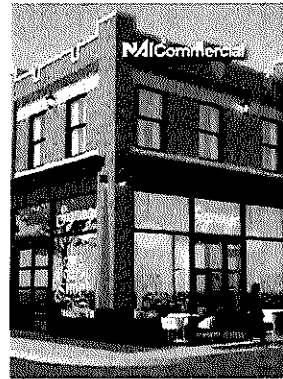
POTENTIAL REDEVELOPMENT RENDERING

RENDERING BY: [unreadable]

[unreadable]

ADDITIONAL INFORMATION

ADDRESS	8020 - 105 Street, Edmonton, AB
LEGAL DESCRIPTION	Lot 1A, Block 48, Plan 9220734
ZONING	General Business Zone (CB2)
PARKING	Street parking
YEAR BUILT	1912
BUILDING SIZE	8,800 sq.ft ± main floor 8,800 sq.ft ± 2nd floor 17,600 sq.ft. total
PROPERTY TAXES	\$46,572.99 (2022)
SALE PRICE	\$3,600,000



SCONA GARAGE | FOR SALE
 8070 - 105 STREET, EDMONTON, AB

PROPERTY LOCATION

Conveniently located in Edmonton's main arts and entertainment district, close to retail outlets, restaurants, and public transit.

6

MINUTES TO
UNIVERSITY OF ALBERTA

10

MINUTES TO
DOWNTOWN EDMONTON



193,303
POPULATION
IN AREA



93,723
HOUSEHOLDS



\$8.89B
CONSUMER
SPENDING



166,131
EMPLOYEES
9,589
BUSINESSES

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NAI COMMERCIAL REAL ESTATE INC.
 4601 99 Street NW
 Edmonton, AB T6C 4Y3
 780.436.7410 | nai.edmonton.com

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NAI Commercial



NAI Commercial

NAI COMMERCIAL REAL ESTATE INC.

4601 99 Street NW
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APPENDIX G

Interim Statement of Receipts and Disbursements for the period
of December 13, 2022, to May 28, 2024

Estate No: 24-116276

Estate No: 24-116277

In the Matter of the Receivership of 2399430 Alberta Ltd. and 2399449 Alberta Ltd.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of December 13, 2022 to May 28, 2024

	430 Alberta	449 Alberta
	\$'s	\$'s
Receipts		
Sale of assets	4,800,000	-
Rental income	-	588,460
Receiver's borrowings	-	350,000
Interest	30,663	11,135
Miscellaneous receipts and refunds	4,000	1,865
GST refund	2,954	-
GST collected	-	29,423
	<u>4,837,617</u>	<u>980,883</u>
Disbursements		
Commissions	120,000	-
Transfer to bankruptcy trustee	100,469	20,600
Receiver's fees	66,858	171,279
Utilities	53,651	133,549
Insurance	53,572	203,573
Property taxes	34,842	-
Legal fees	33,707	45,586
Repair and maintenance	16,141	157,398
GST paid	9,339	33,852
Administrative costs (license fees, redirect mail)	73	313
	<u>488,652</u>	<u>766,150</u>
Receipts over disbursements	<u>4,348,966</u>	<u>214,733</u>
Less:		
Distribution to secured creditor - Mike Priestner Real Estate Inc.	4,346,728	-
Funds Held In Trust	<u>2,238</u>	<u>214,733</u>

MNP Ltd.

Receiver of 2399449 Alberta Ltd. and 2399430 Alberta Ltd.

APPENDIX H

A copy of the 449 Alberta Personal Property Registry
dated May 28, 2024

Search ID #: Z17423637

Transmitting Party

MNP LTD.

1300, 10235-101 Street
EDMONTON, AB T5J 3G1

Party Code: 50100742
Phone #: 780 455 1155
Reference #:

Search ID #: Z17423637

Date of Search: 2024-May-28

Time of Search: 11:19:52

Business Debtor Search For:

2399449 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z17423637

Business Debtor Search For:

2399449 ALBERTA LTD.

Search ID #: Z17423637

Date of Search: 2024-May-28

Time of Search: 11:19:52

Registration Number: 22120816144

Registration Date: 2022-Dec-08

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Dec-08 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 2203 07917

Judgment Date is 2022-Dec-07

This Writ was issued on 2022-Dec-08

Type of Judgment is Other

Original Judgment Amount: \$450,000.00

Post Judgment Interest: \$0.00

Costs Are: \$0.00

Current Amount Owing: \$449,894.89

Exact Match on: Debtor No: 3

Amendments to Registration

23022329830

Distribution

2023-Feb-23

23022836556

Distribution

2023-Feb-28

Solicitor / Agent

BLAKELY & DUSHENSKI
#201, 10225 - 100 AVENUE
EDMONTON, AB T5J0A1

Phone #: 780 425 7200

Fax #: 780 425 7202

Reference #: 22994

Email: bdushenski@bdcounsel.ca

Search ID #: Z17423637

Debtor(s)

Block

Status
Current

1 LIMAK REINA INVESTMENTS INC.
#2200, 10235 - 101 STREET
EDMONTON, AB T5J 3G1

Block

Status
Current

2 2399430 ALBERTA LTD.
2200, 10235 - 101 STREET
EDMOONTON, AB T5J3G1

Block

Status
Current

3 2399449 ALBERTA LTD.
2200, 10235 - 101 STREET
EDMONTON, AB T5J3G1

Creditor(s)

Block

Status
Current

1 WHERVIN, BRETTON
201, 10225 - 100 AVENUE
EDMONTON, AB T5J0A1
Email: bdushenski@bdcounsel.ca

Block

Status
Current

2 COLON, ANTHONY
#201, 10225 - 100 AVENUE
EDMONTON, AB T5J0A1
Email: bdushenski@bdcounsel.ca

Block

Status
Current

3 CHRISTODOULAKIS, NIKITAS
#201, 10225 - 100 AVENUE
EDMONTON, AB T5J0A1
Email: bdushenski@bdcounsel.ca

Search ID #: Z17423637

Business Debtor Search For:

2399449 ALBERTA LTD.

Search ID #: Z17423637

Date of Search: 2024-May-28

Time of Search: 11:19:52

Registration Number: 23030736212

Registration Date: 2023-Mar-07

Registration Type: BANKRUPTCY / PROPOSAL

Registration Status: Current

Registration Term: Infinity

Court Location: Edmonton Judicial Centre Court File Number: BB203 914605

Date Filed: 2023-Feb-23

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 2399449 ALBERTA LTD.
EDMONTON, AB

Trustee

Block

Status

Current

1 MNP LTD.
500, 14310 - 111 AVENUE
EDMONTON, AB T5M3Z7

Result Complete

APPENDIX I

A copy of the Restricted Court Access Order – May 1, 2023

COURT FILE NO.

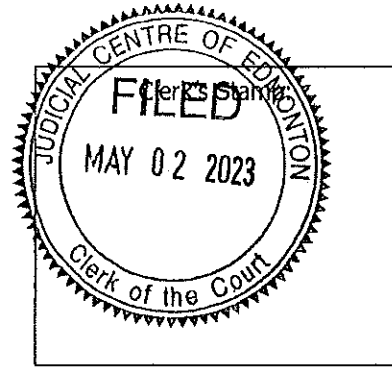
2203 19336 *M*
~~2022-19336~~

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON



PLAINTIFFS

MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.

DEFENDANTS

2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE

DOCUMENT

RESTRICTED COURT ACCESS ORDER

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Ryan Trainer
Telephone: 780.482.9153
Fax: 780.733.9790
Email: ryan.trainer@mross.com
File No.: 20230841

DATE ON WHICH ORDER WAS PRONOUNCED: MAY 1, 2023

LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE MR. N.J. WHITLING

UPON THE APPLICATION of MNP Ltd. (the "Receiver"), solely in its capacity as Court-Appointed Receiver and Manager of 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (the "Debtors"), for an Order, *inter alia*, sealing the Confidential Appendices to the Receiver's Second Report to the Court (the "Second Report") submitted by the Receiver dated April 24, 2023 (the "Confidential Appendices"); AND UPON having read the Recevlership Order granted December 15, 2022, and all application materials, filed; AND UPON hearing from counsel for the Receiver and all other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of notice of this application is hereby abridged to that given, and service is deemed good and sufficient.
2. The Confidential Appendices to the Second Report shall be sealed on the Court file until August 1, 2023, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Receiver may apply for an extension of this date in the event the sale of the Debtors' assets does not close or for such other commercially sensitive reason that requires the Confidential Appendices to remain sealed.

3. The Confidential Appendices shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY MNP LTD., AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL AUGUST 1, 2023 OR FURTHER ORDER PURSUANT TO THE SEALING ORDER ISSUED BY THE HONORABLE MR. JUSTICE N.J. WHITLING ON MAY 1, 2023.

4. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Debtor or its solicitors; and
 - (b) Posting a copy of this Order on the Receiver's website at: mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd

and service on any other person is hereby dispensed with.

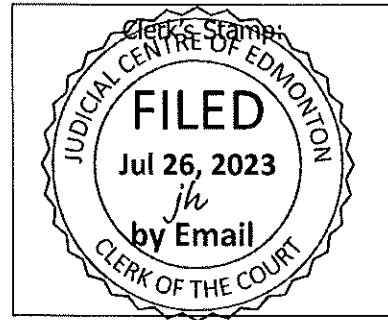
5. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court Of King's Bench of Alberta

APPENDIX J

A copy of the Amended Restricted Court Access Order –
July 26, 2023

COURT FILE NO. 2203 19336
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE

DOCUMENT **AMENDED RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Lawyer: Ryan Trainer
Telephone: 780.482.9153
Fax: 780.733.9790
Email: ryan.trainer@mross.com
File No.: 20230841

DATE ON WHICH ORDER WAS PRONOUNCED: July 26, 2023

LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE JUSTICE N.J. WHITLING

UPON THE APPLICATION of MNP Ltd. (the "Receiver"), solely in its capacity as Court-Appointed Receiver and Manager of 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (collectively the "Debtors"), for an Order, *inter alia*, sealing the Confidential Appendices to the Receiver's Second Report to the Court (the "Second Report") submitted by the Receiver dated April 24, 2023 (the "Confidential Appendices"); AND UPON having read the Third Report to the Court of the Receiver; AND UPON having read the Receivership Order granted December 15, 2022, and all application materials, filed; AND UPON hearing from counsel for the Receiver and all other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of notice of this application is hereby abridged to that given, and service is deemed good and sufficient.
2. The Confidential Appendices to the Second Report shall be sealed on the Court file until February 1, 2024, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Receiver may apply for an extension of this date in the event the sale of the Debtors' assets does not close or for such other commercially sensitive reason that requires the Confidential Appendices to remain sealed.

3. The Confidential Appendices shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY MNP LTD., AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FEBRUARY 1, 2024, OR FURTHER ORDER PURSUANT TO THE SEALING ORDER ISSUED BY THE HONORABLE MR. JUSTICE N.J. WHITLING ON JULY 26, 2023.

4. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Debtor or its solicitors; and

(b) Posting a copy of this Order on the Receiver's website at: mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd

and service on any other person is hereby dispensed with.

