

Clerk's stamp:

COURT FILE NUMBER

2303-12261

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

KV CAPITAL INC.

DEFENDANTS

JASPER SUMMERLEA SHOPPING CENTER LTD. and JUDY CHEN

DOCUMENT

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver:

MNP Ltd.
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Edmonton, AB, Canada T5J 3G1
Attention: Kristin Gray
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kristin.gray@mnp.ca

Counsel:

Parlee McLaws LLP
1700 Enbridge Centre
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Edmonton, AB, Canada T5J 0H3
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srohatyn@parlee.com



**IN THE MATTER OF THE RECEIVERSHIP OF
JASPER SUMMERLEA SHOPPING CENTER LTD.**

TABLE OF CONTENTS

PURPOSE OF REPORT2

BACKGROUND INFORMATION2

INSOLVENCY EVENTS3

CRA REFUND ISSUED POST RECEIVERSHIP4

THE RBC ACCOUNT AND SIGNIFICANT TRANSACTIONS6

Appendices

- A. A copy of the Receivership Order – August 17, 2023
- B. A copy of the Receiver’s Information Request dated August 17, 2023
- C. A copy of the Receivership notification package faxed to CRA – August 24, 2023
- D. A copy of the Receivership notification package re-faxed to CRA – October 11, 2023
- E. A copy of the corporate search for Jasper Summerlea Shopping Center Ltd.
- F. A copy of the Certificate of Title dated December 29, 2023
- G. A copy of the correspondence to Chen’s counsel dated December 21, 2023
- H. A copy of the cancelled Refund Cheque
- I. Copies of RBC Statements to December 14, 2023
- J. A copy of the MCA
- K. A copy of the COVR
- L. Copies of records of the Significant Transactions

PURPOSE OF REPORT

1. Pursuant to an Order of the Court of King's Bench of Alberta granted August 17, 2023 (the "**Receivership Order**"), MNP Ltd. ("**MNP**") was appointed receiver and manager (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of Jasper Summerlea Shopping Center (the "**Company**" or "**Jasper**"). A copy of the Receivership Order is attached as **Appendix "A"**.
2. This is the Receiver's first report to Court regarding the administration of the estate of the Company (the "**First Report**").
3. The purpose of this report is to:
 - (i) Update this Honourable Court with respect to the specifics of a refund cheque issued to the Company by the Canada Revenue Agency (the "**CRA**") dated August 23, 2023; and
 - (ii) Assist the Court in its consideration of pending applications for pre-judgment relief being sought in the Refund Action, as defined below.

BACKGROUND INFORMATION

4. Jasper is incorporated pursuant to the laws of the Province of Alberta. Ms. Judy Chen ("**Chen**") is the sole director of Jasper.
5. Jasper is the registered owner of a parcel of real property located at land civically described as 17104 - 90 Avenue NW, Edmonton, Alberta, and legally described as follows:

PLAN 8220508
BLOCK 30
LOT 9 EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0405 HECTARES (1 ACRE) MORE OR LESS

(the "**Jasper Land**")
6. The Jasper Land is a parcel of urban property, zoned as Shopping Centre Zone lands under the City of Edmonton's Land Use Bylaw 12800. It is located immediately to the North of West Edmonton Mall.

7. Jasper's business consisted of developing and leasing the Jasper Land, on which two improvements are situated, specifically, a fast-food restaurant and an in progress construction of an extended-stay hotel comprised of 48 guestrooms (the "**Hotel Project**").

INSOLVENCY EVENTS

8. Between January 28, 2021, and April 19, 2023, KV Capital Inc. ("**KV Capital**") advanced a total of \$6,500,000 (inclusive of amounts allocated towards interest reserve and applicable fees) to Jasper pursuant to the lending terms established under a Commitment Letter, dated November 24, 2020, and amended August 9, 2022.
9. As security for the obligations owing to KV Capital, Jasper granted KV Capital the following:
 - (i) A mortgage dated December 13, 2022, as amended, and replaced by a mortgage dated September 14, 2022. The Mortgage secures against the Jasper Land principal indebtedness of up to \$6,500,000 together with interest thereon and enforcement costs;
 - (ii) An assignment of rents and leases dated December 13, 2022, as amended, and replaced by an assignment of rents and leases dated September 14, 2022; and,
 - (iii) A security agreement, dated December 13, 2020, granting KV Capital a security interest in all the present and after acquired personal property of Jasper, together with all proceeds thereof.
10. To facilitate the amendment of the KV Capital mortgage and assignment of rents, a third-party mortgagee, West Edmonton Truckland Ltd., agreed to postpone its registered mortgage security to KV Capital.
11. Jasper defaulted on its financial obligations to KV Capital and on June 19, 2023, KV Capital issued a demand to Jasper for immediate payment of the full balance outstanding to KV Capital. As of June 19, 2023, the indebtedness owing to KV Capital was \$6,679,729, plus interest and costs continuing to accrue thereon.

12. As of June 19, 2023, the Hotel Project was incomplete and required significant capital expenditures to complete, then estimated at \$2,000,000.
13. KV Capital was of the opinion that if sold as an incomplete Hotel Project the sale of the Jasper Land would yield a sale value significantly less than if the Hotel Project was completed.
14. Accordingly, to allow for the potential completion of the Hotel project, thereby maximizing the value derived from a sale of the Jasper Land, KV Capital applied for and obtained a Receivership Order on August 17, 2023.

CRA REFUND ISSUED POST RECEIVERSHIP

15. Immediately following the granting of the Receivership Order, the Receiver wrote to Chen's counsel, Mr. Robert Speidel, requesting various financial information and property in respect of the Company. The correspondence was acknowledged by Chen's counsel on August 21, 2023. Any undeposited cheques made payable to the Company were among the requested items. A copy of the information request dated August 17, 2023, is attached as **Appendix B**.
16. On August 24, 2023, the Receiver faxed notification of the Receivership to CRA. The package included a copy of the Receivership Order, an executed AUT-01 E(22) requesting authorization to the Company's tax accounts, and a request to close the Company's RT and RP 0001 accounts and open RT 0002 account effective August 18, 2023. A copy of this package and fax confirmation is attached as **Appendix C**.
17. The Receiver understands that CRA may take up to 6-8 weeks to process the Receivership Order and grant the Receiver access to the Company's tax accounts.
18. As of October 11, 2023, the Receiver understands the package still had not been processed by the CRA. As such on October 11, 2023, the Receiver re-faxed the package to the CRA. A copy of this package and fax confirmation is attached as **Appendix D**.
19. On December 21, 2023, the Receiver received a letter from the CRA dated December 13, 2023, advising they intended to complete an audit of the GST/HST return of Jasper for the period 2022-01-01 to 2022-12-31.

20. On December 21, 2023, the Receiver contacted CRA to discuss the GST/HST audit and was made aware of a refund issued to Jasper on August 23, 2023, in the amount of \$587,667 (the "**Refund Cheque**"). The refund consisted of multiple years of GST/HST returns.
21. CRA advised that the Refund Cheque was mailed to 11026 128 Street NW, Edmonton, AB, T5M 0W6 (the "**128 Street Property**").
22. The 128 Street Property is the address disclosed for Chen in the corporate search for Jasper. A copy of the corporate search dated August 8, 2023, is attached as **Appendix E**.
23. The Receiver has obtained a Certificate of Title dated December 29, 2023, for the 128 Street Property and understands its registered owner is Mr. David Gary Lee, whom the Receiver understands to be Chen's son. A copy of the Certificate of Title is attached as **Appendix F**.
24. GST refunds payable to the Company by the CRA form part of its property and are subject to the Receivership Order.
25. Chen failed to deliver the Refund Cheque to the Receiver despite her prior knowledge of the Receivership Order and the Receiver's request for information.
26. On December 21, 2023, the Receiver's counsel sent correspondence to Chen's counsel demanding that she forthwith;
 - (i) Provide full account particulars, if the cheque was deposited into an account held by the Company, but is yet undisclosed to the Receiver;
 - (ii) If the cheque was endorsed to a third party, disclose the identity of that third party;
or,
 - (iii) Pay the sum of \$587,667, plus any interest earned thereon, if the cheque was endorsed to Chen.

(the "**Requested Information**")

A copy of the correspondence is attached as **Appendix G**.

