

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

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

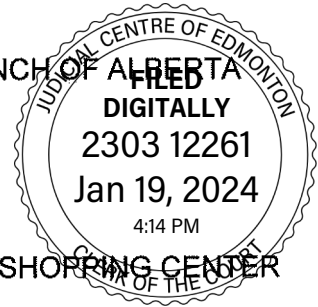
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver:

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Counsel:

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

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- G. A copy of the 128 Street Property Certificate of Title dated December 29, 2023
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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 Ltd. (the "**Company**" or "**Jasper**"). A copy of the Receivership Order is attached as **Appendix "A"**.
2. This is the Receiver's Second report to Court regarding the administration of the estate of the Company (the "**Second Report**"). This Second Report should be read in conjunction with the Receiver's First report to Court dated January 12, 2024 (the "**First Report**").
3. The purpose of this Second Report is to:
 - (i) Update this Honourable Court with respect to the Receiver's ongoing efforts to trace funds resulting from the negotiation 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.

CRA REFUND CHEQUE AND RBC BANK ACCOUNT

4. As outlined in further detail in the First Report, on December 21, 2023, the Receiver became aware of a CRA 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 and was issued subsequent to the Receivership Order. GST refunds payable to the Company by the CRA form part of its property and are subject to the Receivership Order.
5. CRA advised that the Refund Cheque was mailed to 11026 128 Street NW, Edmonton, AB, T5M 0W6 (the "**128 Street Property**").
6. The 128 Street Property is the address disclosed for Judy Chen ("**Chen**") in the corporate search for Jasper. A copy of the corporate search dated August 8, 2023, is attached as **Appendix "B"**.

7. 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 (the "**RBC Account**") based upon the Institution Code and Transit Numbers revealed on its reverse.
8. On January 2, 2024, the Receiver sent correspondence to RBC regarding the RBC Account. RBC confirmed that the account holder was Jasper, that the account was opened on August 28, 2023, eleven days following the Receivership Order, and that the account was operational. RBC placed an immediate hold on the RBC Account. On January 15, 2024, it remitted \$20,754.22 to the Receiver, being the balance then held in the RBC Account.
9. The Receiver obtained and reviewed bank statements and requested additional information from RBC on several significant transactions which occurred on the RBC Account (the "**Significant Transactions**"), including two large cash withdrawals and subsequent deposits into unknown RBC accounts (the "**Transfer Accounts**"). Further details of the Significant Transactions are detailed in the First Report.
10. Since finalizing the First Report the Receiver obtained the following additional transaction details pertaining to the Significant Transactions:
 - (i) September 20, 2023 – deposit of a CRA cheque payable to Jasper dated September 14, 2023, in the amount of \$18,995;
 - (ii) September 27, 2023 – deposit of a cheque from Outfront Media made payable to Jasper dated September 21, 2023, in the amount of \$525;
 - (iii) December 16, 2023 – payment to Shaw Cable in the amount of \$380; and,
 - (iv) December 20, 2023 – bank draft made payable to Henry Kam-Shing Yung in the amount of \$3,000.

Copies of the RBC records pertaining to the above transactions are attached as **Appendix "C"**.

11. The above noted deposits are payable to the Company and form part of its property and are subject to the Receivership Order.

THE TRANSFER ACCOUNTS

12. On January 15, 2024, the Receiver obtained an Order requiring RBC to disclose statements pertaining to the Transfer Accounts and the name and address of their holders. A copy of the Order is attached as **Appendix "D"**.
13. On January 16, 2024, RBC provided the Receiver with the discovery directed by the Order. The account holders are summarized below:
 - (i) Account Number 5413760 is jointly held in the names of Michelle Ming Lee and Chen (the "**3760 Account**"); and,
 - (ii) Account Number 5051032 is held in the name of Kin Min Lee (the "**1032 Account**").
14. Except for Chen, the accounts holders are unknown to the Receiver and their involvement in the Company, if any, is unclear.
15. The Receiver reviewed the transaction details of both the 3760 Account and 1032 Account and noted numerous debit transactions related to normal day-to-day consumer purchases, electronic transfers, bank drafts, and cash withdrawals. The Receiver identified the following material transactions (the "**3760 Transactions**"):
 - (a) The 3760 Account:
 - (i) September 8, 2023 – email transfer in the amount of \$2,000;
 - (ii) September 11, 2023 – email transfer in the amount of \$2,000;
 - (iii) September 18, 2023 – a withdrawal in the amount of \$3,000, with no description;
 - (iv) October 10, 2023 – a withdrawal in the amount of \$3,000, with no description; and,

- (v) October 24, 2023 – a cash withdrawal of \$19,804, which brought the bank account balance to nil.
- (b) The 1032 Account:
 - (i) November 6, 2023 – a transfer to an unknown RBC account by way of a branch-to-branch transfer in the amount of \$460,000 (the "**Unknown RBC Account**").

Copies of the 3760 Account and 1032 Account histories disclosed by RBC are attached as **Appendix "E"** and **Appendix "F"**, respectively.

- 16. The identity of the holder or holders of the Unknown RBC Account and the recipient or recipients of the 3760 Transactions are unknown to the Receiver. RBC has advised the Receiver's counsel that privacy and confidentiality concerns prevent disclosure in relation to them absent a further Court Order.
- 17. RBC has confirmed to the Receiver that holds have been placed on the 3760 Account and the 1032 Account. As noted above, there is a nil balance in the 3760 Account. The 1032 Account holds a balance of \$68,928.57.

THE CHEN PROPERTIES

- 18. 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. We note a pending registration received on December 8, 2023, which references "Judy House". Despite this, it is unclear whether Chen holds a beneficial interest in the property. A copy of the 128 Street Property Certificate of Title is attached as **Appendix "G"**.
- 19. The 128 Street Property Certificate of Title includes a mortgage registration held by 924825 Alberta Ltd. (the "**Mortgage**"). A copy of the Mortgage, as registered at Alberta Land Titles is attached as **Appendix "H"**.
- 20. The Mortgage includes a Dower Act Affidavit, signed by Chen on April 18, 2022, listing six properties covered by the mortgage. Of the six properties, Chen is the registered owner of three of the properties (the "**Chen Properties**") as follows:

- 1) PLAN 7923201
BLOCK 62
LOT 47
EXCEPTING THEREOUT ALL MINES AND MINERALS
- 2) PLAN RN23 (XXIII)
BLOCK 2
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS
- 3) PLAN 1722537
BLOCK 12
LOT 24B
EXCEPTING THEREOUT ALL MINES AND MINERALS

21. Copies of the Certificates of Title for the Chen Properties are attached as **Appendix "I"**.
22. The Receiver notes the address on the 1032 Account statement (held in the name of Kin Min Lee) is 9424 102A Avenue NW, Edmonton, Alberta, which corresponds with one of the Chen Properties (Lot 23, Block 2, Plan RN23).
23. 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 16th 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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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 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 C

Copies of additional records of the Significant Transactions



Search by Session Number

Session # 8232634763889701599

Session Type: Business Deposit Session

Session Date: 9/20/2023

Session Time: 14:13:58

Client: 396505358

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 927742767

Workstation ID: DP9TB43M

Client Authentication: Known

Override Reason Code:

Transaction Session Id

Sequence Number

| 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 Business Deposit | N/A | 1599 | 1005701 | Posted | CAD | 0 | 0000-00-00 | | \$18,994.62 | | |
| View Details | Cheque Received | N/A | 1599 | N/A | Posted | CAD | 7 | 2023-09-20 | Business Account CAD | \$18,994.62 | | |

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DEPOSIT SLIP

DATE 20 9 23 INITIALS JB

| LIST OF CHEQUES | | |
|-----------------|----------|--|
| CRA | 18994.62 | |
| | | |
| | | |
| | | |

| LIST OF CHEQUES | | |
|-----------------|--|--|
| | | |
| | | |
| | | |
| | | |

| DETAILS | CASH |
|--------------------|------|
| X 5 | |
| X 10 | |
| X 20 | |
| X 50 | |
| X 100 | |
| CON | |
| CON CASH TOTAL ▶ | |
| CHEQUES TOTAL ▶ | |
| RATE ▶ | |
| RATE ▶ | |
| \$ 18994.62 | |

| | | |
|------------|---------|----------|
| CHEQUES | TOTAL ▶ | 18994.62 |
| US CASH | TOTAL ▶ | |
| US CHEQUES | TOTAL ▶ | |

Jasper Summerlee Shopping Center Ltd.

Transit No. 1001599 Institution No. 0031

Account No. 1001570 51

Routing Transit/Aoot.:01599003-1005701 Proc Date: 2023/09/20 \$0.00 ISN#: 9931963819

Virtual Endorsement
 DSPACC: 1005701
 DSPTR: 01599-003
 CSID: 8232634763889701599
 TXNID: 1
 SCANSES: 195,608,698
 ITMSEQ: 1
 CHANID: 003
 APPCD: S900
 TRANSIT: 01599
 DSPCUR: CAD
 TEFDT: 20/09/23
 OPID: 927742767

Routing Transit/Aoot.:01599003-1005701 Proc Date: 2023/09/20 \$0.00 ISN#: 9931963819



Government of Canada

Gouvernement du Canada

Canada

2755-07958723-1

Canada Revenue Agency / Agence du revenu du Canada

DATE 2023 09 14

VIA MM DU

TO/À JASPER HOMERLEA SHOPPING CENTER LTD

\$**18994.62

Pay/Payer EIGHTEEN THOUSAND NINE HUNDRED NINETY-FOUR AND 62/100 DOLLARS

DIX-HUIT MILLE NEUF CENT QUATRE-VINGT-QUATORZE ET 62/100 DOLLARS

Receiver General for Canada / Le receveur général du Canada

Deputy Receiver General for Canada / Le sous-receveur général du Canada

000000 1171 275507958723 1

Routing Transit/Acot.:00000117-2755079587231 Proc Date: 2023/09/20 \$18,994.62 ISN#: 9931963821

Virtual Endorsement

DSPACC: 1005701
DSPTR: 01599-003
CSID: 8232634763889701509
TXNID: 1
SCANSES: 195,608,698
ITMSEQ: 2
CHANID: 003
APPCD: S900
TRANSP: 01500
DSPCUR: CAD
TEFDT: 20/09/23
OPID: 927742767

THIS IS WATERMARKED PAPER HOLD UP TO LIGHT TO VERIFY.

