

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

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



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Receiver:

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

Counsel:

Parlee McLaws LLP
1700 Enbridge Centre
10175 – 101 Street
Edmonton, AB, Canada T5J 0H3
Attention: Steven A. Rohatyn
Phone: 780.423.8177 Fax: 780.423.2870
srohatyn@parlee.com

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

TABLE OF CONTENTS

PURPOSE OF REPORT	3
BACKGROUND INFORMATION	4
INSOLVENCY EVENTS	5
RECEIVER'S ACTIVITIES.....	6
THE REFUND RECOVERY ACTION	8
MARKETING AND SALES PROCESS	11
THE IMAX LIEN.....	14
STATEMENT OF RECEIPTS AND DISBURSEMENTS	15
THE SENIOR SECURITY HELD BY KV CAPITAL	15
PRIORITY CLAIMS AND DISTRIBUTION	15
PROFESSIONAL FEES	16
RECEIVER'S CHARGE.....	18
CONCLUSION.....	19

Appendices

- A. A copy of the Receivership Order – August 17, 2023
- B. A copy of the Land Title Certificate – March 7, 2024
- C. A copy of the Attachment Order – January 19, 2024
- D. A copy of the Extension Order – February 5, 2024

- E. A copy of the Preservation Order – February 9, 2024
- F. A copy of the Consent Order – February 26, 2024
- G. A copy of the Chen Statement of Defence – February 20, 2024
- H. A copy of the Marcus & Millichap Marketing Brochure
- I. A copy of the Builders Lien – February 5, 2024
- J. Copies of the Imax Supporting Documents
- K. A copy of the interim statement of receipts and disbursements as at February 29, 2024
- L. A copy of the Personal Property Registry Search Result Report – March 7, 2024
- M. A copy of the Fee Affidavit of Kristin Gray
- N. A copy of the confirmation of receipt of the Notice to Media

Confidential Appendices

- 1. Copies of the sales and marketing proposals obtained by the Receiver
- 2. A copy of the accepted APA, Amendment to the Asset and Real Estate Purchase Agreement and Waiver of conditions
- 3. A summary of offers received
- 4. A copy of the Marcus & Millichap final marketing report

PURPOSE OF REPORT

5. Pursuant to an Order of the Court of King's Bench of Alberta granted August 17, 2023 (the "**Receivership Order**"), MNP Ltd. ("**MNP**") was appointed receiver and manager (the "**Receiver**") of all current and future assets, undertakings and properties of every nature and kind whatsoever of Jasper Summerlea Shopping Center (the "**Company**" or "**Jasper**"). A copy of the Receivership Order is attached as **Appendix "A"**.

6. This is the Receiver's eighth report to Court regarding the administration of the estate of the Company (the "**Eighth Report**"). This Eighth Report should be read in conjunction with the Receiver's First report to Court dated January 12, 2024 (the "**First Report**"), the Receiver's Second report to Court dated January 16, 2024 (the "**Second Report**"), the Receiver's Third report to Court dated January 17, 2024 (the "**Third Report**"), the Receiver's Fourth report to Court dated January 18, 2024 (the "**Fourth Report**"), the Receiver's Fifth report to Court dated January 23, 2024 (the "**Fifth Report**"), the Receiver's Sixth report to Court dated January 29, 2024 (the "**Sixth Report**"), and the Receiver's Seventh report to Court dated February 8, 2024 (the "**Seventh Report**") regarding the administration of the estate of the Company.

7. The purpose of the Eighth Report is to:
 - (i) Update this Honourable Court with the Receiver's activities;
 - (ii) Update this Honourable Court with respect to the status of litigation commenced by the Receiver, on behalf of the Company, towards the recovery of funds resulting from the negotiation of a GST refund cheque issued to the Company by the Canada Revenue Agency (the "**CRA**") following the Receiver's appointment following the Seventh Report (the "**Refund Recovery Action**");
 - (iii) Update this Honourable Court with respect to the marketing and sales efforts to date;
 - (iv) Assist in this Honourable Court's consideration of the Receiver's application for the approval of an offer made by West Edmonton Truckland Ltd. and/or its Nominee (the "**Purchaser**") to purchase the Property (as defined below) and approving the Asset and Real Estate Purchase Agreement entered into between the Receiver and the Purchaser (the "**APA**");

- (v) Provide this Honourable Court with an interim statement of receipts and disbursements for the period of August 17, 2023, to February 29, 2024;
- (vi) Assist this Honourable Court's consideration of the Receiver's application to make a distribution of funds held by the Receiver;
- (vii) Request the approval of the Receiver's activities to date;
- (viii) Request the approval of the Receiver's fees and that of the Receiver's independent legal counsel incurred to date;
- (ix) Assist this Honourable Court's consideration of the Receiver's application for an Order declaring the Imax Lien, as defined below, to be invalid and unenforceable;
- (x) Assist this Honourable Court's consideration of the Receiver's application to increase the Receiver's Charge granted in paragraph 18 of the Receivership Order from \$200,000 to \$400,000; and,
- (xi) Seek this Honourable Court's approval of a Restricted Court Access Order in relation to the Confidential Appendices hereto.

BACKGROUND INFORMATION

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

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

(the "**Property**" or "**Jasper Land**")
10. A copy of the Land Title Certificate with respect to the Property dated March 7, 2024, is attached as **Appendix "B"**.

11. The Jasper Land is a parcel of urban property, zoned as Shopping Centre Zone lands under the City of Edmonton's Land Use Bylaw 12800. It is located immediately to the North of West Edmonton Mall.
12. Jasper's business consisted of developing and leasing the Jasper Land, on which two improvements are situated, specifically, a fast-food restaurant leased to a well-known fast food chain and the in-progress (but since completed) construction of an extended-stay hotel comprised of 48 apartment style suites, three main floor commercial rental units (the "CRUs"), and an underground parkade (the "Hotel Project"). Two of the CRUs are subject to subsisting leases entered into with the Company pre-receivership.

INSOLVENCY EVENTS

13. Between January 28, 2021, and April 19, 2023, KV Capital Inc. ("**KV Capital**") advanced a total of \$6,500,000 (inclusive of amounts allocated towards interest reserve and applicable fees) to Jasper pursuant to the lending terms established under a Commitment Letter, dated November 24, 2020, and amended August 9, 2022.
14. As security for the obligations owing to KV Capital, Jasper granted KV Capital the following:
 - (i) A Mortgage dated December 13, 2020, as amended, and replaced by a Mortgage dated September 14, 2022 (the "**KV Mortgage**"). The KV Mortgage secures against the Jasper Land principal indebtedness of up to \$6,500,000 together with interest thereon and enforcement costs;
 - (ii) An Assignment of Rents and Leases dated December 13, 2020, as amended, and replaced by an Assignment of Rents and Leases dated September 14, 2022; and,
 - (iii) A security agreement, dated December 13, 2020, granting KV Capital a security interest in all the present and after acquired personal property of Jasper, together with all proceeds thereof.

(collectively, the "**KV Security**")

15. To facilitate the amendment of the KV Mortgage and assignment of rents, a third-party mortgagee, West Edmonton Truckland Ltd., agreed to postpone its registered mortgage security to KV Capital.
16. Jasper defaulted on its financial obligations to KV Capital and on June 19, 2023, KV Capital issued a demand to Jasper for immediate payment of the full balance outstanding to KV Capital. As of June 19, 2023, the indebtedness owing to KV Capital was \$6,679,729, plus interest and costs continuing to accrue thereon.
17. As of June 19, 2023, the Hotel Project was incomplete and required significant capital expenditures to complete, then estimated at \$2,000,000.
18. KV Capital was of the opinion that if sold as an incomplete Hotel Project the sale of the Jasper Land would yield a sale value significantly less than if the Hotel Project was completed.
19. Accordingly, to allow for the potential completion of the Hotel project, thereby maximizing the value derived from a sale of the Jasper Land, KV Capital applied for and obtained a Receivership Order on August 17, 2023.

RECEIVER'S ACTIVITIES

20. On August 18, 2023, the Receiver attended the Property, took possession, and secured the Hotel Project portion of the Property.
21. In addition to the above, the Receiver has performed the following:
 - (i) Changed all exterior locks on the Hotel Project;
 - (ii) Froze all bank accounts for the Company that were made available to the Receiver;
 - (iii) Reviewed in detail the Company's bank statements;
 - (iv) Reviewed existing insurance coverage and negotiated new property and general liability insurance coverage;
 - (v) Had discussions with current tenants regarding the collection of rent;

- (vi) Prepared a statement of estimated annual operating costs for the fast-food tenant;
- (vii) Transferred all utility accounts into the Receiver's name;
- (viii) Arranged for snow removal services at the Property;
- (ix) Prepared a cashflow to support the Receiver's borrowings;
- (x) Obtained Receiver's borrowings;
- (xi) Reviewed and finalized a budget for the completion of the Hotel Project;
- (xii) Entered into a Canadian Construction Document Committee Stipulated Price Contract ("CCDC") with Terrace Management Group Inc. ("**Terrace Management**") to complete the construction of the Hotel Project and obtain all necessary permits;
- (xiii) Assessed the value of three leased vehicles and disclaimed the leases to the respective financing companies;
- (xiv) Oversaw the completion of the Hotel Project completed by Terrace Management, including attending various progress meetings on site;
- (xv) Obtained and reviewed the books and records provided by the Company;
- (xvi) Prepared a creditor listing and sent notice of the Receivership to all known creditors;
- (xvii) Held discussions and obtained listing proposals from five real estate brokers to list and market the Property for sale;
- (xviii) Reviewed all listing proposals in detail and engaged Marcus & Millichap Real Estate Investment Services Canada Inc. ("**Marcus & Millichap**") to list and market the Jasper Land for sale;
- (xix) Engaged various third-party contactors to repair general maintenance items and ensure the integrity and preservation of the Property;

- (xx) Made various requests of the Company's management to provide outstanding information and books and records;
 - (xxi) Contacted the CRA to have current accounts closed as of the date of the Receivership and open new accounts for the Receiver; and,
 - (xxii) Commenced the Refund Recovery Action as further outlined in the First Report through Seventh Report, inclusive, and discussed below.
22. The construction of the Hotel Project is now complete and final occupancy permits were obtained from the City of Edmonton on February 7, 2024.
23. To date the total cost of construction under the CCDC is \$1,801,065, inclusive of tax. No material further construction costs are expected. A final holdback is being maintained by the Receiver and will be released in accordance with the legislation in the *Prompt Payment and Construction Lien Act*.
24. As noted above, two of the three CRUs in the Hotel Project are subject to lease agreements negotiated prior to the Receivership. The Receiver, with the assistance of its legal counsel, has negotiated various terms of the leases for the benefit of the estate. Both tenants have now taken possession of the leased premises. The third commercial bay remains vacant.
25. The Receiver has had various discussions and correspondence with Marcus & Millichap regarding the sales process, strategy, and interest to date.
26. The Receiver has received, reviewed, and responded to offers on the Jasper Land, accepting an offer, subject to Court approval, as discussed later in this Eighth Report.
27. The Receiver continues to complete the administrative requirements pursuant to the *Bankruptcy and Insolvency Act*, the Receiver set up a dedicated website to provide information to the Company's creditors and interested parties and held discussions with creditors regarding the status of the Receivership and the administration of the estate.

THE REFUND RECOVERY ACTION

28. As discussed in the First through Seventh Reports, the Receiver has traced the movement of a \$587,667 CRA GST refund cheque (the "**CRA Refund Cheque**") sent by mail to a

residential property owned by Chen. The CRA Refund Cheque was then deposited to a Royal Bank of Canada ("**RBC**") account held in the Company's name opened by Chen subsequent to the Receivership without the knowledge of the Receiver (the "**RBC Account**").

29. The funds deposited to the RBC Account were used for normal day to day consumer purchases, electronic transfers, bank drafts, and large cash withdrawals. Details of the significant cash withdrawals are as follows:
 - 1) \$40,000 which was deposited to an RBC account held jointly by Chen and Michelle Ming Lee (the "**Joint RBC Account**"); and
 - 2) \$500,000 which was deposited to an RBC account held by Kin Min Lee ("**Lee**" and the "**Lee RBC Account**").
30. The RBC Account was frozen upon its discovery by the Receiver. Residual funds held in the RBC Account were remitted to the Receiver in the amount of \$21,209.
31. The funds in the Joint RBC Account were used for normal day to day consumer purchases, electronic transfers, bill payments, and a \$19,804 cash withdrawal. The Receiver understands that it holds a nil balance.
32. \$460,000 of the funds held in the Lee RBC Account were then transferred to an account at the Bank of Montreal ("**BMO**") also held by Lee (the "**Lee BMO Account**").
33. The funds held in the Lee BMO Account were disbursed in the following manner:
 - 1) \$88,000 was transferred to a BMO Tax Free Savings Account ("**TFSA**") held in Lee's name and;
 - 2) A \$372,000 BMO bank draft was withdrawn and made payable to Lee (the "**BMO Draft**").
34. BMO has placed a hold on the TFSA account pending the resolution of the Refund Recovery Action.

35. The BMO Draft was negotiated at National Money Mart Corporation ("**Money Mart**") on January 18, 2024, and then disbursed to Lee in cash on January 25, 2024, in the amount of \$353,433 (the "**Money Mart Funds**").
36. On January 19, 2024, the Receiver obtained an Attachment Order (the "**Attachment Order**") against Chen in an effort to preserve assets and pending further judgement regarding the CRA Refund Cheque as further outlined in the Fifth Report. A copy of the Attachment Order is attached as **Appendix "C"**.
37. On February 5, 2024, the Receiver obtained an Order (the "**Extension Order**") granting an extension of the Attachment Order to March 1, 2024, unless otherwise varied or discharged. A copy of the Extension Order is attached as **Appendix "D"**.
38. On February 9, 2024, the Receiver obtained an Order (the "**Preservation Order**") directing Lee to pay the Money Mart Funds to the Receiver's counsel to be held in trust pending a further Order or if the Money Mart Funds or any portion thereof are not in Lee's possession, he shall file an Affidavit providing a full accounting. A copy of the Preservation Order is attached as **Appendix "E"**.
39. As of the date of this Report, Lee has failed to pay the Money Mart Funds to the Receiver's counsel nor has Lee filed an Affidavit of accounting.
40. We understand, however, that Lee is in the process of retaining legal counsel. To aid in these efforts, the Receiver has agreed that \$10,000 of the frozen funds held in the Lee BMO Account may be released to Lee's prospective counsel for payment of a retainer. We understand that as of March 4, 2024, BMO was waiting for consent from Lee and his proposed counsel to affect this transfer.
41. On February 26, 2024, counsel for Chen consented to an Order (the "**Consent Order**") further extending the duration of the Attachment Order. A copy of the Consent Order is attached as **Appendix "F"**.
42. Chen has filed a Statement of Defence in the Refund Recovery Action, a copy of which is attached as **Appendix "G"**.

