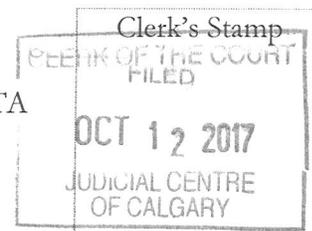


COURT FILE NO. 1701-04209  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE RECEIVERSHIP  
OF DMD III MORTGAGE INVESTMENT  
CORPORATION

PLAINTIFF AXCESS CAPITAL ADVISORS INC.  
DEFENDANTS DMD MORTGAGE INVESTMENT  
CORPORATION, DMD II MORTGAGE  
INVESTMENT CORPORATION and DMD III  
MORTGAGE INVESTMENT CORPORATION  
APPLICANT MNP LTD. in its capacity as Court-appointed  
Receiver and Manager of the assets, undertakings  
and properties of DMD III MORTGAGE  
INVESTMENT CORPORATION

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
Torys LLP  
4600 Eighth Avenue Place East  
525 - Eighth Ave SW  
Calgary, AB T2P 1G1  
Attention: Kyle Kashuba  
Telephone: +1 403.776.3744  
Fax: +1 403.776.3800  
Email: [kkashuba@torys.com](mailto:kkashuba@torys.com)  
File No. 34004-2004

**NOTICE TO RESPONDENT(S):**

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

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

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

Date: Wednesday, October 18, 2017

Time:	11:00 a.m.
Where:	Calgary Courts Centre
Before Whom:	Madam Justice B.E.C. Romaine, of the Commercial List

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

**Remedy claimed or sought:**

1. An Order, in substantially the form of the proposed Order attached hereto as Schedule “A” (the “**30 Ave Property Approval and Vesting Order**”) to this Application, granting relief including but not limited to:
  - 1.1 deeming service of notice of this Application to be good and sufficient, and declaring that no other person is required to have been served with notice of this Application;
  - 1.2 approving the Transaction as it pertains to the property located at 135 - 30 Avenue NW, Calgary, AB (the “**30 Ave Property**”); and
  - 1.3 authorizing MNP Ltd. in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties DMD III Mortgage Investment Corporation (“**DMD III**” or the “**Debtor**”) to complete the 30 Ave Property sale transaction (the “**Transaction**”).
2. An Order, in substantially the form of the proposed Order attached hereto as Schedule “B” (the “**30 Ave Property Restricted Court Access Order**”) to this Application, directing the sealing of the Second Confidential Report of the Receiver dated October 12, 2017 (the “**Second Confidential Report**”) notwithstanding Part 6, Division 4 of the *Alberta Rules of Court*.
3. Such further and other relief, advice and directions as counsel may advise and this Honourable Court may deem just and appropriate.

**Grounds for making this Application:**

*I. Approval and Vesting Order*

4. On April 4, 2017, upon the Application of Axxess Capital Partners Inc., MNP Ltd. was appointed as Receiver over the Debtor, and was tasked with amongst other things, identifying, securing, arranging for sale and monetizing the assets, undertakings and properties of DMD III.