CE PAPIER EST FILIGRANÉ. TENEZ-LE DEVANT UNE SOURCE LUMINEUSE POUR VÉRIFIER.

2755-07958723-1

0505-62160903

Government of Canada

Gouvernement du Canada

It is recommended that this cheque be endorsed at the time of registration only.

Il est recommandé de présenter ce chèque après l'émission de son enregistrement.

Cash this cheque (if under \$1,750) for free at a bank in Canada. Provier votre numéro ID. No permit is needed. For information call 1 800 O-Canada (1-800-422-6237) TTY: 1-800-924-9105

Encaissez ce chèque (si en valeur inférieure à 1 750 \$) sans frais à une banque au Canada. Présentez vos pièces d'identité admissibles. Vous n'avez pas à être titulaire d'un compte auprès de l'institution. Pour plus de renseignements, téléphonez au 1 800 O-Canada (1-800-422-6237) ou au 1-800-924-9105 (téléimprimé).

Endorsement - Signature or Stamp / Endossement - Signature ou timbre

Address / Adresse

01599 1005701

BACK / VERSO

Routing Transit/Acot.:00000117-2755079587231 Proc Date: 2023/09/20 \$18,994.62 ISN#: 9931963821



Search by Session Number

Session # 4232704098179601599

Session Type: Business Deposit Session

Session Date: 9/27/2023

Session Time: 12:23:01

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 160458162

Workstation ID: XQ9TB438

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 Business Deposit | N/A | 1599 | 1005701 | Posted | CAD | 0 | 0000-00-00 | | \$525.00 | | |
| View Details | Cheque Received | N/A | 1599 | N/A | Posted | CAD | 9 | 2023-09-27 | Business Account CAD | \$525.00 | | |

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DEPOSIT SLIP
CURRENT ACCOUNT

DATE: 27/9/23 INITIALS: JFS

LIST OF CHEQUES

| | |
|----------|--------|
| Outfront | 525.00 |
| | |
| | |
| | |

LIST OF CHEQUES

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

| DETAILS | CASH |
|----------------|------------------|
| X 5 | |
| X 10 | |
| X 20 | |
| X 50 | |
| X 100 | |
| COIN | |
| CON CASH TOTAL | ▶ |
| CHEQUES TOTAL | ▶ |
| RATE | ▶ |
| RATE | ▶ |
| TOTAL | \$ 525.00 |

| | | |
|------------|---------|--|
| CHEQUES | TOTAL ▶ | |
| US CASH | TOTAL ▶ | |
| US CHEQUES | TOTAL ▶ | |

CURRENT ACCOUNT

Jasper Summerlea
Shopping

Transit No. 01599 Institution No. 003 Account No. 1005701 51

Routing Transit/Aoot.:01599003-1005701 Proc Date: 2023/09/27 \$0.00 ISN#: 9932701704

Virtual Endorsement
DSPACC: 1005701
DSPTR: 01599-003
CSID: 4232704098179601599
TXNID: 1
SCANSES: 195,924,983
ITMSEQ: 1
CHANID: 003
APPCD: S900
TRANSIT: 01599
DSPCUR: CAD
TEFDT: 27/09/23
OPID: 160458162

Routing Transit/Aoot.:01599003-1005701 Proc Date: 2023/09/27 \$0.00 ISN#: 9932701704

WARNING: THIS DOCUMENT CONTAINS SECURITY FEATURES - MICROPRINTS AND SECURITY FEATURES WITH WATERMARKS - ATTENTION: CE DOCUMENT CONTIEN DES CARACTÉRISTIQUES DE SÉCURITÉ - MICRO-POINTS ET CARACTÉRISTIQUES DE SÉCURITÉ AVEC MARQUE À L'Eau

OUTFRONT/

377 Horner Avenue
Toronto, Ontario M5W 1Z6
(416) 255-1392

The Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, Ontario M5H 1H1

00962917

DATE 09 21 2023
MM DD YYYY

\$*****625.00

PAY/PAYEZ:
Five Hundred Twenty Five 0/100 Dollars

TO THE ORDER OF / À L'ORDRE DE:
JASPER SUMMERLEA SHOPPING CENTER LTD.
11026 128 STREET NW
EDMONTON, AB T5M 0W6

OUTFRONT Media Canada LP

PER/PAR M. White
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE
PER/PAR A. Schwartz
AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

⑈00962917⑈ ⑆80002⑈002⑆ 05338⑈15⑈

Routing Transit/Acct.: 80002002-0533815 Proc Date: 2023/09/27 \$525.00 ISN#: 9932701706

Virtual Endorsement
DSPACC: 1005701
DSPTR: 01599-003
CSID: 4232704098179601599
TXNID: 1
SCANSES: 195,924,983
ITMSEQ: 2
CHANID: 003
APPCD: S900
TRANSIT: 01599
DSPCUR: CAD
TEFDT: 27/09/23
OPID: 160458162

01599 1005701
Judy Chen
Endorsement - Signature ou timbre
Endorsement - Signature or Stamp

Deposit

VERSO/BACK

PRINTER ID. NO. 1004

SECURITY FEATURES
WATERMARK: The Bank of Nova Scotia logo and name are visible in the center of the document.
MICROPRINTS: Microprints are visible in the center of the document.
CHEMICAL RESISTANT: The document is resistant to chemical damage.
PRINTED ON: The document is printed on high quality paper.
CHARACTERISTICS DE SÉCURITÉ
MARQUE À L'EAU: Le logo et le nom de la Banque de Nouvelle-Écosse sont visibles au centre du document.
MICRO-POINTS: Les micro-points sont visibles au centre du document.
RÉSISTANT AUX PRODUITS CHIMIQUES: Le document est résistant aux dommages chimiques.
IMPRIMÉ SUR: Le document est imprimé sur du papier de haute qualité.

Routing Transit/Acct.: 80002002-0533815 Proc Date: 2023/09/27 \$525.00 ISN#: 9932701706



Search by Session Number

Session # 4233504001782801599

Session Type: Client Session

Session Date: 12/16/2023

Session Time: 12:06:57

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 698232163

Workstation ID: VQ9TB436

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 | Bill Payment | PIN | | N/A | Posted | CAD | 0 | 0000-00-00 | | \$380.00 | 0 | |
| View Details | Account Withdrawal | PIN | 1599 | 1005701 | Posted | CAD | 0 | 0000-00-00 | | \$380.00 | | |

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Transaction Details

Transaction Status: Posted

Transaction Type: Bill Payment

Transaction code: 95

Deposit Transf:

Account: N/A

Amount: \$380.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

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

Payee Name: SHAW CABLE

**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 # 4233543244437601599

Session Type: Client Session

Session Date: 12/20/2023

Session Time: 10:00:44

Client: 396505356

Client Name: JASPER SUMMERLEA SHOPPING CENT ER LTD.

Transit: 1599

Status: Closed

Employee: 927194928

Workstation ID: YQ9TB439

Client Authentication: PIN

Override Reason Code:

Transaction Session Id

Sequence Number

| 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 | | 72254988. | Posted | CAD | 0 | 0000-00-00 | | \$3,000.00 | 10 | |
| View Details | Account Withdrawal | PIN | 1599 | 1005701 | Posted | CAD | 0 | 0000-00-00 | | \$3,009.95 | | |

[Return](#) - [Back](#) - [Analyze](#) - [Refresh](#) - [Print](#) - [Export](#) - [Create Bookmark Link](#)



Transaction Details

Transaction Status: Posted

Transaction Type: Draft And Money Orders

Transaction code: 0

Deposit Transit:

Account: 72254988.

Amount: \$3,000.00

Currency: CAD

Reason Code:

Additional Details:

Disposition:

Reason for Failure:

Drafts, Money Order, Travellers 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:

[Return](#) - [Analyze](#) - [Refresh](#) - [Print](#) - [Export](#) - [Create Bookmark Link](#)

Appendix D

A copy of the Disclosure Order – January 15, 2024

COURT FILE NUMBER: 2403 00813

COURT: COURT OF KING'S BENCH OF ALBERTA

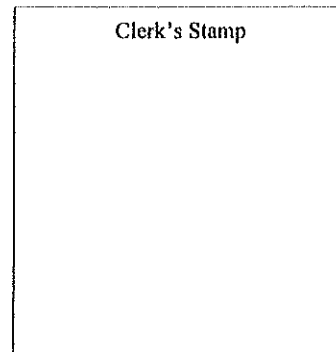
JUDICIAL CENTRE: EDMONTON

PLAINTIFF: JASPER SUMMERLEA SHOPPING CENTER LTD., by its Court-appointed Receiver and Manager, MNP LTD.