MARKETING AND SALES PROCESS

i. Request for Sales and Marketing Proposals

43. Regarding the marketing of the Jasper Land, the Receivership Order authorizes the Receiver to market the Property of the Company but does not set out a specific process in that regard.
44. The Receiver obtained sales and marketing proposals from the following real estate brokers;
 - (i) Marcus & Millichap
 - (ii) Avison Young Commercial Real Estate Services, LP
 - (iii) NAI Commercial Real Estate Inc.
 - (iv) Jones Lange LaSalle Inc.
 - (v) Re/Max Excellence Commercial Division
45. Copies of the sales and marketing proposals can be found in **Confidential Appendix 1**.
46. After review and discussions with various stakeholders, the Receiver engaged Marcus & Millichap to list and market the Property on an "as is, where is" basis. Key attributes of the Marcus & Millichap proposal included:
 - (i) Knowledge and familiarity with the hotel and commercial market;
 - (ii) Thorough analysis to support its recommended list price based on an income approach;
 - (iii) Prior experience with listing the Property for sale prior to the Receivership;
 - (iv) A commission structure of:
 - Commission fee of 2.5% of the gross sale price of the Property;

- Commission fee of 3.0% of the gross sale price of the Property in the event the purchase price exceeds \$19,000,000; or,
 - Commission fee of 1.5% of the gross sale price of the Property in the event of a credit bid by a secured creditor;
- (v) An elaborate and tailored marketing plan, including email and telephone campaigns, a dedicated webpage and data room, social media marketing, and 360-degree photos.

ii. The Marcus & Millichap Marketing and Sales Process

47. The Receiver met with Marcus & Millichap and held discussions regarding the marketing process, strategy, and timeline.
48. Marcus & Millichap prepared and obtained the Receiver's approval of a marketing brochure (the "**Marketing Brochure**") to be sent to prospective purchasers. The Marketing Brochure was available on Marcus & Millichap's website and the Receiver's dedicated case website. A copy of the Marketing Brochure is attached as **Appendix "H"**.
49. Marcus & Millichap launched the marketing of the Property on December 5, 2023, with a list price of \$19,500,000 and a bid deadline of January 30, 2024.
50. To ensure maximum exposure within the marketplace during the listing period, Marcus & Millichap posted the listing online as well as sent an email to 2,808 potential clients. The email was opened by 955 unique contacts and the additional information link was clicked over 45 times.
51. The Receiver posted a link to the dedicated Marcus & Millichap webpage and contact information for Marcus & Millichap on the Receiver's case website and MNP's "Assets For Sale" website.
52. Marcus & Millichap set up a virtual data room to facilitate further due diligence for interested parties who executed confidentiality agreements.

iii. Results of the Marcus & Millichap Marketing and Sales Process

53. During the listing period, 36 parties executed confidentiality agreements requesting due diligence materials and access to the virtual data room. From this interest, Marcus & Millichap facilitated multiple viewings of the Property and at the bid deadline, presented three offers to the Receiver for consideration.
54. The Receiver received a conditional offer to purchase the Property from the Purchaser on January 30, 2024. The offer was accepted by the Receiver on February 6, 2024, and the Purchaser waived all conditions on February 7, 2024. A copy of the accepted APA, Amendment to the Asset and Real Estate Purchase Agreement, and Waiver of Conditions are attached as **Confidential Appendix 2**.
55. A summary of the offers received is attached as **Confidential Appendix 3**.
56. Based on the Receiver's review and analysis of the offers received, the Receiver believes the APA to be the best offer that resulted from the sales process. In addition, the APA is free of any conditions for the Purchaser and only a condition in favor of the Receiver requiring the approval of this Honourable Court.
57. Marcus & Millichap has informed the Receiver that they believe the Property was exposed to the market sufficiently to generate the best offer. A final marketing report was prepared by Marcus & Millichap detailing the sales and marketing process, offers received and ultimately supporting acceptance and approval of the APA, a copy of which is attached as **Confidential Appendix 4**. As a result, the Receiver believes the APA is reasonable given current market conditions and will provide the greatest recovery to the Company's creditors and stakeholders.
58. The Receiver fully supports the approval of the APA and the pronouncement of the necessary Sale Approval and Vesting Order for the following reasons:
 - i. The Property has been exposed to a wide market as a result of Marcus & Millichap's marketing efforts, as detailed above;
 - ii. The APA is the best offer received;
 - iii. The APA is an unconditional cash offer;

- iv. A deposit has been received by Parlee McLaws LLP ("**Parlee**"), counsel for the Receiver, as contemplated by its terms; and,
 - v. The APA will result in a timely disposition of the Property which is of benefit to the estate given ongoing carrying costs.
59. The sale of the Property pursuant to the APA is supported by the Company's secured creditor, KV Capital.
60. The Receiver respectfully requests that this Honourable Court approve the APA.

THE IMAX LIEN

61. On February 20, 2024, a Statement of Lien was registered on title to the Property by Imax Electrical Service Inc. ("**Imax**") as Instrument No. 242 049 097 (the "**Imax Lien**"). A copy of the Builder's Lien is attached as **Appendix "I"**.
62. The Imax Lien states that the lien is claimed in respect of electrical wiring and purports that work was completed or materials were last furnished by Imax on January 2, 2024.
63. The Receiver confirms that Imax Electrical was not engaged through the Receiver, nor through Terrace Management, the Receiver's general contractor under the CCDC, in the completion of the Hotel Project. Terrace Management has confirmed Imax Electrical has not been on site completing electrical work since prior to the Receivership Order. On December 21, 2023, a representative of Terrace Management forwarded to the Receiver an email received from Imax describing the work performed by Imax and attaching a copy of its outstanding Invoice and timesheet (the "**Imax Supporting Documents**"). Copies of the email and Imax Supporting Documents are collectively attached as **Appendix "J"**.
64. The Receiver notes that the amount claimed due in the Imax Lien very nearly approximates the amount set forth in the Imax Supporting Documents.
65. The Receiver's counsel has opined that the Imax Lien is invalid and unenforceable.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

66. A copy of the interim statement of receipts and disbursements for the period of August 17, 2023, to February 29, 2024, is attached as **Appendix "K"**. Receipts and disbursements from the Receiver's trust account to date total \$2,279,566 and \$2,069,699, respectively.
67. As at February 29, 2024, the Receiver held \$210,867 in its trust account.

THE SENIOR SECURITY HELD BY KV CAPITAL

68. Subject to the below discussion, the KV Security is first ranked amongst the Company's secured creditors.
69. A copy of the Personal Property Registry Search Result Report as of March 7, 2024, is attached as **Appendix "L"**.
70. The Receiver has obtained a legal opinion from its legal counsel confirming the KV Capital security to be valid and enforceable, subject to the normal qualifications and assumptions contained in an opinion of that nature.
71. As at March 1, 2024, the amount owing to KV Capital pursuant to the KV Security is \$7,416,788, plus interest and costs on the go forward.

PRIORITY CLAIMS AND DISTRIBUTION

72. The Receiver is aware of two claims it believes rank in priority to KV Capital;
- (i) Funds borrowed by the Receiver to date in the principal amount of \$2,000,000 pursuant to the borrowing charge in the Receivership Order; and,
 - (ii) Unpaid property taxes owing to the City of Edmonton in the amount of \$170,096 as at August 21, 2023. All outstanding property taxes will be paid from sale proceeds on closing.
73. As at March 1, 2023, the amount owing to KV Capital related to Receiver's borrowings including interest and fees was \$2,107,835.

74. As at the date of Receivership, the Company had no employees and the Receiver understands there were no amounts owing for wages, vacation pay, or severance. Accordingly, no priority claims related to the *Wage Earner Protection Program Act* are believed to exist.
75. The receiver has reviewed correspondence from the CRA as it relates to the Company's GST account and due to the nature of the Hotel Project, the Receiver predicts a refund position due to construction related input tax credits for the period January 1, 2023, to the date of the Receivership. The Receiver is currently working with the Company's accountant to file the outstanding GST return.
76. The Receiver has reviewed the books and records of the Companies and is not aware of any claims that would take priority to KV Capital.
77. Given the quantum of the proposed sale and in an attempt to limit accruing interest on the priority claims, the Receiver proposes to make the following distributions upon closing of the proposed sale of the Property:
- (i) Payment to KV Capital in the amount of \$2,107,835, plus any additional interest accruing to the date of payout, for repayment of the Receiver's borrowings; and,
 - (ii) Payment to KV Capital in the amount of \$7,416,788, plus any additional interest accruing to the date of payout, for repayment of the indebtedness outstanding under the KV Security.

PROFESSIONAL FEES

i. Summary of Receiver's Accounts

78. A summary and copies of the Receiver's invoices rendered during the period of August 8, 2023, to December 31, 2023, are attached as **Exhibit A** to the Fee Affidavit (the "**Affidavit**") sworn by Kristin Gray in this Action. A copy of the Affidavit is attached as **Appendix "M"**.
79. The total Receiver fees to December 31, 2023, are \$108,773 and disbursements are \$123 as summarized in the table below:

	\$
Fees	108,773
Disbursements	123
GST	5,445
Total	114,341

ii. Receiver Staffing and Hours

80. Since the appointment of the Receiver by this Court, Ms. Kristin Gray, Senior Vice President of MNP, has had primary responsibility for the work carried out by the Receiver. When appropriate, work was delegated to other staff within MNP. A summary of the time spent administering the estate by members of the staff of MNP for the period of August 8, 2023, to December 31, 2023, is detailed in the table below:

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	108.40	650/635
Danny Crawford	Partner	0.40	650
Karen Aylward	Vice President	0.40	560
Steven Barlott	Manager/ Senior Consultant	80.90	395/350
Maha Shah	Senior Consultant	3.50	350
Administration	Administrative	29.70	216-245
		223.30	

81. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in a receivership of the nature described herein. In the Receiver's opinion, the cost of this Receivership is comparable to receivership assignments of similar scale and complexity.
82. The hourly rates charged by the Receiver are consistent with the average hourly rates billed by the Receiver on its other engagements and, to the Receiver's knowledge, consistent with other accounting firms of comparable size engaged on similar receivership matters.
83. The Receiver requests that the Court approve the Receiver's fees incurred to date.

iii. Legal Fees

84. The Receiver engaged the services of Parlee as its independent legal counsel to assist with the obligations in these proceedings. The lawyer primarily responsible for assisting the Receiver was Mr. Steven Rohatyn, Partner.
85. The total legal fees of Parlee to January 31, 2024, are \$96,674 and disbursements are \$2,165 as summarized in the table below:

	\$
Fees	96,674
Disbursements	2,165
GST	4,901
Total	<u>103,739</u>

86. A summary and copies of the legal invoices rendered by Parlee are attached as **Exhibit B** to the Affidavit.
87. The Receiver confirms that it has worked closely and extensively with its counsel since the onset of the Receivership Order and has reviewed the fees and disbursements rendered by Parlee and believes them to be both reasonable and proper in circumstances and comparable to assignments of similar scale and complexity for a Receivership of this nature and scope, keeping in mind the extensive efforts required in undertaking the Refund Recovery Action. The legal services provided were necessary for the Receiver to fulfill its obligations in these proceedings. The Receiver has been informed by its legal counsel that the rates and charges applied by Parlee are the standard rates and charges of its personnel.
88. The Receiver requests that the Court similarly approve the legal fees incurred to date.

RECEIVER'S CHARGE

89. Given the increased efforts and various Court applications required by the Receiver and its legal counsel in the Refund Recovery Action, which could not reasonably have been anticipated at the outset of its appointment, its fees and the fees of its counsel will exceed the initial Receiver's Charge of \$200,000 granted in the Receivership Order.

90. The Receiver respectfully requests that this Honourable Court increase the Receiver's Charge to \$400,000.

CONCLUSION


91. The Receiver respectfully requests this Honourable Court grant an Order:
- (i) Approving the activities of the Receiver as outlined in this Eighth Report;
 - (ii) Approving the sale of the Property to the Purchaser pursuant to the APA and vesting in the purchaser all right, title, and interest in the Property free and clear of all claims and encumbrances;
 - (iii) Approving the Receiver's interim statement of receipts and disbursements for the period of August 17, 2023, to February 29, 2024;
 - (iv) Approving repayment of Receiver's borrowings upon closing of the sale of the Property;
 - (v) Approving repayment of the KV Capital indebtedness upon closing of the sale of the Property;
 - (vi) Approving the fees and disbursements of the Receiver to December 31, 2023, and its legal counsel to January 31, 2024;
 - (vii) Declaring the Imax Lien to be invalid and unenforceable;
 - (viii) Approving the increase of the Receiver's Charge to \$400,000; and,
 - (ix) Any further direction that the Court wishes to provide to the Receiver.
92. The Receiver respectfully requests that this Honourable Court approve the temporary sealing of the Confidential Appendices attached hereto. Parlee, counsel to the Receiver, submitted a Notice to Media of Application to Restrict Access (the "**Notice to Media**") on February 7, 2024, with respect to the Confidential Appendices to this Eighth Report and confirmation of receipt of the Notice to Media was delivered by the Clerk of the Court to Parlee on February 7, 2024. A copy of the confirmation of receipt of the Notice to Media is attached as **Appendix "M"**.