5. The Receiver is party to the Transaction relating to the 30 Ave Property, in respect of which DMD III is a 33.33% registered owner. Sun Country Mortgage Investment Corporation (in bankruptcy, with MNP Ltd. acting as their Trustee) is a 33.33% registered owner, and Crossroads-DMD Mortgage Investment Corporation is the final 33.33% registered owner, and all registered owners (collectively, the “**Owners**”) have agreed to the terms of the Transaction.
6. The 30 Ave Property was marketed by the Receiver and its agents to a number of interested prospective purchasers. An offer was made by Lauren Hepp and Joseph Schembri (together, the “**Purchaser**”). The Receiver negotiated the terms of the Transaction with the Purchaser, through their respective agents, and ultimately entered into the 30 Ave Property purchaser and sale agreement (the “**PSA**”), which is subject to the approval of this Honourable Court.
7. The Purchaser has now waived their conditions to the PSA, so the sole remaining condition is this Honourable Court’s approval of the Transaction and the PSA in respect of the 30 Ave Property.
8. The Transaction and the PSA in respect of the 30 Ave Property offer a fair and reasonable consideration for the Debtor’s interest in the subject lands, is in the best interest of DMD III’s stakeholders, and is more beneficial to DMD III’s stakeholders than an alternate form of the disposition of the subject lands.
9. The process leading to the Transaction was reasonable in all of the circumstances and the consideration to be received is fair and reasonable.
10. It would be prejudicial to the DMD III stakeholders and the administration of the receivership estate if the Transaction is not completed, in addition to which, the Receiver would be exposed to ongoing expenses and the cost and risk of a new marketing process.
11. The proposed distribution of funds from the net sales proceeds, which includes (1) the payment of certain unpaid taxes, (2) the payment of the closing costs for the sale including but not limited to real estate commissions, and (3) the payment, in equal shares of the remaining net proceeds, to the Owners, with those proceeds which are to be paid to the DMD III estate to be held by the Receiver in their discretion, is fair and reasonable.
12. The terms as set out in the proposed form of 30 Ave Property Approval and Vesting Order attached hereto as Schedule “A” are necessary to effect the sale of the 30 Ave Property, as contemplated by the Receiver.

## *II. Restricted Court Access Order*

13. The Second Confidential Report contains matters of a sensitive commercial nature, including the deposit and purchase price agreed to in the PSA (the “**Confidential Information**”).

14. The publication or dissemination of the Confidential Information could result in harm to the sale of the 30 Ave Property, should the Transaction not close.
15. The 30 Ave Property Restricted Court Access Order sought is the least restrictive and prejudicial alternative to prevent the dissemination of the commercially sensitive Confidential Information, such that is fair and just in the circumstances to restrict public access to the Confidential Information.
16. The terms as set out in the proposed form of 30 Ave Property Restricted Court Access Order attached hereto as Schedule “B” are necessary to effect the sealing of the Second Confidential Report.

### *III. Miscellaneous*

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

### **Material or evidence to be relied on:**

18. All pleadings, proceedings, orders, affidavits, reports and other materials filed in Alberta Court of Queen’s Bench Action No. 1701-04209, and in particular the Receivership Order granted by Justice A.D. Macleod on April 4, 2017.
19. The Second Report of the Receiver, filed October 12, 2017, and the Second Confidential Report of the Receiver dated October 12, 2017, to be filed.
20. The proposed form of 30 Ave Property Approval and Vesting Order attached as Schedule “A” to this Application, and the proposed form of 30 Ave Property Restricted Court Access Order attached as Schedule “B” to this Application.
21. The inherent jurisdiction of this Honourable Court to control its own process.
22. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.

### **Applicable rules:**

23. Part 6, Division 7, and in particular Rules 3.2 and 6.47(e) and (f), and Part 4, Division 6, and *Bankruptcy and Insolvency General Rules*, CRC 1985, c 368, as amended and in particular Rule 11 thereof, and such further and other Rules as counsel may advise and that this Honourable Court may permit.

**Applicable Acts and Regulations:**

24. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, the *Judicature Act*, RSA 2000, c J-2, as amended, and such further and other Acts and Regulations as counsel may advise and that this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

25. None.

**How the Application is proposed to be heard or considered:**

26. Oral submissions by counsel at an Application in Commercial List Justice Chambers as agreed and scheduled by counsel, scheduled to be heard on Wednesday, October 18, 2017 at 11:00 a.m. before the Honourable Madam Justice B.E.C. Romaine, of the Commercial List.