DEFENDANTS: JUDY PING CHEN, also known as JUDY CHEN, KIN MIN LEE, JOHN DOE, JANE DOE, ABC CORPORATION, and ROYAL BANK OF CANADA

DOCUMENT: **ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
Barristers & Solicitors
Patent & Trade-Mark Agents
1700 Enbridge Centre
10175 – 101 Street NW
Edmonton, Alberta T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780-423-8177
Fax: 780-423-2870
File No: 839-64/SRO



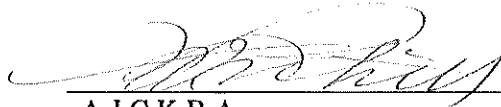
DATE ON WHICH ORDER WAS PRONOUNCED: January 15, 2024
LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta
APPLICATIONS JUDGE WHO MADE THIS ORDER: *L. Birkett*

UPON THE APPLICATION of the Plaintiff, made on a without notice; AND UPON hearing read the First Report to the Court, to be filed by MNP Ltd. in Court File No. 2303 12261 (the "Report");

IT IS HEREBY ORDERED THAT:

1. The Royal Bank of Canada ("RBC") shall forthwith disclose to counsel for the Plaintiff:

- a. As to RBC Account No. 01599-5413760 - account statements summarizing all transactions occurring thereon from and including September 7, 2023, to the date of this Order;
 - b. As to RBC Account No. 01599-5051032 - account statements summarizing all transactions occurring thereon from and including September 5, 2023, to the date of this Order; and
 - c. The name and address of the holder or holders of the accounts referred to in paragraphs 1(a) and (b) hereof.
2. The use of any information disclosed under this Order for any purpose other than to facilitate the relief sought by the Plaintiff in this Action is prohibited.
 3. Pursuant to Rule 6.11(1)(f), the Plaintiff is hereby authorized to rely upon the Report in support of its Application for this Order.
 4. Costs of this Application shall be in the cause, provided however that no costs of this Application shall be payable by or recoverable from RBC.



A.J.C.K.B.A.

Appendix E

A copy of the 3760 Account transaction details



ROYAL BANK OF CANADA
 16909 103A AVE NW
 EDMONTON, AB
 T5P 4Y5

Personal Deposit Account History

MICHELLE MING LEE
 JUDY PING CHEN
 9207 152 ST NW
 EDMONTON, AB
 T5R1M6

Transit : 01599 Account No. : 5413760 Activity Period: 01 Sep 2023 to 21 Dec 2023

76178709220240111124742

Details of your account activity

| Date | Description | Withdrawals(\$) | Deposits(\$) | Balance(\$) |
|--------------|---------------------|-----------------|--------------|-------------|
| Sep 07, 2023 | DEPOSIT | | 40000.00 | 40497.82 |
| Sep 07, 2023 | WAWANESA INS | 268.07 | | 40229.75 |
| Sep 08, 2023 | EMAIL TRANSFER SENT | 2000.00 | | 38229.75 |
| Sep 11, 2023 | EMAIL TRANSFER SENT | 2000.00 | | 36229.75 |
| Sep 11, 2023 | Direct Energy | 73.81 | | 36155.94 |
| Sep 15, 2023 | Sandbox | 1279.78 | | 34876.16 |
| Sep 18, 2023 | NO DESC | 3000.00 | | 31876.16 |
| Sep 18, 2023 | EMAIL TRANSFER SENT | 150.00 | | 31726.16 |
| Sep 21, 2023 | MBNA-MASTERCARD | 1200.00 | | 30526.16 |
| Sep 25, 2023 | COSTCO | 70.00 | | 30456.16 |
| Oct 03, 2023 | NO DESC | | 1200.00 | 31656.16 |
| Oct 03, 2023 | CDN WESTERN BAN | 1660.24 | | 29995.92 |
| Oct 03, 2023 | SCU | 2896.64 | | 27099.28 |
| Oct 03, 2023 | SCU | 2244.64 | | 24854.64 |
| Oct 03, 2023 | EMAIL TRANSFER SENT | 900.00 | | 23954.64 |
| Oct 03, 2023 | EMAIL TRANSFER SENT | 100.00 | | 23854.64 |
| Oct 05, 2023 | EPCOR | 299.77 | | 23554.87 |
| Oct 10, 2023 | -8172 | | 1800.00 | 25354.87 |
| Oct 10, 2023 | NO DESC | 3000.00 | | 22354.87 |
| Oct 10, 2023 | WAWANESA INS | 268.07 | | 22086.80 |
| Oct 13, 2023 | Direct Energy | 72.91 | | 22013.89 |
| Oct 16, 2023 | Sandbox | 1279.78 | | 20734.11 |
| Oct 16, 2023 | EMAIL TRANSFER SENT | 1000.00 | | 19734.11 |
| Oct 18, 2023 | BR TO BR -14852 | | 70.00 | 19804.11 |



ROYAL BANK OF CANADA
 16909 103A AVE NW
 EDMONTON, AB
 T5P 4Y5

Personal Deposit Account History

MICHELLE MING LEE
 JUDY PING CHEN
 9207 152 ST NW
 EDMONTON, AB
 T5R1M6

Transit : 01599 Account No. : 5413760 Activity Period: 01 Sep 2023 to 21 Dec 2023

7617870922024011124742

Details of your account activity

| Date | Description | Withdrawals(\$) | Deposits(\$) | Balance(\$) |
|--------------|-----------------------------|-----------------|--------------|-------------|
| Oct 24, 2023 | CASH WITHDRAWAL | 19804.11 | | .00 |
| Nov 01, 2023 | ITEM RETURNED NSF | | 1660.24 | 1660.24 |
| Nov 01, 2023 | ITEM RETURNED NSF | | 2244.64 | 3904.88 |
| Nov 01, 2023 | ITEM RETURNED NSF | | 2896.64 | 6801.52 |
| Nov 01, 2023 | SCU | 2896.64 | | 3904.88 |
| Nov 01, 2023 | SCU | 2244.64 | | 1660.24 |
| Nov 01, 2023 | CDN WESTERN BAN | 1660.24 | | .00 |
| Nov 02, 2023 | NO DESC | | 45.00 | 45.00 |
| Nov 02, 2023 | NSF ITEM FEE 3 @ \$45.00 | 135.00 | | -90.00 |
| Nov 07, 2023 | ITEM RETURNED NSF | | 334.39 | 244.39 |
| Nov 07, 2023 | ITEM RETURNED NSF | | 2896.64 | 3141.03 |
| Nov 07, 2023 | ITEM RETURNED NSF | | 268.07 | 3409.10 |
| Nov 07, 2023 | ITEM RETURNED NSF | | 2244.64 | 5653.74 |
| Nov 07, 2023 | SCU | 2244.64 | | 3409.10 |
| Nov 07, 2023 | SCU | 2896.64 | | 512.46 |
| Nov 07, 2023 | EPCOR | 334.39 | | 178.07 |
| Nov 07, 2023 | WAWANESA INS | 268.07 | | -90.00 |
| Nov 08, 2023 | ITEM RETURNED NSF | | 1660.24 | 1570.24 |
| Nov 08, 2023 | NSF ITEM FEE 4 @ \$45.00 | 180.00 | | 1390.24 |
| Nov 08, 2023 | CDN WESTERN BAN | 1660.24 | | -270.00 |
| Nov 09, 2023 | NSF ITEM FEE 1 @ \$45.00 | 45.00 | | -315.00 |
| Nov 15, 2023 | ITEM RETURNED NSF | | 268.07 | -46.93 |
| Nov 15, 2023 | ITEM RETURNED NSF | | 334.39 | 287.46 |
| Nov 15, 2023 | EPCOR | 334.39 | | -46.93 |
| Nov 15, 2023 | WAWANESA INS | 268.07 | | -315.00 |
| Nov 16, 2023 | ITEM RETURNED NSF | | 108.90 | -206.10 |
| Nov 16, 2023 | Direct Energy | 108.90 | | -315.00 |



ROYAL BANK OF CANADA
 16909 103A AVE NW
 EDMONTON, AB
 T5P 4Y5

Personal Deposit Account History

MICHELLE MING LEE
 JUDY PING CHEN
 9207 152 ST NW
 EDMONTON, AB
 T5R1M6

Transit : 01599 Account No. : 5413760 Activity Period: 01 Sep 2023 to 21 Dec 2023

76178709220240111124742

Details of your account activity

| Date | Description | Withdrawals(\$) | Deposits(\$) | Balance(\$) |
|--------------|-----------------------------|-----------------|--------------|-------------|
| Nov 16, 2023 | NSF ITEM FEE 2 @ \$45.00 | 90.00 | | -405.00 |
| Nov 17, 2023 | NSF ITEM FEE 1 @ \$45.00 | 45.00 | | -450.00 |
| Nov 17, 2023 | OVERDRAFT INTEREST | 1.82 | | -451.82 |
| Dec 01, 2023 | ITEM RETURNED NSF | | 2896.64 | 2444.82 |
| Dec 01, 2023 | ITEM RETURNED NSF | | 1660.24 | 4105.06 |
| Dec 01, 2023 | ITEM RETURNED NSF | | 2244.64 | 6349.70 |
| Dec 01, 2023 | CDN WESTERN BAN | 1660.24 | | 4689.46 |
| Dec 01, 2023 | SCU | 2244.64 | | 2444.82 |
| Dec 01, 2023 | SCU | 2896.64 | | -451.82 |
| Dec 04, 2023 | NSF ITEM FEE 3 @ \$45.00 | 135.00 | | -586.82 |
| Dec 11, 2023 | ITEM RETURNED NSF | | 2244.64 | 1657.82 |
| Dec 11, 2023 | ITEM RETURNED NSF | | 2896.64 | 4554.46 |
| Dec 11, 2023 | SCU | 2244.64 | | 2309.82 |
| Dec 11, 2023 | SCU | 2896.64 | | -586.82 |
| Dec 12, 2023 | NSF ITEM FEE 2 @ \$45.00 | 90.00 | | -676.82 |
| Dec 19, 2023 | OVERDRAFT INTEREST | 10.15 | | -686.97 |
| Dec 21, 2023 | BR TO BR - 4329 | | 604.06 | -82.91 |
| Dec 21, 2023 | BR TO BR - 4329 | | 90.00 | 7.09 |
| Dec 21, 2023 | BR TO BR - 4329 | 1.24 | | 5.85 |
| Dec 21, 2023 | BR TO BR - 4329 | 5.85 | | .00 |