27. As of the date of this First Report no response has been received from Chen or her counsel.

THE RBC ACCOUNT AND SIGNIFICANT TRANSACTIONS

28. On January 2, 2024, the Receiver, through Parlee McLaws LLP ("**Parlee**"), legal counsel to the Receiver, obtained a copy of the Refund Cheque. Upon its review, the Receiver was able to determine that it had been deposited into a Royal Bank of Canada ("**RBC**") account based upon the Institution Code and Transit Numbers revealed on its reverse. A copy of the cancelled Refund Cheque is attached as **Appendix H**.
29. On January 2, 2024, the Receiver sent correspondence to RBC regarding the deposit account. RBC confirmed the account holder was Jasper, the account was opened on August 28, 2023, eleven days following the Receivership Order, and the account was operational. In addition, Business Account Statements were provided from the date of account opening to December 14, 2023. Copies of the Statements are attached as **Appendix I**.
30. The Receiver reviewed the statements and noted numerous point of sale transactions related to normal day-to-day consumer purchases, electronic transfers, bank drafts, and cash withdrawals.
31. The Receiver summarized a number of significant transactions (the "**Significant Transactions**"), detailed later in this report. The Receiver requested additional information regarding the Significant Transactions from RBC.
32. On January 5, 2024, Parlee sent correspondence to RBC's legal department requesting additional information on the Significant Transactions.
33. On January 10, 2024, RBC provided counsel with a copy of the Master Client Agreement for Business Clients (the "**MCA**"), a Customer Onboarding Verification Report (the "**COVR**"), and transaction details for the Significant Transactions. A copy of the MCA and COVR are attached as **Appendix J** and **Appendix K**, respectively.
34. The MCA, dated August 26, 2023, names Chen and Kin Min Lee ("**Lee**") as authorized signing officers on the account. In addition, the MCA includes Chen and Lee certified to RBC the following:

- (i) Each individual had the power and authority to exercise certain rights, conduct business, and delegate power and authority on behalf of the Company; and
 - (ii) Confirmed all information provided to RBC, including ownership, control, and structure, is true, complete, and accurate in all respects.
35. The COVR, dated August 26, 2023, notes Chen as director and shareholder of the Company and includes a copy of the Corporate Registration Search (the "**Corporate Search**") also dated August 26, 2023. Details regarding the Significant Transactions are as follows:
- (i) September 5, 2023 – cash withdrawal in the amount of \$500,000, which was subsequently deposited into RBC account number 5051032;
 - (ii) September 7, 2023 – cash withdrawal in the amount of \$40,000, which was subsequently deposited into RBC account number 5413760 (collectively with the above RBC account, the ("**Transfer Accounts**");
 - (iii) September 22, 2023 – bank draft in the amount of \$5,000 USD made payable to FXCalibur Productions Inc.;
 - (iv) October 6, 2023 – cash withdrawal in the amount of \$3,000;
 - (v) November 2, 2023 – bank draft in the amount of \$10,000 made payable to Chen;
 - (vi) November 7, 2023 – bank draft in the amount of \$1,600 made payable to Chen;
 - (vii) November 25, 2023 – bank draft in the amount of \$3,000 made payable to Henry Kam-Shing Yung; and,
 - (viii) December 8, 2023 – bank draft in the amount of \$13,764 made payable to The Nordic Insurance Company.


Copies of the RBC records relating to the Significant Transactions are attached as **Appendix L**.

- 36. The identity of the holder or holders of the Transfer Accounts is unknown to the Receiver. RBC has advised the Receiver's counsel that privacy concerns prevent disclosure in relation to them absent a Court Order.
- 37. The Receiver has, on behalf of Jasper, commenced legal proceedings towards the recovery of Jasper's losses in relation to the foregoing.

All of which is respectfully submitted this 12th day of January 2024.

MNP Ltd.

Receiver of all current and future assets, undertakings, and properties of every nature and kind whatsoever of Jasper Summerlea Shopping Center Ltd.

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

Appendix A

A copy of the Receivership Order – August 17, 2023

Clerk's stamp:



COURT FILE NUMBER 2303 12261
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF KV CAPITAL INC.
DEFENDANTS JASPER SUMMERLEA SHOPPING CENTER LTD. and JUDY CHEN
DOCUMENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
DLA PIPER (CANADA) LLP
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Fax: 780.670.4329
Email: Jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com
File No.: 106178-00056

jh

DATE ON WHICH ORDER WAS PRONOUNCED: ¹⁷ August 15, 2023
LOCATION OF HEARING: Edmonton Law Courts, Edmonton, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER: The Honourable Justice Whitting

UPON the application of KV Capital Inc. ("**KV Capital**") in respect of Jasper Summerlea Shopping Center Ltd. (the "**Debtor**"); AND UPON having read the Application, Application of KV Capital, dated August 8, 2023, the Affidavit of Colin Brenneis, dated August 8, 2023, and the Bench Brief of KV Capital, dated August 8, 2023, and the Affidavit of Service of Cassy Anderson, filed; AND UPON reading the consent of MNP Ltd. to act as receiver and manager (the "**Receiver**") of the Debtor, filed; AND UPON noting the consent endorsed hereon of the Debtor; AND UPON hearing counsel for KV Capital, counsel for the proposed Receiver, counsel for the Debtor, and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

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

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7, MNP Ltd. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, 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 Debtor;
 - (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 Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (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 Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and

to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor 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 Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operations to the Receiver

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

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

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's

investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is 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 Debtor 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 Debtor 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 Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or

- (b) oral or written agreements or arrangements with the Debtor, 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 Debtor,

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 Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor 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 Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor 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 Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

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

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,200,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems

advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

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

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

34. This Order is issued and shall be filed in Court of King's Bench Action No. 2303 12261. All further proceedings shall be taken in both actions unless otherwise ordered.
35. The Receiver shall establish and maintain a website in respect of these proceedings at <https://mnpdebt.ca/en/corporate/corporate-engagements/jasper-summerlea-shopping-center-ltd> (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
36. 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.

37. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Jasper Summerlea Shopping Center Ltd. appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 15th day of August, 2023, (the "Order") made in action number 2303 12261, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly and not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of ___ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 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

A copy of the Receiver's Information Request dated August 17, 2023



Writer's Direct Line: (780) 705-0073
Writer's Email: kristin.gray@mnp.ca

August 17, 2023

Sent via email to raspc@telusplanet.net

Jasper Summerlea Shopping Center Ltd.
c/o Robert A Speidel Professional Corporation
11442 – 142 Street
Edmonton, AB T5M 1V1

Attention: Robert A Speidel

Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. – Request for Information

MNP Ltd. writes this letter as the Receiver (the "Receiver") of Jasper Summerlea Shopping Center Ltd. (the "Company") pursuant to an Order granted by the Court of King's Bench of Alberta dated August 17, 2023. We understand the Company owns the following property;

- Municipal Address: 17104 – 90 Avenue NW, Edmonton, Alberta (Legal Description: Lot 9, Block 30, Plan 8220508) (the "Property")

In accordance with our capacity as Receiver, we request that the information listed below be prepared and provided to us forthright. We will require additional information as we review this documentation and will advise you of any further requests on an ongoing basis.

INFORMATION REQUESTED:

We will require the following information for the Company (listed in order of Priority):

- 1) Keyholder Information:
 - List of all key holders and their connection to the Property (i.e., owner, contractor, etc.);
 - Contact information for all keyholders;
- 2) Insurance:
 - A copy of any insurance policies (liability, course of construction, property and automobile) for the Company;
 - Contact information for the insurance broker;
 - Payment information – when in insurance coverage paid until?
 - Details on WCB premiums paid or in arrears (if any);



LICENSED INSOLVENCY TRUSTEES
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

3) Bank accounts and financial institutions:

- Bank account information – account number and branch address;
- Copies of bank statements for the period of January 2022 to current;
- Any undeposited or postdated cheques made payable to the Company;
- A list of investment and other asset accounts;

4) Accounts payable / creditor details including:

- Amount owing;
- Contact information for each creditor, including mailing address;
- Please include all unsecured, secured and leasing creditors;

5) Construction and Contractor Information:

- A list of contractors including contact information and copies of any existing, terminated, or expired agreements;
- Copies of any construction completion certificates;
- Copies of any progress, deficiency or cost to complete reports, certificates, and details;
- Copies any city permits and inspection reports;
- Electronic copies of floorplans and drawings;
- Any prior property appraisals or business plans;

6) Utility and Maintenance Information:

- A list of utility providers (electricity, natural gas, waste, water) for the property including account numbers and contact information;
- A copy of the most recent utility bill from each provider;
- Copies of contracts or agreements for ongoing maintenance providers (e.g., HVAC, electrical etc.) and maintenance records, if applicable;

7) Tenant Information

- A copy of the Jollibee lease;
- Contact information for Jollibee;
- Annual expense budget or additional rent summary;
- How is rent paid (i.e., PAD, cheque etc.)?
- Confirmation of any deposits held related to the lease;

8) CRA (Payroll, GST, Corporate Tax):

- CRA business number;
- Does the Company have any employees? If yes, please provide:
 - A list of the active employees and contact information (SIN, email and phone number) over the last year;
 - Detailed payroll records PER pay period for 2023. Please include 2022 and 2023 T4s;
 - A schedule of amounts owing to employees for outstanding wages and vacation pay. If employees are owed amounts, they may be eligible for reimbursement under the Wage Earner Protection Program;
 - A copy of the most recent payroll remittance statement from CRA;

- Copies of FILED GST returns for the period January 1, 2022, to current;
- A list of any GST returns outstanding;
- A copy of the most recent T2 corporate income tax filed;

9) Historical Financial Information:

- A copy of the most recent financial statements prepared by either management or an external accountant for the last fiscal year and month;
- A copy of the general ledger for the most recent 12 months;
- Contact information for external accountant;
- The Company organizational chart showing all related entities and shareholders;

10) Vehicle Information:

- A copy of insurance and registration for all Company owned vehicles (2020 Ford F150, 2021 BMW X5, 2021 Lexus NX300);
- Copies of lease or finance agreements;
- Location of all vehicles and keys;

11) Other Assets:

- Does the Company have any other assets (accounts receivable, deposits held, prepaid expenses)? If yes, please provide details.
- Personal property, equipment, furniture, or chattel listings for the Property (if any).

We will require any and all keys, passcodes or other access information be turned over to the Receiver immediately.

Please contact Steven Barlott at (587) 520-1499 or by email at steven.barlott@mnp.ca to make arrangements to provide the requested information electronically or in a physical format.

Yours truly,

MNP Ltd.