All of which is respectfully submitted this 7th day of March 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:

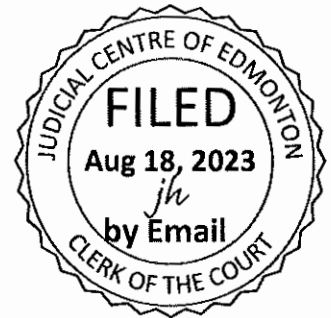


Kristin Gray, CPA, CA, CIRP, LIT

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

nhw

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 Land Title Certificate – March 7, 2024



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0011 600 681 8220508;30;9 052 052 793

LEGAL DESCRIPTION
PLAN 8220508
BLOCK 30
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.405 HECTARES (1 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;52;28;NE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 982 271 848

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

052 052 793 09/02/2005 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

JASPER SUMMERLEA SHOPPING CENTER LTD.
OF 11026-128 STREET NW
EDMONTON
ALBERTA T5M 0W6
(DATA UPDATED BY: CHANGE OF ADDRESS 222201380)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

752 137 803 03/10/1975 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF EDMONTON.
 AS TO PORTION OR PLAN:7521348
202 005 584 08/01/2020 UTILITY RIGHT OF WAY
 GRANTEE - ATCO GAS AND PIPELINES LTD.
202 029 532 06/02/2020 UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
052 052 793

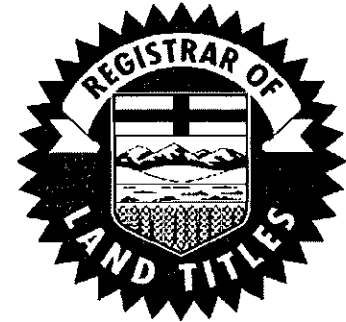
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		GRANTEE - EPCOR DISTRIBUTION & TRANSMISSION INC. AS TO PART DESCRIBED
202 285 269	23/12/2020	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC.
212 040 144	09/02/2021	CAVEAT RE : LEASE INTEREST CAVEATOR - 1907273 ALBERTA LTD. ATTN BALBIR JASSAR 6735-12 AVENUE SW EDMONTON ALBERTA T6X1L2 AGENT - ALISHA GROSE
212 211 463	29/09/2021	CAVEAT RE : LEASE INTEREST CAVEATOR - OUTFRONT MEDIA CANADA GP CO. 100, 17420 STONY PLAIN ROAD NW EDMONTON ALBERTA T5S1K6 AGENT - ARA L MCKEE
222 121 335	28/05/2022	MORTGAGE MORTGAGEE - 1756282 ALBERTA LTD. MORTGAGEE - WEST EDMONTON TRUCKLAND LTD. BOTH OF: 16806 - 118 AVENUE NW EDMONTON ALBERTA T5V1N8 ORIGINAL PRINCIPAL AMOUNT: \$5,700,000 (DATA UPDATED BY: 222124259)
222 201 087	10/09/2022	MORTGAGE MORTGAGEE - WEST EDMONTON TRUCKLAND LTD. 16806 - 118 AVENUE NW EDMONTON ALBERTA T5V1N8 ORIGINAL PRINCIPAL AMOUNT: \$1,500,000
232 022 511	20/01/2023	MORTGAGE MORTGAGEE - KV CAPITAL INC. SUITE 101 1290 91 STREET SW EDMONTON ALBERTA T6X0P2 AS JOINT ACCOUNT ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
232 022 512	20/01/2023	CAVEAT

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 7 DAY OF MARCH,
2024 AT 09:00 A.M.

ORDER NUMBER: 49915829

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).

Appendix C

A copy of the Attachment Order – January 19, 2024

CERTIFIED

S. Wharton

by the Court Clerk as a true copy of the document digitally filed on Jan 22, 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: **ATTACHMENT ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
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

Clerk's Stamp



DATE ON WHICH ORDER WAS PRONOUNCED: January 19, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: J.J. Gill

UPON the *ex parte* application of the Plaintiff; **AND UPON** reading the Amended Statement of Claim; **AND UPON** reading the Receiver's First, Second, Third, and Fourth Reports to the Court, to be filed in Court File No. 2303 12261; **AND UPON** reading the Brief filed in support of this Application; **AND UPON** hearing the submissions of counsel for the Plaintiff; **AND UPON** being satisfied that there is a reasonable likelihood that the Plaintiff's claim against Judy Ping Chen, also known as Judy Chen (hereinafter, the "**Chen Defendant**") will be established; **AND UPON** being satisfied that there are reasonable grounds for believing that the Chen Defendant has assets in Alberta; **AND UPON** being satisfied that there are reasonable grounds for believing that the Chen

Defendant is dealing, or is likely to deal with her exigible property otherwise than for the purposes of meeting her reasonable and ordinary business or living expenses and in a manner that would be likely to seriously hinder the Plaintiff in the enforcement of a judgment against her; **AND UPON** being satisfied that there are reasonable ground for believing that there is a risk that the Chen Defendant's assets will be dissipated or removed before any judgment in this Action is awarded or satisfied; **AND UPON** noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the enforcement of this Order in the form attached as Schedule "A"; **AND UPON** considering Part 3 of the *Civil Enforcement Act*, RSA 2000, c-15, as amended; **AND UPON** being satisfied that the granting of this Order is warranted on an *ex parte* basis;

IT IS HEREBY ORDERED THAT:

Freezing Order

1. Other than as permitted by this Order, the Chen Defendant is restrained from directly, or indirectly, by any means whatsoever, dealing with, transferring, mortgaging, charging, using, disposing of, creating an interest in or doing anything to any "exigible property" (as defined in the *Civil Enforcement Act* and associated regulations), other than employment income, including, without limitation, any things, rights or interests in things, anything regarded in law or equity as property or as an interest in property, any right or interest that can be transferred for value from one person to another, any right, including a contingent or future right, to be paid money or receive any other kind of property, and any cause of action in which the Chen Defendant has any interest, other in the ordinary course and for living expenses not to exceed the monthly amount of \$ 10,000.00 or to pay legal fees incurred as a result of this Action pending any further Order of this Court.
2. The prohibition set out in paragraph 1 applies to all of the Chen Defendant's assets, whether in the Chen Defendant's own name or not, and whether solely or jointly owned, including but not limited to:
 - (a) any bank, investment or other account at any bank, financial or other institution including without limitation those accounts outlined in the attached Schedule "B";
 - (b) any motor vehicle, trailer, or other vehicle registered to the Chen Defendant including without limitation those vehicles outlined in the attached Schedule "B";
 - (c) any real property in which the Chen Defendant has any interest including without limitation the real property outlined in the attached Schedule "B";
 - (d) any and all other personal property of any description whatsoever; and

(e) any and all share certificates, negotiable instruments and the like.

3. Without limiting the scope of paragraph 1, the Chen Defendant is further prohibited from dealing with or using in any manner any secured credit, including but not limited to any credit card, loan, or line of credit, for which payment is secured against any personal or real property in which the Chen Defendant has any interest, pending further Order of this Court.

Third Parties

4. Any person or entity with notice of this Order is prohibited from directly, or indirectly, by any means whatsoever, dealing with, transferring, mortgaging, charging, using, disposing of, creating an interest in or doing anything to any "exigible property" (as defined in the *Civil Enforcement Act* and associated regulations) in which the Chen Defendant has any interest.
5. Subject to paragraph 1, any branch(es) of the banks, financial institutions or other financial entities that is (are) served with a copy of this Order is (are) enjoined from disbursing or dealing with any funds or assets deposited in all accounts, including without limiting the generality of the foregoing, safety deposit box(es), investments, loans or other customer accounts held in the Chen Defendant's name or such accounts in which the Chen Defendant is authorized to conduct transactions.
6. Notwithstanding paragraph 1, any branch(es) of the banks, financial institutions or other financial entities that is (are) served with a copy of this Order is (are) enjoined from disbursing or dealing with any funds or assets deposited in all accounts, including without limiting the generality of the foregoing, safety deposit box(es), investments, loans or other customer accounts held in the Chen Defendant's name or such accounts in which the Chen Defendant is authorized to conduct transactions, which received a deposit in the amount of \$460,000.00 on or about November 6, 2023.
7. Any branch(es) of the banks, financial institutions or other financial entities that is (are) served with a copy of this Order that know(s) or become(s) aware of any safety deposit box(es) held by or on behalf of the Chen Defendant is (are) directed to forthwith advise counsel for the Plaintiff of the location of such safety deposit box(es) and provide counsel for the Plaintiff, or such other person as authorized to act on behalf of the Plaintiff, with access to such safety deposit box(es), including without limitation, access to the contents of such safety deposit box(es).

Disclosure of Assets

8. The Chen Defendant shall forthwith, and in any event within fifteen (15) days of service of this Order, deliver to counsel for the Plaintiff sworn evidence of the nature and location of all of her assets, wheresoever located, including assets held on her behalf or in trust for her, assets held jointly by her with some other party, assets in which she holds any interest and assets that she holds in trust for any other party. This evidence shall be presented using

Form 13 or Form 14, as applicable, of Schedule 4 to the *Civil Enforcement Regulation*, AR 265/96.

9. The Chen Defendant shall provide a monthly accounting of living expenses to counsel for the Plaintiff, and to the Court.

Exceptions to this Order

10. Notwithstanding the provisions herein, counsel for the Plaintiff and the Chen Defendant may, by written agreement signed by all parties, temporarily or permanently exclude specified "exigible property" from the effect of this Order.

Duration of this Order

11. Unless this Order is varied or discharged by a further Order of this Court, this Order will remain in force up to and including February 9, 2024, unless the Order is extended on application on notice to the Chen Defendant.
12. This Order will cease to have effect if the Chen Defendant provides sufficient alternative security in a form and amount as determined by this Court or agreed to by the Plaintiff and the Chen Defendant.

Enforcement of this Order

13. The Chen Defendant, and any person who has possession or control of any exigible property in which the Chen Defendant has any interest, shall, upon demand by Counsel for the Plaintiff, deliver that property up to any civil enforcement agent as retained by the Plaintiff for the purposes of enforcement of this Order.
14. On request of Counsel for the Plaintiff, the Clerk of the Court is authorized and directed to issue garnishee summons as may be requested respecting any exigible property in which the Chen Defendant has any interest.
15. This Order may be registered with the Personal Property Registry.
16. The Registrar for the South Alberta Land Registration District and the Registrar for the North Alberta Land Registration District shall, pursuant to s. 2(e) of the *Name Search Regulation*, Alta Reg 207/1999:
 - (a) At the Plaintiff's request, conduct name searches upon the names Judy Chen and Judy Ping Chen; and
 - (b) Cause a copy of this Order to be registered against title to lands owned in whole or in part, whether directly or indirectly, by and in the name of Judy Chen or Judy Ping Chen, including but not limited to those lands described in the attached Schedule "B".

No Writ Proceedings

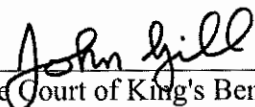
17. Pursuant to s. 24(2) of the *Civil Enforcement Act*, until such time as this Order terminates no writ proceedings against any property that is subject to this Order shall be commenced or continued without leave of the Court, which shall be obtained on notice to the Plaintiff pursuant to paragraph 16.

Variation or Discharge of this Order

18. Any interested person may apply to the Court at any time to vary or discharge this Order on giving no less than 24 hours' notice to the Plaintiff's solicitor of his or her intention to do so, but this Order will remain in force until further Order even if such an application is pending.
19. All applications to vary or discharge this Order or arising out of the issuance or enforcement of this Order, shall be heard by the Judge who issued this Order unless otherwise directed by the Judge.
20. Costs of this application may be spoken to upon further application before this Court.

Miscellaneous

21. The Plaintiff's reliance in support of its Application for this Order upon the First, Second, Third, and Fourth Reports of the Receiver, to be filed in Court File No. 2303 12261, is hereby authorized.



Justice of the Court of King's Bench of Alberta

Schedule "A" – Undertaking as to Damages

COURT FILE NUMBER:

Clerk's Stamp

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: **UNDERTAKING BY PLAINTIFF**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
 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

Jasper Summerlea Shopping Center Ltd., by its Court appointed Receiver and Manager, MNP Ltd. (the "Receiver"), hereby undertakes to abide by any Order that this Court may make as to damages in the event that the Court is hereafter of the opinion that the defendants impacted by this Order, or any other person served with it, have sustained damages by reason of this Order which the Receiver is liable to pay from the assets under its administration.

DATED at the City of Edmonton, in the Province of Alberta, this ____ day of January, 2024.

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

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

SCHEDULE "B"

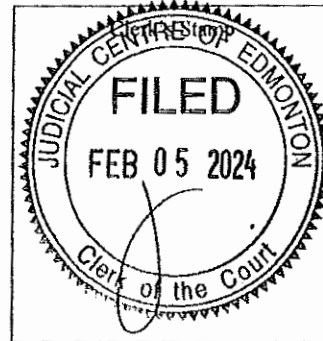
LIST OF REAL PROPERTY

Name(s) on Title	Title Number	Legal Description
Judy Ping Chen	102 344 013	PLAN 7923201 BLOCK 62 LOT 47 EXCEPTING THEREOUT ALL MINES AND MINERALS
Judy Ping Chen	102 344 039	PLAN RN 23 (XXXIII) BLOCK 2 LOT 23 EXCEPTING THEREOUT ALL MINES AND MINERALS
Judy Chen	192 074 476	PLAN 1722537 BLOCK 12 LOT 24B EXCEPTING THEREOUT ALL MINES AND MINERALS
Judy Chen	242 002 089	PLAN RN 60 (LX) BLOCK 9 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS

Appendix D

A copy of the Extension Order – February 5, 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, BANK OF MONTREAL and ROYAL BANK OF CANADA
DOCUMENT: **ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
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: February 5, 2024
LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta
APPLICATIONS JUDGE WHO MADE THIS ORDER: J.T. Neilson

UPON the Application of the Plaintiff; AND UPON reading the Receiver's First through Sixth Reports to the Court filed by MNP Ltd. in Court File No. 2303 12261 (the "Reports" and the "Receivership Action"), the Brief of the Receiver, and the Attachment Order granted on January 19, 2024 (the "Order"); AND UPON hearing from counsel for the Plaintiff; AND UPON being satisfied that it would be inappropriate for the Order to expire as set forth in paragraph 11 thereof, that it is just to vary the Order on the terms set out herein;

IT IS HEREBY ORDERED THAT:

1. Paragraph 11 of the Order is hereby varied to read as follows:

“Unless this Order is varied or discharged by a further Order of this Court, this Order will remain in force up to and including March 1, 2024, unless the Order is extended on application on notice to the Chen Defendant.”