Appendix F

A copy of the 1032 Account transaction details

PDA History

ROYAL BANK OF CANADA
16909 103A AVE NW
EDMONTON, AB
T5P 4Y5 (780) 448-6980

KIN MIN LEE
9424 102A AVE NW
EDMONTON, AB
T5H4L7

Transit : 01599 Account No. : 5051032 Activity Period: 01 Sep 2023 to 14 Jan 2024

| Date | Description | Withdrawals(\$) | Deposits(\$) | Balance(\$) |
|--------------|--------------------------|-----------------|--------------|-------------|
| Sep 05, 2023 | DEPOSIT | | 500000.00 | 504106.26 |
| Sep 05, 2023 | PTB DEPOSIT EC95-3626 | | 545.00 | 504651.26 |
| Sep 05, 2023 | THE HOME DEPOT | 51.58 | | 504599.88 |
| Sep 05, 2023 | MCDONALD'S #260 | 5.02 | | 504594.86 |
| Sep 05, 2023 | THE HOME DEPOT | 20.08 | | 504574.58 |
| Sep 05, 2023 | HUGHES PETROLEU | 30.00 | | 504544.58 |
| Sep 05, 2023 | PTB EC95-3627 | 100.00 | | 504444.58 |
| Sep 05, 2023 | EMAIL TRANSFER SENT | 300.00 | | 504144.58 |
| Sep 05, 2023 | MCDONALD'S #260 | 7.80 | | 504136.78 |
| Sep 05, 2023 | SHERWIN WILLIAM | 85.36 | | 504051.42 |
| Sep 05, 2023 | SHERWIN WILLIAM | 85.36 | | 503966.06 |
| Sep 05, 2023 | THE HOME DEPOT | 15.14 | | 503950.92 |
| Sep 06, 2023 | HUGHES PETROLEU | 30.00 | | 503920.92 |
| Sep 06, 2023 | MCDONALD'S #260 | 1.67 | | 503919.25 |
| Sep 06, 2023 | DOLLARAMA # 473 | 5.25 | | 503914.00 |
| Sep 07, 2023 | MCDONALD'S #260 | 6.91 | | 503907.09 |
| Sep 08, 2023 | EMAIL TRANSFER SENT | 1850.00 | | 502057.09 |
| Sep 08, 2023 | MCDONALD'S #260 | 15.73 | | 502041.36 |
| Sep 08, 2023 | SHERWIN WILLIAM | 85.36 | | 501956.00 |
| Sep 08, 2023 | MCDONALD'S #260 | 6.49 | | 501949.51 |
| Sep 08, 2023 | SAFEWAY #8891 | 30.00 | | 501919.51 |
| Sep 11, 2023 | PTB WITHDRAWAL EJ52-5404 | 150.00 | | 501769.51 |
| Sep 11, 2023 | SAFEWAY #8891 | 30.00 | | 501739.51 |
| Sep 11, 2023 | MCDONALD'S #260 | 3.34 | | 501736.17 |
| Sep 11, 2023 | EMAIL TRANSFER SENT | 333.00 | | 501403.17 |
| Sep 12, 2023 | PTB WITHDRAWAL ED74-8972 | 200.00 | | 501203.17 |
| Sep 12, 2023 | THE HOME DEPOT | 16.73 | | 501186.44 |
| Sep 13, 2023 | HUGHES PETROLEU | 30.00 | | 501156.44 |
| Sep 13, 2023 | MCDONALD'S #260 | 7.97 | | 501148.47 |

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|--------------|--------------------------|---------|--------|-----------|
| Sep 13, 2023 | PTB WITHDRAWAL ED74-9058 | 100.00 | | 501048.47 |
| Sep 14, 2023 | SENIORS REBATE | | 4.00 | 501052.47 |
| Sep 14, 2023 | MCDONALD'S #260 | 7.97 | | 501044.50 |
| Sep 14, 2023 | EMAIL TRANSFER SENT | 315.00 | | 500729.50 |
| Sep 14, 2023 | MONTHLY FEE | 16.95 | | 500712.55 |
| Sep 15, 2023 | HUGHES PETROLEU | 30.00 | | 500682.55 |
| Sep 15, 2023 | MCDONALD'S #260 | 1.67 | | 500680.88 |
| Sep 15, 2023 | THE HOME DEPOT | 66.12 | | 500614.76 |
| Sep 18, 2023 | THE HOME DEPOT | | 10.42 | 500625.18 |
| Sep 18, 2023 | THE HOME DEPOT | 10.42 | | 500614.76 |
| Sep 18, 2023 | SAFEWAY #8891 | 30.00 | | 500584.76 |
| Sep 18, 2023 | PTB WITHDRAWAL EJ52-5763 | 200.00 | | 500384.76 |
| Sep 18, 2023 | THE HOME DEPOT | 69.23 | | 500315.53 |
| Sep 18, 2023 | MCDONALD'S #751 | 1.67 | | 500313.86 |
| Sep 18, 2023 | EMAIL TRANSFER SENT | 1400.00 | | 498913.86 |
| Sep 19, 2023 | MCDONALD'S #751 | 5.67 | | 498908.19 |
| Sep 20, 2023 | THE HOME DEPOT | | 9.81 | 498918.00 |
| Sep 20, 2023 | THE HOME DEPOT | | 17.81 | 498935.81 |
| Sep 20, 2023 | MCDONALD'S #260 | 5.67 | | 498930.14 |
| Sep 20, 2023 | THE HOME DEPOT | 62.16 | | 498867.98 |
| Sep 20, 2023 | THE HOME DEPOT | 73.83 | | 498794.15 |
| Sep 20, 2023 | THE HOME DEPOT | 25.18 | | 498768.97 |
| Sep 21, 2023 | MCDONALD'S #751 | 5.67 | | 498763.30 |
| Sep 22, 2023 | PTB WITHDRAWAL EJ52-6030 | 100.00 | | 498663.30 |
| Sep 25, 2023 | THE HOME DEPOT | | 6.85 | 498670.15 |
| Sep 25, 2023 | THE HOME DEPOT | | 38.01 | 498708.16 |
| Sep 25, 2023 | THE HOME DEPOT | 6.85 | | 498701.31 |
| Sep 25, 2023 | THE HOME DEPOT | 40.50 | | 498660.81 |
| Sep 25, 2023 | PTB WITHDRAWAL EJ52-6120 | 200.00 | | 498460.81 |
| Sep 25, 2023 | THE HOME DEPOT | 22.42 | | 498438.39 |
| Sep 25, 2023 | THE HOME DEPOT | 6.85 | | 498431.54 |
| Sep 25, 2023 | THE HOME DEPOT | 25.07 | | 498406.47 |
| Sep 25, 2023 | MCDONALD'S #751 | 5.67 | | 498400.80 |
| Sep 26, 2023 | THE HOME DEPOT | | 12.53 | 498413.33 |
| Sep 26, 2023 | THE HOME DEPOT | 31.71 | | 498381.62 |
| Sep 27, 2023 | CANADA | | 698.60 | 499080.22 |
| Sep 27, 2023 | CANADA | | 681.30 | 499761.52 |
| Sep 27, 2023 | THE HOME DEPOT | | 8.36 | 499769.88 |
| Sep 27, 2023 | THE HOME DEPOT | 41.61 | | 499728.27 |
| Sep 28, 2023 | THE HOME DEPOT | | 6.84 | 499735.11 |
| Oct 03, 2023 | PTB WITHDRAWAL EC96-6720 | 100.00 | | 499635.11 |
| Oct 03, 2023 | MCDONALD'S #260 | 7.97 | | 499627.14 |
| Oct 04, 2023 | THE HOME DEPOT | 12.20 | | 499614.94 |
| Oct 04, 2023 | MCDONALD'S #260 | 1.67 | | 499613.27 |
| Oct 06, 2023 | DOMO GAS # 163 | 30.00 | | 499583.27 |
| Oct 06, 2023 | WALMART STORE # | 65.06 | | 499518.21 |
| Oct 10, 2023 | THE HOME DEPOT | | 47.74 | 499565.95 |