In its capacity as Court-Appointed Receiver of

Jasper Summerlea Shopping Center Ltd.

And not in its personal capacity



Per: Kristin Gray, CPA, CA, CIRP, LIT
Senior Vice President

Appendix C

A copy of the Receivership notification package faxed to CRA –
August 24, 2023



INSOLVENCY & RESTRUCTURING PROFESSIONALS

Attention

Company

Date 2023-08-24

Fax 18336972389

From Isobel Smith

Re BN#:85473 7970 - In the Matter of the Receivership of Jasper

No. of Pages 16

ADDRESS: 10235 101st N.W. Suite 1600
Edmonton AB
T5J3G1

TEL : 7804551155

FAX : 7804095415

Please find enclosed the following documents relating to the above-noted Estate:

- A completed AUT-01 authorizing MNP Ltd. as a representative of Jasper Summerlea Shopping Center Ltd.; and,
- A copy of the Receivership Order granted by the Court of King's Bench of Alberta on August 17, 2023;

We kindly request the closure of the RT0001 account and the RP0001 account as of August 17, 2023, and we request an RT0002 account be opened as of August 18, 2023.

If you can please confirm when the RT0002 account has been opened, it would be greatly appreciated.

Should you have any questions or concerns, please contact us.

Yours truly,

MNP Ltd.

Receiver of Jasper Summerlea Shopping Center Ltd.

Per:

Isobel Smith
ADMINISTRATIVE ASSISTANT

DIRECT 587.520.1615
PH. 780.455.1155
FAX 780.409.5415
TOLL FREE 1.866.465.1155
10235 101 St NW
Suite 1300
Edmonton, AB
T5J 3G1
isobel.smith@mnp.ca
mnpdebt.ca



Member of Praxity, MSM
Global Alliance of Independent Firms

CONFIDENTIAL

THIS MESSAGE IS CONFIDENTIAL AND CONTAINS INFORMATION INTENDED FOR THE ADDRESSEE ONLY. IF THE READER IS NOT THE INTENDED RECIPIENT OR THE AGENT THEREOF, YOU ARE NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FAX IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND RETURN THE ORIGINAL TO OUR OFFICE BY MAIL AT OUR EXPENSE. THANK YOU.

FAX

Step 3 – Level of access

Choose one of the following levels:

 Level 1 – Allow access to information only

We can disclose information about your account to your representative.

 Level 2 – Allow access to information and to make certain account changes

We can disclose information about your account to your representative, and they can request to make certain changes on your account.

Step 4 – Authorization expiry date

If you want this authorization to expire, provide an expiry date.

Expiry date (YYYYMMDD): (optional)**Note:** If there is no expiry date, the authorization will remain until you or someone with signing authority changes or cancels it.**Step 5 – Certification****You must have signing authority** for the accounts identified in Step 1. We may contact you for more information.

Choose the appropriate option:

- I am the:
- taxpayer
 - parent or legal guardian of a taxpayer under the age of 16
 - legal representative (such as the executor, power of attorney, or trustee)
 - owner (such as the sole proprietor, or a partner of a partnership)
 - officer of a non-profit organization
 - corporate director or corporate officer
 - individual with delegated authority for the business account

We will not process this form if your name does not match the one in our records. To avoid processing delays, verify that we have complete and valid information on file for you **before signing this form.**First name
KRISTINLast name
GRAYTelephone number
780-705-0073

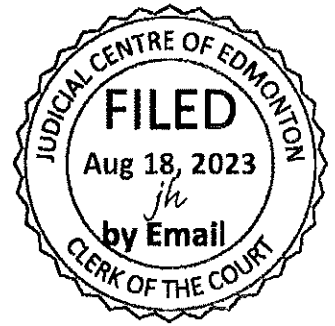
I certify that the information given on this form is correct and complete.

Signature: _____

Date (YYYYMMDD): **Once completed, send this form to your tax centre within six months of the date you signed it or we will not process it.**
For more information, see page 4.

Personal information (including the SIN) is collected and used to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be disclosed to other federal, provincial, territorial, aboriginal or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 005, CRA PPU 015, CRA PPU 047, CRA PPU 063, CRA PPU 094, CRA PPU 140, CRA PPU 165, CRA PPU 178, CRA PPU 218, CRA PPU 223, CRA PPU 224, CRA PPU 231, CRA PPU 232, CRA PPU 233, CRA PPU 234 and CRA PPU 235 on information about Programs and Information Holdings at canada.ca/cra-information-about-programs.

Clerk's stamp:



COURT FILE NUMBER 2303 12261
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE EDMONTON
 PLAINTIFF KV CAPITAL INC.
 DEFENDANTS JASPER SUMMERLEA SHOPPING CENTER LTD. and JUDY CHEN
 DOCUMENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
DLA PIPER (CANADA) LLP
 Suite 2700, Stantec Tower
 10220 – 103rd Avenue NW
 Attn: Jerritt Pawlyk and Kevin Hoy
 Phone: 780.429.6835
 Fax: 780.670.4329
 Email: Jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com
 File No.: 106178-00056

17

DATE ON WHICH ORDER WAS PRONOUNCED: **August 15, 2023**
 LOCATION OF HEARING: **Edmonton Law Courts, Edmonton, Alberta**
 NAME OF JUSTICE WHO GRANTED THIS ORDER: **The Honourable Justice Whitting**

UPON the application of KV Capital Inc. ("KV Capital") in respect of Jasper Summerlea Shopping Center Ltd. (the "Debtor"); AND UPON having read the Application, Application of KV Capital, dated August 8, 2023, the Affidavit of Colin Brenneis, dated August 8, 2023, and the Bench Brief of KV Capital, dated August 8, 2023, and the Affidavit of Service of Cassy Anderson, filed; AND UPON reading the consent of MNP Ltd. to act as receiver and manager (the "Receiver") of the Debtor, filed; AND UPON noting the consent endorsed hereon of the Debtor; AND UPON hearing counsel for KV Capital, counsel for the proposed Receiver, counsel for the Debtor, and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

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

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7, MNP Ltd. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind **whatsoever, and wherever situate, including all proceeds thereof (the "Property")**.

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the **Receiver's ability to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable;**
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, 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 Debtor;
 - (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 Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (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 Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and

to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor 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 Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operations to the Receiver

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the **foregoing, collectively, the "Records"**) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

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

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's

investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the **Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.**

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is 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 Debtor 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 Debtor 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 Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or

- (b) oral or written agreements or arrangements with the Debtor, 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 Debtor,

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 Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor 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 Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor 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 Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
- B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

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

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be **entitled to the benefits of and are hereby granted a charge (the "Receiver's Charge") on the Property, which charge shall not exceed an aggregate amount of \$200,000**, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these **proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all** security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,200,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems

advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and **specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies** borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.**
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. **The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates** out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

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

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court **as evidence. The Receiver's reports shall be** filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

34. **This Order is issued and shall be filed in Court of King's Bench Action No. 2303 12261. All further proceedings shall be taken in both actions unless otherwise ordered.**
35. The Receiver shall establish and maintain a website in respect of these proceedings at <https://mnpdebt.ca/en/corporate/corporate-engagements/jasper-summerlea-shopping-center-ltd> **(the "Receiver's Website") and shall post there as soon as practicable:**
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
36. 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.

37. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., **the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Jasper Summerlea Shopping Center Ltd.** appointed by Order of the **Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court")** dated the 15th day of August, 2023, (the "Order") made in action number **2303 12261**, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly and not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of ___ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ___ day of _____, 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 D

A copy of the Receivership notification package re-faxed to CRA –
October 11, 2023



INSOLVENCY & RESTRUCTURING PROFESSIONALS

Attention

Company

Date 2023-10-11

Fax 18336972389

From Isobel Smith

Re FW: BN#:85473 7970 - In the Matter of the Receivership of Jasper

No. of Pages 16

ADDRESS: 10235 101St N.W. Suite 1600 TEL : 7804551155 FAX : 7804095415
 Edmonton AB
 T5J3G1

Please find enclosed the following documents relating to the above-noted Estate:

- A completed AUT-01 authorizing MNP Ltd. as a representative of Jasper Summerlea Shopping Center Ltd.; and,
- A copy of the Receivership Order granted by the Court of King's Bench of Alberta on August 17, 2023.

We kindly request the closure of the RT0001 account and the RP0001 account as of August 17, 2023, and we request an RT0002 account be opened as of August 18, 2023.

If you can please confirm when the RT0002 account has been opened, it would be greatly appreciated.

Should you have any questions or concerns, please contact us.

Yours truly,

MNP Ltd.
Receiver of Jasper Summerlea Shopping Center Ltd.

Per:

Isobel Smith
ADMINISTRATIVE ASSISTANT

DIRECT 587.520.1615
 PH. 780.455.1155
 FAX 780.409.5415
 TOLL FREE 1.866.465.1155
 10235 101 St NW
 Suite 1300
 Edmonton, AB
 T5J 3G1
isobel.smith@mnp.ca
mnpdebt.ca



CONFIDENTIAL

THIS MESSAGE IS CONFIDENTIAL AND CONTAINS INFORMATION INTENDED FOR THE ADDRESSEE ONLY. IF THE READER IS NOT THE INTENDED RECIPIENT OR THE AGENT THEREOF, YOU ARE NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FAX IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY US IMMEDIATELY AND RETURN THE ORIGINAL TO OUR OFFICE BY MAIL AT OUR EXPENSE. THANK YOU.