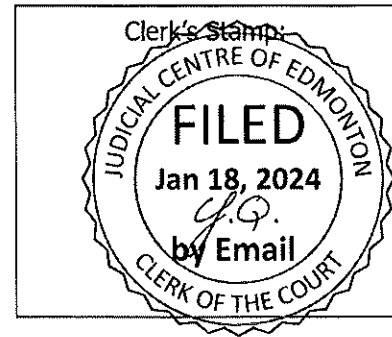
5. Service of this Order maybe effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court of King's Bench of Alberta

APPENDIX K

A copy of the Amended Amended Restricted Court Access
Order – January 12, 2024

COURT FILE NO. 2203 19336
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFFS MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.
DEFENDANTS 2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE

DOCUMENT **AMENDED AMENDED RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Lawyer: Ryan Trainer
Telephone: 780.482.9153
Fax: 780.733.9790
Email: ryan.trainer@mross.com
File No.: 20230841

DATE ON WHICH ORDER WAS PRONOUNCED: January 12, 2024

LOCATION OF HEARING OR TRIAL: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: THE HONOURABLE MR. JUSTICE G.S. DUNLOP

UPON THE APPLICATION of MNP Ltd. (the "Receiver"), solely in its capacity as Court-Appointed Receiver and Manager of 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (collectively the "Debtors"), for an Order, *inter alia*, sealing the Confidential Appendices to the Receiver's Second Report to the Court (the "Second Report") submitted by the Receiver dated April 24, 2023 (the "Confidential Appendices"); AND UPON having read the Receiver's Fourth Report to the Court dated December 19, 2023; AND UPON having read the Receivership Order granted December 15, 2022, and all application materials, filed; AND UPON hearing from counsel for the Receiver and all other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of notice of this application is hereby abridged to that given, and service is deemed good and sufficient.
2. The Confidential Appendices to the Second Report shall be sealed on the Court file until February 1, 2025, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*. The Receiver may apply for an extension of this date in the event the sale of the Debtors' assets does not close or for such other commercially sensitive reason that requires the Confidential Appendices to remain sealed.

3. The Confidential Appendices shall be kept sealed and confidential, and shall not form part of the public record, and the Clerk of the Court is hereby directed to file the sealed Confidential Appendices separate and apart from all other contents of the Court file in a sealed envelope attached to a Notice that sets out the title of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY MNP LTD., AND THE CONFIDENTIAL MATERIALS ARE SEALED UNTIL FEBRUARY 1, 2025, OR FURTHER ORDER PURSUANT TO THE SEALING ORDER ISSUED BY THE HONORABLE JUSTICE G.S. DUNLOP ON JANUARY 12, 2024.

4. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Debtor or its solicitors; and

(b) Posting a copy of this Order on the Receiver's website at: mnpdebt.ca/en/corporate/corporate-engagements/2399430-alberta-ltd-and-2399449-alberta-ltd

and service on any other person is hereby dispensed with.

5. Service of this Order maybe effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

APPENDIX L

A copy of the Notice to Media confirmation – May 8, 2024

Steven Barlott

From: CommunicationsOfficer QB <CommunicationsOfficer.QB@albertacourts.ca>
Sent: May 8, 2024 9:19 AM
To: Ryan Trainer
Subject: Fw: Notice to Media - Application to Restrict Access

Notice: External Email

Please see the below confirmation that the Court of King's Bench of Alberta has received your 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	2203 19336
Plaintiff	Mike Priestner Real Estate Inc. and MPRE GP Dev Inc.
Name(s) of Accused(s), Defendant(s), Respondent(s)	2399430 Alberta Ltd. and 2399449 Alberta Ltd.
Court Location	Edmonton
Court Date and Time	June 11, 2024 at 10:00 a.m.

Details of Application

Applicant Type	Other
Applicant's Name	MNP Ltd. as Receiver and Manager of 2399430 Alberta Ltd. and 2399449 Alberta Ltd.
Applicant's Lawyer	Ryan Trainer
Email Address	ryan.trainer@mross.com

Details of restriction applied for The Receiver is seeking an order sealing the confidential appendices to the Receiver's Fifth Report to the Court.

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](#)

APPENDIX M

A copy of the Fee Affidavit of Kristin Gray

Clerk's stamp:

COURT FILE NUMBER	2203-19336
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFFS	MIKE PRIESTNER REAL ESTATE INC. and MPRE GP DEV INC.
DEFENDANTS	2399430 ALBERTA LTD., 2399449 ALBERTA LTD., TURNIP HOMES INC., and HENOK KASSAYE
DOCUMENT	<u>FEE AFFIDAVIT</u>
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 MAY 31, 2024**

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 2399430 Alberta Ltd. and 2399449 Alberta Ltd. (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 2399430 Alberta Ltd. and 2399449 Alberta Ltd. pursuant to the Order of the Honourable Justice Neilson of the Alberta Court of King's Bench dated December 13, 2022 (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 July 1, 2023, to April 30, 2024, 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 - \$635/650;
 - (ii) Karen Aylward, Vice President - \$560;
 - (iii) Carolina Bautista, Senior Consultant - \$402
 - (iv) Steven Barlott, Manager - \$350/395;
 - (v) Isobel Smith, Administration (Non-Professional) - \$216/245;
 - (vi) Megan Schafer, Administration (Non-Professional) - \$245;
 - (vii) Shanna Massa, Administration (Non-Professional) - \$245;
 - (viii) Rebecca Namiiro, Administration (Non-Professional) - \$244;
 - (ix) Shanna Marshall, Administration (Non-Professional) - \$216; and,
 - (x) Liz Zhang, Administration (Non-Professional) - \$216;
 - (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.
 - (d) The disbursements contained in the accounts total \$182.00 and comprise of fees related to the redirection of mail.
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 June 14, 2023, to April 2, 2024, 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:

EXHIBIT A

Copies of the Receiver's Invoices

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

Kristin Gray

Sworn before me this 31 day

of May, 2024

[Signature]
A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH

A Commissioner for Oaths
in and for Alberta

My Commission expires August 31, 2024
Appointee No. 0764665

In the Matter of the Receivership of 2394430 Alberta Ltd. and 2399449 Alberta Ltd.

**Summary of Receiver's Fees
For the period of July 1, 2023, to April 30, 2024**

Period	Invoice	Fees	Disbursements	GST	Total
July 1, 2023 to July 31, 2023	11185238	11,927.70	182.00	605.49	12,715.19
August 1, 2023 to August 31, 2023	11231483	2,597.50	-	129.88	2,727.38
September 1, 2023 to September 30, 2023	11269908	5,245.00	-	262.25	5,507.25
October 1, 2023 to October 31, 2023	11322117	5,074.20	-	253.71	5,327.91
November 1, 2023 to November 30, 2023	11365131	4,239.50	-	211.98	4,451.48
December 1, 2023 to December 31, 2023	11397474	9,914.20	-	495.71	10,409.91
January 1, 2024 to January 31, 2024	11452025	5,994.90	-	299.75	6,294.65
February 1, 2024 to February 29, 2024	11502870	2,743.50	-	137.18	2,880.68
March 1, 2024 to March 31, 2024	11630057	7,046.50	-	352.33	7,398.83
April 1, 2024 to April 30, 2024	11724834	9,283.30	-	464.17	9,747.47
		64,066.30	182.00	3,212.45	67,460.75



August 22, 2023

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11185238 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

August 22, 2023

Invoice No: 11185238
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**

Client Number: 982968

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	MS	Deposit funds received;	.10	24.50
04-Jul-2023	SB	Complete the City of Edmonton Assessment Request for Information for 10315 109 Street NW ("Harvest"); Review and approve invoices for payment; Various correspondence;	1.20	420.00
04-Jul-2023	IS	Various correspondence with Canada Post regarding setting up a mail forward;	.50	108.00
04-Jul-2023	KG	Review and approve invoices for payment;	.20	127.00
05-Jul-2023	IS	Arrange mail forward for 10503 81 Avenue NW ("Scona Garage") with Canada Post;	.50	108.00
06-Jul-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	216.00
06-Jul-2023	LZ	Prepare and edit the Fee Affidavit;	1.00	216.00
07-Jul-2023	SB	Draft the Receiver's Third Report to Court ("Third Report");	3.50	1,225.00
07-Jul-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.70	151.20
07-Jul-2023	KG	Correspondence with Richard Tino of Leibel Insurance Group ("Leibel") to confirm cancellation documents and refund instructions; Sign cheques;	.20	127.00

07-Jul-2023	LZ	Edits to the summary of the Receiver's time and fees related to 10053 Jasper Avenue ("Jasper Avenue"); Edits to the Fee Affidavit and send the same to Isobel Smith to review;	2.00	432.00
10-Jul-2023	IS	Correspondence with the CRA regarding the GST account; Edit and finalize miscellaneous correspondence;	.60	129.60
11-Jul-2023	KG	Prepare an outline for the Third Report; Discussions with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") and Steven Barlott regarding the same; Marketing update from NAI Commercial ("NAI");	.30	190.50
12-Jul-2023	MS	Deposit funds received;	.10	24.50
12-Jul-2023	SB	Review invoices for payment;	.30	105.00
12-Jul-2023	IS	Correspondence with the CRA regarding recent GST returns for Jasper Ave;	.40	86.40
13-Jul-2023	SB	Prepare a Statement of Receipts and Disbursements ("R&D") as at July 13, 2023; Edits to the Third Report;	3.00	1,050.00
13-Jul-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.40	86.40
14-Jul-2023	SB	Edits to the Third Report; Prepare cost allocations and distribution calculations for the Third Report. Review same with Kirstin Gray;	3.50	1,225.00
14-Jul-2023	KG	Review and edit the R&D as at July 13, 2023; Review and edit the allocation summary; Review and edit the Third Report;	3.20	2,032.00
14-Jul-2023	LZ	Edits to the Fee Affidavit for the Third Court;	1.00	216.00
17-Jul-2023	SB	Correspondence with Ken Mugeridge of the YMCA regarding maintenance issues at Harvest, and coordinate repair of the same; Review and edits to various correspondence;	.80	280.00
17-Jul-2023	IS	Review, edit, and finalize the Third Report; Finalize the Fee Affidavit; Compile appendices; Commission the Fee Affidavit; Send the Third Report to Ryan Trainer of	2.30	496.80

		McLennan Ross; Post website update;		
17-Jul-2023	KG	Review draft application and Order; Finalize Fee Affidavit and Third Report; Review final application materials; Website update instructions;	.70	444.50
18-Jul-2023	SB	Review and approve payables for payment;	.50	175.00
19-Jul-2023	IS	Review Builder's Lien. Various discussions with Kristin Gray regarding the same; Post funds received in Ascend. Arrange deposit of the same; Website update; Various estate banking tasks;	1.00	216.00
19-Jul-2023	KG	Review lien from Gala Construction. Forward to Ryan Trainer of McLennan Ross; Correspondence with Ryan Trainer of McLennan Ross regarding the lien filed by Standard Demolition;	.30	190.50
21-Jul-2023	IS	Various estate banking administration;	.10	21.60
25-Jul-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.40	86.40
26-Jul-2023	RN	Prepare bank reconciliation for June 2023;	.30	73.20
26-Jul-2023	SM	Deposit funds received;	.10	24.50
26-Jul-2023	IS	Post funds received to Ascend. Arrange deposit of the same; Update GST Log;	.40	86.40
26-Jul-2023	KG	Prepare for and attend application to approve allocation and distribution; Correspondence with Ryan Trainer of McLennan Ross regarding the Jasper Ave Sale and Vesting Order ("SAVO") and approval of fees and activities. Review correspondence to the Court regarding the same; Review amended Interim Distribution Order; Review and approve invoices for payment; Sign cheques; Various correspondence with Vince Caputo of NAI and Ryan Trainer of McLennan Ross regarding the Harvest offer; Approve distributions and give instructions to Isobel Smith regarding the same; Website update;	1.50	952.50

27-Jul-2023	SB	Correspondence with Ken Muggeridge of the YMCA regarding pre-receivership outstanding amounts;	.30	105.00
27-Jul-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.20	43.20
28-Jul-2023	IS	Verbally confirm wire instructions; Prepare outgoing wire transfer requests; Send the same to Kristin Gray for signing; Various estate banking tasks; Send confirmation of sending wire funds to Kyle Runzer of Mike Priestner Real Estate Inc.;	1.00	216.00
31-Jul-2023	IS	Add Dependable Heating to the creditor list; Various estate banking tasks; Post disbursement to Ascend;	1.00	216.00
TOTAL			37.30	12,510.90

INVOICE SUMMARY

PROFESSIONAL FEES		\$11,927.70
DISBURSEMENTS		
Mall Forward	<u>182.00</u>	182.00
GST on Professional Fees	596.39	
GST on Taxable Disbursements	<u>9.10</u>	605.49
TOTAL THIS INVOICE		<u>\$12,715.19</u>