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|--------------|--------------------------|-----------|---------|-----------|
| Oct 10, 2023 | PTB WITHDRAWAL EJ52-7112 | 150.00 | | 499415.95 |
| Oct 10, 2023 | PTB WITHDRAWAL EJ52-7177 | 100.00 | | 499315.95 |
| Oct 10, 2023 | THE HOME DEPOT | 47.74 | | 499268.21 |
| Oct 10, 2023 | DIR.ENERGY REG | 45.63 | | 499222.58 |
| Oct 11, 2023 | MCDONALD'S #260 | 1.67 | | 499220.91 |
| Oct 13, 2023 | SENIORS REBATE | | 4.00 | 499224.91 |
| Oct 13, 2023 | MONTHLY FEE | 16.95 | | 499207.96 |
| Oct 16, 2023 | PTB WITHDRAWAL EJ52-7418 | 100.00 | | 499107.96 |
| Oct 16, 2023 | EMAIL TRANSFER SENT | 2000.00 | | 497107.96 |
| Oct 20, 2023 | NOFRILLS WALSH' | 23.72 | | 497084.24 |
| Oct 23, 2023 | THE HOME DEPOT | 6.71 | | 497077.53 |
| Oct 24, 2023 | T&T SUPERMARKET | 38.27 | | 497039.26 |
| Oct 25, 2023 | CANADIAN TIRE # | 17.84 | | 497021.42 |
| Oct 27, 2023 | CANADA | | 707.68 | 497729.10 |
| Oct 27, 2023 | CANADA | | 681.30 | 498410.40 |
| Oct 27, 2023 | MCDONALD'S #119 | 3.34 | | 498407.06 |
| Oct 27, 2023 | MCDONALD'S #119 | 1.67 | | 498405.39 |
| Oct 27, 2023 | HUGHES PETROLEU | 50.00 | | 498355.39 |
| Oct 27, 2023 | MCDONALD'S #119 | 1.67 | | 498353.72 |
| Oct 30, 2023 | -5501 | | 45.63 | 498399.35 |
| Oct 30, 2023 | NO DESC | | 200.00 | 498599.35 |
| Oct 30, 2023 | NO DESC | | 1400.00 | 499999.35 |
| Oct 30, 2023 | NO DESC | | 900.00 | 500899.35 |
| Oct 30, 2023 | MCDONALD'S #751 | 1.67 | | 500897.68 |
| Oct 31, 2023 | EMAIL TRANSFER SENT | 500.00 | | 500397.68 |
| Nov 01, 2023 | NO DESC | | 1250.00 | 501647.68 |
| Nov 01, 2023 | THE HOME DEPOT | 16.15 | | 501631.53 |
| Nov 01, 2023 | DIR.ENERGY REG | 171.82 | | 501459.71 |
| Nov 03, 2023 | HUGHES PETROLEU | 50.00 | | 501409.71 |
| Nov 06, 2023 | BR TO BR - 4329 | | 460.00 | 501869.71 |
| Nov 06, 2023 | PART SOURCE # 7 | 71.38 | | 501798.33 |
| Nov 06, 2023 | BR TO BR - 4329 | 460000.00 | | 41798.33 |
| Nov 06, 2023 | PTB WITHDRAWAL ED59-8258 | 50.00 | | 41748.33 |
| Nov 06, 2023 | CASH WITHDRAWAL | 460.00 | | 41288.33 |
| Nov 07, 2023 | PART SOURCE #72 | 104.99 | | 41183.34 |
| Nov 07, 2023 | 7-ELEVEN #33182 | 10.00 | | 41173.34 |
| Nov 07, 2023 | PART SOURCE # 7 | 7.34 | | 41166.00 |
| Nov 07, 2023 | PART SOURCE # 7 | 104.99 | | 41061.01 |
| Nov 08, 2023 | W EDM IND HUSKY | 20.00 | | 41041.01 |
| Nov 08, 2023 | DOMO GAS # 175 | 10.00 | | 41031.01 |
| Nov 08, 2023 | WHOLESALE AUTOP | 41.72 | | 40989.29 |
| Nov 09, 2023 | PICK-N-PULL #21 | 8.07 | | 40981.22 |
| Nov 09, 2023 | HUGHES PETROLEU | 30.00 | | 40951.22 |
| Nov 09, 2023 | T&T SUPERMARKET | 10.38 | | 40940.84 |
| Nov 10, 2023 | THE HOME DEPOT | | 10.03 | 40950.87 |
| Nov 10, 2023 | THE HOME DEPOT | 10.03 | | 40940.84 |
| Nov 14, 2023 | SENIORS REBATE | | 4.00 | 40944.84 |
| Nov 14, 2023 | CANADIAN TIRE # | 37.68 | | 40907.16 |

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|--------------|--------------------------|--------|----------|----------|
| Nov 14, 2023 | PTB WITHDRAWAL EC96-1030 | 200.00 | | 40707.16 |
| Nov 14, 2023 | HUGHES PETROLEU | 30.00 | | 40677.16 |
| Nov 14, 2023 | MONTHLY FEE | 16.95 | | 40660.21 |
| Nov 16, 2023 | HUGHES PETROLEU | 50.00 | | 40610.21 |
| Nov 17, 2023 | PTB WITHDRAWAL EJ52-9323 | 200.00 | | 40410.21 |
| Nov 20, 2023 | PTB WITHDRAWAL EJ52-9456 | 200.00 | | 40210.21 |
| Nov 20, 2023 | T&T SUPERMARKET | 29.60 | | 40180.61 |
| Nov 22, 2023 | WAWANESA INS | 268.07 | | 39912.54 |
| Nov 23, 2023 | HUGHES PETROLEU | 50.00 | | 39862.54 |
| Nov 23, 2023 | WAWANESA INS | 194.49 | | 39668.05 |
| Nov 24, 2023 | NO DESC | | 1300.00 | 40968.05 |
| Nov 27, 2023 | THE HOME DEPOT | | 8.51 | 40976.56 |
| Nov 28, 2023 | CANADA | | 681.30 | 41657.86 |
| Nov 28, 2023 | CANADA | | 707.68 | 42365.54 |
| Nov 29, 2023 | HUGHES PETROLEU | 50.00 | | 42315.54 |
| Dec 01, 2023 | NO DESC | | 1250.00 | 43565.54 |
| Dec 01, 2023 | HUGHES PETROLEU | 50.00 | | 43515.54 |
| Dec 01, 2023 | CANADIAN TIRE # | 6.81 | | 43508.73 |
| Dec 01, 2023 | PTB WITHDRAWAL EJ52-0123 | 200.00 | | 43308.73 |
| Dec 04, 2023 | PTB WITHDRAWAL EJ52-0291 | 150.00 | | 43158.73 |
| Dec 04, 2023 | EMAIL TRANSFER SENT | 500.00 | | 42658.73 |
| Dec 05, 2023 | CANADA | | 3259.37 | 45918.10 |
| Dec 06, 2023 | NO DESC | | 25.00 | 45943.10 |
| Dec 07, 2023 | WAWANESA INS | 308.07 | | 45635.03 |
| Dec 08, 2023 | NO DESC | | 25.00 | 45660.03 |
| Dec 11, 2023 | HUGHES PETROLEU | 50.00 | | 45610.03 |
| Dec 11, 2023 | EMAIL TRANSFER SENT | 300.00 | | 45310.03 |
| Dec 12, 2023 | SERVICE CANADA | 160.00 | | 45150.03 |
| Dec 14, 2023 | SENIORS REBATE | | 4.00 | 45154.03 |
| Dec 14, 2023 | MONTHLY FEE | 16.95 | | 45137.08 |
| Dec 18, 2023 | PTB DEPOSIT ED82-4202 | | 229.50 | 45366.58 |
| Dec 18, 2023 | PTB DEPOSIT ED82-4200 | | 162.50 | 45529.08 |
| Dec 18, 2023 | PTB ED82-4201 | 50.00 | | 45479.08 |
| Dec 18, 2023 | PTB WITHDRAWAL EJ52-1049 | 100.00 | | 45379.08 |
| Dec 20, 2023 | CANADA | | 1367.69 | 46746.77 |
| Dec 20, 2023 | CANADA | | 681.30 | 47428.07 |
| Dec 22, 2023 | -6161 | | 579.00 | 48007.07 |
| Dec 22, 2023 | DIRECT ENERGY | 602.99 | | 47404.08 |
| Dec 27, 2023 | HUGHES PETROLEU | 50.00 | | 47354.08 |
| Dec 27, 2023 | WAWANESA INS | 194.49 | | 47159.59 |
| Jan 02, 2024 | NO DESC | | 1300.00 | 48459.59 |
| Jan 02, 2024 | NO DESC | | 1250.00 | 49709.59 |
| Jan 04, 2024 | DEPOSIT | | 20000.00 | 69709.59 |
| Jan 08, 2024 | EMAIL TRANSFER SENT | 500.00 | | 69209.59 |
| Jan 08, 2024 | WAWANESA INS | 268.07 | | 68941.52 |
| Jan 12, 2024 | SENIORS REBATE | | 4.00 | 68945.52 |
| Jan 12, 2024 | MONTHLY FEE | 16.95 | | 68928.57 |



Appendix G

A copy of the 128 Street Property Certificate of Title
dated December 29, 2023



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0015 247 265 RN60;9;6 222 137 688

LEGAL DESCRIPTION
PLAN RN60 (LX)
BLOCK 9
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;53;12;S

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 172 330 068

| REGISTERED OWNER(S) | | | | |
|---------------------|------------|------------------|-------------|----------------|
| REGISTRATION | DATE (DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
| 222 137 688 | 16/06/2022 | TRANSFER OF LAND | \$1,200,000 | SEE INSTRUMENT |

OWNERS
DAVID GARY LEE
OF 11026-128 STREET NW
EDMONTON
ALBERTA T5M 0W6

| ENCUMBRANCES, LIENS & INTERESTS | | |
|---------------------------------|--------------|--|
| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
| 172 330 069 | 12/12/2017 | MORTGAGE MORTGAGEE - SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD NW EDMONTON ALBERTA T6N1H5 ORIGINAL PRINCIPAL AMOUNT: \$937,500 |
| 222 161 120 | 20/07/2022 | MORTGAGE MORTGAGEE - 924825 ALBERTA LTD. |

 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

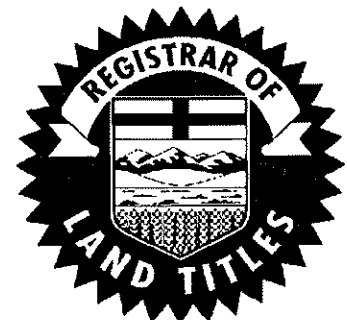
 PENDING REGISTRATION QUEUE

| 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.