FAX

Authorize a Representative for Offline Access

Representatives

Individuals and business owners

For online access to your client's information, do not complete this form. Instead, go to canada.ca/cra-login-services and sign in to Represent a Client.

If you are a Canadian individual or business, you can view, add, or modify an authorized representative online using our online services at canada.ca/cra-login-services.

Use this form to authorize a representative to communicate on your behalf with the Canada Revenue Agency (CRA) using only offline access (by phone, fax, mail, or in person) for several types of accounts. For more information, see *When to use this form* on page 3.

Step 1 – Account information

Use this section to identify all of the accounts you want the representative to access. Provide both the account number and name for each account.

SIN, TTN, or ITN: _____ First name: _____ Last name: _____

Trust account number: _____ Trust name: _____

Non-resident account number: _____ Non-resident account name: _____

If you identified a non-resident account number and have an associated CRA identifier, please provide it here:

Other CRA identifier*: _____ Type of CRA identifier (SIN, TTN, ITN, trust account number, or business number): _____

* Note that providing your other CRA identifier will not provide authorization for that account.

Business number: 8, 5, 4, 7, 3, 7, 9, 7, 0 Business name: JASPER SUMMERLEA SHOPPING CENTER LTD.

If you provided a business number, choose one of the following business options:

- Option 1 – Give access to all my business number program accounts
- Option 2 – Give access to specific business number program accounts

For a list of supported program identifiers, see page 3.

Program identifier (two letters)	All reference numbers	or	A specific reference number (four digits)
_	<input type="checkbox"/>	or	_ _ _
_	<input type="checkbox"/>	or	_ _ _

Step 2 – Representative information

Choose one of the following options and fill in the required information:

- Option 1 – I am authorizing an individual

First name: _____ Last name: _____ Telephone number: _____ Extension: _____

- Option 2 – I am authorizing a firm

Firm name: MNP LTD. Telephone number: 587-520-1615 Extension: _____

Step 3 – Level of access

Choose one of the following levels:

 Level 1 – Allow access to information only

We can disclose information about your account to your representative.

 Level 2 – Allow access to information and to make certain account changes

We can disclose information about your account to your representative, and they can request to make certain changes on your account.

Step 4 – Authorization expiry date

If you want this authorization to expire, provide an expiry date.

Expiry date (YYYYMMDD): (optional)**Note:** If there is no expiry date, the authorization will remain until you or someone with signing authority changes or cancels it.**Step 5 – Certification****You must have signing authority** for the accounts identified in Step 1. We may contact you for more information.

Choose the appropriate option:

- I am the:
- taxpayer
 - parent or legal guardian of a taxpayer under the age of 16
 - legal representative (such as the executor, power of attorney, or trustee)
 - owner (such as the sole proprietor, or a partner of a partnership)
 - officer of a non-profit organization
 - corporate director or corporate officer
 - individual with delegated authority for the business account

We will not process this form if your name does not match the one in our records. To avoid processing delays, verify that we have complete and valid information on file for you **before** signing this form.First name
KRISTINLast name
GRAYTelephone number
780-705-0073

I certify that the information given on this form is correct and complete.

Signature: _____

Date (YYYYMMDD):

Once completed, send this form to your tax centre within six months of the date you signed it or we will not process it. For more information, see page 4.

Personal information (including the SIN) is collected and used to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be disclosed to other federal, provincial, territorial, aboriginal or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 005, CRA PPU 015, CRA PPU 047, CRA PPU 063, CRA PPU 094, CRA PPU 140, CRA PPU 165, CRA PPU 178, CRA PPU 218, CRA PPU 223, CRA PPU 224, CRA PPU 231, CRA PPU 232, CRA PPU 233, CRA PPU 234 and CRA PPU 235 on Information about Programs and Information Holdings at canada.ca/cra-information-about-programs.

Clerk's stamp:



COURT FILE NUMBER 2303 12261

COURT **COURT OF KING'S BENCH OF ALBERTA**

JUDICIAL CENTRE EDMONTON

PLAINTIFF KV CAPITAL INC.

DEFENDANTS JASPER SUMMERLEA SHOPPING CENTER LTD. and JUDY CHEN

DOCUMENT **RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DLA PIPER (CANADA) LLP
 Suite 2700, Stantec Tower
 10220 – 103rd Avenue NW
 Attn: Jerritt Pawlyk and Kevin Hoy
 Phone: 780.429.6835
 Fax: 780.670.4329
 Email: Jerritt.pawlyk@dlapiper.com /
kevin.hoy@dlapiper.com
 File No.: 106178-00056

WJW

17

DATE ON WHICH ORDER WAS PRONOUNCED: **August 15, 2023**

LOCATION OF HEARING: **Edmonton Law Courts, Edmonton, Alberta**

NAME OF JUSTICE WHO GRANTED THIS ORDER: **The Honourable Justice Whitling**

UPON the application of KV Capital Inc. ("KV Capital") in respect of Jasper Summerlea Shopping Center Ltd. (the "Debtor"); AND UPON having read the Application, Application of KV Capital, dated August 8, 2023, the Affidavit of Colin Brenneis, dated August 8, 2023, and the Bench Brief of KV Capital, dated August 8, 2023, and the Affidavit of Service of Cassy Anderson, filed; AND UPON reading the consent of MNP Ltd. to act as receiver and manager (the "Receiver") of the Debtor, filed; AND UPON noting the consent endorsed hereon of the Debtor; AND UPON hearing counsel for KV Capital, counsel for the proposed Receiver, counsel for the Debtor, and any other counsel or other interested parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

Service

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

Appointment

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the "**BIA**"), and sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7, MNP Ltd. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind **whatsoever, and wherever situate, including all proceeds thereof (the "Property")**.

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the **Receiver's ability to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immoveable;**
 - (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 Debtor, 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 Debtor;
 - (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 Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;

- (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 Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (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 Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and

to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor 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 Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-operations to the Receiver

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its 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 Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the **foregoing, collectively, the "Records"**) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

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

No Proceedings Against the Debtor or the Property

8. No Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced **before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's**

investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the **Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.**

No Exercise of Rights of Remedies

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is 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 Debtor 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 Debtor 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 Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

Continuation of Services

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or

- (b) oral or written agreements or arrangements with the Debtor, 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 Debtor,

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 Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor 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 Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor 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 Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitations on Environmental Liabilities

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- i. before the Receiver's appointment; or
 - ii. after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- i. if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause ii below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - ii. during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- iii. if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Limitation on the Receiver's Liability

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

Receiver's Accounts

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$200,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Funding of the Receivership

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,200,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems

advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and **specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies** borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.**
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. **The Receiver shall be authorized to repay any amounts borrowed by way of Receiver's Certificates** out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

Allocation

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

General

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court **as evidence. The Receiver's reports shall be** filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Filing

34. **This Order is issued and shall be filed in Court of King's Bench Action No. 2303 12261. All further proceedings shall be taken in both actions unless otherwise ordered.**
35. The Receiver shall establish and maintain a website in respect of these proceedings at <https://mnpdebt.ca/en/corporate/corporate-engagements/jasper-summerlea-shopping-center-ltd> **(the "Receiver's Website") and shall post there as soon as practicable:**
 - (a) all materials prescribed by statute or regulation to be made publicly available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
36. 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.

37. 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"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., **the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Jasper Summerlea Shopping Center Ltd. appointed by Order of the Court of King's Bench of Alberta and Court of King's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the 15th day of August, 2023, (the "Order") made in action number 2303 12261, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ that the Receiver is authorized to borrow under and pursuant to the Order.**
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly and not in advance on the 1st day of each month after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 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 E

A copy of the corporate search for
Jasper Summerlea Shopping Center Ltd.

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

Date of Search: 2023/08/08
 Time of Search: 09:45 AM
 Search provided by: MNP LTD.
 Service Request Number: 40257390
 Customer Reference Number: Potential File

Corporate Access Number: 2011480809
 Business Number: 854737970
 Legal Entity Name: JASPER SUMMERLEA SHOPPING CENTER LTD.

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 2005/01/18 YYYY/MM/DD
 Date of Last Status Change: 2018/08/30 YYYY/MM/DD

Revival/Restoration Date: 2018/08/30 YYYY/MM/DD

Registered Office:

Street: 11442 - 142 STREET
 City: EDMONTON
 Province: ALBERTA
 Postal Code: T5M1V1

Records Address:

Street: 11442 - 142 STREET
 City: EDMONTON
 Province: ALBERTA
 Postal Code: T5M1V1

Email Address: RASPC@TELUSPLANET.NET

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SPEIDEL	ROBERT	A.	ROBERT A SPEIDEL PROFESSIONAL CORPORATION	11442 - 142 STREET	EDMONTON	ALBERTA	T5M1V1	RASPC@TELUSPLANET.NET

Directors:

Last Name: CHEN
 First Name: JUDY
 Street/Box Number: 11026 128 ST NW
 City: EDMONTON
 Province: ALBERTA
 Postal Code: T5M0W6

Voting Shareholders:

Last Name: CHEN
 First Name: JUDY

Street: 11026 128 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5M0W6
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: AS PER ATTACHED SCHEDULE "A".
Share Transfers Restrictions: AS PER ATTACHED SCHEDULE "B".
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: N/A.
Business Restricted From: N/A.
Other Provisions: AS PER ATTACHED SCHEDULE "C".