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	6.40	635.00	4,064.00
Steven Barlott	Senior Consultant	13.10	350.00	4,585.00
Megan Schafer	Administration	0.20	245.00	49.00
Shannon Massa	Administration	0.10	245.00	24.50
Rebecca Namiiro	Administration	0.30	244.00	73.20
Isobel Smith	Administration	10.50	216.00	2,268.00
Liz Zhang	Administration	4.00	216.00	864.00
Time Billed		<u>34.60</u>	<u>344.73 *</u>	<u>11,927.70</u>

(*Average)

September 25, 2023

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**


Please find enclosed our Invoice No. 11231483 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per:


Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

September 25, 2023

Invoice No: 11231483
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

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	MS	Verified deposit;	.20	49.00
01-Aug-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail; Post funds received to Ascend. Arrange deposit of the same;	.80	172.80
03-Aug-2023	KG	Receive an update from Vince Caputo of NAI on the Harvest offer;	.30	190.50
04-Aug-2023	KG	Final email correspondence to the Company regarding bookkeeping transactions and correspondence from CRA;	.20	127.00
08-Aug-2023	SB	Call from WCB regarding 2399430 Alberta Ltd. employee and wage reporting;	.30	105.00
09-Aug-2023	SB	Correspondence with Ken Muggeridge of YMCA regarding ongoing plumbing issues, correspondence with Mali Marken of Soul Mechanical regarding the same;	.30	105.00
10-Aug-2023	SB	Correspondence with Mali Marken of Soul Mechanical regarding recommendations on further actions for ongoing plumbing issues at Harvest;	.30	105.00
10-Aug-2023	IS	Post disbursements to Ascend. Prepare cheques for the same;	.50	108.00

14-Aug-2023	SB	Correspondence with Soul Mechanical regarding plumbing issues at Harvest;	.20	70.00
14-Aug-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	216.00
16-Aug-2023	SB	Review and edits to various correspondence;	.30	105.00
16-Aug-2023	IS	Post funds received to Ascend. Various estate banking tasks relating to the same;	.30	64.80
21-Aug-2023	SB	Correspondence with Edwin Manahan of Two Sons Janitorial regarding cleaning at Harvest; Review invoice for payment;	.20	70.00
22-Aug-2023	IS	Post disbursement to Ascend. Prepare cheque for the same; Arrange to mail; Edit and finalize miscellaneous correspondence;	.70	151.20
22-Aug-2023	KG	Review and approve invoices for payment. Sign cheques. Call from the City of Edmonton regarding graffiti on Scona; Receive an update from Vince Caputo of NAI on the Harvest offer; Email correspondence to the lender with an update on marketing and price reduction recommendations; Email follow up to the Company on the status of the bookkeeping and transaction explanations;	1.00	635.00
24-Aug-2023	IS	Post disbursement to Ascend. Prepare cheque for the same; Arrange mailing;	.20	43.20
28-Aug-2023	SB	Correspondence with Ken Muggerridge of YMCA regarding broken window, coordinate board up and repair of the same;	.30	105.00
31-Aug-2023	SB	Review invoices for payment; Update from Lyle Cote regarding property checks and graffiti at Scona, follow up with graffiti removal; Review utility invoices for payment; Call with City Glass regarding window replacement at Harvest;	.50	175.00
TOTAL			7.60	2,597.50

INVOICE SUMMARY

PROFESSIONAL FEES		\$2,597.50
GST on Professional Fees	<u>129.88</u>	129.88
TOTAL THIS INVOICE		<u>\$2,727.38</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	1.50	635.00	952.50
Steven Barlott	Senior Consultant	2.40	350.00	840.00
Megan Schafer	Administration	0.20	245.00	49.00
Isobel Smith	Administration	3.50	216.00	756.00
Time Billed		7.60	341.78 *	2,597.50

(*Average)

October 23, 2023

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer


**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

Please find enclosed our Invoice No. 11269908 for professional services rendered for the period of September 1, 2023, to September 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

October 23, 2023

Invoice No: 11269908
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

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

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Sep-2023	RN	Prepare bank reconciliation for July 2023;	.20	48.80
01-Sep-2023	SB	Review and approve invoices for payment; Follow up with Goodbye Graffiti regarding 10503 81 Avenue NW ("Scona");	.50	175.00
05-Sep-2023	MS	Deposit funds received;	.10	24.50
05-Sep-2023	SB	Review and approve quotes for window replacement at Harvest, pay deposit by credit card regarding the same;	.30	105.00
05-Sep-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.80	172.80
05-Sep-2023	KG	Review and approve invoices for payment; Correspondence with Steven Barlott regarding snow removal contracts; Sign cheques;	.40	254.00
06-Sep-2023	SB	Request quotes for snow removal service; Review invoices for payment; Correspondence with Alberta Elevator Devices and Amusement Rides Safety Association ("AEDARSA") regarding the lift at 10507 Saskatchewan Drive ("Sask Drive"); Review correspondence from Epcor regarding the backflow valve requirement at 10315 109 Street NW ("Harvest"),	.80	280.00

		correspondence with Mali Marken of Soul Mechanical Ltd. ("Soul Mechanical") regarding the same;		
06-Sep-2023	KG	Correspondence with Chad Brennand regarding the YMCA lease and Harvest building. Call with Kyle Runzer and Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding the listing strategy and banking transactions; Correspondence regarding a property tax review; Review amended claim from Mike Priestner Real Estate Inc.; Various correspondence with tax regarding a proceeds allocation agreement;	1.30	825.50
08-Sep-2023	SB	Summarize all withdrawal transactions for both bank accounts and send the same to Kristin Gray;	.30	105.00
12-Sep-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.50	108.00
12-Sep-2023	KG	Update marketing call with Vince Caputo of NAI Commercial ("NAI"); Review and approve quarterly RT002 GST returns; Review GL for balance in 430 (Rec); Update note to file regarding future distribution; Give instructions to Isobel to prepare a draft distribution summary; Email correspondence to the City of Edmonton regarding property taxes paid on UBI from proceeds; Discussion with Ryan Trainer of McLennan Ross regarding the distribution of interest received on the bank balance; Sign cheques;	1.20	762.00
13-Sep-2023	SB	Prepare and submit June 1, 2023, to August 31, 2023, quarterly GST returns for both 430 and 449;	.80	280.00
13-Sep-2023	IS	Prepare and edit miscellaneous correspondence;	.70	151.20
14-Sep-2023	SB	Correspondence with Epcor regarding proof of claim and billings per property; Review and edit various correspondence; Correspondence with Charlene Zatorski of	1.00	350.00

		AEDARSA regarding lift testing at Sask Drive;		
14-Sep-2023	KG	Various correspondence regarding the ADERESA elevator inspection at Sask Drive;	.10	63.50
18-Sep-2023	IS	Post funds received to Ascend; Various estate banking tasks;	.30	64.80
19-Sep-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.20	43.20
19-Sep-2023	KG	Review and approve invoices for payment;	.20	127.00
20-Sep-2023	KG	Coordinate waste and recycling pick up at Harvest; Call with Vince Caputo of NAI regarding a tour at Harvest and new interest;	.40	254.00
22-Sep-2023	RN	Prepare bank reconciliation for August 2023;	.20	48.80
22-Sep-2023	IS	Edit and finalize miscellaneous correspondence;	.50	108.00
22-Sep-2023	KG	Email correspondence to Giovanni Worsley to confirm property tax assessment details;	.20	127.00
26-Sep-2023	SB	Review snow removal quote, approve and award the same; Correspondence with Soul Mechanical regarding seasonal maintenance service and Epcor backflow requirement at Harvest;	.80	280.00
27-Sep-2023	SB	Coordination of suite access with Muve Realty for AEDARSA elevator inspection; Various correspondence;	.30	105.00
27-Sep-2023	KG	Coordinate elevator inspection at Sask Drive with the insurance contractor; Update to a creditor regarding the sale of the 449 properties; Call with Ryan Trainer of McLennan Ross regarding the timeline for filing Statements of Claim in respect of bank transactions;	.30	190.50
27-Sep-2023	SM	Post disbursement to Ascend. Provide to Isobel Smith for processing;	.20	43.20
28-Sep-2023	IS	Prepare cheques for disbursement requests. Arrange to mail;	.20	43.20
29-Sep-2023	SB	Review and approve invoices for payment;	.30	105.00
	TOTAL		13.10	5,245.00

INVOICE SUMMARY

PROFESSIONAL FEES		\$5,245.00
GST on Professional Fees	<u>262.25</u>	262.25
TOTAL THIS INVOICE		<u><u>\$5,507.25</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	4.10	635.00	2,603.50
Steven Barlott	Senior Consultant	5.10	350.00	1,785.00
Megan Schafer	Administration	0.10	245.00	24.50
Rebecca Namiiro	Administration	0.40	244.00	97.60
Isobel Smith	Administration	3.20	216.00	691.20
Shanna Marshall	Administration	0.20	216.00	43.20
Time Billed		13.10	400.38 *	5,245.00

(*Average)



November 24, 2023

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

Please find enclosed our Invoice No. 11322117 for professional services rendered for the period
of October 1, 2023, to October 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

November 24, 2023

Invoice No: 11322117
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

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

DATE	STAFF	DESCRIPTION	TIME	FEE
02-Oct-2023	IS	Post funds received to Ascend. Arrange deposit of the same;	.20	49.00
03-Oct-2023	IS	Prepare cheques for disbursement requests. Arrange to mail;	.50	122.50
03-Oct-2023	SM	Post disbursement to Ascend. Provide same to Isobel Smith for processing;	.30	64.80
05-Oct-2023	SB	Review various invoices for payment;	.30	118.50
05-Oct-2023	KG	Execute the City of Edmonton ("COE") property tax authorization; Email update from Vince Caputo of NAI Commercial ("NAI");	.20	130.00
12-Oct-2023	SB	Review invoices for payment; Call with Goodbye Graffiti regarding 10503 81 Avenue NW ("Scona"); Discussion with Ken Muggerridge of the YMCA regarding maintenance items and termination of lease; Various correspondence;	1.00	395.00
12-Oct-2023	KG	Review and approve invoices for payment; Correspondence to confirm October rent collection; Receive update from NAI on recent 10315 109 Street NW ("Harvest") tour; Correspondence with Richard Tino of Leibel Insurance Group ("Leibel") regarding the return of the insurance fee cheque;	.50	325.00



16-Oct-2023	IS	Prepare and edit miscellaneous correspondence;	.70	171.50
17-Oct-2023	SB	Email from Ken Muggeridge of YMCA regarding graffiti on the building and a letter from COE, arrange for a quote for removal; Call with the COE regarding graffiti on Harvest;	.60	237.00
18-Oct-2023	SB	Prepare a 6-month Interim Statement of Receipts and Disbursements ("R&D") as at September 30, 2023, for submission to the Office of the Superintendent of Bankruptcy ("OSB"); Review and edit various correspondence;	1.20	474.00
18-Oct-2023	IS	Post funds received in Ascend; Various estate banking tasks;	.30	73.50
18-Oct-2023	KG	Correspondence with Steve Barlott regarding the allocations and 6-month R&D; Edit and finalize various correspondence; Review GL bank balance;	.20	130.00
19-Oct-2023	SB	Review invoices for payment;	.30	118.50
19-Oct-2023	IS	Review disbursement posted to Ascend. Prepare cheque for the same; Arrange to mail;	.10	24.50
19-Oct-2023	KG	Review, edit and sign 6-month R&D to the OSB;	.20	130.00
20-Oct-2023	IS	Edit and finalize miscellaneous correspondence;	.40	98.00
20-Oct-2023	KG	Various correspondence with insurance contractor regarding DoorDash advertising on Scona. Email correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") and Vince Caputo of NAI regarding the same; Various correspondence with DoorDash customer support; Approve correspondence to DoorDash as drafted by McLennan Ross;	1.20	780.00
23-Oct-2023	SB	Draft correspondence regarding the DoorDash sign at Scona;	.30	118.50
23-Oct-2023	KG	Correspondence regarding snow removal; Various correspondence with Henok Kassaye of the Company regarding the DoorDash signage; Various correspondence with Ryan Trainer of McLennan Ross regarding an application to Court to deal with the removal of the signage;	.30	195.00