**AFFIDAVIT EVIDENCE IS REQUIRED IF YOU WISH TO OBJECT.****WARNING**

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

SCHEDULE "A"

COURT FILE NO. 1701-04209  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP  
OF DMD III MORTGAGE INVESTMENT  
CORPORATION

PLAINTIFF AXCESS CAPITAL ADVISORS INC.  
DEFENDANTS DMD MORTGAGE INVESTMENT  
CORPORATION, DMD II MORTGAGE  
INVESTMENT CORPORATION and DMD III  
MORTGAGE INVESTMENT CORPORATION  
APPLICANT MNP LTD. in its capacity as Court-appointed  
Receiver and Manager of DMD III MORTGAGE  
INVESTMENT CORPORATION

DOCUMENT **APPROVAL AND VESTING ORDER**  
**(30 Ave Property)**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT  
Torys LLP  
4600 Eighth Avenue Place East  
525 - Eighth Ave SW  
Calgary, AB T2P 1G1

Attention: Kyle Kashuba  
Telephone: +1 403.776.3744  
Fax: +1 403.776.3800  
Email: [kkashuba@torys.com](mailto:kkashuba@torys.com)  
File No. 34004-2004

DATE UPON WHICH ORDER WAS PRONOUNCED: Wednesday, October 18, 2017  
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice B.E.C. Romaine  
LOCATION OF HEARING: Calgary, Alberta

**UPON THE APPLICATION** by, in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of DMD III Mortgage Investment Corporation (“**DMD III**” or the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**PSA**”) between the Receiver on behalf of DMD III, and Lauren Hepp and Joseph Schembri, both of 135 - 30 Avenue NW, Calgary, AB, as joint tenants (the “**Purchaser**”), which is included and described in the Second Confidential Report of the Receiver dated October 12, 2017 (the “**Second Confidential Report**”) in respect of the property located at 135 - 30 Avenue NW, Calgary, AB (the “**30 Ave Property**”), and vesting in the Purchaser (or its nominee) the right, title and interest in and to the real property described in the PSA (the “**Lands**”) of DMD III, Sun Country Mortgage Investment Corporation and Crossroads-DMD Mortgage Investment Corporation (collectively, the “**Owners**”); **AND UPON HAVING READ** the Application and the Second Report of the Receiver, both filed October 12, 2017, and any other material and evidence filed to date in the within proceedings, and the Second Confidential Report, to be filed; **AND UPON HEARING** the submissions of counsel for the Receiver, and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application;

**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 the time for service of this Application is abridged to that actually given.

**APPROVAL OF 30 AVE PROPERTY TRANSACTION**

2. The Transaction relating to the 30 Ave Property, which is legally described as:

Plan 3980AM  
Block 46  
Lot 23

is hereby approved, and the execution of the PSA by the Receiver is hereby authorized and approved, and is deemed to be commercially reasonable and in the best interests of the receivership estate and the stakeholders affected thereby, with such minor amendments as the Receiver may deem necessary and as may be agreed upon by the Receiver and the Purchaser. The Receiver is hereby authorized and directed, subject to the terms and

conditions of this Order and the PSA, to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Lands to the Purchaser (or its nominee).

### VESTING OF 30 AVE PROPERTY

3. Upon the delivery by the Receiver of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Certificate**") confirming the closing of the Transaction contemplated by the PSA, all of the Debtor's right, title and interest in and to the Lands described in the PSA attached as Appendix E to the Confidential Second Report hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**", which term shall explicitly not include the Permitted Encumbrances (as defined below)) including, without limiting the generality of the foregoing:

- (a) all charges, security interests or claims evidenced by registration, filing, or publication pursuant to any or all of the following: (i) the *Personal Property Security Act* (Alberta); or (ii) any other personal property, mineral, or real property registry system (collectively, the "**Registries**"),

for greater certainty, this Court orders that all of the Claims, other than the permitted encumbrances described in the PSA and listed on **Schedule "B"** hereto (the "**Permitted Encumbrances**"), affecting or relating to the Lands are hereby expunged and discharged as against the Lands.