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
JS SHOPPING CENTER	TN11497765
TRENDI PLACE	TN21905898

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2023	2022/12/14

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2005/01/18	Incorporate Alberta Corporation
2018/03/02	Status Changed to Start for Failure to File Annual Returns
2018/07/02	Status Changed to Struck for Failure to File Annual Returns
2018/08/30	Initiate Revival of Alberta Corporation
2018/08/30	Complete Revival of Alberta Corporation
2020/02/18	Update BN
2021/02/17	Change Address
2022/12/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2005/01/18
Restrictions on Share Transfers	ELECTRONIC	2005/01/18
Other Rules or Provisions	ELECTRONIC	2005/01/18

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



Appendix F

A copy of the Certificate of Title dated December 29, 2023

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 222 137 688

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		BOX 78064, 6655-178 STREET NW EDMONTON ALBERTA T5T6A1 ORIGINAL PRINCIPAL AMOUNT: \$250,000
222 174 031	09/08/2022	MORTGAGE MORTGAGEE - 924825 ALBERTA LTD. BOX 78064, 6655-178 STREET NW EDMONTON ALBERTA T5T6A1 ORIGINAL PRINCIPAL AMOUNT: \$1,800,000
222 174 033	09/08/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 924825 ALBERTA LTD. BOX 78064, 6655-178 STREET NW EDMONTON ALBERTA T5T6A1 AGENT - ROBERT SPEIDEL

TOTAL INSTRUMENTS: 004

 PENDING REGISTRATION QUEUE

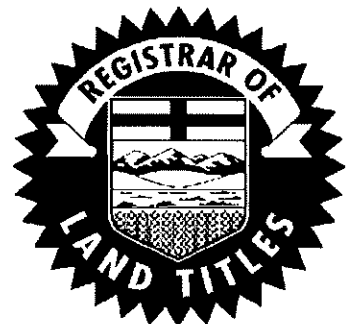
DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E00EBCG	08/12/2023	ROBERT A SPEIDEL PROFESSIONAL CORPORATION 780-491-0000 CUSTOMER FILE NUMBER: JUDY HOUSE	
001		TRANSFER OF LAND	RN60;9;6

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 29 DAY OF DECEMBER, 2023 AT 08:58 A.M.

ORDER NUMBER: 49222417

CUSTOMER FILE NUMBER: 839-64



END OF CERTIFICATE

(CONTINUED)

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

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

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

Appendix G

A copy of the correspondence to Chen's counsel dated December 21, 2023



December 21, 2023

Robert A. Speidel Professional Corporation
11442 142 Street NW
Edmonton, AB T5M 1V1

STEVEN A ROHATYN
DIRECT DIAL: 780.423.8177
DIRECT FAX: 780.423.2870
EMAIL: srohatyn@parlee.com
OUR FILE #: 839-64/SRO

Via Email
(raspc@telusplanet.net)

Attention: Robert A. Speidel

Dear Sir:

Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd.

As you are aware, our office acts for MNP Ltd., in its capacity as the Court-appointed Receiver in this matter. Pursuant to the Receivership Order granted on August 17, 2023, the Receiver's appointment extends to all of Jasper Summerlea's assets, undertakings, and properties of every nature and kind whatsoever. The Receiver is empowered thereby to take possession of and exercise control over that property and all proceeds thereof, and to receive and collect all monies owing to Jasper Summerlea.

Immediately following the granting of the Receivership Order, the Receiver wrote to your office to request various information and property from your client. Any undeposited cheques made payable to Jasper Summerlea was amongst those items. On August 21, you responded that your client would be able to provide the requested information the following morning.

GST refunds payable to Jasper Summerlea by the CRA form a part of its property. The Receiver has accordingly engaged with the CRA to determine the extent of any refunds payable to the corporation. This morning, the Receiver was advised by the CRA that, on August 23, a cheque representing GST refunds totalling \$587,667.21 was made payable to Jasper Summerlea and mailed to Ms. Chen's residential address.

Ms. Chen failed to deliver the cheque to the Receiver despite her prior knowledge of the Receivership Order and the Receiver's request for information. The Receiver is informed that the cheque was instead negotiated for deposit. It is at this early stage unclear to whose account the deposit was made, but what is clear is that it was not deposited into any account known by the Receiver to be held by Jasper Summerlea. We can therefore only surmise that the cheque was either deposited into a Jasper Summerlea account, the existence of which has not been disclosed to the Receiver, or that it was endorsed for deposit into the account of Ms. Chen or a third party.

On behalf of Jasper Summerlea, the Receiver accordingly hereby demands that Ms. Chen forthwith:

- a. Provide full account particulars, if the cheque was deposited into an account held by Jasper Summerlea, but as yet undisclosed to the Receiver;
- b. If the cheque was endorsed to a third party, disclose the identity of that third party; or
- c. Pay the sum of \$587,667.21, plus any interest or profits earned thereon, if the cheque was endorsed to herself.

Should Ms. Chen fail or refuse to fully comply with this demand by the close of business on December 27, the Receiver will have no option but to report this matter to the Court and commence legal proceedings on Jasper Summerlea's behalf towards the recovery of the funds.

Yours truly,

PARLEE McLAWS LLP

A handwritten signature in black ink, appearing to be 'S. Rohatyn', written over the printed name below.

STEVEN A. ROHATYN

cc. *client, via email*

Appendix H

A copy of the cancelled Refund Cheque

Image de chèque

N° de la demande :	-1	Desc. demande :	
N° de transit - IF :	00000-117	NFC:	0844291522211
N° séquentiel :	22044397	Montant :	587 667,21 \$ CA
Date :	28/08/2023		

	Government of Canada	Gouvernement du Canada	Canada	0844-29152221-1
Goods and Services Tax / Harmonized Sales Tax		Taxes sur les produits et services / Taxe de vente harmonisée		DATE 2023 08 23
To/A: JASPER SUMMERLEA SHOPPING CENTER LTD. 78 SHOPPING CENTER				VIA MM DU
Pay/Payer: FIVE HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED SIXTY SEVEN AND 21/100 DOLLARS				\$**587667.21
CINC CENT QUATRE VINGT SEPT MILLE SIX CENT SOIXANTE SEPT ET 21/100 DOLLARS				Receiver General for Canada / Le receveur général du Canada
				Deputy Receiver General for Canada / Le sous-receveur général du Canada
⑆00000⑆ 1171 0844 2915 2221 1⑈				

Virtual Enforcement DSPACC: 1005701 DSPTR: 01599-003 CSID: 42324045658507015 TXNID: 1 SCANSES: 194,425,918 ITMSEQ: 2 CHANID: 003 APPCD: S900 TRANSFER ON 0000 DSPCUR: CAD TEFDT: 28/08/23 OPID: 577045511	THIS IS WATERMARKED PAPER HOLD UP TO LIGHT TO VERIFY.	CE PAPIER EST FILIGRANE TENEZ DEVANT UNE SOURCE LUMINEUSE POUR VÉRIFIER.	0844-29152221-1 Government of Canada It is recommended that this cheque be endorsed at the time of negotiation only. Cash this cheque (if under \$1750) for free at a bank in Canada. Provide acceptable ID. No account is needed. For information call 1-800-O-Canada (1-800-622-6232) TTY: 1-800-926-9105	0505-62205487 Gouvernement du Canada Il est recommandé de l'endosser ce chèque qu'au moment de son encaissement. Encaissez ce chèque (si sa valeur est inférieure à 1 750 \$) sans frais à une banque au Canada. Présentez des pièces d'identité acceptables. Vous n'avez pas à être titulaire d'un compte auprès de l'institution. Pour obtenir de l'information, composez le 1 800 O-Canada (1-800-622-6232) ou le 1-800-926-9105 (téléimprimeur).
Endorsement - Signature or Stamp / Endossement - Signature ou timbre				
Address / Adresse				
BACK / VERSO				
Receiver General Calgary, PC 20230828 23241044397 01599 1005701				

Appendix I

Copies of RBC Statements to December 14, 2023



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

R8BDA30000_6995189 E D 01599 00508
JASPER SUMMERLEA SHOPPING CENT ER LTD.
9424 102A AVE NW
EDMONTON AB T5H 4L7

August 28, 2023 to September 14, 2023

Account number: 01599 100-570-1

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

RBC Digital Choice Business™ account package

Royal Bank of Canada
16909 103A AVE NW, EDMONTON, AB T5P 4Y5

Opening balance on August 28, 2023	\$0.00
Total deposits & credits (2)	+ 588,192.21
Total cheques & debits (5)	- 542,011.00
Closing balance on September 14, 2023	= \$46,181.21

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			0.00
28 Aug	Deposit		587,667.21	587,667.21
30 Aug	Deposit		525.00	588,192.21
01 Sep	Online transfer sent - 6523 JUDY PING CHEN	2,000.00		586,192.21
	Monthly fee	6.00		
	Regular transaction fee 2 Crs @ 2.50	5.00		586,181.21
05 Sep	Cash withdrawal	500,000.00		86,181.21
07 Sep	Cash withdrawal	40,000.00		46,181.21
	Closing balance			46,181.21

Account Fees: \$11.00



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

RBBDA30000_7574584 E D 01599 00035
JASPER SUMMERLEA SHOPPING CENT ER LTD.
9424 102A AVE NW
EDMONTON AB T5H 4L7

September 14, 2023 to October 13, 2023

Account number: 01599 100-570-1

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

RBC Digital Choice Business™ account package

Royal Bank of Canada
16909 103A AVE NW, EDMONTON, AB T5P 4Y5

Opening balance on September 14, 2023	\$46,181.21
Total deposits & credits (2)	+ 19,519.62
Total cheques & debits (4)	- 9,879.50
Closing balance on October 13, 2023	= \$55,821.33