24-Oct-2023	SB	Correspondence with Ken Thorsteinson of City Glass regarding window replacement and the gap between the window and wall letting cold air in, correspondence with Ken Muggeridge of YMCA regarding the same;	.50	197.50
24-Oct-2023	KG	Prepare interim R&D as at September 30, 2023. Email correspondence with Kyle Runzer of Go Auto regarding the same;	.20	130.00
25-Oct-2023	RN	Prepare bank reconciliation for September 2023;	.20	48.80
26-Oct-2023	KG	Correspondence with Henok Kassaye of the Company regarding the DoorDash signage on Scona; Review and edit letter to Ace Burton Media ("Ace Burton") regarding removal etc.;	.30	195.00
27-Oct-2023	SB	Correspondence with City Glass and YMCA regarding window replacement;	.20	79.00
27-Oct-2023	KG	Various correspondence with Rob Scruton of Ace Burton regarding the removal of signage at Scona;	.40	260.00
30-Oct-2023	SB	Correspondence and calls regarding window replacement at the Harvest building;	.30	118.50
30-Oct-2023	IS	Post disbursement to Ascend. Prepare cheque for the same; Arrange to mail;	.20	49.00
31-Oct-2023	IS	Review disbursement posted to Ascend. Prepare cheque for the same; Arrange to mail;	.10	24.50
31-Oct-2023	KG	Review and approve invoices for payment; Correspondence with Ace Burton regarding signage removal date and installer insurance; Correspondence with an interested party, forward to NAI; Correspondence with Muve Team @ Royal LePage ArTeam Realty ("Muve Realty") regarding signage at 10507 Saskatchewan Drive ("Sask Drive");	.30	195.00
31-Oct-2023	SM	Post disbursement to Ascend. Provide same to Isobel Smith for processing;	.10	21.60
TOTAL			11.60	5,074.20

INVOICE SUMMARY

PROFESSIONAL FEES		\$5,074.20
GST on Professional Fees	<u>253.71</u>	253.71
TOTAL THIS INVOICE		<u><u>\$5,327.91</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	3.80	650.00	2,470.00
Steven Barlott	Manager	4.70	395.00	1,856.50
Isobel Smith	Senior Administrator	2.50	245.00	612.50
Rebecca Namiiro	Estate Manager	0.20	244.00	48.80
Shanna Marshall	Administrator	0.40	216.00	86.40
Time Billed		11.60	437.43 *	5,074.20

(*Average)



December 20, 2023

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11365131 for professional services rendered for the period of November 1, 2023, to November 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

December 20, 2023

Invoice No: 11365131
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

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

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Nov-2023	IS	Post funds received to Ascend. Arrange deposit of the same;	.40	98.00
02-Nov-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	73.50
02-Nov-2023	KG	Review and approve invoices for payment; Sign cheques; Update from the insurance inspector; Give instructions to organize fire testing and inspection 10507 Saskatchewan Drive ("Sask Drive");	.20	130.00
03-Nov-2023	SB	Review invoices for payment; Correspondence with Muve Team @ Royal LePage ArTeam Realty ("Muve Realty") regarding the lockbox code; Review correspondence from the City of Edmonton ("CoE") regarding Graffiti at 10315 109 Street NW ("Harvest") and 10503 81 Avenue NW ("Scona");	.80	316.00
06-Nov-2023	SB	Call with Alberta Elevator Devices and Amusement Rides Safety Association ("AEDARSA") regarding the lift at Sask Drive; Correspondence with Soul Mechanical Ltd. ("Soul Mechanical") regarding Scona;	.40	158.00

08-Nov-2023	SB	Correspondence from the YMCA regarding waste bin service, call for service;	.40	158.00
08-Nov-2023	KG	Review and approve invoices for payment; Sign cheques; Correspondence with Steven Barlott regarding the Scona Direct Energy bill and give instructions to follow up with Soul Mechanical;	.20	130.00
09-Nov-2023	SB	Call with Waste Connections of Canada regarding waste pickup at Harvest;	.30	118.50
09-Nov-2023	KG	Correspondence with Muve Realty regarding signage request at Sask Drive; Request pictures from insurance contractor; Correspondence with Ace Burton Media ("Ace Burton") regarding the removal of signage at Scona and insurance coverage;	.50	325.00
14-Nov-2023	SB	Follow up with YMCA and review and pay invoice for window replacement at Harvest;	.30	118.50
14-Nov-2023	IS	Post disbursements to Ascend. Prepare cheques for the same;	.50	122.50
15-Nov-2023	SB	Review and approve invoices for payment;	.50	197.50
16-Nov-2023	KG	Update call with NAI Commercial ("NAI") on Sask Drive interest; Review correspondence to Ace Burton regarding payment of signage costs and indemnity;	.30	195.00
17-Nov-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	245.00
20-Nov-2023	IS	Post funds received to Ascend, Various estate banking tasks relating to the same;	.20	49.00
20-Nov-2023	KG	Review and approve invoices for payment;	.20	130.00
21-Nov-2023	SB	Call with the CoE Community Services department regarding Notice to Comply for Graffiti at Scona and Harvest; Discussion with Kristin Gray and Lyle Cote regarding repair of broken fence between Scona and neighboring property;	.80	316.00
21-Nov-2023	KG	Correspondence regarding the indemnity from Ace Burton; Receive correspondence from NAI regarding an encampment on the West side of Scona; Give instructions to board up the fence; Sign cheques; Edit and finalize various correspondence;	.40	260.00

22-Nov-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.40	98.00
23-Nov-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.20	49.00
24-Nov-2023	IS	Edit and finalize miscellaneous correspondence;	.30	73.50
27-Nov-2023	MS	Various estate banking tasks;	.10	24.50
27-Nov-2023	IS	Post funds received to Ascend. Arrange deposit of the same;	.20	49.00
27-Nov-2023	KG	Gave instructions to Granger Advertising ("Granger") regarding signage at Scona; Review and complete insurance renewal documentation; Call with Nick Parkinson of the YMCA regarding the notice on non-renewal and furniture in the space;	.50	325.00
28-Nov-2023	SB	Correspondence with Good Bye Graffiti regarding Harvest;	.30	118.50
28-Nov-2023	IS	Post disbursement to Ascend. Prepare cheque for the same; Arrange to mail;	.20	49.00
28-Nov-2023	KG	Coordinate Scona signage removal and installation with Granger; Various correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") to coordinate an application to amend the Restricted Court Access Order; Give instructions to Steven Barlott to prepare a Report to the Court;	.20	130.00
29-Nov-2023	SB	Correspondence with YMCA and Soul Mechanical regarding no heat;	.40	158.00
30-Nov-2023	IS	Estate banking tasks;	.10	24.50
TOTAL			10.60	4,239.50

INVOICE SUMMARY

PROFESSIONAL FEES		\$4,239.50
GST on Professional Fees	<u>211.98</u>	211.98
TOTAL THIS INVOICE		<u><u>\$4,451.48</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	2.50	650.00	1,625.00
Steven Barlott	Manager	4.20	395.00	1,659.00
Isobel Smith	Senior Administrator	3.80	245.00	931.00
Megan Schafer	Senior Administrator	0.10	245.00	24.50
Time Billed		10.60	399.95 *	4,239.50

(*Average)

January 19, 2024

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer


**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11397474 for professional services rendered for the period of December 1, 2023, to December 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

January 19, 2024

Invoice No: 11397474
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

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

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Dec-2023	RN	Prepare bank reconciliation for October 2023;	.20	48.80
04-Dec-2023	SB	Review invoices for payment; Correspondence with Ken of YMCA and Goodbye Graffiti regarding the Notice from the City of Edmonton ("CoE") and removal;	.80	316.00
04-Dec-2023	IS	Post funds received to Ascend. Arrange deposit of the same;	.20	49.00
05-Dec-2023	MS	Estate banking tasks;	.10	24.50
05-Dec-2023	KG	Review and approve invoices for payment; Correspondence regarding a fire and safety inspection at 10507 Saskatchewan Drive ("Sask Drive");	.30	195.00
06-Dec-2023	SB	Review payables for payment;	.30	118.50
06-Dec-2023	KG	Various correspondence with the tenant at Sask Drive regarding a break-in; Give instructions to the insurance contractor to attend and secure the premises; Review pictures; Email various contractors for a replacement quote;	1.00	650.00
07-Dec-2023	KG	Call from NAI Commercial ("NAI") regarding a homeless camp at 10503 81 Avenue NW ("Scona"); Call the Edmonton Police Service ("EPS")	.80	520.00

		for assistance with removal; Coordinate clean-up of the site with the Junk Guys; Call City Glass to arrange an estimate for Sask Drive; Correspondence to insurance contractor regarding both issues;		
08-Dec-2023	SM	Estate banking tasks;	.10	24.50
08-Dec-2023	SB	Correspondence with YMCA and Soul Mechanical Ltd. ("Soul Mechanical") regarding ongoing HVAC issues; Review utility invoices for payment;	.50	197.50
08-Dec-2023	KG	Review and approve invoices for payment; Coordinate quote for fire door repair at Sask Drive; Call with NAI regarding interest to date;	.30	195.00
11-Dec-2023	SB	Attend Sask Drive to meet with John Westergaard of D.N.R. Properties Ltd. ("DNR Properties") regarding the break-in and additional security of the Property;	1.50	592.50
11-Dec-2023	KG	Various correspondence with the Junk Guys regarding removal of individuals on the Property in the encampment; Correspondence to EPS regarding the same; Coordinate DNR Properties to attend Sask Drive to provide a quote to repair and reinforce exterior doors;	.40	260.00
12-Dec-2023	SB	Draft the Receiver's Fourth Report to Court ("Fourth Report");	3.00	1,185.00
12-Dec-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.50	122.50
12-Dec-2023	KG	Approve door quote for Sask Drive; Correspondence with EPS regarding removal of individuals at Scona; Various correspondence with the Junk Guys regarding the timeline and process for removal of garbage at Scona; Correspondence to Granger regarding the sign installation; Approve Sweetly sign at Sask Drive; Correspondence to City Glass regarding a quote for the interior glass replacement;	.60	390.00
13-Dec-2023	SB	Edits to the Fourth Report;	1.20	474.00

13-Dec-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	245.00
13-Dec-2023	KG	Correspondence regarding Sask Drive door repairs; Payment arrangements for the junk removal at Scona; Correspondence with Muve Team @ Royal LePage ArTeam Realty ("Muve Realty") regarding a quote for a security system at Sask Drive;	.30	195.00
14-Dec-2023	SB	Coordination of fire system inspection at Sask Drive, notice to tenant regarding the same; Correspondence with Alberta Elevator Devices and Amusement Rides Safety Association ("AEDARSA") regarding the lift at Sask Drive; Review and approve invoices for payment;	.80	316.00
15-Dec-2023	SB	Correspondence with Ken Muggeridge of YMCA regarding 10315 109 Street NW ("Harvest") and pending move-out;	.40	158.00
15-Dec-2023	KG	Receive updates on Properties from the insurance contractor; Various correspondence with Muve Realty to confirm security equipment quote, installation, and access code;	.20	130.00
18-Dec-2023	SB	Correspondence regarding maintenance at Harvest; Correspondence regarding fire system inspection at Sask Drive;	.60	237.00
18-Dec-2023	KG	Edits and changes to the Fourth Report; Call with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding adding in an interim distribution from 430 Alberta; Edits and changes to the Statement of Receipts and Disbursements ("R&D") as at December 12, 2023; Finalize insurance renewal for Scona, Sask Drive, and Harvest; Review elevator details and provide to the insurer; Approve City Glass quote for Sask Drive;	3.00	1,950.00
19-Dec-2023	CB	Prepare bank reconciliation for November 2023;	.20	80.40