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar under the *Land Titles Act* (Alberta), and all other applicable government ministries and authorities in Alberta, exercising jurisdiction with respect to or over the Lands (collectively, the "**Governmental Authorities**"), as applicable, are hereby authorized, requested and directed to (in each case as applicable):

- (a) enter the Purchaser as the owner, lessee, and/or licensee of the Lands:

- (b) cancel the existing Certificates of Title to the Lands and issue new Certificates of Title for the Lands, in the name of the Purchaser (or its nominee);
  - (c) cancel, delete or expunge from the existing title documents concerning the Lands all applicable Claims, including all Encumbrances other than the Permitted Encumbrances; and
  - (d) register such transfers, discharge statements, or conveyances, as may be required to convey clear title to the Lands to the Purchaser, subject only to the Permitted Encumbrances.
5. This Order shall be registered and the steps set out in paragraph 4 shall be carried out by the applicable Registrar and/or Governmental Authorities notwithstanding the requirements of section 191(1) of the *Land Titles Act* (Alberta) and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

#### **CLOSING OF THE SALE TRANSACTION**

6. The closing of the Transaction shall be effected in accordance with the terms of the PSA and such amendments to the PSA as may be agreed to in writing between the Purchaser and the Receiver.
7. For the purposes of determining the nature and priority of Claims against DMD III, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Lands, with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. The Purchaser (and its nominee, if any) shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtor.
9. The Debtor and all persons who claim by, through or under the Debtor in respect of the Lands, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Lands and, to the extent that any such persons remains in possession or control of any of the Lands, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by the Debtor, or any person claiming by or through or against the Debtor.
11. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or the Debtor.
12. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser (or its nominee).
13. Notwithstanding:
  - (a) The pendency of these proceedings;
  - (b) Any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
  - (c) Any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Lands in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

14. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

#### **Handling of Sale Proceeds**

15. The Receiver is hereby authorized and directed to make the following distributions following the closing of the Transaction contemplated by the PSA:
  - (a) first, by the Receiver for unpaid property taxes in respect of the Lands;

- (b) second, by the Receiver for the closing costs for the sale including but not limited to real estate commissions with respect to the Lands; and
- (c) third, the payment, in equal shares of the remaining net proceeds, to the Owners of the Lands, which include Sun Country Mortgage Investment Corporation (in bankruptcy), and Crossroads-DMD Mortgage Investment Owners, with those proceeds which are to be paid to the DMD III estate to be held by the Receiver and distributed in their discretion.

### **Miscellaneous Matters**

- 16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, 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 as 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 or to assist the Receiver and its agents in carrying out the terms of this Order.
- 17. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
- 18. Service of this Order on any party not attending this Application is hereby dispensed with.

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Justice of the Alberta Court of Queen's Bench

**Schedule "A"**  
**Form of Receiver's Certificate**

COURT/ESTATE FILE NUMBER 1701-04209

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP  
OF DMD III MORTGAGE INVESTMENT  
CORPORATION

PLAINTIFF AXCESS CAPITAL ADVISORS INC.

DEFENDANTS DMD MORTGAGE INVESTMENT  
CORPORATION, DMD II MORTGAGE  
INVESTMENT CORPORATION and DMD III  
MORTGAGE INVESTMENT  
CORPORATION

APPLICANT MNP LTD. in its capacity as Court-appointed  
Receiver and Manager of the assets, undertakings  
and properties of DMD III MORTGAGE  
INVESTMENT CORPORATION

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Torys LLP  
4600 Eighth Avenue Place East  
525 - Eighth Ave SW  
Calgary, AB T2P 1G1

Attention: Kyle Kashuba  
Telephone: + 1 403.776.3744  
Fax: +1 403.776.3800  
Email: [kkashuba@torys.com](mailto:kkashuba@torys.com)  
File No. 34004-2004

**RECITALS**

- A. On April 4, 2017, on Application by Axxcess Capital Advisors Inc., the Court of Queen's Bench of Alberta appointed MNP Ltd. as receiver and manager (the "**Receiver**") over the assets, undertakings and properties of DMD III Mortgage Investment Corporation ("**DMD III**" or the "**Debtor**"), and the Receiver was tasked with amongst other things, identifying, securing, arranging for sale and monetizing the assets, undertakings and properties of DMD III.