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			46,181.21
20 Sep	Deposit		18,994.62	65,175.83
22 Sep	Cash withdrawal	6,861.00		58,314.83
27 Sep	Deposit		525.00	58,839.83
03 Oct	Monthly fee	6.00		
	Regular transaction fee 3 Drs @ 2.50 2 Crs @ 2.50	12.50		58,821.33
06 Oct	Cash withdrawal	3,000.00		55,821.33
	Closing balance			55,821.33

Account Fees: \$18.50



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

RBBDA30000_1463066 E D 01599 00559
JASPER SUMMERLEA SHOPPING CENT ER LTD.
9424 102A AVE NW
EDMONTON AB T5H 4L7

October 13, 2023 to November 14, 2023

Account number: 01599 100-570-1

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

RBC Digital Choice Business™ account package

Royal Bank of Canada
16909 103A AVE NW, EDMONTON, AB T5P 4Y5

Opening balance on October 13, 2023	\$55,821.33
Total deposits & credits (1)	+ 1,800.00
Total cheques & debits (65)	- 13,622.91
Closing balance on November 14, 2023	= \$43,998.42

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			55,821.33
25 Oct	Interac purchase - 1648 T&T SUPERMARKET	46.58		
	Contactless Interac purchase - 0692 MCDONALD'S #100	2.09		55,772.66
26 Oct	Contactless Interac purchase - 0966 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 9220 DOMO GAS # 113	100.00		55,670.57
27 Oct	ATM withdrawal - ED597454	500.00		
	Contactless Interac purchase - 5675 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 2552 MCDONALD'S #100	5.02		
	Contactless Interac purchase - 0237 T&T SUPERMARKET	25.73		

Business Account Statement



October 13, 2023 to November 14, 2023
Account number: 01599 100-570-1

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
27 Oct	Contactless Interac purchase - 8899 T&T SUPERMARKET	31.81		55,105.92
30 Oct	Contactless Interac purchase - 2770 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 8128 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 6142 MCDONALD'S #100	5.02		
	Contactless Interac purchase - 9995 MCDONALD'S #119	5.02		
	Contactless Interac purchase - 7557 DOLLARAMA #1215	13.91		
	Contactless Interac purchase - 1399 T&T SUPERMARKET	66.25		
	Contactless Interac purchase - 4960 T&T SUPERMARKET	84.05		54,927.49
31 Oct	Contactless Interac purchase - 4842 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 2568 FRESHCO #8971	4.69		54,920.71
01 Nov	Contactless Interac purchase - 0949 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 2416 MCDONALD'S #751	2.09		
	Contactless Interac purchase - 9262 MCDONALD'S #119	2.40		
	Contactless Interac purchase - 7902 T&T SUPERMARKET	54.05		54,860.08
	Monthly fee	6.00		
	Regular transaction fee 1 Dr @ 2.50	2.50		54,851.58
02 Nov	Contactless Interac purchase - 2112 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 7528 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 5259 MCDONALD'S #250	8.36		
	Contactless Interac purchase - 5572 MCDONALD'S #119	9.01		
	Cash withdrawal	10,009.95		44,820.08
03 Nov	Contactless Interac purchase - 1538 MCDONALD'S #100	2.09		



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

October 13, 2023 to November 14, 2023
Account number: 01599 100-570-1

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
03 Nov	Contactless Interac purchase - 7551 MCDONALD'S #119	2.09		44,815.90
06 Nov	Interac purchase - 9322 MCDONALD'S #100	4.18		
	Interac purchase - 4348 T&T SUPERMARKET	18.56		
	Interac purchase - 3964 LA BEAUTE DAY S	747.39		
	Contactless Interac purchase - 6454 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 7741 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 6010 MCDONALD'S #751	5.02		
	Contactless Interac purchase - 4116 MCDONALD'S #400	6.21		
	Contactless Interac purchase - 4628 MCDONALD'S #751	8.36		44,022.00
07 Nov	Contactless Interac purchase - 4009 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 9359 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 0910 T&T SUPERMARKET	16.26		
	Cash withdrawal	1,609.95		42,391.61
08 Nov	Contactless Interac purchase - 4637 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 1163 MCDONALD'S #250	8.36		
	Contactless Interac purchase - 5402 T&T SUPERMARKET	20.23		42,360.93
09 Nov	ATM deposit - ED598414		1,800.00	44,160.93
	Contactless Interac purchase - 0955 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 9581 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 7888 MCDONALD'S #100	2.93		
	Contactless Interac purchase - 7885 T&T SUPERMARKET	11.53		
	Contactless Interac purchase - 7409 T&T SUPERMARKET	19.34		44,122.95
10 Nov	Contactless Interac purchase - 8289 MCDONALD'S #400	1.98		

Business Account Statement



October 13, 2023 to November 14, 2023
Account number: 01599 100-570-1

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
10 Nov	Contactless Interac purchase - 5837 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 8056 MCDONALD'S #400	4.14		44,114.74
14 Nov	Contactless Interac purchase - 1100 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 1764 MCDONALD'S #250	2.09		
	Contactless Interac purchase - 1934 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 2966 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 3739 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 5281 MCDONALD'S #119	2.09		
	Contactless Interac purchase - 9628 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 5834 MCDONALD'S #100	4.18		
	Contactless Interac purchase - 9145 MCDONALD'S #100	6.29		
	Contactless Interac purchase - 2055 T&T SUPERMARKET	28.64		
	Contactless Interac purchase - 1997 JOLLIBEE-EDMONT	62.58		43,998.42
	Closing balance			43,998.42
Account Fees: \$8.50				



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

RBBDA30000_2082679 E D 01599 00592
JASPER SUMMERLEA SHOPPING CENT ER LTD.
9424 102A AVE NW
EDMONTON AB T5H 4L7

November 14, 2023 to December 14, 2023

Account number: 01599 100-570-1

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal®2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

RBC Digital Choice Business™ account package

Royal Bank of Canada
16909 103A AVE NW, EDMONTON, AB T5P 4Y5

Opening balance on November 14, 2023	\$43,998.42
Total deposits & credits (0)	+ 0.00
Total cheques & debits (68)	- 18,255.41
Closing balance on December 14, 2023	= \$25,743.01

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			43,998.42
15 Nov	Contactless Interac purchase - 3152 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 3526 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 5087 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 9818 MCDONALD'S #100	4.18		43,987.97
16 Nov	Contactless Interac purchase - 0698 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 0952 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 7462 MCDONALD'S #100	2.09		

Business Account Statement

November 14, 2023 to December 14, 2023
Account number: 01599 100-570-1



Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
16 Nov	Contactless Interac purchase - 6615 MCDONALD'S #100	9.53		
	Contactless Interac purchase - 1082 T&T SUPERMARKET	11.39		
	Contactless Interac purchase - 0034 T&T SUPERMARKET	57.86		43,902.92
17 Nov	Interac purchase - 4613 MCDONALD'S #100	3.34		
	Contactless Interac purchase - 1129 MCDONALD'S #100	2.09		43,897.49
20 Nov	Interac purchase - 7876 YANG MING BUFFE	113.43		
	Contactless Interac purchase - 0131 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 2016 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 3305 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 9917 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 8717 MCDONALD'S #100	2.93		
	Contactless Interac purchase - 5695 MCDONALD'S #100	4.01		
	Contactless Interac purchase - 1783 MCDONALD'S #100	4.18		
	Contactless Interac purchase - 5167 MCDONALD'S #100	4.18		
	Contactless Interac purchase - 5204 MCDONALD'S #100	4.18		
	Contactless Interac purchase - 7873 MCDONALD'S #100	4.37		
	Contactless Interac purchase - 4530 MCDONALD'S #751	5.02		
	Contactless Interac purchase - 9205 MCDONALD'S #100	5.03		
	Contactless Interac purchase - 8189 CHEF TONY	162.76		43,579.04
21 Nov	Contactless Interac purchase - 6721 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 8561 T&T SUPERMARKET	15.09		43,561.86
22 Nov	Contactless Interac purchase - 5565 MCDONALD'S #100	2.09		



ROYAL BANK OF CANADA
P.O. BAG SERVICE 2650
CALGARY AB T2P 2M7

Business Account Statement

November 14, 2023 to December 14, 2023

Account number: 01599 100-570-1

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
22 Nov	Contactless Interac purchase - 6373 MCDONALD'S #100	4.18		43,555.59
23 Nov	Contactless Interac purchase - 9542 MCDONALD'S #100	2.09		43,553.50
24 Nov	Contactless Interac purchase - 8362 MCDONALD'S #100	2.09		43,551.41
27 Nov	Interac purchase - 2179 ICHIBAN JAPANES	107.02		
	Contactless Interac purchase - 8341 MCDONALD'S #100	2.09		
	Cash withdrawal	3,000.00		40,442.30
01 Dec	Monthly fee	6.00		
	Regular transaction fee 3 Drs @ 2.50	7.50		40,428.80
04 Dec	Contactless Interac purchase - 1833 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 9621 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 3073 T&T SUPERMARKET	8.38		
	Contactless Interac purchase - 4663 T&T SUPERMARKET	10.87		
	Contactless Interac purchase - 3102 A & W #1720	11.64		40,393.73
05 Dec	Contactless Interac purchase - 8173 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 6709 MCDONALD'S #180	3.34		
	Contactless Interac purchase - 9992 A & W #1720	10.79		40,377.51
06 Dec	Contactless Interac purchase - 6208 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 7223 MCDONALD'S #100	3.34		
	Contactless Interac purchase - 5736 T&T SUPERMARKET	15.55		
	Contactless Interac purchase - 2302 DOMO GAS #113	100.00		40,256.53
07 Dec	Contactless Interac purchase - 9362 MCDONALD'S #100	7.22		40,249.31
08 Dec	Contactless Interac purchase - 9152 MCDONALD'S #100	7.14		
	Contactless Interac purchase - 6806 MCDONALD'S #100	12.75		