2. Pursuant to Rule 6.11(1)(f), the Plaintiff is hereby authorized to rely upon the Reports in support of its Application for this Order.
3. Costs of this Application shall be in the cause.



J.C.K.B.A.

Appendix E

A copy of the Preservation Order – February 9, 2024

ENTERED
by [initials]

COURT FILE NUMBER: 2403 00813

COURT: COURT OF KING'S BENCH OF ALBERTA

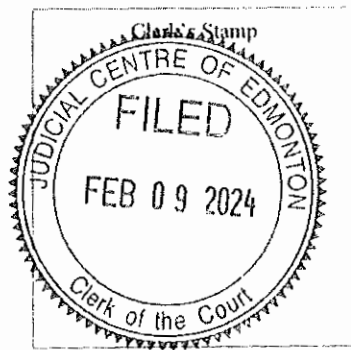
JUDICIAL CENTRE: EDMONTON

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, BANK OF MONTREAL and ROYAL BANK OF CANADA

DOCUMENT: ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: PARLEE McLAWS LLP
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



REW

ORHSC or Plaintiff's
D3
ORCSTX or PLE (by)
D3

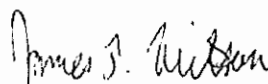
DATE ON WHICH ORDER WAS PRONOUNCED: February 9, 2024
 LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta
 APPLICATIONS JUDGE WHO MADE THIS ORDER: J.T. Neilson

UPON the Application of the Plaintiff; AND UPON reading the Receiver's First through Seventh Reports (the "Seventh Report", and collectively the "Reports") to the Court filed by MNP Ltd. in Court File No. 2303 12261 (the "Receivership Action") and the Affidavit of Service, to be filed; AND UPON hearing from counsel for the Plaintiff;

IT IS HEREBY ORDERED THAT:

1. Service of notice of this Application is validated and the time for service is abridged to the time provided.

2. Kin Min Lee ("Lee") is directed to forthwith pay or cause to be paid the Money Mart Funds, as defined in the Seventh Report, or such amount thereof as is under his possession or control, to the solicitors for the Plaintiff to be held in an interest-bearing account pending further Order declaring right and entitlement in and to the Money Mart Funds.
3. Lee is enjoined from use of the Money Mart Funds pending compliance with paragraph 2 of this Order.
4. If the Money Mart Funds or any portion thereof are not in Lee's possession or control, he shall forthwith file an Affidavit in this Action providing a full accounting of the Money Mart Funds.
5. Pursuant to Rule 6.11(1)(f), the Plaintiff is hereby authorized to rely upon the Reports in support of its Application for this Order.
6. The Plaintiff shall have its costs of this Application, payable by Lee in the cause.



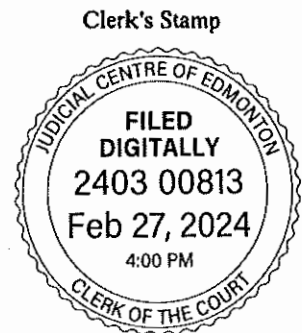
J.C.K.B.A.

Appendix F

A copy of the Consent Order – February 26, 2024

CERTIFIED *E. Wheaton*
by the Court Clerk as a true copy of the
document digitally filed on Feb 27, 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, BANK OF MONTREAL and ROYAL BANK OF CANADA
DOCUMENT: **CONSENT ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: **PARLEE McLAWS LLP**
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: February 26, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: N.J. Whittling

UPON the application of the Plaintiff; AND UPON reading or hearing read the Receiver's First through Seventh Reports to the Court filed in Court File No. 2303 12261, the Attachment Order pronounced in this Action on January 19, 2024 (the "Attachment Order"), and the Order pronounced in this Action on February 5, 2024, varying the terms of the Attachment Order; AND UPON noting the consent of counsel for Judy Ping Chen, also known as Judy Chen;

IT IS HEREBY ORDERED THAT:

1. The Attachment Order shall remain in force until the earlier of:

{E0664986.DOCX; 2}

- (a) The dismissal or discontinuance of the Plaintiff's claim; or
 - (b) The expiry of 60 days following the pronouncement of final judgment in this matter by this Court, including any necessary assessment of damages but not the assessment of costs or completion of all execution proceedings.
2. Any interested person may apply to the Court at any time to vary or discharge this Order on giving no less than 24 hours' notice to the Plaintiff's solicitor of his or her intention to do so, but this Order will remain in force until further Order even if such an application is pending.
3. Costs of this application shall be in the cause.



J.C.K.B.A.

CONSENTED TO BY:

ROBERT A. SPEIDEL PROFESSIONAL CORPORATION

PARLEE McLAWS LLP

Per:



Robert A. Speidel
Solicitors Judy Ping Chen, also
known as Judy Chen

Per:



Steven A. Rohatyn
Solicitors for the Plaintiff

Appendix G

A copy of the Chen Statement of Defence – February 20, 2024

COURT FILE NUMBER 2403 00813

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE Edmonton

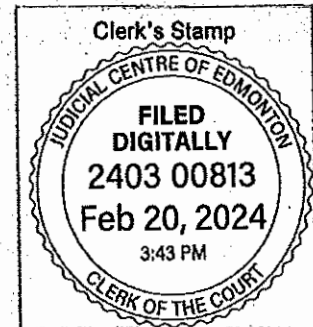
PLAINTIFF JASPER SUMMERLEA SHOPPING CENTER LTD., by its Court-appointed Receiver and Manager, MNP LTD.

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

DOCUMENT **STATEMENT OF DEFENCE**

PARTY FILING THIS DOCUMENT JUDY PING CHEN, also known as JUDY CHEN

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Robert A Speidel Professional Corporation
11442 - 142 Street NW
Edmonton, AB T5M 1V1
Ph: 780-491-0000 Fax: 780-491-0032 File No.: 600-4126



Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

1. The Defendant, Judy Ping Chen also known as Judy Chen (hereinafter called "Judy Chen"), denies each and every allegation contained in the Amended Amended Amended Statement of Claim except as admitted herein and adopts the definitions set out in the Amended Amended Amended Statement of Claim.

Any matters that defeat the claim of the plaintiff(s):

2. The Defendant Judy Chen admits to paragraphs 1 and 2 of the Amended Amended Amended Statement of Claim.

3. The Defendant, Judy Chen, says that the cheque from Canada Revenue Agency was not the property of the Receiver as the GST return of \$587,667.21 was declared to be outstanding to Jasper Summerlea Shopping Center Ltd. on July 3, 2023 before the granting of the Receivership Order by Justice Whitting on August 17, 2023.

4. The Defendant, Judy Chen, denies diverting funds by way of false pretenses for the prominent design and purpose of diverting funds from the Plaintiff by way of fraud, theft, embezzlement, misappropriation or defalcation and denies doing so with the intent of causing damage to the Plaintiff, or in the alternative denies knowing that damage would be caused to the Plaintiff as a result of those actions and denies doing so with full knowledge or in reckless disregard of the Receivership Order.

Remedy Sought:

5. Dismissal of the Action against Judy Ping Chen also known as Judy Chen.
6. Costs.
7. Such other relief as the Court deems just.

Appendix H

A copy of the Marcus & Millichap Marketing Brochure

FOR SALE WEST EDMONTON MALL ADJACENT HOTEL & RETAIL CENTRE

17104 90 AVE NW, EDMONTON, AB

BRAND-NEW HOTEL IN WEST EDMONTON WITH RETAIL UNITS AND JOLLIBEE PARCEL



BID DATE: TUESDAY, JANUARY 30TH, 2024; 3:00 PM MST

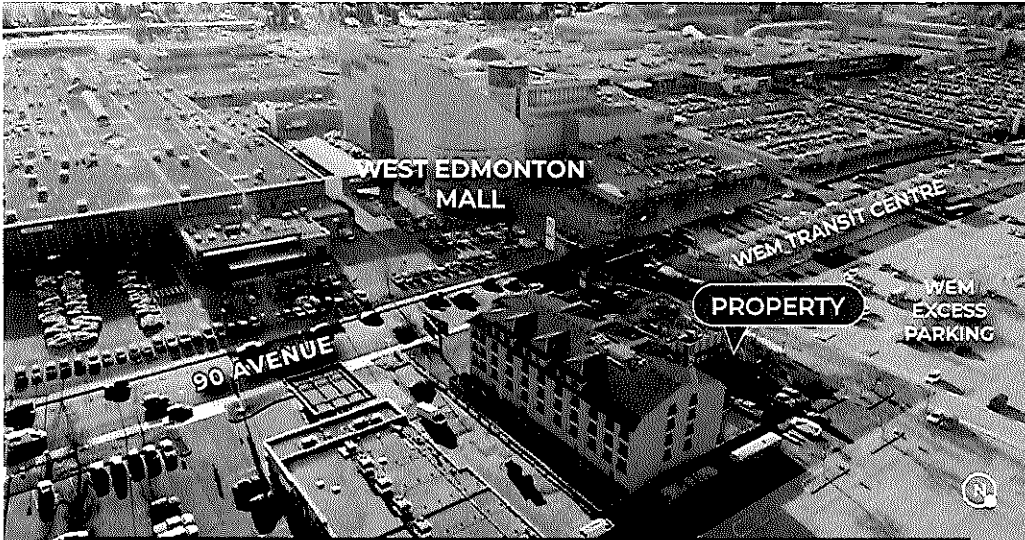
MNP LTD. RECEIVERSHIP SALE

IPA

INSTITUTIONAL
PROPERTY
ADVISORS

A DIVISION OF
MARCUS & MILLICHAP, BROKERAGE

Marcus & Millichap



THE OPPORTUNITY

Marcus & Millichap and Institutional Property Advisors ("IPA"), a division of Marcus & Millichap, are pleased to present the opportunity to acquire the West Edmonton Mall Adjacent Hotel & Retail Centre ("the Property" or the "Offering"), a well located single-title parcel of land improved with a single-storey freestanding restaurant building and a five-storey hotel comprised of 48 suites, three main-floor commercial units, and an underground parkade. The restaurant building is home to a successful and recognizable brand, Jollibee, and the hotel is scheduled to receive occupancy by year end.

The hotel suites are fashioned in an apartment style, with the top floor highlighted by loft units with two levels. The hotel main-floor features three commercial bays totaling over 5,000 SF with two leases in place. The Jollibee tenant has seven years remaining on a 15 year triple net land lease. The Property also provides income through Outfront Media signage.

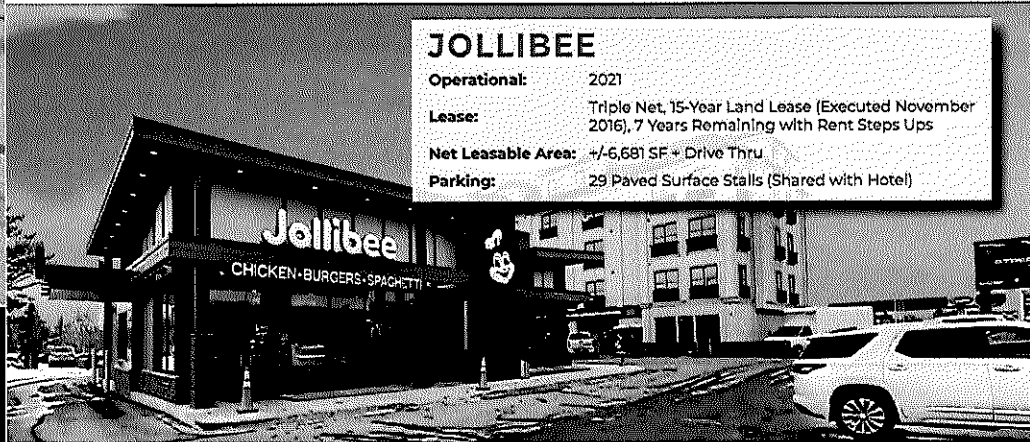
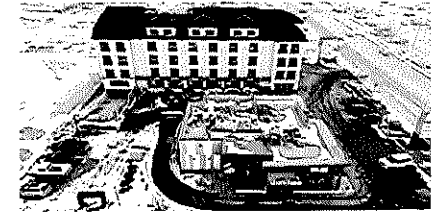
The West Edmonton Mall Adjacent Hotel & Retail Centre is being offered for sale under a receivership process with a List Price of \$19,500,000, on an "as-is where-is" basis. Offers will be reviewed by the Receiver on the set Bid Date of January 30th, 2024, at 3:00 PM MST.

INVESTMENT HIGHLIGHTS

- STRONG DEMAND FOR HOTEL ROOMS**
Featuring 48 apartment-style suites, the hotel is uniquely positioned to capture a variety of customers frequenting WEM and long-term stay patients and families from the Misericordia Hospital.
- STRONG TRAFFIC FROM WEM AND VEHICLES**
Situated directly across from WEM and the WEM transit centre, the Property benefits from strong vehicle traffic along 90 Avenue (16,800 vehicles/day) and unrivaled pedestrian presence (over 30 million people visit WEM annually).
- GROWING FILIPINO FAST FOOD CHAIN**
Jollibee, has been operational since 2021 and has 7/15 years remaining on a 6,681 SF triple net land lease, with rent step ups.
- ADDITIONAL COMMERCIAL UNITS**
In addition to Jollibee and the hotel, the Property also features three hotel main-floor commercial units (one of which is leased to a Salon/Spa, a second to a Liquor Store) and Outfront Media signage income.