19-Dec-2023	SB	Finalize the Fourth Report and related appendices and send to Ryan Trainer of McLennan Ross for filing; Review payables for payment;	1.20	474.00
19-Dec-2023	IS	Various estate banking tasks; Review draft Service List from McLennan Ross. Send to Kristin Gray for approval;	.20	49.00
19-Dec-2023	KG	Finalize Fourth Report; Correspondence with Ryan Trainer of McLennan Ross regarding the interest earned; Review draft application; Review service list;	.20	130.00
20-Dec-2023	IS	Post funds received to Ascend. Various estate banking tasks relating to the same; Edit and finalize miscellaneous correspondence;	.60	147.00
21-Dec-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Post website update;	1.00	245.00
21-Dec-2023	KG	Website update; Review filed application materials; Sign cheques;	.30	195.00
TOTAL			21.80	9,914.20

INVOICE SUMMARY

PROFESSIONAL FEES		\$9,914.20
GST on Professional Fees	<u>495.71</u>	495.71
TOTAL THIS INVOICE		<u><u>\$10,409.91</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	7.40	650.00	4,810.00
Carolina Bautista	Senior Consultant	0.20	402.00	80.40
Steven Barlott	Manager	10.30	395.00	4,068.50
Isobel Smith	Senior Administrator	3.50	245.00	857.50
Megan Schafer	Senior Administrator	0.10	245.00	24.50
Shannon Massa	Senior Administrator	0.10	245.00	24.50
Rebecca Namiiro	Estate Administrator	0.20	244.00	48.80
Time Billed		<u>21.80</u>	<u>454.78 *</u>	<u>9,914.20</u>

(*Average)



February 20, 2024

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11452025 for professional services rendered for the period of January 1, 2024, to January 31, 2024, 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

February 20, 2024

Invoice No: 11452025
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period January 1, 2024, to January 31, 2024, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
02-Jan-2024	KG	Review and approve invoices for payment; Update on fire testing at 10503 81 Avenue NW ("Scona");	.30	195.00
03-Jan-2024	SB	Correspondence with Muve Team @ Royal LePage ArTeam Realty ("Muve Realty") and Soul Mechanical Ltd. ("Soul Mechanical") regarding regular HVAC maintenance; Correspondence regarding lift at 10507 Saskatchewan Drive ("Sask Drive");	.50	197.50
04-Jan-2024	IS	Post disbursements to Ascend. Prepare cheques for the same;	.50	122.50
04-Jan-2024	KG	Sign cheques; Review correspondence from MLT Aikins LLP ("MLT") regarding notice of withdrawal;	.20	130.00
08-Jan-2024	SB	Correspondence with Good Bye Graffiti regarding 10315 109 Street NW ("Harvest") and Scona; Review invoices for payment;	.30	118.50
09-Jan-2024	MS	Various estate banking tasks;	.10	24.50
09-Jan-2024	SB	Review and approve invoices for payment;	.20	79.00
09-Jan-2024	IS	Post funds received to Ascend. Arrange deposit of the same; Post disbursements to Ascend. Prepare cheques for the same;	.40	98.00

10-Jan-2024	SB	Coordination of no heat service call at Harvest; Coordination of glass replacement at Sask Drive;	.40	158.00
11-Jan-2024	IS	Prepare and edit miscellaneous correspondence;	.70	171.50
12-Jan-2024	SB	Coordination of no heat call at Sask Drive;	.30	118.50
12-Jan-2024	KG	Receive updates from the insurance inspector regarding issues related to the cold temperatures; Various correspondence to confirm City Glass installation at Sask Drive; Prepare for and attend application to extend restricted access Order; Correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding the statement of claim and pushing the application date; Review and approve invoices for payment;	1.00	650.00
16-Jan-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	73.50
16-Jan-2024	KG	Review insurance renewal quote; Correspondence with Richard Tino of Leibel Insurance Group ("Leibel") regarding various terms;	.20	130.00
17-Jan-2024	IS	Post funds received to Ascend. Various estate banking tasks related to the same;	.30	73.50
18-Jan-2024	RN	Prepare bank reconciliation for December 2023;	.10	24.40
18-Jan-2024	SB	Correspondence with Ken Muggeridge of YMCA regarding YMCA lease termination; Correspondence with Muve Realty regarding glass repairs;	.40	158.00
18-Jan-2024	IS	Post disbursements to Ascend. Prepare cheques for the same. Arrange to mail; Prepare GST calculations; Provide the same to Steven Barlott for review;	.80	196.00
19-Jan-2024	SB	Correspondence with Edin Manahan of Two Sons Janitorial Ltd. regarding services at Harvest; Correspondence with RAM lifts regarding lift repairs;	.80	316.00

19-Jan-2024	IS	Edit and finalize miscellaneous correspondence;	.30	73.50
19-Jan-2024	KG	Review and approve invoices for payment; Edit and finalize various correspondence; Review correspondence regarding the insurance renewal; Review and approve quotes for fire and safety deficiencies; Review and approve quarterly GST returns; Correspondence regarding the glass repair at Scona; Receive email correspondence from YMCA regarding their deposit and termination notice;	.50	325.00
22-Jan-2024	IS	File quarterly GST with the CRA;	.40	98.00
23-Jan-2024	SB	Correspondence with Muve Realty regarding maintenance items; Correspondence with RAM Lifts regarding Alberta Elevator Devices and Amusement Rides Safety Association ("AEDARSA") directives;	.40	158.00
23-Jan-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.50	122.50
24-Jan-2024	KA	Review and approve bank reconciliation;	.20	112.00
24-Jan-2024	KG	Email correspondence to the Companies with an update on marketing efforts, insurance and YMCA; Various correspondence with Leibel regarding renewal; Approve renewal terms and approve the invoice for payment; Various correspondence regarding plumbing issues at Sask Drive; Review and approve invoices for payment;	1.00	650.00
25-Jan-2024	SB	Correspondence with the YMCA regarding termination of the lease; Correspondence with Soul Mechanical regarding Sask Drive maintenance;	.80	316.00
25-Jan-2024	IS	Prepare wire transfer request; Verbally confirm wire instructions with Jadine Patten of Leibel; Various estate banking tasks; Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	1.20	294.00

29-Jan-2024	IS	Website update;	.50	122.50
29-Jan-2024	KG	Approve interim distribution payment and correspondence to the Companies regarding the same; Website update; Review Filed Order;	.20	130.00
30-Jan-2024	SB	Correspondence with YMCA and Soul Mechanical regarding maintenance items; Review invoices for payment;	.60	237.00
30-Jan-2024	IS	Post disbursements to Ascend. Prepare cheques for the same;	.30	73.50
30-Jan-2024	KG	Review and approve invoices for payment;	.20	130.00
31-Jan-2024	SB	Coordination of maintenance and water shut-off at Sask Drive;	.30	118.50
TOTAL			15.20	5,994.90

INVOICE SUMMARY

PROFESSIONAL FEES		\$5,994.90
GST on Professional Fees	<u>299.75</u>	299.75
TOTAL THIS INVOICE		<u><u>\$6,294.65</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period January 1, 2024, to January 31, 2024, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	3.60	650.00	2,340.00
Karen Aylward	Vice President	0.20	560.00	112.00
Steven Barlott	Manager	5.00	395.00	1,975.00
Isobel Smith	Senior Administrator	6.20	245.00	1,519.00
Megan Schafer	Senior Administrator	0.10	245.00	24.50
Rebecca Namiiro	Estate Administrator	0.10	244.00	24.40
Time Billed		15.20	394.40 *	5,994.90

(*Average)

March 13, 2024

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer


**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11502870 for professional services rendered for the period of February 1, 2024, to February 29, 2024, 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure

March 13, 2024

Invoice No: 11502870
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period February 1, 2024, to February 29, 2024, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Feb-2024	IS	Prepare wire transfer request; Various estate banking tasks;	.30	73.50
02-Feb-2024	KG	Correspondence regarding graffiti on 10503 81 Avenue ("Scona"); Give further instructions to Steven Barlott; Review and approve invoices for payment;	.20	130.00
06-Feb-2024	MS	Various estate banking tasks;	.10	24.50
06-Feb-2024	SB	Correspondence with Muve Team @Royal LePage ArTeam Realty ("Muve") and Soul Mechanical Ltd. ("Soul Mechanical") regarding the scheduling of maintenance items; Coordination of graffiti removal at Scona;	.30	118.50
06-Feb-2024	IS	Various estate banking tasks; Post disbursements to Ascend. Prepare cheques for the same;	.80	196.00
06-Feb-2024	KG	Review and sign cheques;	.20	130.00
07-Feb-2024	IS	Post funds received to Ascend. Arrange deposit of the same;	.30	73.50
12-Feb-2024	SB	Correspondence with Muve and Soul Mechanical regarding the hot water tank;	.20	79.00
16-Feb-2024	SB	Attend 10315 109 Street NW ("Harvest"), meet with Ken Muggeridge of YMCA regarding vacating the Property, move out,	1.60	632.00

		and additional rent; Correspondence with Lyle Cote regarding ongoing insurance inspections;		
16-Feb-2024	IS	Post funds received to Ascend. Various estate banking tasks related to the same;	.30	73.50
16-Feb-2024	KG	Call with Nordic Mechanical Services Ltd. ("Nordic") regarding services at Harvest; Edit and finalize various correspondence;	.20	130.00
20-Feb-2024	IS	Edit and finalize miscellaneous correspondence; Post disbursements to Ascend. Prepare cheques for the same;	.60	147.00
26-Feb-2024	SB	Correspondence with Lyle Cote regarding ongoing insurance inspections, review weekly inspection report regarding the same; Correspondence with Good Bye Graffiti regarding Scona;	.40	158.00
26-Feb-2024	KG	Correspondence to confirm snow and graffiti removal;	.20	130.00
27-Feb-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.20	49.00
28-Feb-2024	IS	Website update;	.50	122.50
28-Feb-2024	KG	Review and approve invoices for payment; Review GL and approve funds transfer to the bankruptcies; Give Isobel Smith billing and payment instructions; Edit and finalize various correspondence; Website update;	.40	260.00
29-Feb-2024	SB	Correspondence with Nordic regarding alarm monitoring for Harvest; Correspondence with Soul Mechanical and Muve regarding the hot water tank;	.30	118.50
29-Feb-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.40	98.00
TOTAL			7.50	2,743.50

INVOICE SUMMARY

PROFESSIONAL FEES		\$2,743.50
GST on Professional Fees	<u>137.18</u>	137.18
TOTAL THIS INVOICE		<u><u>\$2,880.68</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period February 1, 2024, to February 29, 2024, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	1.20	650.00	780.00
Steven Barlott	Manager	2.80	395.00	1,106.00
Isobel Smith	Senior Administrator	3.40	245.00	833.00
Megan Schafer	Senior Administrator	0.10	245.00	24.50
Time Billed		<u>7.50</u>	<u>365.80 *</u>	<u>2,743.50</u>

(*Average)



April 22, 2024

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer


**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11630057 for professional services rendered for the period of March 1, 2024, to March 31, 2024, 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

April 22, 2024

Invoice No: 11630057
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Kyle Runzer