Business Account Statement



November 14, 2023 to December 14, 2023
Account number: 01599 100-570-1

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
08 Dec	Contactless Interac purchase - 1058 T&T SUPERMARKET	14.88		
	Cash withdrawal	13,773.95		26,440.59
11 Dec	ATM withdrawal - ED583856	500.00		
	Contactless Interac purchase - 0797 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 1195 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 3086 MCDONALD'S #119	2.09		
	Contactless Interac purchase - 3378 MCDONALD'S #100	2.09		
	Contactless Interac purchase - 2132 MCDONALD'S #100	6.45		
	Contactless Interac purchase - 4608 MCDONALD'S #100	12.75		
	Contactless Interac purchase - 5404 T&T SUPERMARKET	15.25		
	Contactless Interac purchase - 4306 T&T SUPERMARKET	49.95		25,847.83
12 Dec	Contactless Interac purchase - 2156 T&T SUPERMARKET	74.19		25,773.64
13 Dec	Contactless Interac purchase - 3623 MCDONALD'S #100	2.09		25,771.55
14 Dec	Contactless Interac purchase - 7700 MCDONALD'S #100	4.18		
	Contactless Interac purchase - 0855 MCDONALD'S #751	7.71		
	Contactless Interac purchase - 3937 T&T SUPERMARKET	16.65		25,743.01
	Closing balance			25,743.01

Account Fees: \$13.50

Appendix J

A copy of the MCA

Master Client Agreement for Business Clients Signature Card



Business Legal Name

JASPER SUMMERLEA SHOPPING CENTER LTD.



RBC Client Number

396505356

This Signature Card forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified in section C below. The Agreement consists of this Signature Card, the Legal Terms and Conditions, and all other Documents that may become part of this Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this Signature Card have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

Section A - Incumbency Certificate

Each Person identified on this Signature Card has the power and authority to exercise certain rights on behalf of the Customer in connection with the Agreement and all Services, including to incur liabilities, assume obligations, and otherwise conduct business on behalf of the Customer, and to delegate power and authority on behalf of the Customer in accordance with the Agreement.

The Customer confirms, in accordance with the Customer's representations, warranties, covenants, and agreements contained in the Legal Terms and Conditions, all necessary actions have been taken in connection with these authorizations.

The Customer acknowledges, by way of each Person signing below, receipt of the Agreement, and confirms all information provided to Royal Bank, including regarding the Customer's ownership, control, and structure, is true, complete, and accurate in all respects.


This Signature Card constitutes part of the Customer's official corporate or business records.

A.1 Signing Authorities

Each Person identified in this section is a signing authority for the Customer and is authorized, acting alone, to exercise and delegate all rights, powers, and authorities on behalf of the Customer with respect to all matters and dealings with Royal Bank, including to amend this Signature Card and otherwise legally bind the Customer and provide instructions on behalf of the Customer, except to the extent of any special instructions provided on this Signature Card below.

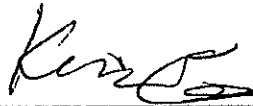
For authorized individuals:

Authorized Signature



Authorized Signer: JUDY PING CHEN
 Title: Owner, Signing Officer, Director
 Special Instructions: Yes

Authorized Signature



Authorized Signer: KIN MIN LEE
 Title: Signing Officer
 Special Instructions: Yes



60004 (202305)

5f78dce5a3dc4afea92977234eeebcff
60004,396505356,01599,

RBC*2*60004*202305*0000*1*396505356*1A*5f78dce5a3dc4afea92977234eeebcff*01599**1*3*

[Back to top](#)

Special Instructions Relating to Signing Authorities

Were special instructions provided? Yes

Instructions for the withdrawal of funds from accounts by way of cheque, wire payment instruction, pre-authorized debit authorization, or other order for the payment of money from accounts

Judy Chen and Kin Lee both required sign on Cheques.

Agreements for accounts or cash management products or services

Judy Chen and Kin Lee both required to sign cheques.

Agreements for borrowing money or otherwise obtaining credit (including credit cards), granting security, and/or providing guarantees

No Special Instructions

Requests for draws, drawdowns, or advances under any agreements relating to borrowing money or otherwise obtaining credit

No Special Instructions

A.2 RBC Commercial Credit Cards - Program Administrators

Does the client have a Commercial Credit Card account? No

Section B - Trade Name

The Customer is the owner of each trade name below, and has the rights, powers, and authorities necessary to use each trade name below in connection with the Services.

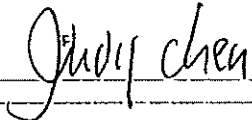
Trade Name (Operating As):

N/A


Section C - Effect

This Signature Card is effective as of 26 August 2023 and supersedes and replaces any previous version signed by the Customer.

JASPER SUMMERLEA SHOPPING CENTER LTD.



Authorized Signer: JUDY PING CHEN
Title: Owner, Signing Officer, Director



Authorized Signer: KIN MIN LEE
Title: Signing Officer



60004 (202305)

5f78dce5a3dc4afea92977234eeebcff
60004,396505356,01599,

RBC*2*60004*202305*0000*1*396505356*1A*5f78dce5a3dc4afea92977234eeebcff*01599**2*3*

[Back to top](#)

Section D - Amendment

This Signature Card is amended as of _____, and supersedes and replaces any previous version signed by the Customer.



Authorized Signer:
Title:



Authorized Signer:
Title:



Authorized Signer:
Title:

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60004 (202305)

5f78dce5a3dc4afea92977234eeebcff
60004,396505356,01599,

RRR-2-60004-202305-b000-1-396505356-1A-5f78dce5a3dc4afea92977234eeebcff-01599-3-3

[Back to top](#)

Master Client Agreement for Business Clients Authorization



Business Legal Name

JASPER SUMMERLEA SHOPPING CENTER LTD.

RBC Client No.

396505356

This forms part of the Master Client Agreement for Business Clients between Royal Bank and the Customer identified below. The Agreement consists of this form, the Legal Terms and Conditions, and all other Documents that may become part of the Agreement in accordance with the Legal Terms and Conditions. All capitalized terms not defined in this form have the meanings given in the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply to this form.

If more than one Person is signing below, each Person signing below confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer.

If only one Person is signing below, such Person confirms having the power and authority to sign the Agreement on behalf of the Customer and to legally bind the Customer, in either case, acting alone.

The Customer acknowledges, by way of each Person signing below, receipt of the Agreement, and confirms all information provided to Royal Bank, including regarding the Customer's ownership, control, and structure, is true, complete, and accurate in all respects.

The Customer certifies, by way of each Person signing below, that the tax residency information given is correct and complete. The Customer will give Royal Bank of Canada updated information within 30 days of any change in circumstances that causes any information given to become incomplete or inaccurate.

By signing below, the Customer is bound by the Agreement as of 26 August 2023.

JASPER SUMMERLEA SHOPPING CENTER LTD.

Authorized Signer: JUDY PING CHEN
Title: Owner, Signing Officer, Director

Authorized Signer: KIN MIN LEE
Title: Signing Officer



Appendix K

A copy of the COVR

Customer Onboarding Verification Report (COVR)

Transaction ID: 11817354

Page: 1 of 2

Request Date: 2023-08-26 02:11:13

Report Date: 2023-08-26 02:11:31

Customer Entity Information	
Item	Reported Results
Business Legal Name:	JASPER SUMMERLEA SHOPPING CENTER LTD.
Registration / Incorporation Number:	2011480809
CRA Business Number:	NOT PROVIDED
Jurisdiction:	ALBERTA
Registration / Incorporation Date: (YYYY-MM-DD)	2005-01-18
Type:	CORPORATION
Registry Type:	NAMED ALBERTA CORPORATION
Entity Status:	ACTIVE
Mailing Address:	NOT PROVIDED
Registered Office Address:	11442 - 142 STREET EDMONTON, ALBERTA T5M1V1
Newly Registered / Incorporated: (within one year)	NO

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The Customer Onboarding Verification Report (COVR) is a summary of data fields extracted from the applicable public registry source(s). Available data fields are subject to limitations and qualifications stated and advised by the applicable registry in accordance with government statutes. Reference to government-produced documents should be made before any action is taken. Neither ESC Corporate Services Ltd., nor its Subcontractors, makes any representation or warranty, expressed or implied, with respect to the accuracy of the particulars set out herein.