PROPERTY DETAILS

Municipal Address: 17104 90 Ave NW, Edmonton, AB
 Legal Description: Plan 8220508; Block 30; Lot 9
 Neighbourhood: Summerlea
 Zoning: Shopping Centre Zone (CSC)
 Site Size: +/- 43,523 SF
 Construction: 2023



JOLLIBEE

Operational: 2021
Lease: Triple Net, 15-Year Land Lease (Executed November 2016), 7 Years Remaining with Rent Steps Ups
Net Leasable Area: +/-6,681 SF + Drive Thru
Parking: 29 Paved Surface Stalls (Shared with Hotel)



HOTEL & RETAIL

Status: Occupancy Scheduled for December 31, 2023
Construction: Five-Storays | Steel Main-Floor, Wood Upper Floors Atop Single Level Poured Parkade
Suites: 48 Partially Furnished Apartment-Style with Kitchenette (Refrigerator, Microwave, Dishwasher)
Suite Mix:

Studio	1	22	450 – 470
Studio + Loft	2	11	631 – 659
Two Bedroom	2	10	715 – 833
Two Bedroom + Loft	3	5	923 – 1054

Parking: 44 Underground Stalls & 29 Paved Surface Stalls (Shared with Retail)
Amenities: Lobby, Elevator, Breakfast Room, Hotel & Guest Laundry Facility, Staff Room & Manager's Office
Commercial:

Liquor Store (Unit 1)	1,820	Leased, Built Out*
Hair Salon (Unit 2)	706	Leased, Built Out
Unit 3	2,546	Vacant, Shell Space

*Prospective purchasers are encouraged to review the liquor store lease documents in the Virtual Data Room

LOCATION OVERVIEW



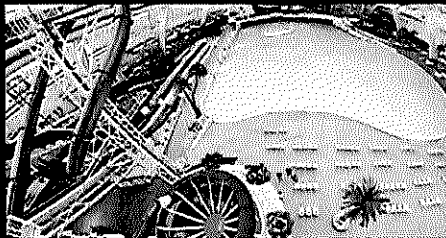
40,714
VEHICLES PER DAY
ON 170 ST. & 90 AVE.



30.8M
VISITORS EACH YEAR AT
WEST EDMONTON MALL

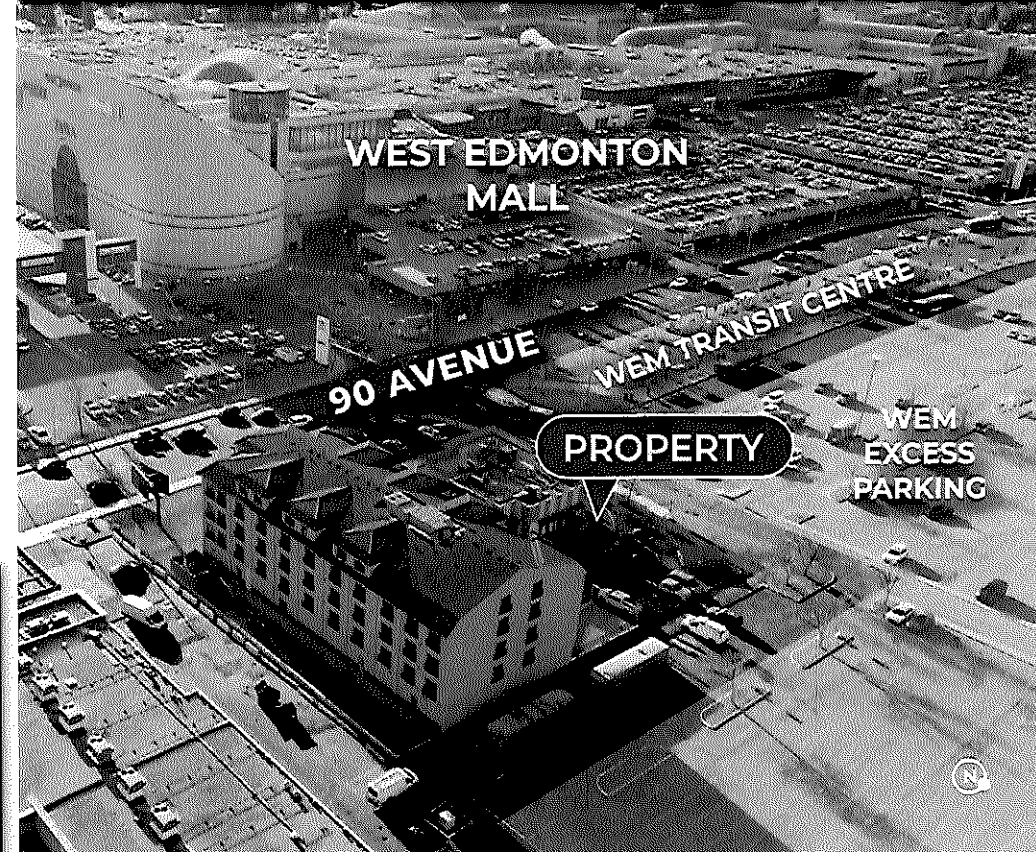
WEST EDMONTON MALL

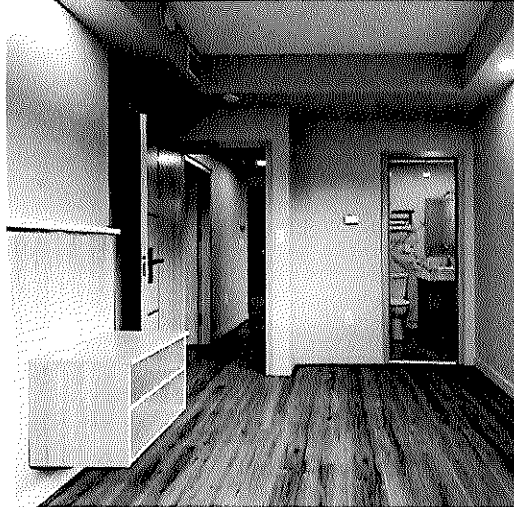
West Edmonton Mall is one of Canada's most sought-after shopping, dining and entertainment destinations. It is the second most visited mall in Canada and receives over 30 million visitors each year. Highlighted by over 800 stores and restaurants, West Edmonton Mall draws exclusive retailers such as Canada Goose, Tiffany & Co., Nike, Indochino and more. WEM is home to attractions such as the World Waterpark, Scotiabank Theatre, Ed's Bowling and much more.



LOCATION HIGHLIGHTS

- Prominently situated on 90 Avenue, the Property benefits from strong vehicle traffic; the intersection of 170 Street & 90 Avenue receives over 40,000 vehicles per day
- Directly across 90 Avenue from West Edmonton Mall, offering unrivaled vehicular traffic and pedestrian presence
- Adjacent to the existing WEM transit centre, providing guests, patrons and employees effective city-wide transportation while the new Valley Line LRT WEM station is under construction on 87 Avenue
- Major transportation routes are quickly accessible including 170 Street, 178 Street, the Whitemud, and Anthony Henday
- Misericordia Hospital is 5-minute drive or 15-minute walk from the Property, offering guests a convenient, service-driven hotel option





OFFERING PROCESS

The West Edmonton Mall Adjacent Hotel & Retail Centre is being offered on an "as-is where-is" basis with a set Bid Date under a Court ordered receivership process. Any offer accepted by the Receiver will be subject to Court approval. Prospective purchasers are encouraged to tour the Property with the Listing Agents

Expressions of interest to purchase the Property will be accepted up to and including 3:00 PM MST on January 30th, 2024, at which point the Vendor will respond to said interest.

DUE DILIGENCE MATERIALS

An electronic Virtual Data Room has been set up for this transaction. Prospective purchasers are strongly encouraged to access the Data Room in order to make their Offers as unconditional as possible. Upon the execution of an approved Confidentiality Agreement, the following materials are available to interested parties:

- Projected Operating Proforma and Discount Cash Flow Analysis
- 2023 Tax Assessment
- Tenant Leases (Jollibee, Outfront Media, Liquor Store, Hair Salon)
- Material Leases (Appliances & TV's)
- Drawings & Plans
- Appraisal
- Interior, Exterior & Drone Photo Library
- Market Information



FOR SALE: WEST EDMONTON MALL ADJACENT HOTEL & RETAIL CENTRE



BID DATE: TUESDAY, JANUARY 30TH, 2024; 3:00 PM MST

For details on Price and Terms please contact:

Institutional Property Advisors, a division of Marcus & Millichap, is the exclusive listing agent for the Property.

The Property is being offered with a LIST PRICE of \$19,500,000.

BRADYN ARTH
 SENIOR VICE PRESIDENT
 barth@ipammi.ca
 587.756.1555
 780.982.3848

CASEY MCCLELLAND
 SENIOR VICE PRESIDENT
 casey.mcclelland@marcusmillichap.com
 587.756.1560

BRADLEY GINGERICH
 SENIOR MANAGING DIRECTOR
 bgingerich@ipammi.ca
 587.756.1575
 780.719.9025

JANE PASCAL
 VICE PRESIDENT
 jpascal@ipammi.ca
 587.756.1565
 780.266.5131

NICHOLAS CRYANS
 ASSOCIATE
 ncryans@ipammi.ca
 587.756.1600
 778.870.3572

IPA INSTITUTIONAL PROPERTY ADVISORS

A DIVISION OF MARCUS & MILLICHAP, BROKERAGE

Marcus & Millichap

The information contained in the following Marketing Brochure is proprietary and confidential. It is intended to be received only by the party receiving it from Institutional Property Advisors, a Division of Marcus & Millichap ("IPA") and should not be made available to any other person or entity without the written consent of IPA. This Marketing Brochure has been prepared to provide certain general information to prospective purchasers and investors in a preliminary stage of interest in the subject property. The information contained herein is not to be construed as a financial forecast or a recommendation of any investment or business opportunity. It is intended to provide information only for informational purposes and should not be relied upon for any other purpose. The information contained herein is not intended to constitute an offer of any securities or other financial products. It is intended to provide information only for informational purposes and should not be relied upon for any other purpose. The information contained herein is not intended to constitute an offer of any securities or other financial products. It is intended to provide information only for informational purposes and should not be relied upon for any other purpose.

Any other economic information in this offering memorandum, with the exception of actual historical performance, represents good faith projections of potential future results and Institutional Property Advisors, a Division of Marcus & Millichap ("IPA") makes no representation as to their accuracy, reliability, timeliness, completeness, and/or of any other financial or economic information. Past performance does not indicate a guarantee of future performance. Past performance does not indicate a guarantee of future performance. Past performance does not indicate a guarantee of future performance.

Seller represents and warrants that it has determined the offer and acceptance process and that it is not intended to be used to solicit or raise any other financial or economic information. Seller does not intend to be used to solicit or raise any other financial or economic information. Seller does not intend to be used to solicit or raise any other financial or economic information.

Institutional Property Advisors, a Division of Marcus & Millichap ("IPA") is not affiliated with, sponsored by, or endorsed by any commercial bank or financial institution in this marketing package. The presence of any commercial bank name is not intended to indicate an affiliation with or endorsement by said commercial bank. The presence of any commercial bank name is not intended to indicate an affiliation with or endorsement by said commercial bank.

This information has been prepared from sources believed to be reliable. It is made available to you as a service and is not intended to constitute an offer of any securities or other financial products. It is made available to you as a service and is not intended to constitute an offer of any securities or other financial products.

Appendix I

A copy of the Builders Lien – February 5, 2024

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

242049097

ORDER NUMBER: 49804250

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.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Lienholder Imax Electrical Service Inc
Address 3524 114 ST NW
Edmonton, AB T6J 1L9

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____

Name Jasper Summerlea Shopping Center Ltd
Address 17116 90 AVE NW
Edmonton, AB T5T 4C8

In the following land:

Plan: 8220508
Block: 30
Lot: 9
LINE: 0011 600 681

The Lien is claimed in respect of the following work or materials:

Electrical Wiring

which work or materials were or are to be provided for:

Name of Person or Corporation: Jasper Summerlea Shopping Center Ltd
Address 17116 90 AVE NW
Edmonton, AB T5T 4C8

This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

a) The work was completed or the materials were last furnished:

on Jan 4, 2024

- OR -

b) The work is not yet completed or all the materials have not yet been furnished.

The sum claimed as due or to become due is \$ 9,000

The address for service of the Lienholder in the Province of Alberta is

17116 90 AVE NW
Edmonton, AB T5T 4C8

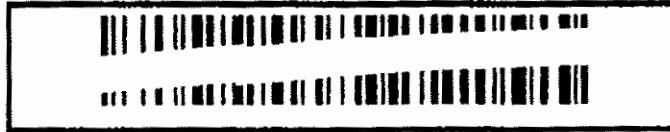
this 5 day of Feb, 2024

[Signature]
(Signature of Lienholder or Agent)

at Edmonton, Alberta.

Rec'd
Feb. 9/24

Alberta



Edmonton Land Titles
FEB 09 2024

DRR #: Version #: 2 Access Code:

Document Registration Request

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

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

Name:

Create Date: 2024-02-05

Address:

Payment Method: ~~Cash~~ **CHEQUE**

\$ 15.00

Return By Mail

Name of Requester:

Telephone Number:

Email Address:

Customer's Special Instructions:
No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	BUILDERS LIEN	0011600681		

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

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

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

**PREPAYMENT
RECEIVED**
EDMONTON

Affidavit Verifying Claim by Lienholder

I, Shixiong Zheng
 of IMAX Electrical Service Inc., Alberta
 named in the above (or annexed) statement make oath and say that the said claim is
 true.

Sworn before me at City of Edmonton Alberta

on the 5th day of February, 2024.

[Signature]
(Signature of Applicant)

[Signature]

Chao Qian
(Print or Stamp Name of Commissioner)

QIAN, CHAO

(Expiry Date of Commission or Office)
 My appointment Expires Nov. 23, 2026
 Appointee# 0732377

- OR -

Affidavit Verifying Claim by Other Than Lienholder

I, _____
 of _____, Alberta
 make oath and say:

1 That I am the agent (or assignee) of _____
 named in the above (or annexed) statement and have full knowledge of the facts set forth in
 the above (or annexed) statement.

- OR -

I am informed by _____
 and believe that the facts are as set forth in the above (or annexed) statement.

2 That the said claim is true (or when deponent has been informed, that I believe
 that the said claim is true).

Sworn before me at _____, Alberta

on the ___ day of _____, _____

(Signature of Applicant)

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission or Office)

(Expiry Date of Commission or Office)

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.