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

Appendix H

A copy of the 924825 Alberta Ltd. Mortgage

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

222174031

ORDER NUMBER: 49232043

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

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MORTGAGE

THE LAND TITLES ACT OF ALBERTA

Judy Ping Chen also known as Judy Chen of 11026 – 128 Street NW, Edmonton, Alberta T5M 0W6 and David Gary Lee of 11026 – 128 Street NW, Edmonton, Alberta T5M 0W6 hereinafter called the Mortgagor, being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon of that piece of land situate in the Province of Alberta as follows:

SEE ATTACHED SCHEDULE "A"

(which together with buildings, improvements and fixtures thereon are hereinafter called the "said lands").

In consideration of the sum of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 (\$1,800,000.00) DOLLARS** of lawful money of Canada, loaned to the Mortgagor by 924825 Alberta Ltd. of Box 78064, 6655 178 Street NW, Edmonton, Alberta T5T 6A1 who and whose successors and assigns are hereinafter called the Mortgagee, the receipt of which sum the Mortgagor does hereby acknowledge, covenant with the Mortgagee as follows:

1. That the Mortgagor hereby acknowledges that the Mortgagor is obligated to pay to the Mortgagee the obligations (as hereinafter defined) in the manner agreed to between the Mortgagee and the Mortgagor. In this Mortgage, "Obligations" means collectively, payment of all amounts owing to the Mortgagee by the Mortgagor from time to time, whether present or future, direct or indirect, absolute or contingent, matured or not and however arising pursuant to any loan agreement, trade payables, revolving line of credit, notes or debt instruments and including principal, interest and costs. The Mortgagor will pay to the Mortgagee in lawful money of Canada, the Obligations to the Mortgagor on demand.
2. Subject to Paragraph 3 of this mortgage, the Mortgagor will pay when and as the same fall due all taxes, rates, liens, charges and encumbrances or claims which are or may be or become charges or claims against the said lands or on this mortgage or on the Mortgagee in respect of this mortgage.
3. With respect to municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the said lands, it is MUTUALLY AGREED between the Mortgagor and the Mortgagee that the Mortgagee may by notice in writing to the Mortgagor elect to require the Mortgagor to pay to the Mortgagee in monthly instalments on the dates on which instalments of principal and interest are payable hereunder, sums sufficient to enable the Mortgagee to pay the whole amount of the taxes as estimated by the Mortgagee on or before the due date for payment thereof or, if such amount is payable in instalments on or before the due date for payment of the first instalment thereof; and the Mortgagor shall also pay the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount; and the Mortgagee, pursuant to the terms of this mortgage and at the Mortgagee's discretion, may advance sufficient funds to pay the annual taxes and assessments due or to become due against the said lands and such advance shall

be considered to form part of the principal sum hereby secured; and the Mortgagor accepts and agrees that no interest shall be payable on the amounts paid to the Mortgagee for tax purposes under this clause; and the Mortgagee agrees to apply such payments on the taxes chargeable against the said lands so long as the Mortgagor is not in default under any covenant, proviso or agreement contained herein, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of taxes oftener than yearly. Provided, however, that if, before any sum or sums so paid to the Mortgagee shall have been so applied, there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may apply such sum or sums in or towards payment of the principal and or interest in default. The Mortgagor further covenants and agrees to transmit to the Mortgagee the assessment notices, tax bills, and other notices affecting the imposition of taxes forthwith after the receipt of same.

4. That the Mortgagor will forthwith insure and keep insured during the continuance of this security against loss or damage by fire and any other insurable perils that may be deemed necessary by the Mortgagee, the buildings on the said lands during their erection and thereafter, and in the sum of not less than their fully insurable value of lawful money of Canada; and the policy or policies of insurance shall contain no co-insurance clause and at the option of the Mortgagee shall contain a replacement cost endorsement, and if the said lands contain boilers or pressure vessels the Mortgagor shall supply to the Mortgagee boiler and pressure vessel insurance insuring the said lands against loss or destruction by reason of boiler or pressure vessel eruption or explosion; and if the said lands are now or at any time during the term hereof, rented or leased, by the Mortgagor to any tenant or tenants the Mortgagor shall, at the option of the Mortgagee, keep the said lands insured in form and wording satisfactory to the Mortgagee against loss of rental income in an amount determined by the Mortgagee. All such insurances shall be carried in the company or companies to be approved by the Mortgagee to whom the loss for such policies shall be made payable with the Mortgagee's mortgage clause affixed to each policy by the insurer, and the Mortgagor will pay all premiums and sums of money necessary for such purposes as the same shall become due, and will forthwith assign and deliver to the Mortgagee the policy or policies of insurance and all renewal receipts and renewals thereto appertaining, and will deliver evidence of renewal to the Mortgagee at least three days prior to the expiration of any policy; and in the event of any breach of the foregoing covenants respecting insurance the Mortgagee may at its option effect such insurance on behalf of the Mortgagor, and if for any reason the Mortgagee is unable to effect or maintain such insurance the whole of the moneys hereby secured remaining unpaid shall forthwith become due and payable; and forthwith on the happening of any loss or damage as aforesaid the Mortgagor at the expense of the Mortgagor will furnish all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys; and any such insurance moneys received by the Mortgagee may at the option of the Mortgagee be applied in repairing or rebuilding the said lands, or be applied to the payment of the moneys hereby secured (whether or not any amount is then due) in such manner as the Mortgagee may determine, or be paid to the Mortgagor or any person appearing by the registered title to be the owner of the said lands, or to be applied partly in one way and partly in another.
5. That all erections and improvements fixed or otherwise now on or hereafter put upon the said lands, including but without limiting the generality of the foregoing, all fences, heating,

plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the realty and of the security and are included in the expression "the said lands"; and that the Mortgagor will not commit or permit any act of waste thereon; and that the Mortgagor will at all times during the continuance of this security, repair, maintain, restore, amend, keep, make good, finish, add to and put in order the same; and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice; and upon the Mortgagor's failure to repair, rebuild or reinstate within such time such failure shall constitute a breach of a covenant hereunder and thereupon the mortgage moneys shall at the option of the Mortgagee become immediately due and payable, without any demand by the Mortgagee upon the Mortgagor.

6. The Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of any instalment or any other moneys payable hereunder by the Mortgagor, or on breach of any covenant, proviso or agreement herein contained, after all or any part of the moneys hereby secured have been advanced, the Mortgagee may at such time or times as the Mortgagee may deem necessary and without the concurrency of any person, enter upon the said lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on said lands, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the said lands as the Mortgagee may deem expedient; all reasonable costs, charges and expenses, including allowances for the time and services of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the said lands and shall bear interest at the mortgage rate until paid.
7. The Mortgagor further covenants and agrees with the Mortgagee that in the event of default being made in any of the covenants, agreements, provisos or stipulations expressed or implied herein:
 - a. The Mortgagee may, at the expense of the Mortgagor and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenants, agreements, proviso or stipulation.
 - b. The Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the said lands; and a solicitor to examine and report upon the title to the same.
 - c. The Mortgagee or agent of the Mortgagee may enter into possession of the said lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the said lands, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease.

- d. It shall and may be lawful for and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the said lands, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the said lands, as much of the mortgage moneys as shall from time to time be or remain in arrears and unpaid, together with costs, charges and expenses attending such levy or distress; as in like cases of distress for rent.
- e. The Mortgagee may sell and dispose of the said lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and any notice may be effectually given leaving the same with a grown up person on the said lands occupied, or by placing the same thereon, or on any part thereof, if unoccupied or at the option of the Mortgagee by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To whom it may concern"; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said lands hereunder, and the Mortgagee may sell, transfer and convey any part of the said lands on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and the sales may be made from time to time of part of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to the title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may put in or rescind or vary any contract for sale; and on any sale or release, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case any sale held by the Mortgagee under and by virtue of the laws of the Province of Alberta under the power of sale herein contained should prove abortive the Mortgagee may take foreclosure proceedings in respect of the said lands in accordance with the provisions of the laws of the Province of Alberta in that behalf; and in the event of any deficiency on account of the moneys secured by this Mortgage remaining due to the said Mortgagee after realizing all the said lands then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the rate aforesaid.
- f. The whole of the mortgage moneys shall, at the option of the Mortgagee, become due and payable.
- g. The Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor.

8. The Mortgagor also covenants and agrees with the Mortgagee that:

- a. The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's rights to interests at the rate and times herein provided. Further that the said judgment shall provide that interest thereon be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.
- b. The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys herein secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof; either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured, and no person shall have the right to require the mortgage moneys to be apportioned.
- c. No extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured.
- d. In the event that this mortgage is a building mortgage, it is the intention of the parties hereto that the building or buildings being erected or to be erected on the said land form part of the security for the full amount of the moneys secured by this mortgage and that all advances on this mortgage are to be made from time to time in the future in accordance with the progress of such building or buildings and/or upon its or their completion and occupation for sale and further that the Mortgagor will construct the building, buildings, or other improvements on the said lands in accordance with plans and specifications which have been or which may hereafter be approved by the Mortgagee and will carry on diligently to completion the construction of the said building, buildings, or other improvements.
- e. In the event that moneys are to be advanced from time to time as aforesaid, the Mortgagor shall not convey, transfer, mortgage, alienate, or otherwise encumber the said lands until the full amount of the moneys hereby secured shall have been advanced and any such dealing with the said lands shall be deemed a breach of covenant unless and until the Mortgagee has expressly consented thereto.
- f. That neither execution nor registration nor acceptance of this mortgage, nor the advance of part of the money secured hereby shall bind the Mortgagee to advance the said Principal sum or any unadvanced portion thereof, but nevertheless this Mortgage shall take effect forthwith on the execution of these presents, and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the

Mortgagor at any future date or dates and the amount of such advances then so made shall be secured hereby and repayable with interest as herein provided.