**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")**
Client Number: 982968

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Companies, for the period of March 1, 2024, to March 31, 2024, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Mar-2024	SB	Review and approve invoices for payment; Correspondence with Muve Team @ Royal LePage ArTeam Realty ("Muve") regarding hot water concerns;	.50	197.50
01-Mar-2024	KG	Review and approve invoices for payment; Various correspondence regarding hot water at 10507 Saskatchewan Drive ("Sask Drive");	.40	260.00
04-Mar-2024	SB	Correspondence with Soul Mechanical Ltd. ("Soul Mechanical") regarding hot water at Sask Drive;	.20	79.00
05-Mar-2024	SB	Prepare projected versus actual for additional rent costs for 10315 109 Street NW ("Harvest"); Review and approve invoices for payment;	2.50	987.50
05-Mar-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.80	196.00
05-Mar-2024	KG	Sign cheques; Email correspondence from Vince Caputo of NAI Commercial ("NAI") regarding interest in Harvest; Request 2024 property tax information and give instructions to Steven regarding CAM costs for 2023; Review 2024 assessed value and 2023	.30	195.00

		property taxes; Email to NAI regarding the same;		
07-Mar-2024	KA	Review and approve bank reconciliations;	.40	224.00
07-Mar-2024	SB	Correspondence with Soul Mechanical regarding 10503 81 Avenue NW ("Scona") winter maintenance;	.20	79.00
07-Mar-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail; Prepare and edit miscellaneous correspondence;	1.50	367.50
11-Mar-2024	SB	Review and approve invoices for payment;	.30	118.50
11-Mar-2024	IS	Prepare and file monthly GST return for 2399430 Alberta Ltd.; Prepare quarterly GST return for 2399449 Alberta Ltd.;	.30	73.50
12-Mar-2024	SB	Correspondence with Soul Mechanical and Kristin Gray regarding the hot water tank at Sask Drive; Call and correspondence with Jordan Smith of RAM Elevators & Lifts Inc. ("RAM") regarding lift maintenance at Sask Drive;	1.10	434.50
13-Mar-2024	SB	Correspondence with Muve regarding hot water issue at Sask Drive; Correspondence with Fire Protection Inc. to confirm all fire system deficiencies are complete;	.40	158.00
13-Mar-2024	IS	Edit and finalize miscellaneous correspondence; Various estate banking tasks;	.50	122.50
13-Mar-2024	KG	Review Offer to Purchase ("OTP") on Sask Drive; Various correspondence with Vince Caputo of NAI regarding the same; Email correspondence with Ryan Trainer of McLennan Ross LLP ("McLennan Ross") regarding correspondence from Henok Kassaye of the Company and missed deadlines; Email correspondence to Kyle Runzer and Chris Burrows of Go Auto regarding the OTP and recommended counter; Review the 2024 report on property tax assessments and correspondence regarding the complaint recommendation for Scona; Review and approve GST returns;	1.30	845.00

		Edit and finalize various correspondence; Correspondence with Ryan Trainer of McLennan Ross regarding updates to the form of Asset and Purchase Agreement ("APA"); Correspondence regarding the hot water tank at Sask Drive; Review and approve quote;		
15-Mar-2024	SB	Review and approve invoices for payment; Correspondence with Alberta Elevator Devices and Amusement Rides Safety Association ("AEDARSA") regarding completion of deficiencies at Sask Drive;	.50	197.50
18-Mar-2024	IS	Post funds received to Ascend; Various estate banking tasks related to the same;	.30	73.50
18-Mar-2024	KG	Review and approve invoices for payment; Correspondence with Kyle Runzer of Go Auto regarding the offer on Sask Drive; Call with Vince Caputo of NAI regarding the same; Approve Sask Drive hot water tank quote;	.50	325.00
19-Mar-2024	SB	Correspondence with Muve and Soul Mechanical regarding hot water tank replacement;	.30	118.50
19-Mar-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.50	122.50
20-Mar-2024	KG	Correspondence with Chris Dulaba of Go Auto regarding a counter offer; Follow up with NAI; Review counter offer and sign; Correspondence with NAI regarding additional interested party; Review correspondence from McLennan Ross to the Court regarding the March 26 application;	.50	325.00
21-Mar-2024	MS	Prepare bank reconciliation;	.20	49.00
25-Mar-2024	SB	Request waste removal service at Harvest; Review invoices for payment; Correspondence regarding hot water tank replacement at Sask Drive; Correspondence with Nordic Systems regarding the alarm system at Harvest Building;	.70	276.50

25-Mar-2024	KG	Review and approve invoices for payment; Review counter on Sask Drive and correspondence to NAI; Email correspondence to Go Auto with a counter recommendation; Correspondence with Ryan Trainer of McLennan Ross regarding the unknown transaction application and status of Kassaye's counsel;	.40	260.00
26-Mar-2024	KA	Review and Approve bank reconciliation;	.20	112.00
26-Mar-2024	MS	Prepare bank reconciliation;	.10	24.50
26-Mar-2024	SB	Correspondence and coordination of locksmith, inspection, etc., for YMCA move out;	.40	158.00
26-Mar-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	73.50
26-Mar-2024	KG	Receive correspondence on the counter offer for Sask Drive; Review and sign back to NAI; Correspondence with Leibel Insurance Group ("Leibel") regarding the vacancy waiver on Harvest; Review insurance binder and file;	.50	325.00
27-Mar-2024	KG	Call with Vince Caputo of NAI regarding a marketing re-launch; Correspondence with Chris Dulaba of Go Auto regarding strategy; Sign cheques;	.30	195.00
28-Mar-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	73.50
TOTAL			16.70	7,046.50

INVOICE SUMMARY

PROFESSIONAL FEES		\$7,046.50
GST on Professional Fees	<u>352.33</u>	352.33
TOTAL THIS INVOICE		<u><u>\$7,398.83</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period March 1, 2024, to March 31, 2024, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	4.20	650.00	2,730.00
Karen Aylward	Vice President	0.60	560.00	336.00
Steven Barlott	Manager	7.10	395.00	2,804.50
Isobel Smith	Senior Administrator	4.50	245.00	1,102.50
Megan Schafer	Senior Administrator	0.30	245.00	73.50
Time Billed		16.70	421.95 *	7,046.50

(*Average)



May 22, 2024

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Chris Dulaba


**Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968**

Please find enclosed our Invoice No. 11724834 for professional services rendered for the period of April 1, 2024, to April 30, 2024, 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 2399430 Alberta Ltd. and 2399449 Alberta Ltd.**

Per: 
Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



INSOLVENCY & RESTRUCTURING PROFESSIONALS
SUITE 1300, MNP TOWER, 10235 - 101 STREET NW, EDMONTON AB, T5J 3G1
1.866.465.1155 T: 780.455.1155 F: 780.409.5415 MNPdebt.ca

May 22, 2024

Invoice No: 11724834
GST No: 10369 7215

Mike Priestner Real Estate Inc. and
MPRE GP Dev Inc.
10220 – 184 Street NW
Edmonton, AB T5S 0B9

Attention: Chris Dulaba

Re: In the Matter of the Receivership of 2399430 Alberta Ltd and 2399449 Alberta Ltd. (the
"Companies")
Client Number: 982968

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of
the Companies, for the period of April 1, 2024, to April 30, 2024, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Apr-2024	SB	Attend 10315 109 Street NW ("Harvest"); Move out walkthrough with Ken Muggeridge of YMCA; Meet with the locksmith to have locks changed; Meet with Lyle Cote regarding ongoing Property inspections; Draft update and courier the new key to NAI Commercial ("NAI"); Coordination of alarm monitoring at Harvest; Review and approve payables; Review Property inspection reports from Lyle Cote;	3.00	1,185.00
01-Apr-2024	KG	Review competing 10507 Saskatchewan Drive ("Sask Drive") offer; Call with NAI; Email correspondence to Chris Dulaba of Go Auto regarding counteroffer recommendations; Review and approve invoices for payment; Correspondence with Steven Barlott regarding the Harvest move out, change of locks, and insurance checks; Prepare cash flow for the remainder of 2024;	1.70	1,105.00
02-Apr-2024	SB	Correspondence with Soul Mechanical Ltd. ("Soul Mechanical") regarding ongoing maintenance;	.50	197.50

		Correspondence with Muve Team @ Royal LePage ArTeam Realty ("Muve Realty") regarding the hot water tank;		
02-Apr-2024	IS	Post website update;	.40	98.00
03-Apr-2024	KG	Edits and changes to the 2024 cash flow; Review NAI marketing activity and recommendation report; Email correspondence to the lender regarding the NAI listing relaunch, Sask Drive offer, and the 2024 cash flow; Sign cheques; Email correspondence to McLennan Ross LLP ("McLennan Ross") to request property tax balances; Review Kassaye Orders; Website update; Review property tax balances from the City of Edmonton ("COE"); Correspondence with NAI on the Sask Drive offer;	1.70	1,105.00
04-Apr-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.50	122.50
04-Apr-2024	KG	Sign cheques; Correspondence with Chris Dulaba of Go Auto regarding property taxes;	.20	130.00
05-Apr-2024	KG	Correspondence with Chris Dulaba of Go Auto regarding the Sask Drive counteroffer; Review Schedule C and discussion with Ryan Trainer of McLennan Ross regarding the same; Correspondence with Vince Caputo of NAI regarding the Sask Drive offer and next steps; Review Sask Drive counteroffer; Execute Sask Drive counteroffer;	1.00	650.00
08-Apr-2024	KG	Various correspondence to confirm pending sale; Review fully executed Sask Drive counteroffer. Correspondence to Chris Dulaba of Go Auto regarding the same; Various correspondence with the insurance contractor regarding the repair of the plug-in pedestal at Sask Drive; Receive updates on Properties from the insurance inspector and issue with a small heat pump leak at Harvest; Correspondence with Ryan Trainer of	.80	520.00

		McLennan Ross regarding the Sask Drive tenant and Court date;		
09-Apr-2024	KG	Correspondence to confirm deposit for Sask Drive;	.20	130.00
		Review and approve invoices for payment;		
11-Apr-2024	IS	Post disbursements to Ascend. Prepare cheques for the same;	.50	122.50
		Arrange to mail		
11-Apr-2024	KG	Sign cheques;	.40	260.00
		Review legal invoice for payment;		
		Correspondence regarding inspector resolution;		
		Correspondence regarding maintenance items including graffiti removal;		
		Edit and finalize various correspondence;		
12-Apr-2024	IS	Prepare and edit miscellaneous correspondence;	.80	196.00
17-Apr-2024	IS	Post funds received to Ascend;	.30	73.50
		Various estate banking tasks;		
18-Apr-2024	SB	Various calls and coordination of contractors regarding a break-in at 10503 81 Avenue NW ("Scona"), update Kristin Gray regarding the same;	2.30	908.50
		Coordination of contractors for pigeon and graffiti removal;		
18-Apr-2024	KG	Correspondence to NAI regarding Sask Drive lockbox;	.50	325.00
		Various correspondence with Steven Barlott and the insurance contractor regarding a break-in at Scona;		
		Correspondence from ATCO regarding access to Scona;		
		Correspondence with Go Auto regarding access to Scona;		
19-Apr-2024	SB	Review and approve invoices for payment;	.30	118.50
21-Apr-2024	KG	Correspondence regarding ATCO access to Scona;	.40	260.00
		Correspondence with Ben Cochrane of Go Auto regarding access to Scona;		
		Review and approve invoices for payment;		
		Correspondence to Chris Dulaba of Go Auto regarding re-list and pricing instructions;		
22-Apr-2024	SB	Attendance at Scona regarding break-in and pick up of new keys;	1.30	513.50
		Arrange for disconnection of power due to		

		damage from break-in; Review of Invoices for payment;		
22-Apr-2024	IS	Edit and finalize miscellaneous correspondence;	.30	73.50
22-Apr-2024	KG	Call with Sask Drive tenant regarding the offer; Correspondence with Vince Caputo of NAI regarding the same; Correspondence regarding the break-in at Scona. Update NAI; Edit and finalize various correspondence;	.50	325.00
23-Apr-2024	SB	Correspondence with Academy Pest Control regarding pigeon fumigation and clean up; Review the police report letter from the insurance contractor regarding the Scona break-ins;	.50	197.50
23-Apr-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.20	49.00
23-Apr-2024	KG	Sign cheques; Drop off key to Go Auto for Scona; Discussion with Steven Barlott regarding the pigeon clean up; Review police report on Scona break-in;	.30	195.00
24-Apr-2024	RN	Prepare bank reconciliation for March 2024;	.20	48.80
25-Apr-2024	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.20	49.00
26-Apr-2024	KG	Call with COE regarding outstanding property taxes and the Receivership Order; Correspondence with Go Auto regarding Inspector minutes and property taxes; Call with Ryan Trainer of McLennan Ross regarding correspondence to COE;	.50	325.00
TOTAL			19.50	9,283.30

INVOICE SUMMARY

PROFESSIONAL FEES		\$9,283.30
GST on Professional Fees	<u>464.17</u>	464.17
TOTAL THIS INVOICE		<u><u>\$9,747.47</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Companies for the period April 1, 2024, to April 30, 2024, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	8.20	650.00	5,330.00
Steven Barlott	Manager	7.90	395.00	3,120.50
Isobel Smith	Senior Administrator	3.20	245.00	784.00
Rebecca Namiiro	Estate Administrator	0.20	244.00	48.80
Time Billed		<u>19.50</u>	<u>476.07 *</u>	<u>9,283.30</u>

(*Average)

EXHIBIT B

Copy of the Receiver's Legal Counsel Invoices

This is Exhibit " B " referred to
in the Affidavit of
Kristin Gray
Sworn before me this 31 day
of May, 2024
Isobel Smith
A Commissioner for Oaths in and for Alberta

ISOBEL NICOLE SMITH
A Commissioner for Oaths
in and for Alberta
My Commission expires August 31, 2024
Appointee No. 0764665

In the Matter of the Receivership of 2394430 Alberta Ltd. and 2399449 Alberta Ltd.