242049097

242049097 REGISTERED 2024 02 20

BUIL - BUILDER'S LIEN

DOC 1 OF 1 DRR#: F001ELM ADR/SDEEP

LINC/S: 0011600681

Appendix J

Copies of the Imax Supporting Documents

INVOICE

IMAX Electrical Service Inc
3524 114 ST NW
Edmonton, AB T6J 1L9
Ph: 780-8504523
Fax: 780-3284550

Number	2022-0303
GST #	76525 3893
Amount	\$7974

Bill to:

Trendi Place ltd
17104 90 ave NW
Edmonton, AB
780-909 1150

Work site and details: Trendi Place 17104-90 Ave nw Edmonton Electrical installation (Feb 1 st ,2022 to Feb 28-2022)			
Items (Labour List)	Net pay	GST	Total
Labour 1: zheng, shixiong(\$42/hr): 52 hrs	\$2184		
Labour 2: Joseph Chen(\$36/hr): 80 hrs	\$2880		
Labour 4: Zhang Qun (\$35/hr): 36 hrs	\$1260		
Labour 5: Yu GuangWu(\$35/hr): 24 hrs	\$ 840		
Labour7 : Felix Lee (\$30/hr): 27 hrs	\$ 810		
Total above	\$7974	\$398.7	\$8372.7

Notes:

1: the above labour cost is for re-wiring hotel unit switch card, entrance lights and circuit confirm, hotel main floor rough wiring, heat-trace energized, relocate pre-installed pipe,etc.

2: wage still keep the rate as last invoice.

IMAX Electrical Service Inc.		Joseph Chen	Zhang Qun	Yu GuagWu	Felix
Zheng, shixiong(Nick) \$42/hr		wage: \$36/hr	Wage: 35/hr	35/hr	30/hr
Invoice: 2021-09-03					
February 1, 2022	Tuesday			8.00	
February 2, 2022	Wednesday				
February 3, 2022	Thursday	8.00	8.00	8.00	8.00
February 4, 2022	Friday	4.00	8.00	8.00	5.00
February 7, 2022	Monday	8.00	8.00	8.00	8.00
February 8, 2022	Tuesday	8.00	8.00		6.00
February 9, 2022	Wednesday		8.00		
February 10, 2022	Thursday		8.00	4.00	
February 11, 2022	Friday	8.00	8.00		
February 15, 2022	Monday	8.00	8.00		
February 16, 2022	Tuesday	8.00	8.00		
February 17, 2022	Wednesday		8.00		
Total		52.00	80.00	36.00	27.00

Appendix K

A copy of the interim statement of receipts and disbursements as at
February 29, 2024

Estate No: 24-116326

**In the Matter of the Receivership of
Jasper Summerlea Shopping Center Ltd.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of August 17, 2023 to February 29, 2024**

Receipts	\$'s
Receiver's borrowings	2,000,000
Rental income	197,948
Miscellaneous refunds	25,719
Sale of assets	21,900
Cash in bank	21,209
GST collected	11,207
Interest	1,584
	2,279,566
Disbursements	
Construction expense	1,579,031
Insurance	108,960
Receiver's fees	108,773
Legal fees	96,674
GST paid	93,299
Utilities	43,369
Rental expense	17,750
Repairs and maintenance	14,661
Administrative costs (change locks, license fees, postage)	6,183
	2,068,699
Funds Held In Trust	210,867

MNP Ltd.

Receiver of Jasper Summerlea Shopping Center Ltd.

Appendix L

A copy of the Personal Property Registry Search Result
Report – March 7, 2024

Search ID #: Z17124152

Transmitting Party

PARLEE MCLAWS LLP (EDMONTON)

1700 Enbridge Centre, 10175 101 Street NW
EDMONTON, AB T5J 0H3

Party Code: 50005982
Phone #: 780 423 8639
Reference #: 839-64

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 20121610846

Registration Date: 2020-Dec-16

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-16 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 JASPER SUMMERLEA SHOPPING CENTER LTD.
17006 - 90 AVENUE
EDMONTON, AB T5T 1L6

Secured Party / Parties

Block

Status

Current

1 KV CAPITAL INC.
SUITE 101, 1290-91 ST SW
EDMONTON, AB T6X 0P2
Phone #: 780 433 1222 Fax #: 866 229 1295
Email: underwriting@kvcapital.ca

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR INCLUDING, WITHOUT RESTRICTION, ALL ACCOUNTS, CHATTEL PAPER, INSTRUMENTS AND INSURANCE PROCEEDS, AND ALL PROCEEDS THEREOF. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, AND SECURITIES.

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 20121610851

Registration Type: LAND CHARGE

Registration Date: 2020-Dec-16

Registration Status: Current

Registration Term: Infinity

Inexact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 JASPER SUMMERLEA SHOPPING CENTER LTD.
17006 - 90 AVENUE
EDMONTON, AB T5T 1L6

Secured Party / Parties

Block

Status

Current

1 KV CAPITAL INC.
SUITE 101, 1290-91 ST SW
EDMONTON, AB T6X 0P2
Phone #: 780 433 1222 Fax #: 866 229 1295
Email: underwriting@kvcapital.ca

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 21052612639

Registration Date: 2021-May-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-May-26 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

<u>Block</u>		<u>Status</u>
1	JASPER SUMMERLEA SHOPPING CENTER LTD 11026 128 STREET NW EDMONTON, AB T5M 0W6	Current

<u>Block</u>		<u>Status</u>
2	CHEN, JUDY, PING 11026 128 STREET NW EDMONTON, AB T5M 0W6	Current
	Birth Date: 1961-Mar-13	

<u>Block</u>		<u>Status</u>
3	CHEN, JUDY 11026 128 STREET NW EDMONTON, AB T5M 0W6	Current
	Birth Date: 1961-Mar-13	

Secured Party / Parties

<u>Block</u>		<u>Status</u>
1	BMW CANADA INC. 50 ULTIMATE DRIVE RICHMOND HILL, ON L4S 0C8 Email: albertaprod@teranet.ca	Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	5UXJU4C01M9F87047	2021	BMW X5 M50i	MV - Motor Vehicle	Current

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 24022012410

Registration Date: 2024-Feb-20

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$93,408.80.

Property was seized on 2024-Feb-15

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2024-Feb-20	24022012410	\$93,408.80

Inexact Match on: Debtor No: 1

Amendments to Registration

24022013756

Amendment

2024-Feb-20

Solicitor / Agent

TERANET
2 ROBERT SPECK PARKWAY, 15TH FLOOR
TORONTO, ON L4Z 1H8

Phone #: 416 977 7771

Reference #: 216136

Civil Enforcement Agent

SERV-IT BAILIFF SERVICES INC
10147 115 STREET
EDMONTON, AB T5K 1T3

Phone #: 780 424 9020 Fax #: 780 421 9939

Search ID #: Z17124152

Debtor(s)

<u>Block</u>		<u>Status</u>
		Current
1	JASPER SUMMERLEA SHOPPING CENTER LTD 11026 128 STREET NW EDMONTON, AB T5M 0W6	

<u>Block</u>		<u>Status</u>
		Current
2	CHEN, JUDY, PING 11026 128 STREET NW EDMONTON, AB T5M 0W6	
	Gender: Unknown	Birth Date: 1961-Mar-13

<u>Block</u>		<u>Status</u>
		Current
3	CHEN, JUDY 11026 128 STREET NW EDMONTON, AB T5M 0W6	
	Gender: Unknown	Birth Date: 1961-Mar-13

Creditor(s)

<u>Block</u>		<u>Status</u>
		Current
1	BMW CANADA INC. 50 ULTIMATE DRIVE RICHMOND HILL, ON L4S 0C8	

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	5UXJU4C01M9F87047	2021	BMW X5	MV - Motor Vehicle	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
		Current
1	PURSUANT TO SECTION 58(5) OF THE PERSONAL PROPERTY SECURITY ACT, POSSESSION OF THE SECURITY HAS BEEN SURRENDERED TO THE ENFORCEMENT CREDITOR OR THEIR AGENT. PLEASE CONTACT THE INSTRUCTING AGENT FOR FURTHER DETAILS	

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 21121712194

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Dec-17

Registration Status: Current

Expiry Date: 2026-Dec-17 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 JASPER SUMMERLEA SHOPPING CENTRE LTD.
11442 142 STREET
EDMONTON, AB T5M 1V1

Current

Block

Status

2 CHEN, JUDY
11026 128 STREET NW
EDMONTON, AB T5M 0W6

Current

Birth Date:
1961-Mar-13

Secured Party / Parties

Block

Status

1 REP INVESTMENTS LTD.
16806 118 AVENUE NW
EDMONTON, AB T5V 1M8
Email: woofok@shaw.ca

Current

Collateral: General

Block

Description

Status

1 All present and future goods and assets

Current

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 23030733714

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-07

Registration Status: Current

Expiry Date: 2029-Mar-07 23:59:59

Inexact Match on: Debtor No: 1
Inexact Match on: Debtor No: 2
Inexact Match on: Debtor No: 3
Inexact Match on: Debtor No: 4

Debtor(s)

Block

Status
Current

1 JASPER SUMMERLEA SHOPPING CENTER LTD.
11026 128 ST
NEW EDMONTON, AB T5M 0W6

Block

Status
Current

2 JASPER SUMMERLEA SHOPPING CENTER LTD.
43 - 27507 TWP RD 544
STURGEON COUNTRY, AB T8R 2B5

Block

Status
Current

3 JASPER SUMMERLEA SHOPPING CENTER LTD.
11026 128 ST NW,
NEW EDMONTON, AB T5M 0W6

Block

Status
Current

4 JASPER SUMMERLEA SHOPPING CENTER LTD.
17104-90TH AVENUE NW
EDMONTON, AB T5T 4C8

Block

Status
Current

5 LEE, DAVID
11026 128 ST
NEW EDMONTON, AB T5M 0W6

Search ID #: Z17124152

Birth Date:
1986-Dec-05

Block

6 LEE, DAVID
11506, 77 AVE
NEW EDMONTON, AB T6G 0M1

Status
Current

Birth Date:
1986-Dec-05

Block

7 CHEN, JUDY, PING
11026 128 ST
NEW EDMONTON, AB T5M 0W6

Status
Current

Birth Date:
1961-Mar-13

Block

8 CHEN, JUDY
11026 128 ST
NEW EDMONTON, AB T5M 0W6

Status
Current

Birth Date:
1961-Mar-13

Block

9 LEE, DAVID, G
11026 128 ST
NEW EDMONTON, AB T5M 0W6

Status
Current

Birth Date:
1986-Dec-05

Block

10 CHEN, JUDY, PING
11026 128 ST NW
NEW EDMONTON, AB T5M 0W6

Status
Current

Birth Date:
1961-Mar-13

Block

11 LEE, DAVID, GARY
11506, 77 AVE NW
NEW EDMONTON, AB T6G 0M1

Status
Current

Birth Date:
1986-Dec-05

Search ID #: Z17124152

Secured Party / Parties

Block

Status
Current

1 VAULT CREDIT CORPORATION
41 SCARSDALE ROAD, SUITE 5
TORONTO, ON M3B 2R2
Email: absecparties@avssystem.com

Collateral: General

Block

Description

Status
Current

1 ALL EQUIPMENT ATTACHMENTS AND ACCESSORIES DESCRIBED IN AGREEMENT NUMBER 292734 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS, ADDITIONS, SUBSTITUTIONS, IMPROVEMENTS, REPAIR AND REPLACEMENT PARTS AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN AND ANY AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS THEREOF AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, INCLUDING ALL GOODS, SECURITIES, INSTRUMENTS DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENT AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 23082129799

Registration Type: COURT ORDER

Registration Date: 2023-Aug-21

Registration Status: Current

Registration Term: Infinity

Issued in Edmonton Judicial Centre

Court File Number is 2303 12261

Court Order Date is 2023-Aug-17

Inexact Match on: Debtor No: 1

Amendments to Registration

23083010013	Amendment	2023-Aug-30
23083019125	Amendment	2023-Aug-30

Solicitor / Agent

PARLEE MCLAWS LLP (EDMONTON)
1700 ENBRIDGE CENTRE, 10175 101 STREET NW
EDMONTON, AB T5J 0H3
Phone #: 780 423 8639 Fax #: 780 423 2870
Email: ppr@parlee.com

Defendant(s) / Respondent(s)

Block

1 JASPER SUMMERLEA SHOPPING CENTER LTD.
C/O 11442 142 STREET
EDMONTON, AB T5M 1V1

Status
Current

Search ID #: Z17124152

Plaintiff(s) / Applicant(s)

Block

Status

Current

1 MNP LTD.
C/O 1700, 10175 101 STREET
EDMONTON, AB T5J 0H3
Email: PPR@PARLEE.COM

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTEW1EP8LFA42952	2020	FORD F150	MV - Motor Vehicle	Current By 23083010013
2	5UXJU4C01M9F87047	2021	BMW X5 M50I	MV - Motor Vehicle	Current By 23083010013
3	JTJHARDZ8M2245701	2021	LEXUS NX300	MV - Motor Vehicle	Current By 23083010013
4	1FTEW1EP4KKD53249	2019	Ford F150	MV - Motor Vehicle	Current By 23083019125

Collateral: General

Block

Description

Status

1 PURSUANT TO A RECEIVERSHIP ORDER GRANTED ON AUGUST 17, 2023, MNP LTD. HAS BEEN APPOINTED AS RECEIVER OF JASPER SUMMERLEA SHOPPING CENTER LTD.

Current

Search ID #: Z17124152

Business Debtor Search For:

JASPER SUMMERLEA SHOPPING CENTRE LTD.

Search ID #: Z17124152

Date of Search: 2024-Mar-07

Time of Search: 08:57:13

Registration Number: 23112928976

Registration Type: REPORT OF SEIZURE

Registration Date: 2023-Nov-29

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$21,069.76.