- B. Pursuant to an Order of the Court dated October 18, 2017, the Court approved the agreement of purchase and sale made (the “PSA”) between the Receiver, and Lauren Hepp and Joseph Schembri (together, the “Purchaser”), both of 135 - 30 Avenue NW, Calgary, AB, as joint tenants, and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands 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 Lands; (ii) that the conditions to Closing as set out in Article 8 of the PSA have been satisfied or waived by the Receiver and the Purchaser, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the PSA.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Lands payable on the Closing Date pursuant to the PSA;
2. The conditions to Closing as set out in Article 8 of the PSA have been satisfied or waived by the Receiver and the Purchaser (or its nominee), as applicable; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**MNP Ltd., in its capacity as Court-appointed Receiver and Manager of the assets, undertakings and properties of DMD III Mortgage Investment Corporation, and not in its personal capacity.**

**Per:** \_\_\_\_\_  
**Name:**  
**Title:**

**Schedule "B"**  
**Permitted Encumbrances**

<u>Registration Number</u>	<u>Date</u>	<u>Particulars</u>
771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS

SCHEDULE "B"

COURT FILE NO. 1701-04209  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE RECEIVERSHIP  
OF DMD III MORTGAGE INVESTMENT  
CORPORATION

PLAINTIFF AXCESS CAPITAL ADVISORS INC.  
DEFENDANTS DMD MORTGAGE INVESTMENT  
CORPORATION, DMD II MORTGAGE  
INVESTMENT CORPORATION and DMD III  
MORTGAGE INVESTMENT CORPORATION  
APPLICANT MNP LTD. in its capacity as Court-appointed  
Receiver and Manager of the assets, undertakings  
and properties of DMD III MORTGAGE  
INVESTMENT CORPORATION

DOCUMENT **RESTRICTED COURT ACCESS ORDER**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT  
Torys LLP  
4600 Eighth Avenue Place East  
525 - Eighth Ave SW  
Calgary, AB T2P 1G1

Attention: Kyle Kashuba  
Telephone: +1 403.776.3744  
Fax: +1 403.776.3800  
Email: [kkashuba@torys.com](mailto:kkashuba@torys.com)  
File No. 34004-2004

DATE UPON WHICH ORDER WAS PRONOUNCED: Wednesday, October 18, 2017  
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice B.E.C. Romaine  
LOCATION OF HEARING: Calgary, Alberta

**UPON THE APPLICATION** by MNP Ltd., in its capacity as Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of DMD III Mortgage Investment Corporation (“**DMD III**”) for a Restricted Court Access Order; **AND UPON HAVING READ** the Application, Second Report of the Receiver filed October 12, 2017 (the “**Second Report**”), the Second Confidential Report of the Receiver dated October 12, 2017 (the “**Second Confidential Report**”), and any other material and evidence filed to date in the within proceedings; **AND UPON HEARING** the submissions of counsel for the Receiver, and from any other interested parties who may be present, with no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service; **AND UPON IT APPEARING** that all interested and affected parties have been served with notice of this Application;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. The time for service of the Application materials in support of the Application for the restricted court access order in this matter (this “**Order**”) is hereby dispensed with, and specifically, the service, notice and formal requirements of Part 6, Division 4 of the *Alberta Rules of Court*, Alta Reg 124/2010 shall not apply to this Order and are hereby dispensed with.
2. The Receiver’s Second Confidential Report shall be treated as confidential, sealed and not form part of the public record, and shall be inserted in a sealed envelope which shall be clearly marked “THIS ENVELOPE CONTAINS THE SECOND CONFIDENTIAL REPORT OF MNP LTD., IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF DMD III MORTGAGE INVESTMENT CORPORATION, WHICH IS SEALED PURSUANT TO COURT ORDER, IS NOT TO BE OPENED, AND IS NOT TO FORM PART OF THE PUBLIC RECORD OR MADE PUBLICALLY ACCESSIBLE WITHOUT PRIOR AUTHORITY FROM THE HONOURABLE MADAM JUSTICE B.E.C. ROMAINE OR ANY OTHER JUSTICE OF THE COURT OF QUEEN’S BENCH”.
3. The Receiver’s Second Confidential Report shall be filed with the Court within 90 days following the closing of the pending sale to the Purchaser (as that term is described and defined in the Second Report).

4. The Receiver is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

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Justice of the Alberta Court of Queen's Bench