**Summary of Receiver's Legal Counsel Fees
For the period of June 14, 2023, to April 2, 2024**

Firm	Date	Invoice	Fees	Disbursements	GST	Total
McLennan Ross LLP	August 30, 2023	838014	6,252.00	281.79	323.19	6,856.98
McLennan Ross LLP	December 5, 2023	844664	7,250.00	592.23	391.71	8,233.94
McLennan Ross LLP	February 27, 2024	849874	3,580.00	583.97	203.35	4,367.32
McLennan Ross LLP	April 9, 2024	852929	840.50	86.25	46.34	973.09
			17,922.50	1,544.24	964.59	20,431.33

MCLENNAN ROSS

LEGAL COUNSEL

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

Invoice Date: August 30, 2023
Invoice No.: 838014
Client No.: 020993
Matter No.: 20230841 RTT

ATTENTION: GRAY, KRISTIN

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA LTD. MASTER FILE

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

	Currency: CAD
Fees	\$6,252.00
Costs (Taxable)	\$211.79
	<hr/>
	\$6,463.79
GST	\$323.19
	<hr/>
	\$6,786.98
Costs (Non-Taxable)	\$70.00
	<hr/>
Total Amount Due	\$6,856.98

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

MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: August 30, 2023
Invoice No.: 838014
Matter No.: 20230841

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
14-Jun-2023	JRM	Emails with R. Trainer, review correspondence from commercial coordinator.	0.10
22-Jun-2023	RTT	Review correspondence from Receiver providing an update on sale efforts.	0.10
26-Jun-2023	JRM	Review various documents, prepare application and orders re interim distribution.	1.20
29-Jun-2023	JRM	Preparation of interim distribution application materials.	0.20
11-Jul-2023	RTT	Review correspondence form J. McTague of our office; Email receiver re upcoming filing deadlines.	0.30
11-Jul-2023	JRM	Emails with R. Trainer, revise application materials.	0.20
12-Jul-2023	JRM	Emails with R. Trainer, review correspondence from Receiver.	0.20
14-Jul-2023	RTT	Call with Receiver re upcoming report.	0.20
16-Jul-2023	RTT	Review and edit Receiver's Third Report to the Court and Fee Affidavit; Edit application materials including distribution order and restricted access order; Correspondence with Receiver re form of application materials.	2.30
16-Jul-2023	JRM	Emails from R. Trainer re application materials.	0.10
17-Jul-2023	RTT	Final review and edits to application materials; Direct preparation of Affidavit of Service; Call with Receiver.	0.80
17-Jul-2023	JRM	Discussion with R. Trainer re application materials; Review materials; Review email correspondence from K. Gray and R. Trainer.	0.30
17-Jul-2023	JRM	Various emails with L. Anderson and R. Trainer; Review and finalize application materials; Prepare Notice to Media request; Review emails from K. Gray; Emails to R. Trainer; Review finalized materials.	1.10
18-Jul-2023	RTT	Review correspondence re production of documents from H. Kassaye; Receipt of Notice to Media Confirmation and provide instructions re service of Notice of Media confirmation to Court.	0.20
18-Jul-2023	JRM	Review correspondence from R. Trainer and communications officer of Court of King's Bench	0.10
19-Jul-2023	RTT	Address Affidavit of Service; Review and respond to correspondence from counsel for Gala Construction; Call with Receiver;	0.20
20-Jul-2023	RTT	Review correspondence from Gala Construction re lien claim; Review correspondence from CRA	0.20
21-Jul-2023	RTT	Review and approve AOS; Give directions re filing AOS and Notice to Media.	0.20
23-Jul-2023	RTT	Email correspondence with J. McTague; Email counsel for Gala Construction; Email counsel for Plaintiff; Instruct	0.20

MNP LTD.
 RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
 LTD. MASTER FILE

Invoice Date: August 30, 2023
 Invoice No.: 838014
 Matter No.: 20230841

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
		paralegal.	
24-Jul-2023	RTT	Review correspondence from counsel for Plaintiff;	0.10
24-Jul-2023	JRM	Review various email correspondence re application, review reports, review documents, prepare for application,.	1.20
25-Jul-2023	JRM	Consultation with R. Trainer re application, strategy and discussion re same.	0.70
25-Jul-2023	JRM	Emails with R. Trainer re application.	0.10
25-Jul-2023	RTT	Meet with J. McTague of our office on strategy for application and background; Review offer on Harvest building and provide comments;	2.00
26-Jul-2023	JRM	Review correspondence from N. Williams re application.	0.10
26-Jul-2023	RTT	Finalize speaking notes for application; Review correspondence re offer on Harvest Building; Attend at application to approve activities, fees, allocation, distribution and a further sealing order.	3.80
27-Jul-2023	RTT	Serve Order; Direct filing of Restricted Court Access Order; Review and respond to email from W. Dushenski	0.10
08-Aug-2023	RTT	Review correspondence re document request from debtor.	0.10
Total			16.40

Timekeeper Summary

<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JRM / JAMES MCTAGUE	345.00	5.60	1,932.00
RTT / RYAN TRAINER	400.00	10.80	4,320.00
Total		16.40	\$6,252.00

Cost Detail (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
17-Jul-2023	ACS Express Courier	20.00
31-Jul-2023	CWB Credit Card - Edm - Gord - Court of KB Printing Fees	13.00
	Colour Reprographic Services	31.60
	Laser printing	130.25
	Postage	1.94
	Runner Costs	10.00
	Scanning of Documents	5.00
Total		\$211.79

Cost Detail (Non-Taxable)

MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: August 30, 2023
Invoice No.: 838014
Matter No.: 20230841

<u>Date</u>	<u>Description</u>	<u>Amount</u>
17-Jul-2023	Court House - Filing	70.00
Total		\$70.00

Cost Summary (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
17-Jul-2023	ACS Express Courier	20.00
31-Jul-2023	CWB Credit Card - Edm - Gord - Court of KB Printing Fees	13.00
	Colour Reprographic Services	31.60
	Laser printing	130.25
	Postage	1.94
	Runner Costs	10.00
	Scanning of Documents	5.00
Total		\$211.79

Cost Summary (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
17-Jul-2023	Court House - Filing	70.00
Total		\$70.00

Total Amount Due **\$6,856.98**

THIS IS OUR ACCOUNT HEREIN
McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & E. O.

MCLENNAN ROSS

LEGAL COUNSEL

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

Invoice Date: August 30, 2023
Invoice No.: 838014
Client No.: 020993
Matter No.: 20230841 RTT

ATTENTION: GRAY, KRISTIN

REMITTANCE PAGE

Total Amount Due

\$6,856.98

<u>EFT (Electronic Funds Transfer) or Wire Transfer instructions</u>	
Please email "Matter: 20230841; Invoice: 838014 to payments@mross.com	
Canadian Funds from 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	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
<u>For Interac e-Money Transfers</u>	
Please provide the matter number: 20230841; Invoice: 838014 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.	
G.S.T. #R119415172	

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MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AB T5J 3G1

Invoice Date: December 5, 2023
Invoice No.: 844664
Client No.: 020993
Matter No.: 20230841 RTT

ATTENTION: KRISTIN GRAY

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA LTD. MASTER FILE

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

	Currency: CAD
Fees	\$7,250.00
Costs (Taxable)	\$584.23
	<hr/>
	\$7,834.23
GST	\$391.71
	<hr/>
	\$8,225.94
Costs (Non-Taxable)	\$8.00
	<hr/>
Total Amount Due	\$8,233.94

G.S.T. #R119415172

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MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: December 5,
2023
Invoice No.: 844664
Matter No.: 20230841

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>
22-Aug-2023	RTT	Review correspondence.
06-Sep-2023	RTT	Conference call with secured lenders re sales efforts.
07-Sep-2023	RTT	Review tax question posed by secured lender; Call with Receiver re tax issue; Email M. Loney of our office re tax issue.
11-Sep-2023	RTT	Call with Receiver; Review precedent claims; Review correspondence re summary of transactions.
12-Sep-2023	RTT	Draft instruction memo to R. Lang of our office re address types of relief that can be sought for fraudulent preferences/conveyances claims.
12-Sep-2023	RL	Receive instructions from R. Trainer; Research re statement of claim or application for recovery by trustee under BIA s 95/96; research re fraudulent preferences and conveyances under provincial statutory framework; drafting of memorandum re procedural challenge under BIA 95/96 and Fraudulent preferences.
13-Sep-2023	RL	Discuss research conclusions w R. Trainer; receive additional instructions for research development; draft memo re 95/96 procedure and timeline considerations to R. Trainer.
14-Sep-2023	RL	prepare memo re procedure and elements of s 96 application for R. Trainer; email re next steps and additional instructions.
04-Oct-2023	RTT	Review and respond to email from counsel for writ holders re status of sale of buildings in the receivership.
06-Oct-2023	RTT	Review correspondence from receiver re distribution to unsecured creditors.
20-Oct-2023	KW	Receipt of instructions regarding corporate searches; Obtain Alberta search and email to H. Moir for further instructions; Email requesting federal search; Email to D. Harrish enclosing results.
20-Oct-2023	CDH	Analyze corporate searches for DoorDash entities in Alberta and draft Demand Letter to Doordash re immediate removal of signage.
23-Oct-2023	RTT	Provide update re service of demand letter on DoorDash; Review correspondence with Receiver re information received from H. Kassaye; Call with Receiver.
24-Oct-2023	CDH	Draft Application and Order to remove signage improperly placed on property.
26-Oct-2023	RTT	Call with Receiver; Draft letter to Ad Agency.
26-Oct-2023	RTT	Address research and deposit issue.
27-Oct-2023	RTT	Follow up with Ace Burton Media re removal of Door Dash signage; Review correspondence and call with Receiver; Correspondence with Ace Burton Media re removal of sign and timing.
31-Oct-2023	RTT	Review correspondence re removal of door dash signage.
09-Nov-2023	RTT	Review correspondence re removal of signage.
10-Nov-2023	RTT	Email broker seeking to make introduction to sign installer to remove doordash sign.
13-Nov-2023	RTT	Leave voicemail for G. Zhang.