Property was seized on 2023-Nov-28

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2023-Nov-28	23112928976	\$21,069.76

Inexact Match on: Debtor No: 1

Solicitor / Agent

WESTERN CIVIL ENFORCEMENT AGENCY INC.
#126, 1111 6TH AVE SW
CALGARY, AB T2P 5M5
Phone #: 403 236 2566 Fax #: 403 236 2275

Civil Enforcement Agent

WESTERN CIVIL ENFORCEMENT AGENCY INC.
#126, 1111 6TH AVE SW
CALGARY, AB T2P 5M5
Phone #: 403 236 2566 Fax #: 403 236 2275

Debtor(s)

<u>Block</u>		<u>Status</u>
1	JASPER SUMMERLEA SHOPPING CENTER LTD. 17118 90 AVE EDMONTON, AB T5T4C8	Current

Search ID #: Z17124152

Block

2 CHEN, JUDY, PING
11026 128 ST NW
EDMONTON, AB T5M0W6

Gender: Birth Date:
Unknown 1961-Mar-13

Status
Current

Creditor(s)

Block

1 TOYOTA CREDIT CANADA INC.
80 MICRO COURT
MARKHAM, ON L3R 9Z5

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	JTJHARDZ8M2245701	2021	LEXUS NX 300 AWD	MV - Motor Vehicle	Current

Particulars

Block **Additional Information**

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SURRENDERED TO CHARTRANDS TOWING AS AN AGENT FOR TOYOTA CREDIT CANADA AND DELIVERED TO ADESA EDMONTON	Current

Result Complete

Appendix M

A copy of the Fee Affidavit of Kristin Gray

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	<u>FEE AFFIDAVIT</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Receiver: MNP Ltd. Suite 1300, MNP Tower 10235 – 101 Street NW Edmonton, AB, Canada T5J 3G1 Attention: Kristin Gray Phone: 780.705.0073 Fax: 780.409.5415 kristin.gray@mnp.ca Counsel: Parlee McLaws LLP 1700 Enbridge Centre 10175 – 101 Street NW Edmonton, AB, Canada T5J 0H3 Attention: Steven A. Rohatyn Phone: 780.423.8177 Fax: 780.423.2870 srohatyn@parlee.com

**AFFIDAVIT OF KRISTIN GRAY
SWORN ON MARCH 7, 2024**

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

1. I am a Senior Vice-President with MNP Ltd., Receiver Manager of Jasper Summerlea Shopping Center Ltd. (the "**Receiver**") and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. MNP Ltd. was appointed Receiver Manager of Jasper Summerlea Shopping Center Ltd. pursuant to the Order of the Honourable Justice Whitting of the Alberta Court of King's Bench dated August 17, 2023 (the "**Receivership**").

3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 10 years of experience in the area of Insolvency and Restructuring and have been handling the day-to-day administrative work in relation to the Receivership.
4. With respect to the Receiver's accounts covering fees and disbursements incurred by the Receiver for the period August 8, 2023, to December 31, 2023, which accounts are contained herein as **Exhibit "A"** (the "**Accounts**"):
 - (a) The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
 - (b) The hourly rate for each and every individual employee of the Receiver who completed work in regard to the Receivership (the "**Hourly Rates**"), including Non – Professional staff is as follows:

The MNP Ltd. team:

 - (i) Kristin Gray, Senior Vice-President and Licensed Insolvency Trustee - \$635/650;
 - (ii) Danny Crawford, Partner - \$650;
 - (iii) Karen Aylward, Vice-President and Licensed Insolvency Trustee - \$560
 - (iv) Steven Barlott, Senior Consultant / Manager - \$350/395;
 - (v) Maha Shah, Senior Consultant - \$350;
 - (vi) Shannon Massa, Administration (Non-Professional) - \$245;
 - (vii) Magan Schafer, Administration (Non-Professional) - \$245 ;
 - (viii) Isobel Smith, Administration (Non-Professional) - \$216/245;
 - (ix) Rebecca Namiiro, Administration (Non-Professional) - \$244;
 - (x) Shanna Marshall, Administration (Non-Professional) - \$216; and,
 - (c) I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accountant firms within the city of Edmonton of equivalent competence and expertise in the insolvency area.
 - (d) The disbursements contained within the Accounts totaling \$123 are comprised of:
 - (i) Postage fees of \$80; and,
 - (ii) Office costs of \$43.
5. With respect to the Receiver's independent legal counsel, Parlee McLaws LLP ("**Parlee**"), accounts covering fees and disbursements incurred by counsel for the period June 29, 2023, to January 31, 2024, which accounts are contained herein as **Exhibit "B"** (the "**Parlee Accounts**"):

- (a) The Parlee Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work, and the name of the individual who completed the work;
- (b) The hourly rate for each and every individual employee of the Receiver's independent legal counsel who completed work in regard to the Receivership (the "Parlee Hourly Rates"), including Non – Professional staff is as follows:

The Parlee team:

- (i) Randy S. Shapiro, Counsel - \$610;
 - (ii) Vicki G. Giannacopoulos, Counsel/ Partner - \$535/575
 - (iii) Steven A. Rohatyn, Partner - \$500/550;
 - (iv) Laura M. Perram, Associate - \$360;
 - (v) Leela T. Wright, Associate - \$345;
 - (vi) Zachary A. Fischer, Articling Student - \$260
 - (vii) Donna M. Mackie, Paralegal - \$225;
 - (viii) Rayne N. Prins, Paralegal - \$185/190;
- (c) I submit that the Parlee Hourly Rates are reasonable and comparable to the hourly rates of other law firms within the city of Edmonton of equivalent competence and expertise in the insolvency area; and
 - (d) The disbursements contained within the Parlee Accounts totaling \$2,165 are comprised of:
 - (i) Printing and scanning fees of \$617;
 - (ii) Land Titles searches and fees of \$474;
 - (iii) Registration and filing fees of \$446;
 - (iv) Other search fees of \$244;
 - (v) Other charges of \$178;
 - (vi) Delivery fees of \$97;
 - (vii) Personal Property Registry related fees of \$66
 - (viii) Corporate service charges of \$35; and,
 - (ix) Bank Act service charges of \$8.

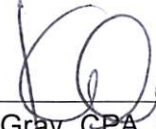
6. I make this Affidavit in support of the application to approve the fees, disbursements and GST of \$114,340.88 which have been rendered by MNP Ltd. as Receiver and to approve the fees, disbursements, other charges, and GST of \$103,738.97 which have been rendered by Parlee, counsel to the Receiver, within this Action.

SWORN before me at the City of
Edmonton, in the Province of Alberta, this
7th day of March 2024.



A Commissioner for Oaths in and for the
Province of Alberta

)
)
)
)
)
)
)
)
)
)



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

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

EXHIBIT A

Copies of the Receiver's Invoices

This is Exhibit " A " referred to
in the Affidavit of
Kristin Gray
.....
Sworn before me this 7 day
of March, 2024
Isobel Nicole Smith
.....
A Commissioner for Oaths in and for Alberta

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

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

Summary of Receiver's Fees

For the period of August 8, 2023, to December 31, 2023

Period	Invoice	Fees	Disbursements	GST	Total
August 8, 2023 to August 31, 2023	11231751	24,417.10	79.54	1,224.84	25,721.48
September 1, 2023 to September 30, 2023	11270105	21,914.10	43.22	1,097.87	23,055.19
October 1, 2023 to October 31, 2023	11322123	23,331.40	-	1,166.57	24,497.97
November 1, 2023 to November 30, 2023	11365518	23,477.30	-	1,173.87	24,651.17
December 1, 2023 to December 31, 2023	11397444	15,633.40	-	781.67	16,415.07
		108,773.30	122.76	5,444.82	114,340.88



September 25, 2023

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

Please find enclosed our Invoice No. 11231751 for professional services rendered for the period of August 8, 2023, to August 31, 2023, which we trust you will find in order.

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

Yours very truly,

MNP Ltd.
In its capacity as Receiver of
Jasper Summerlea Shopping Center Ltd.

Per:


Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



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

September 25, 2023

Invoice No: 11231751
GST No: 10369 7215

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

PROFESSIONAL SERVICES RENDERED by members of the staff of MNP Ltd., as Receiver of the Company, for the period August 8, 2023, to August 31, 2023, including inter alia the following:

DATE	STAFF	DESCRIPTION	TIME	FEE
08-Aug-2023	IS	Prepare the Receiver's case website and send the same to DLA; Pull corporate and PPR searches for the Company; Draft client acceptance documents; Draft engagement letter; Enter the engagement into MPM; Draft creditor listing;	1.00	216.00
09-Aug-2023	IS	Review and finalize various documents. Send the same to Grant Bazian for review;	.30	64.80
15-Aug-2023	SB	Draft and finalize Information Request; Review application materials; Extract Jollibee lease from affidavit;	2.00	700.00
15-Aug-2023	KG	Call with Steve Rohatyn of Parlee McLaws LLP ("Parlee") and Jerritt Pawlyk of DLA Piper LLP ("DLA") regarding the Jollibee rent and possible amendments to the Order; Review the Jollibee lease agreement; Review draft Order; Review application materials; Various pre-filing correspondence with Jerritt Pawlyk of DLA; Review PPR and corporate search; Review and edits to the Information Request; Prepare for and attend the adjourned application to appoint a Receiver;	2.50	1,587.50
16-Aug-2023	KG	Review the commitment letter from Dunhill Developments Limited;	.30	190.50

		Review correspondence and lease documentation related to 19072373 Alberta Ltd. o/a Liquor Spot;		
17-Aug-2023	SB	Edit and finalize the Information Request Letter; Correspondence with the debtor's counsel regarding meeting with Judy Chen at the Company; Arrange for a locksmith and prepare for taking possession. Discussion with Maha Shah regarding the same; Various correspondence;	1.00	350.00
17-Aug-2023	KG	Prepare for and attend Court application to appoint a Receiver; Email correspondence with the debtor's counsel to coordinate access to the Property and request financial information; Discussion with Steven Barlott regarding taking possession;	1.00	635.00
18-Aug-2023	MS	Take possession of the Property and perform a thorough walk through; Uploaded pictures of assets to the drive;	3.50	1,225.00
18-Aug-2023	SB	Attend the Property, take possession, and arrange to have locks changed;	3.5	1,225.00
18-Aug-2023	KG	Various correspondence regarding issues taking possession. Call with Steve Rohatyn of Parlee regarding the same; Review correspondence from the debtor's counsel; Review Filed Order;	.50	317.50
21-Aug-2023	SB	File update and progress discussion with Kristin Gray; Draft letter to Canadian Western Bank ("CWB") to freeze bank accounts; Various correspondence;	1.50	525.00
21-Aug-2023	IS	Draft website update; Post various documents to the website;	.70	151.20
21-Aug-2023	KG	Follow up email to the debtor's counsel regarding outstanding information; Email correspondence to Jerritt Pawlyk of DLA Piper regarding the completion quote and contractor; Review completion quote from Terrace Management Group Inc ("Terrace"). Call with Brian Trevelyan of Terrace regarding the completion quote and Property tour; Review and edit website updates;	1.00	635.00

		Email correspondence to West Edmonton Truckland regarding a Property tour;		
22-Aug-2023	SB	Finalize correspondence to ATB Financial ("ATB") and CWB to freeze bank accounts; Draft correspondence to Jollibee regarding the Receivership; Review proposal from Terrace; Call with Judy Chen of the Company regarding the Receivership; Various correspondence;	3.00	1,050.00
22-Aug-2023	KG	Review financial information from debtor counsel. Call with Steve Rohatyn of Parlee regarding outstanding information and correspondence with the debtor to date. Email correspondence to debtor counsel regarding outstanding information, specifically insurance, employee information, creditor details, vehicle location, and the CRA business number;	.60	381.00
23-Aug-2023	SB	Attend the Property to meet with Brian Trevelyan of Terrace for a deficiency walk through; Hand deliver bank account freeze letters to ATB and CWB; Prepare Form 87 Notice and Statement of the Receiver ("Form 87") and related tables; Telephone calls regarding leased vehicles to debtor and drivers; Various correspondence;	5.00	1,750.00
23-Aug-2023	IS	Estate banking tasks related to opening a new bank account; Draft the AUT-01 Form; Arrange couriers for bank freeze letter and Notice to Tenant; Prepare creditor listing. Various correspondence with Steven Barlott and Kristin Gray regarding the same;	1.20	259.20
23-Aug-2023	KG	Tour property with Brian Trevelyan of Terrace; Review and approve tenant letter to Jollibee; Call with Curtis Power of KV Capital Inc. ("KV") regarding the next steps, costs to complete, and Receiver funding; Call with Steve Rohatyn of Parlee regarding the costs to complete, tenant leases, equipment leases, and insurance; Email correspondence to First Foundation	5.00	3,175.00

		<p>Insurance ("First Foundation") regarding current coverage and the Receivership; Call with Doug Chivers regarding the assessment of costs to complete; Review First Capital Lease documentation; Review various books and records provided by debtor counsel; Email correspondence to Brian Trevelyan of Terrace regarding distressed project experience, capacity, interim inspections by engineers and consultants, and references; Give instructions regarding Form 87, the creditor listing, and utility accounts; Review and approve correspondence to ATB and CWB;</p>		
24-Aug-2023	SB	<p>Draft correspondence to Direct Energy and EPCOR to transfer utilities to the Receiver; Correspondence with CWB regarding banking information and review recent banking transactions; Correspondence with John Pow regarding insurance and location of Lexus;</p>	2.50	875.00
24-Aug-2023	IS	<p>Finalize creditor listing; Finalize Form 87 Notice; Fax Form 87 Notice to the Office of the Superintendent of Bankruptcy ("OSB"). Correspondence with the OSB regarding the same; Execute mail out of the Form 87; Commission mailing affidavit; Fax AUT-01 documents to the CRA;</p>	1.90	410.40
24-Aug-2023	KG	<p>Email correspondence to HUB regarding obtaining insurance coverage; Call with debtor's counsel regarding outstanding information; Follow up with email summary. Finalize Form 87; Call with Garnett Germain of First Foundation regarding existing coverage and the next payment; Correspondence to Alan Davies of Listrac; Review Terrace CV and references; Review insurance requirements in the Jollibee lease; Review hair salon lease; Correspondence to Curtis Power of KV regarding the Receiver's borrowings; Review Cansure policy; Bind HUB International Insurance ("HUB")</p>	3.00	1,905.00

		coverage on Jollibee building; Review pre-filing CWB bank transactions and email to debtor counsel regarding improper transactions;		
25-Aug-2023	SB	Attend Super 8 West Edmonton, take possession of Lexus, and have towed to GD;	1.50	525.00
25-Aug-2023	IS	Various updates to Ascend; Estate banking tasks; Correspondence with creditors;	.50	108.00
25-Aug-2023	KG	Review the Wyndham franchise agreement. Correspondence with Steve Rohatyn of Parlee regarding the same; Various correspondence with Ulf-Hilmar Hahn regarding his involvement with the project to date, Receiver's mandate, and role going forward; Various correspondence with Garnett Germain of First Foundation regarding existing policy, cancellation notice, and COC wrap up coverage; Correspondence to Terrace regarding costs to bring engineers and consultants back; Various correspondence regarding insurance coverage for the vehicles. Make storage and towing arrangements for the Lexus; Review CWB transactions and email correspondence to debtor's counsel regarding post filing transactions; Review insurance claim loss history. Email correspondence to debtor's counsel regarding the claims; Review the Jollibee building insurance invoice from HUB. Approve the same for payment;	2.00	1,270.00
28-Aug-2023	SB	Call with CWB regarding stop payment of BMW automatic withdrawal; Call with Yashna Kapoor of Jollibee Canada regarding the Receivership and leased space; Call with April Dickson of Omar Inc. regarding receivership and amounts owing; Various correspondence;	1.00	350.00