- g. All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the said lands and the title thereto, and for making or maintaining this mortgage a first charge on the said lands, together with all sums which the Mortgagee may and does from time to time advance expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or towards payment of prior liens, charges, encumbrances or claims charged or to be charged against the said lands or on this mortgage or on the Mortgagee in respect of this mortgage and in maintaining, repairing, restoring or completing the said lands, and in inspecting, leasing, managing, or improving the said lands, including the price or value of any goods of any sort or description supplied to be used on the said lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder of subsisting, and an allowance for the time, work and expenses of the Mortgagee, or any agent, solicitor or employee of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the said lands, together with interest thereon at the said rate, and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment, except as herein otherwise provided, and all such sums together with interest thereon are included in the expression "the mortgage moneys".
- h. The Mortgagor will pay on demand all the Mortgagee's solicitors' costs as between solicitor and client incurred or paid by the Mortgagee as a result of default hereunder or of endeavouring to collect with or without suit any money payable hereunder, or of taking, recovering or keeping possession of the said lands, and generally in any other proceeding, matter or thing taken or done to protect or realize this security or any other security for this loan, and the same shall be a charge upon the said lands in favour of the Mortgagee and shall bear interest at the said rate until paid.
- i. In the event of the mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off, shall be final and binding on the Mortgagor.
- j. The Mortgagee shall not be charged with any moneys receivable or collectible out of the said lands or otherwise, except those actually received; and all revenue of the said lands received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee be used in maintaining or insuring or improving the said lands, or in payment taxes or other charges against said lands, or applied on the mortgage account, and the Mortgagee, may at its option, retain such moneys received or collected in suspense account and

shall not be under any liability to pay interest on any sums in suspense account; and the Mortgagee shall not by reason of the collection of any moneys receivable or collectable out of the said lands be deemed to be a Mortgagee in possession.

- k. The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the lands and buildings thereon.
- l. All moneys whether principal, interest, or any other moneys payable to the Mortgagee under the terms of this mortgage shall be payable, in lawful money of Canada, to the Mortgagee, at the address of the Mortgagee set out on the first page of this Mortgage, or such other place as may be designated by the Mortgagee.
- m. In the event that the Mortgagor shall make any sale of the said lands at any time during the currency of this mortgage, all moneys then remaining owing under this mortgage shall at the option of the Mortgagee become immediately due and payable.
- n. In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals payable by such tenant or tenants to the Mortgagee as additional collateral and security for the payment of the moneys from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest becoming due under this mortgage or unless otherwise agreed; and the Mortgagee shall not by reason of such collection of rents pursuant to this assignment be deemed to be a Mortgagee in possession or held accountable for any moneys except those actually received and collected.
- o. That the Mortgagor shall not make, or permit to be made, any additions or alterations to the said lands without the written consent of the Mortgagee; and shall not use the said lands nor permit them to be used, without the written consent of the Mortgagee, for a purpose other than that disclosed to the Mortgagee in the application of this mortgage.
- p. In the event of the registration of any builders lien or liens against the said lands or in the event that any building being erected thereon being allowed to remain unfinished or without any work being done on them for a period of ten days, the principal and interest hereby secured shall, at the option of the Mortgagee, forthwith become due and payable.
- q. Provided further that no sale or other dealings by the Mortgagor with the said lands or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of the moneys hereby secured.
- r. That when the context makes it possible the word "Mortgagee" wherever it occurs in this mortgage shall include the successors and assigns of the Mortgagee, and the

word "Mortgagor" shall include heirs, executors, administrators, successors and assigns of the Mortgage and the word "person" shall include any body corporate or politic; and the words in the singular include the plural, and the words in the plural include the singular, and words importing the masculine gender include the feminine; and all covenants herein contained and implied are to be construed as both joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, provisos and agreements herein contained or implied.

9. The Mortgagor further covenants and agrees with the Mortgagee that the Mortgagor:
 - a. has a good title to the said lands;
 - b. has the right to mortgage the said lands;
 - c. on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances;
 - d. will execute such further assurances of the said lands as may be requisite;
 - e. has done no act to encumber the said lands.
10. For better securing the punctual payment of the said mortgage moneys the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the said lands at a monthly rental equivalent to the monthly instalments secured hereby, the same to be paid on each day appointed for the payment of instalments; and if any judgment, execution or attachment shall be issued against any of the goods or lands of the Mortgagor or if the Mortgagor shall become insolvent or bankrupt or commit an act of bankruptcy within the meaning of The Bankruptcy Act or shall take the benefit of any statute relating to bankruptcy or insolvent debtors then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor, but neither this clause nor anything done by virtue thereof, shall render the Mortgagee a Mortgagee in possession or accountable for any moneys except those actually received. The Mortgagee may at any time after default hereunder enter upon the said lands, or any part thereof, and determine the tenancy hereby created without giving the Mortgagor any notice to quit.
11. If the Mortgagor derives income from the said lands at any time during the term hereof, the Mortgagor shall, when requested by the Mortgagee in writing, furnish to the Mortgagee, within ninety days from the date of such request, an audited financial statement for the Mortgagor's preceding fiscal year showing details of the annual rental income and expenditures with respect to the said lands.
12. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee.
13. This Mortgage may be renewed or an extension of time for the payment of the outstanding balance secured under this Mortgage granted, at the option of the Mortgagee, on such terms and conditions as the Mortgagee may, in its sole discretion, deem appropriate. Any agreement for the renewal of this Mortgage or for the extension of time for payment of the

outstanding balance secured under this Mortgage, or any part thereof, need not be registered in the Land Titles Office, but shall be effectual and binding upon the Mortgagor and upon all persons claiming through or under the Mortgagor or persons claiming any interest in the said lands or any part thereof when deposited or held in the offices of the Mortgagee, either in the Province of Alberta, or elsewhere.

14. The Mortgagor, when not in default hereunder shall have the privilege of prepaying the entire Mortgage amount or any part thereof without interest, penalty or bonus.
15. The Mortgagee may, upon any default whatsoever on the part of the Mortgagor in any payment of the principal sum or interest hereby secured, or in the observance or performance of any of the covenants, agreements or provisos herein contained, appoint a receiver of the income of the lands, or any part or parts thereof, and every such receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the receiver's acts or defaults; and such receiver shall have the power to demand, recover and receive all the income of the property of which he may be appointed receiver, by action, distress, or otherwise, either in the name of the Mortgagor or of the Mortgagee, and to give effectual receipts for the same; provided that such receiver may be removed and a new receiver appointed from time to time by the Mortgagee, by writing under the hand of any authorized agent or solicitor; and it is further agreed that such receiver shall be entitled to retain out of the monies received by him a commission of EIGHT (8%) per centum of the gross receipts, or such higher rate as any judge of any Court having jurisdiction may allow, upon application to him or it for the purpose, and also his disbursements in the collection of such income, and thereafter shall apply all monies received by him as such receiver as follows: namely, in discharge of all taxes, rates and accounts payable whatsoever affecting the lands and in keeping down all annual sums or other payments and the interest on all principal sums, if any, having priority to the mortgage in right whereof he is receiver; and in payment of the premiums on fire insurance payable under this mortgage; and the cost of all necessary or proper repairs to the lands and in payment of interest accruing due under the provisions of this mortgage and the balance, if any, thereafter upon the principal sum secured hereby; provided further that neither the existence of the foregoing relating to attornment to distraint for arrears, to entry upon the lands and to the said receivership, nor anything done by virtue thereof, shall render the Mortgagee, Mortgagee in possession, so as to be accountable for any monies except those actually received.
16. In addition to all other remedies contained herein, the Mortgagor covenants and agrees with the Mortgagee that in the event of default in any prior mortgage registered against the mortgaged premises, the Mortgagee may, upon evidence satisfactory to the Mortgagee of such default, pay all such sums as are required from time to time to bring the prior mortgage or mortgages into good standing, including legal fees taxable in respect thereof, and all such monies are to be secured hereby and shall be a charge on the mortgaged premises, together with interest thereon at the said rate, and all such monies shall be repayable to the Mortgagee on demand, or if not demanded, then in the next ensuing instalment of principal and interest payable hereunder except as herein otherwise provided, and all such sums, together with interest thereon, are included in the expression "the mortgage monies". Payment of monies by cheque to the solicitor for such prior Mortgagee on account of mortgage arrears shall be deemed conclusive evidence of monies repayable under this section.

- 17. This mortgage is made in pursuance of The Land Titles Act.
- 18. Any limitation period that would otherwise apply to proceedings to enforce the mortgage shall be extended so that proceedings may be taken within ten years of the date that the latest payment is received by the Mortgagee, or any assignee of the Mortgagee, with respect to any sum payable under this mortgage from any party.
- 19. The Mortgagor and the Mortgagee covenant and agree that should the Mortgagee allege default by the Mortgagor, the Mortgagee shall be entitled, at its sole option and discretion, to commence foreclosure proceedings in any Judicial District it chooses, notwithstanding that the Land(s) which are the subject of the foreclosure proceedings are not situate therein.
- 20. For the better securing to the Mortgagee repayment in the manner aforesaid of the principal sum and other mortgage moneys hereby secured the Mortgagor does hereby mortgage to the Mortgagee all their estate, and interest in the land above described.