MNP LTD.
 RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
 LTD. MASTER FILE

Invoice Date: December 5,
 2023
 Invoice No.: 844664
 Matter No.: 20230841

<u>Date</u>	<u>Name</u>	<u>Description</u>
14-Nov-2023	RTT	Review and respond to email from Granger Advertisement re costs of sign removal.
15-Nov-2023	MKF	Receipt and review email from M. Ryan re request for Corporate Search; Email to Eldor-Wal re request for Ontario Corporate Search re Ace Burton Media; Receipt and review Ontario Corporate Search from Eldor-Wal; Make file copy of same; Tend to payment of invoice received; Report to M. Ryan British Columbia Corporate Search.
15-Nov-2023	RTT	Instruct preparation of indemnity agreement; Call with Receiver; Review update re signage issue; Edit indemnity agreement; Draft demand letter.
15-Nov-2023	MJR	Email from R. Trainer re indemnity agreement requirements; Review emails re signage issue; Instruct M. Fraser re corporate searches for Ace Burton Media; Draft Indemnity Agreement; Review corporate search and revise indemnity agreement accordingly; Email to/from R. Trainer re same and further revise agreement.
16-Nov-2023	RTT	Execute letter and gather schedules; Send demand letter to Ace Burton media.
17-Nov-2023	RTT	Review proposed sublease and lease; Request corporate search; Provide comments to Receiver re right to sublet.
20-Nov-2023	RTT	Review and respond to Ace Burton media re confirmation of payment; Request execution of Indemnity agreement.
21-Nov-2023	RTT	Review and respond to email from Ace Burton media.
27-Nov-2023	RTT	Follow up with A Burton media re executed indemnity agreement; Review notice of termination of YMCA lease; Review research re fraud preferences; Email commercial coordinator to book time on commercial list to extend sealing order.
28-Nov-2023	RTT	Review available dates from the Court; Confirm instructions; Draft booking letter; Prepare amending order; Submit Notice to Media to Restrict Access.
29-Nov-2023	RTT	Draft letter to Commercial Coordinator; Submit e-Request Notice to Media to Restrict Access; Draft Amended Restricted Court Access Order.

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Hours</u>	<u>Amount</u>
RTT / RYAN TRAINER	Partner	10.50	4,200.00
CDH / COLTEN HARRISH	Associate	2.10	598.50
MJR / MATTHEW RYAN	Associate	2.00	570.00
RL / RALPH LANG	Articling Student	7.40	1,813.00
KW / KOURTNEY WAPPLE	Paralegal	0.30	43.50
MKF / MACKENZIE FRASER	Paralegal	0.20	25.00
Total		22.50	\$7,250.00

MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: December 5,
2023
Invoice No.: 844664
Matter No.: 20230841

Cost Detail (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
14-Jul-2023	WCPS West Coast Process Serving Ltd. - Process Server	208.60
26-Jul-2023	Action Process Serving Ltd. - Process Server	211.47
20-Oct-2023	Eldor-Wal Registratons (1987) Ltd. - Eldor Wal Registration Taxable	15.00
20-Oct-2023	West Direct Express Courier - Deliveries	8.51
15-Nov-2023	Eldor-Wal Registrations (1987) Ltd. - <p>Corporate Search</p>	20.00
	Colour Reprographic Services	4.40
	LTO - On Line Title/Document Search	10.00
	Laser printing	96.25
	PPR - Search	6.00
	Photocopies	0.50
	Scanning of Documents	3.50
Total		\$584.23

Cost Detail (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
15-Nov-2023	Eldor-Wal Registrations (1987) Ltd. - <p>Corporate Search</p>	8.00
Total		\$8.00

Cost Summary (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
14-Jul-2023	WCPS West Coast Process Serving Ltd. - Process Server	208.60
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	Colour Reprographic Services	4.40
	LTO - On Line Title/Document Search	10.00
	Laser printing	96.25
	PPR - Search	6.00
	Photocopies	0.50
	Scanning of Documents	3.50
Total		\$584.23

Cost Summary (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
15-Nov-2023	Eldor-Wal Registrations (1987) Ltd. - <p>Corporate Search</p>	8.00

MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: December 5,
2023
Invoice No.: 844664
Matter No.: 20230841

<u>Date</u>	<u>Description</u>	<u>Amount</u>
Total		\$8.00

Total Amount Due \$8,233.94

THIS IS OUR ACCOUNT HEREIN
McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & E. O.

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AB T5J 3G1

ATTENTION: KRISTIN GRAY

Invoice Date: December 5, 2023
Invoice No.: 844664
Client No.: 020993
Matter No.: 20230841 RTT

REMITTANCE PAGE

Total Amount Due

\$8,233.94

<u>EFT (Electronic Funds Transfer) or Wire Transfer instructions</u>	
Please email "Matter: 20230841; invoice: 844664 to payments@mross.com	
Canadian Funds from 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 T6N 3Y4	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
<u>For Interac e-Money Transfers</u>	
Please provide the matter number: 20230841; invoice: 844664 and password by email to payments@mross.com	
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G.S.T. #R119415172	

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Toll-free 888 836 6684

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MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AB T5J 3G1

Invoice Date: February 27, 2024
Invoice No.: 849874
Client No.: 020993
Matter No.: 20230841 RTT

ATTENTION: KRISTIN GRAY

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA LTD. MASTER FILE

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

Currency: CAD

Fees	\$3,580.00
Costs (Taxable)	\$486.97
	<hr/>
	\$4,066.97
GST	\$203.35
	<hr/>
	\$4,270.32
Costs (Non-Taxable)	\$97.00
	<hr/>
Total Amount Due	\$4,367.32

G.S.T. #R119415172

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SEE REMITTANCE PAGE FOR PAYMENT OPTIONS

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MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: February 27,
2024
Invoice No.: 849874
Matter No.: 20230841

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
30-Nov-2023	RTT	Draft email to Receiver re contents of Supplement Report to extend Restricted Court Access Order; Draft Application to extend Restricted Court Access Order.	0.90	400.00	360.00
01-Dec-2023	RTT	Edit booking letter for application.	0.20	400.00	80.00
11-Dec-2023	RTT	Review and respond to correspondence re removal of signage.	0.10	400.00	40.00
14-Dec-2023	RTT	Review correspondence re signage; Send email to commercial coordinator booking application; Update summary email to Receiver on s. 95/96.	0.80	400.00	320.00
15-Dec-2023	RTT	Further correspondence with commercial coordinator re booking application.	0.10	400.00	40.00
17-Dec-2023	RTT	Follow up with Receiver re application to extend sealing order.	0.10	400.00	40.00
19-Dec-2023	RTT	Call with K. Gray re adding additional relief to application.	0.20	400.00	80.00
19-Dec-2023	RTT	Edit and amend application materials to extend sealing order, approval of fees and an interim distribution; Edit and revise Receiver's Fourth Report.	1.40	400.00	560.00
21-Dec-2023	RTT	Final edits to application to extend sealing order and various other relief; Approve service of materials.	0.40	400.00	160.00
11-Jan-2024	RTT	Review file and prepare speaking notes for application.	2.30	475.00	1,092.50
12-Jan-2024	RTT	Attend in chambers to speak to application to approve extension of sealing order and approval of Receiver's	1.40	475.00	665.00

MNP LTD.
 RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
 LTD. MASTER FILE

Invoice Date: February 27,
 2024
 Invoice No.: 849874
 Matter No.: 20230841

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
22-Jan-2024	RTT	activities; Email Receiver. Review YMCA lease and damage deposit issue and report back to Receiver.	0.30	475.00	142.50
Total			8.20		\$3,580.00

Timekeeper Summary

<u>Name</u>	<u>Timekeeper Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
RTT / RYAN TRAINER	Partner	475.00	4.00	1,900.00
RTT / RYAN TRAINER	Partner	400.00	4.20	1,680.00
Total			8.20	\$3,580.00

Cost Detail (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Colour Reprographic Services	146.00
	Corporate Registry - Search	84.00
	Deliveries	50.80
	Laser printing	182.00
	Runner Costs	10.00
	Supplies - Tabs	14.17
Total		\$486.97

Cost Detail (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
21-Dec-2023	CWB Credit Card - Edm - Gord - Application	70.00
10-Jan-2024	CWB Credit Card - Edm - Gord - Court of KB Printing Fees	13.00
22-Feb-2024	Court House - Filing	14.00
Total		\$97.00

Cost Summary (Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Colour Reprographic Services	146.00
	Corporate Registry - Search	84.00
	Deliveries	50.80
	Laser printing	182.00
	Runner Costs	10.00
	Supplies - Tabs	14.17
Total		\$486.97

MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
LTD. MASTER FILE

Invoice Date: February 27,
2024
Invoice No.: 849874
Matter No.: 20230841

Cost Summary (Non-Taxable)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
21-Dec-2023	CWB Credit Card - Edm - Gord - Application	70.00
10-Jan-2024	CWB Credit Card - Edm - Gord - Court of KB Printing Fees	13.00
22-Feb-2024	Court House - Filing	14.00
Total		\$97.00

Total Amount Due **\$4,367.32**

THIS IS OUR ACCOUNT HEREIN
McLENNAN ROSS LLP

PER: *Ryan Trainer*
RYAN TRAINER

E. & E. O.

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AB T5J 3G1

ATTENTION: KRISTIN GRAY

Invoice Date: February 27, 2024
Invoice No.: 849874
Client No.: 020993
Matter No.: 20230841 RTT

REMITTANCE PAGE

Total Amount Due

\$4,367.32

<u>EFT (Electronic Funds Transfer) or Wire Transfer instructions</u>	
Please email *Matter: 20230841; Invoice: 849874 to payments@mross.com	
Canadian Funds from 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	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
<u>For Interac e-Money Transfers</u>	
Please provide the matter number: 20230841; Invoice: 849874 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.	
G.S.T. #R119415172	

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 7676
Toll-free 888 836 6684

MCLENNAN ROSS

LEGAL COUNSEL

MNP LTD.
10235 101 STREET NW
SUITE 1300
EDMONTON, AB T5J 3G1

ATTENTION: KRISTIN GRAY

Invoice Date: April 9, 2024
Invoice No.: 852929
Client No.: 020993
Matter No.: 20230841 RTT

SUMMARY OF ATTACHED ACCOUNT

RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA LTD. MASTER FILE

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

	Currency: CAD
Fees	\$840.50
Costs (Taxable)	\$86.25
	<hr/>
	\$926.75
GST	\$46.34
	<hr/>
Total Amount Due	\$973.09

G.S.T. #R119415172

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SEE REMITTANCE PAGE FOR PAYMENT OPTIONS

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MNP LTD.
 RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
 LTD. MASTER FILE

Invoice Date: April 9, 2024
 Invoice No.: 852929
 Matter No.: 20230841

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
05-Mar-2024	TMC	Obtain 2024 assessment values on Harvest building.	0.20	33.00
05-Mar-2024	RTT	Address tax assessment on Harvest property.	0.40	190.00
13-Mar-2024	RTT	Review OTP and title search and edit accordingly to remove reference to RBC mortgage security; Email correspondence with Receiver and listing agent.	0.80	380.00
19-Mar-2024	RTT	Follow up with Receiver status of instructions on offer.	0.10	47.50
20-Mar-2024	RTT	Review correspondence re instructions on counteroffer; Review counteroffer.	0.20	95.00
02-Apr-2024	RTT	Call with Receiver re new offers made on property.	0.20	95.00
Total			1.90	\$840.50

Timekeeper Summary

<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
RTT / RYAN TRAINER	475.00	1.70	807.50
TMC / TERRY CSANDL	165.00	0.20	33.00
Total		1.90	\$840.50

Cost Detail (Taxable)

<u>Description</u>	<u>Amount</u>
City on-line (Edmonton)	56.25
LTO - On Line Title/Document Search	30.00
Total	\$86.25

Total Amount Due **\$973.09**

THIS IS OUR ACCOUNT HEREIN
 McLENNAN ROSS LLP

PER: *Ryan Trainer*
 RYAN TRAINER

E. & E. O.

MNP LTD.
RE: RECEIVERSHIP OF 2399430 AB LTD. AND 2399449 ALBERTA
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Invoice Date: April 9, 2024
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