Customer Onboarding Verification Report (COVR)

Transaction ID: 11817354

Page: 2 of 2

Request Date: 2023-08-26 02:11:13

Report Date: 2023-08-26 02:11:31

Trade Name Information	
Name	Number
JS SHOPPING CENTER	TN11497765
TRENDI PLACE	TN21905898

Officers		
Name	Position	Address
NOT PROVIDED	NOT PROVIDED	NOT PROVIDED

Directors		
Name	Position	Address
JUDY CHEN	DIRECTOR	11026 128 ST NW EDMONTON, ALBERTA T5M0W6

Shareholder Information	
Name	Additional Information
JUDY CHEN	11026 128 ST NW EDMONTON, ALBERTA T5M0W6 PERCENT OF VOTING SHARES: 100

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

Date of Search: 2023/08/26
 Time of Search: 12:11 PM
 Service Request Number: 40368362
 Customer Reference Number: 04779073-11817354

Corporate Access Number: 2011480809
 Business Number: 854737970
 Legal Entity Name: JASPER SUMMERLEA SHOPPING CENTER LTD.

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 2005/01/18 YYYY/MM/DD
 Date of Last Status Change: 2018/08/30 YYYY/MM/DD

Revival/Restoration Date: 2018/08/30 YYYY/MM/DD

Registered Office:
 Street: 11442 - 142 STREET
 City: EDMONTON
 Province: ALBERTA
 Postal Code: T5M1V1

Records Address:
 Street: 11442 - 142 STREET
 City: EDMONTON
 Province: ALBERTA
 Postal Code: T5M1V1

Email Address: RASPC@TELUSPLANET.NET

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SPEIDEL	ROBERT	A.	ROBERT A SPEIDEL PROFESSIONAL CORPORATION	11442 - 142 STREET	EDMONTON	ALBERTA	T5M1V1	RASPC@TELUSPLANET.NET

Directors:

Last Name: CHEN
 First Name: JUDY
 Street/Box Number: 11026 128 ST NW
 City: EDMONTON
 Province: ALBERTA
 Postal Code: T5M0W6

Voting Shareholders:

Last Name: CHEN
First Name: JUDY
Street: 11026 128 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5M0W6
Percent Of Voting Shares: 100

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments**

Share Structure: AS PER ATTACHED SCHEDULE "A".
Share Transfers Restrictions: AS PER ATTACHED SCHEDULE "B".
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: N/A.
Business Restricted From: N/A.
Other Provisions: AS PER ATTACHED SCHEDULE "C".

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
JS SHOPPING CENTER	TN11497765
TRENDI PLACE	TN21905898

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2022/12/14

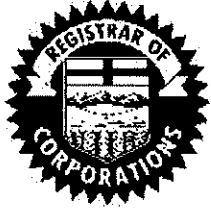
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2005/01/18	Incorporate Alberta Corporation
2018/03/02	Status Changed to Start for Failure to File Annual Returns
2018/07/02	Status Changed to Struck for Failure to File Annual Returns
2018/08/30	Initiate Revival of Alberta Corporation
2018/08/30	Complete Revival of Alberta Corporation
2020/02/18	Update BN
2021/02/17	Change Address
2022/12/14	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2005/01/18
Restrictions on Share Transfers	ELECTRONIC	2005/01/18
Other Rules or Provisions	ELECTRONIC	2005/01/18

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



Appendix L

Copies of records of the Significant Transactions



Search by Session Number

Session # 9232483347559701599

Session Type: Client Session

Session Date: 9/5/2023

Session Time: 10:17:55

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 118608728

Workstation ID: VQ9TB436

Client Authentication: PIN

Override Reason Code:

Transaction Session Id 1

Sequence Number 2

Details	TRX Type ▲▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Deposit	PIN	1599	5051032	Posted	CAD	0	0000-00-00		\$500,000.00		
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$500,000.00		

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Search by Session Number

Session # 4232505043813801599

Session Type: Client Session

Session Date: 9/7/2023

Session Time: 15:00:37

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 569179880

Workstation ID: 4Q9TB43F

Client Authentication: Known

Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲ ▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Withdrawal	Signature	1599	1005701	Posted	CAD	0	0000-00-00		\$40,000.00		
View Details	Account Deposit	Signature	1599	5413760	Posted	CAD	0	0000-00-00		\$40,000.00		

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Transaction Details

Transaction Status: Posted

Transaction Type: Account Deposit

Transaction code: 9001

Deposit Transit: 1599

Account: 5413760

Amount: \$40,000.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

**Drafts, Money Order, Travellers Cheques
Instrument Type:**

Payee Name:

**Foreign Exchange - *this information is not reported at this time*
Actual Rate:**

Settle Rate:

Has:

Wants:

Has Cur:

Wants Cur:

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Search by Session Number

Session # 2232653594147801599

Session Type: Client Session

Session Date: 9/22/2023

Session Time: 10.59.01

Client: 396505366

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 927742767

Workstation ID: DP9TB43M

Client Authentication: PIN

Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Draft And Money Orders	PIN		91544991	Posted	USD	0	0000-00-00		\$5,000.00	10	
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$6,861.00		

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Transaction Details

Transaction Status: Posted

Transaction Type: Draft And Money Orders

Transaction code: 0

Deposit Transf:

Account: 91544991.

Amount: \$5,000.00

Currency: USD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

Drafts, Money Order, Travellers Cheques
Instrument Type: DRA

Payee Name: FXCALIBUR PRODUCTIONS INC.

Foreign Exchange - "this information is not reported at this time"
Actual Rate:

Settle Rate:

Has:

Wants:

Has Cur:

Wants Cur:

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Search by Session Number

Session # 6232795314585501599

Session Type: Client Session

Session Date: 10/8/2023

Session Time: 15:45:45

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 598232163

Workstation ID: 9P9TB43J

Client Authentication: PIN

Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲ ▾	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$3,000.00		
View Details	Cash Payout	PIN		N/A	Posted	CAD	0	0000-00-00		\$3,000.00		

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Search by Session Number

Session # 2233064832267601599

Session Type: Client Session

Session Date: 11/2/2023

Session Time: 14:25:21

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 598232163

Workstation ID: 9P9TB43J

Client Authentication: PIN

Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type ▲▼	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Draft And Money Orders	PIN		72254035.	Posted	CAD	0	0000-00-00		\$10,000.00	10	
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$10,009.95		

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Transaction Details

Transaction Status: Posted

Transaction Type: Draft And Money Orders

Transaction code: 0

Deposit Transit:

Account: 72254035.

Amount: \$10,000.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

Drafts, Money Order, Travellers Cheques

Instrument Type: DRA

Payee Name: JUDY CHEN

Foreign Exchange - *this information is not reported at this time*

Actual Rate:

Settle Rate:

Has:

Wants:

Has Cur:

Wants Cur:

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Search by Session Number

Session # 9233114857286801599

Session Type: Client Session

Session Date: 11/7/2023

Session Time: 14:29:32

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 598232163

Workstation ID: 9P9TB43J

Client Authentication: PIN

Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Draft And Money Orders	PIN		72254154.	Posted	CAD	0	0000-00-00		\$1,600.00	10	
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$1,609.95		

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Transaction Details

Transaction Status: Posted

Transaction Type: Draft And Money Orders

Transaction code: 0

Deposit Transit:

Account: 72254154.

Amount: \$1,600.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

Drafts, Money Order, Travellers Cheques
Instrument Type: DRA

Payee Name: JUDY CHEN

Foreign Exchange - *this information is not reported at this time*
Actual Rate:

Settle Rate:

Has:

Wants:

Has Cur:

Wants Cur:

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Search by Session Number

Session # 7233294515990801599

Session Type: Client Session

Session Date: 11/25/2023

Session Time: 13:32:38

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 381402395

Workstation ID: VQ8TB436

Client Authentication: PIN

Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Draft And Money Orders	PIN		72254487.	Posted	CAD	0	0000-00-00		\$3,000.00	10	
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$3,000.00		

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Transaction Details

Transaction Status: Posted

Transaction Type: Draft And Money Orders

Transaction code: 0

Deposit Transit:

Account: 72254487.

Amount: \$3,000.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

Drafts, Money Order, Travelers Cheques
Instrument Type: DRA

Payee Name: HENRY KAM-SHING YUNG

Foreign Exchange - *this information is not reported at this time*
Actual Rate:

Settle Rate:

Has:

Wants:

Has Cur:

Wants Cur:

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Search by Session Number

Session # 5233423520989001599
Session Type: Client Session
Session Date: 12/8/2023
Session Time: 10:46:49
Client: 396505356
Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.
Transit: 1599
Status: Closed
Employee: 577045511
Workstation ID: 4QSTB43F
Client Authentication: PIN
Override Reason Code:

Transaction Session Id 1

Sequence Number 1

Details	TRX Type ▲▼	Authority	Deposit Transit	Account No	TRX Status	Currency Code	Batch Id	Batch Create Date	Batch Type	Transaction Amount (\$)	Fee Amount (CAD)	Authorized Amount
View Details	Draft And Money Orders	PIN		72254741.	Posted	CAD	0	0000-00-00		\$13,764.00	10	
View Details	Account Withdrawal	PIN	1599	1005701	Posted	CAD	0	0000-00-00		\$13,773.95		

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Transaction Details

Transaction Status: Posted

Transaction Type: Draft And Money Orders

Transaction code: 0

Deposit Transit:

Account: 72254741.

Amount: \$13,764.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

Drafts, Money Order, Travellers Cheques

Instrument Type: DRA

Payee Name: THE NORDIC INSURANCE COMPANY

Foreign Exchange - *this information is not reported at this time*

Actual Rate:

Settle Rate:

Has:

Wants:

Has Cur:

Wants Cur:

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