IN WITNESS WHEREOF the Mortgagor has duly executed these presents on this 18 day of April, 2022.

SIGNED SEALED AND DELIVERED in the presence of:

[Signature]
WITNESS

) Judy Chen
) Judy Ping Chen also known as Judy Chen
)
) [Signature]
) David Gary Lee

DOWER ACT AFFIDAVIT

I, Judy Ping Chen also known as Judy Chen, of Edmonton, in the Province of Alberta, MAKE OATH AND SAY in reference to the following legal descriptions:

FIRST:

**PLAN 1366HW
BLOCK 8
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS**

SECOND:

**PLAN 1324HW
BLOCK 6
LOT 6**

EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRD:

**PLAN 863HW
BLOCK 9
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS**

FOURTH:

**PLAN 7923201
BLOCK 62
LOT 47
EXCEPTING THEREOUT ALL MINES AND MINERALS**

FIFTH:

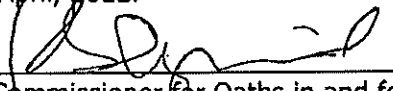
**PLAN RN23 (XXIII)
BLOCK 2
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS**

SIXTH:

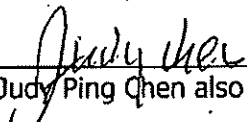
**PLAN 1722537
BLOCK 12
LOT 24B
EXCEPTING THEREOUT ALL MINES AND MINERALS**

1. THAT I am the Mortgagor named in the within instrument.
2. THAT I am not married

SWORN BEFORE ME at Edmonton, in)
the Province of Alberta, this 18 day)
of April, 2022.)



A Commissioner for Oaths in and for)
Alberta)



Judy Ping Chen also known as Judy Chen

ROBERT A. SPEIDEL
Barrister & Solicitor
11442 - 142 Street NW
Edmonton, AB T5M 1V1

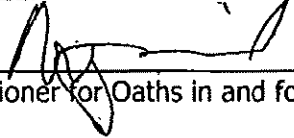
DOWER ACT AFFIDAVIT

I, David Gary Lee, of Edmonton, in the Province of Alberta, MAKE OATH AND SAY in reference to the following legal description:


**PLAN RN60 (LX)
BLOCK 9
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS**

- 1. THAT I am the Mortgagor named in the within instrument.
- 2. THAT neither myself nor my spouse have resided on the within mentioned lands at any time since our marriage.

SWORN BEFORE ME at Edmonton, in the Province of Alberta, this 18 day of April, 2022.



A Commissioner for Oaths in and for Alberta



David Gary Lee

ROBERT A. SPEIDEL
Barrister & Solicitor
11442 - 142 Street NW
Edmonton, AB T5M 1V1


AFFIDAVIT OF EXECUTION


CANADA
PROVINCE OF ALBERTA
TO WIT

) I, Robert A. Speidel
) of the City of Edmonton,
) in the Province of Alberta,
) MAKE OATH AND SAY:

1. THAT I was personally present and did see **Judy Ping Chen also known as Judy Chen** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said **Judy Ping Chen also known as Judy Chen** and she is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at Edmonton, in the Province of)
Alberta, this 19 day of April, 2022)


A COMMISSIONER FOR OATHS IN AND)
FOR ALBERTA)


Robert A. Speidel

BARBARA ANN SPEIDEL
A Commissioner for Oaths
in and for Alberta
Commission expires Dec. 12, 2023


AFFIDAVIT OF EXECUTION

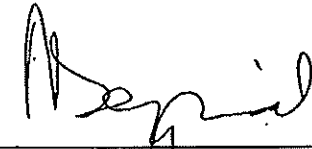
CANADA
PROVINCE OF ALBERTA
TO WIT

) I, Robert A. Speidel
) of the City of Edmonton,
) in the Province of Alberta,
) MAKE OATH AND SAY:

1. THAT I was personally present and did see **David Gary Lee** named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said **David Gary Lee** and he is, in my belief, of the full age of eighteen years.

SWORN BEFORE ME at Edmonton, in the Province of)
Alberta, this 19 day of April, 2022)


A COMMISSIONER FOR OATHS IN AND)
FOR ALBERTA)


Robert A. Speidel

BARBARA ANN SPEIDEL
A Commissioner for Oaths
in and for Alberta
Commission expires Dec. 12, 2023

SCHEDULE "A"

THE LANDS

FIRST:

**PLAN 1366HW
BLOCK 8
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS**

SECOND:

**PLAN 1324HW
BLOCK 6
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS**

THIRD:

**PLAN 863HW
BLOCK 9
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS**

FOURTH:

**PLAN 7923201
BLOCK 62
LOT 47
EXCEPTING THEREOUT ALL MINES AND MINERALS**

FIFTH:

**PLAN RN23 (XXIII)
BLOCK 2
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS**

SIXTH:

**PLAN 1722537
BLOCK 12
LOT 24B
EXCEPTING THEREOUT ALL MINES AND MINERALS**

SEVENTH:

**PLAN RN60 (LX)
BLOCK 9
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS**



222174031

222174031 REGISTERED 2022 08 09
MORT - MORTGAGE
DOC 1 OF 3 DRR#: D003FNF ADR/CMICHETT
LINC/S: 0012495231 +

Appendix I

Copies of the Certificates of Title for the Chen Properties



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0012 495 231 7923201;62;47 102 344 013

LEGAL DESCRIPTION
PLAN 7923201
BLOCK 62
LOT 47
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;52;33;W

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 072 404 999

| REGISTERED OWNER(S) | | | | |
|---------------------|------------|------------------|-----------|---------------|
| REGISTRATION | DATE (DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
| 102 344 013 | 29/09/2010 | TRANSFER OF LAND | \$360,000 | NOMINAL |

OWNERS

JUDY PING CHEN
OF 9424-102A AVE
EDMONTON
ALBERTA T5H 4L5

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---------------------|--------------|--|
| 792 244 471 | 04/10/1979 | UTILITY RIGHT OF WAY GRANTEE - THE CITY OF EDMONTON. AS TO PORTION OR PLAN:7922442 |
| 792 316 755 | 27/12/1979 | UTILITY RIGHT OF WAY GRANTEE - THE CITY OF EDMONTON. AS TO PORTION OR PLAN:7923202 |
| 072 405 000 | 09/07/2007 | MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. |

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
102 344 013

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

17603 100 AVE
EDMONTON
ALBERTA T5S2M1
ORIGINAL PRINCIPAL AMOUNT: \$284,250

072 593 042 03/10/2007 CAVEAT
RE : ENCROACHMENT AGREEMENT

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

222 174 032 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: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 2 DAY OF
JANUARY, 2024 AT 02:34 P.M.

ORDER NUMBER: 49233676

CUSTOMER FILE NUMBER: 839-64



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0015 415 632 RN23;2;23 102 344 039

LEGAL DESCRIPTION
PLAN RN23 (XXIII)
BLOCK 2
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 052 040 174

| REGISTERED OWNER(S) | | | | |
|---------------------|------------|------------------|-----------|---------------|
| REGISTRATION | DATE (DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
| 102 344 039 | 29/09/2010 | TRANSFER OF LAND | \$420,000 | NOMINAL |

OWNERS

JUDY PING CHEN
OF 9424-102A AVE
EDMONTON
ALBERTA T5H 4L7

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION | | |
|--------------|--------------|---|
| NUMBER | DATE (D/M/Y) | PARTICULARS |
| 132 030 193 | 30/01/2013 | MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 3000, 10303 JAPER AVE EDMONTON ALBERTA T5J3X6 ORIGINAL PRINCIPAL AMOUNT: \$250,000 |
| 222 174 031 | 09/08/2022 | MORTGAGE MORTGAGEE - 924825 ALBERTA LTD. |

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
102 344 039

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

BOX 78064, 6655-178 STREET NW
EDMONTON
ALBERTA T5T6A1
ORIGINAL PRINCIPAL AMOUNT: \$1,800,000

222 174 032 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: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 2 DAY OF
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ORDER NUMBER: 49233676

CUSTOMER FILE NUMBER: 839-64



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 664 753 1722537;12;24B 192 074 476

LEGAL DESCRIPTION
PLAN 1722537
BLOCK 12
LOT 24B
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;52;30;SE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 172 221 297 +1

| REGISTERED OWNER(S) | | | | |
|---------------------|------------|------------------|-------------|---------------|
| REGISTRATION | DATE (DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
| 192 074 476 | 29/03/2019 | TRANSFER OF LAND | \$1,000,000 | \$1 |

OWNERS

JUDY CHEN
OF 11026-128 ST
EDMONTON
ALBERTA T5M 0W6

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---------------------|--------------|--|
| 192 088 106 | 17/04/2019 | MORTGAGE MORTGAGEE - SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD NW EDMONTON ALBERTA T6N1H5 ORIGINAL PRINCIPAL AMOUNT: \$995,000 |
| 222 174 031 | 09/08/2022 | MORTGAGE MORTGAGEE - 924825 ALBERTA LTD. |

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
192 074 476

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

BOX 78064, 6655-178 STREET NW
EDMONTON
ALBERTA T5T6A1
ORIGINAL PRINCIPAL AMOUNT: \$1,800,000

222 174 032 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: 003

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).