28-Aug-2023	KG	Review BMW lease documentation and Ford finance agreement; Correspondence with debtor counsel regarding insurance on truck and BMW. Give instructions to Steven Barlott regarding the same.	.40	254.00
29-Aug-2023	SB	Correspondence with Ricky Shum, hair salon tenant, regarding the lease of commercial space; Correspondence with Patti Jones of Telsco regarding fire and security monitoring; Discussion with Kristin Gray regarding insurance and construction completion; Various correspondence;	1.80	630.00
29-Aug-2023	KG	Review replacement policy terms. Call with Tony Thompson of HUB regarding the same; Bind property coverage and email correspondence with Garnett Germain of First Foundation regarding the same; Detailed review of Terrace's past projects; Call with Matt Hnatuk of Slokker Homes regarding their experience with Terrace; Correspondence with Kevin Mireau of Mireau Construction regarding costs to complete; Email correspondence to Francois Belzil of Biamonte, counsel to the second place lender, regarding insurance coverage; Email correspondence to debtor's counsel regarding insurance coverage on the truck and outstanding financial information; Call with Klondike Insurance to confirm BMW coverage; Call with Greg Gardner of Wheaton Properties regarding his experience with Terrace;	3.00	1,905.00
30-Aug-2023	SB	Coordinate taking possession of the Ford F150 and having towed to GD for storage, various correspondence regarding the same;	.30	105.00
30-Aug-2023	KG	Various correspondence with Steve Rohatyn regarding the 2019 and 2020 Ford trucks; Email correspondence to KV Capital regarding costs to complete, insurance, and next steps with Terrace; Give instructions to Steven Barlott to tow the 2020 Ford truck;	1.50	952.50

		Follow up with debtor counsel on outstanding information; Correspondence with Vault Credit regarding resuming payments and payment instructions;		
31-Aug-2023	SB	Calls with Kingsway Towing regarding removal and towing of Ford F150; Call with Yashna Kapoor regarding Jollibee insurance and other matters affected by the Receivership; Various correspondence;	.70	245.00
31-Aug-2023	KG	Review insurance requirements for Jollibee. Call with Steve Rohatyn of Parlee regarding any pre-filing service contracts or subcontractor agreements; Receive email correspondence from debtor counsel regarding outstanding information. Various email correspondence with Curtis Power of KV regarding insurance and the Jollibee lease; Review the salvage report for the 2019 Ford; Coordinate payment details with Vault;	.70	444.50
TOTAL			54.40	24,417.10

INVOICE SUMMARY

PROFESSIONAL FEES		\$24,417.10
DISBURSEMENTS		
Form 87 Mailout	<u>79.54</u>	79.54
GST on Professional Fees	1,220.86	
GST on Taxable Disbursements	<u>3.98</u>	1,224.84
TOTAL THIS INVOICE		<u><u>\$25,721.48</u></u>

The time incurred by members of the staff of MNP Ltd. on this assignment regarding the Company for the period August 8, 2023, to August 31, 2023, was as follows:

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	21.50	635.00	13,652.50
Steven Barlott	Senior Consultant	23.80	350.00	8,330.00
Maha Shah	Senior Consultant	3.50	350.00	1,225.00
Isobel Smith	Administration	5.60	216.00	1,209.60
Time Billed		<u>54.40</u>	<u>448.84 *</u>	<u>24,417.10</u>

(*Average)



October 23, 2023

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

Please find enclosed our Invoice No. 11270105 for professional services rendered for the period of September 1, 2023, to September 30, 2023, which we trust you will find in order.

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

Yours very truly,

MNP Ltd.
In its capacity as Receiver of
Jasper Summerlea Shopping Center Ltd.

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



October 23, 2023

Invoice No: 11270105
GST No: 10369 7215

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")**
Client Number: 1039706

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

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Sep-2023	KG	Call with Curtis Power of KV Capital Inc. ("KV Capital") regarding Terrace Management Group Inc. ("Terrace"), costs to complete, and insurance; Call with Braydn Arth of Institutional Property Advisors ("IPA") regarding the Receivership, Wyndham agreement, furniture, and timeline for broker selection;	.60	381.00
05-Sep-2023	SB	Follow up correspondence with Yashna Kapoor of Jollibee Canada ("Jollibee") regarding rent payment and requested information;	.30	105.00
05-Sep-2023	KG	Correspondence with Brian Trevelyan of Terrace regarding next steps, adjustment of certain completion costs, insurance, and the form of the Canadian Construction Documents Committee ("CCDC") contract; Correspondence to Ulf-Hilmar Hahn of Sparked Wolf Ventures Ltd. ("Sparked Wolf") regarding contracting to the Receiver going forward; Review and approve invoices for payment; Correspondence with Steven Rohatyn of Parlee McLaws LLP ("Parlee") regarding the form of the CCDC contract;	.70	444.50

06-Sep-2023	SB	Review invoices for payment; Correspondence with Ricky Shum of Ricky's Hair World ("Ricky's Hair") regarding the lease for the hair salon space; Correspondence with Jodi Fraatz of Integrity Waste Solutions Inc. ("Integrity Waste") regarding waste bin rental; Various correspondence;	.70	245.00
06-Sep-2023	KG	Email correspondence with Brian Trevelyan of Terrace regarding the updated budget, the form of CCDC, and the second walkthrough; Email correspondence to counsel for Ricky's hair regarding timelines for completion;	.30	190.50
07-Sep-2023	IS	Post funds received to Ascend. Arrange deposit of the same;	.30	64.80
07-Sep-2023	KG	Various email correspondence to counsel for Ricky's Hair regarding product and fixtures on site; Email correspondence to Brian Trevelyan of Terrace regarding the CCDC; Review the KV Capital commitment letter. Call with Steve Rohatyn of Parlee regarding edits and changes;	1.00	635.00
08-Sep-2023	SMM	Deposit funds received;	.10	24.50
08-Sep-2023	SB	Correspondence with Ricky Shum of Ricky's Hair regarding the lease and collection of personal items; Call and email with April Dixon of Allmar regarding the Receivership; Correspondence with Jodi Kenzle of ATB Financial ("ATB") regarding the Company's bank account, bank statements, and balance in the account;	.80	280.00
08-Sep-2023	KG	Correspondence to debtor's counsel regarding the cost to complete budget and timeline; Correspondence to David Yesdresyski, counsel to Ricky's Hair, regarding third party assets and the timeline for occupancy;	.30	190.50
11-Sep-2023	SB	Review and approve correspondence as drafted by Parlee to the Company; Correspondence with Ricky Shum of Ricky's Hair regarding collection of personal items; Review details provided by Jollibee regarding the leased property;	1.70	595.00

11-Sep-2023	IS	Arrange to pay insurance;	.50	108.00
11-Sep-2023	KG	<p>Various correspondence with Brian Trevelyan of Terrace regarding the amended budget, CCDC contract, subcontractor negotiations, and a site-walk through;</p> <p>Correspondence with Jerritt Pawlyk of DLA Piper LLP ("DLA") regarding the commitment letter and Receiver's borrowings;</p> <p>Review insurance invoice. Correspondence with Isobel Smith regarding payment;</p> <p>Review and approve invoices for payment;</p> <p>Call with Steve Rohatyn of Parlee regarding the form of CCDC and special terms to include;</p> <p>Approve correspondence to counsel to the debtor regarding outstanding information;</p> <p>Call with Francis Yeung of West Edmonton Truckland Ltd. regarding the completion budget and timeline;</p> <p>Execute Terrace authorization for release of information by the City of Edmonton, engineers, and consultants;</p> <p>Email correspondence to Ulf-Hilmar Hahn of Sparked Wolf regarding the timeline for the site walkthrough;</p> <p>Call with Steve Rohatyn of Parlee regarding payment of negotiated pre-filing AR, costs to complete, and the interplay with the CCDC;</p>	2.40	1,524.00
12-Sep-2023	SB	<p>Correspondence with Tony Thompson of HUB International Insurance ("HUB") regarding Jollibee fire suppression and leased building;</p> <p>Correspondence with Ricky Shum of Ricky's Hair regarding lease and personal items at the Property;</p> <p>Correspondence with Yashna Kapoor of Jollibee regarding payment of rent and outstanding information requested;</p> <p>Call and correspondence with Debbie Neuman of Met Credit regarding the Receivership;</p>	.80	280.00
12-Sep-2023	IS	Various correspondence regarding the insurance payment;	.20	43.20
12-Sep-2023	KG	Call with Steve Rohatyn of Parlee regarding CCDC2 vs CCDC 5B;	.20	127.00

13-Sep-2023	SB	Review and edit various correspondence;	.40	140.00
13-Sep-2023	IS	Prepare and edit miscellaneous correspondence;	.70	151.20
13-Sep-2023	KG	Correspondence to Tony Thompson of HUB regarding snow removal and other considerations for the Jollibee building insurance; Email correspondence to the Company regarding the drywall, roofing, and insulation contractors; Email correspondence with Brian Trevelyan of Terrace regarding a walk-through, contractor details, and engineering/consultant costs; Coordinate cost to complete walk through with West Edmonton Truckland Ltd. and Ulf-Hilmar Hahn of Sparked Wolf; Follow up with KV Capital on the term sheet; Various correspondence regarding payment of insurance proceeds;	1.00	635.00
14-Sep-2023	SB	Request snow removal quotes for the Property; Follow up with Yashna Kapoor regarding payment of rent and insurance;	.50	175.00
15-Sep-2023	KG	Call with Steve Rohatyn of Parlee, KV Capital, and Jerritt Pawlyk of DLA regarding changes to the commitment letter; Correspondence to Ford regarding the PPSA s.18 request; Email correspondence with Mickey Spencer of GD Auctions and Appraisals ("GD") regarding the vehicle values; Review edits to the commitment letter proposed by Parlee; Review the storage demand letter from West Edmonton Truckland Ltd.; Correspondence to counsel to West Edmonton Truckland Ltd. regarding the storage agreement; Correspondence with Brian Trevelyan of Terrace regarding the concrete and seasonal work; Correspondence with Debtor's counsel regarding a site tour and outstanding invoices.	1.50	952.50
18-Sep-2023	IS	Send wire instructions to KV Capital Inc.; Various estate banking tasks;	.30	64.80

		Draft Receiver's Certificate number 1. Send the same to Kristin Gray;		
18-Sep-2023	KG	Review the final version of the Commitment Letter, Review and execute Receiver's Certificate #1; Correspondence to KV Capital regarding funding and the final budget; Review the revised budget provided by Terrace. Forward a working copy of the budget to Ulf-Hilmar Hahn of Sparked Wolf;	.80	508.00
19-Sep-2023	IS	Estate banking tasks;	.20	43.20
19-Sep-2023	KG	Attendance at the Property; Second deficiency tour with Brian Trevelyan of Terrace and Ulf-Hilmar Hahn of Sparked Wolf; Detailed review of the budget with Terrace; Tour property with Francis Yeung of West Edmonton Truckland Ltd.; Correspondence with Brian Trevelyan of Terrace regarding the proposed waterproofing solution for the roof; Coordinate tour with a potential lender for debtor counsel; Call with Steve Rohatyn of Parlee regarding the form of CCDC, liquor store lease, and working copy of the budget; Review the insurance certificate from Jollibee. Correspondence with Tony Thompson of HUB regarding the same; Review correspondence to the liquor store regarding the disclaimer of the Amending Agreement;	5.00	3,175.00
20-Sep-2023	KG	Attendance at the Property to meet Judy Chen of the Company, debtor counsel, and Davina Federgreen to tour the Property for refinancing purposes; Various correspondence with Steve Rohatyn of Parlee regarding the liquor store lease and amounts owing by the Company pursuant to the Agreement; Review and approve correspondence from Parlee McLaws to counsel for the liquor store tenant regarding the disclaimer of the Amending Agreement; Receive email from Brian Trevelyan of Terrace regarding roof repair options;	1.50	952.50

21-Sep-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.50	108.00
21-Sep-2023	KG	Email correspondence to the Company regarding outstanding information, graffiti quote, and door contractor; Receive and respond to Kim Wakefield of Dentons LLP ("Dentons") regarding the proceedings and an amount owing; Review Jollibee building insurance policy; Email correspondence to Jollibee regarding an update on payment of September rent; Review the snow removal quote from Embark. Discussions with Steven Barlott regarding the same; Sign cheques; Detailed review of Terrace budget v3; Review comments from Ulf Hilmar-Hahn of Sparked Wolf on costs; Email budget questions to Terrace; Call with Brian Trevelyan of Terrace on v3 of the budget, contingency, and commercial space costs;	1.50	952.50
22-Sep-2023	IS	Correspondence with Vault Credit regarding payment of invoices;	.20	43.20
22-Sep-2023	KG	Call with Jollibee regarding issues with September rent; Review correspondence from Brian Trevelyan of Terrace regarding completion costs and the revised budget; Review final budget; Prepare short term cash flow for funding; Call with Steve Rohatyn of Parlee regarding the CCDC;	1.00	635.00
25-Sep-2023	SB	Review and edits to cashflow, discussion with Kristin Gray regarding the same; Review various correspondence regarding project completion;	1.50	525.00
25-Sep-2023	IS	Edit and finalize miscellaneous correspondence;	1.00	216.00
25-Sep-2023	KG	Prepare and finalize short term projected cash flow; Review the revised Proposal from Terrace; Review proposed CCDC and supplementary conditions; Email correspondence to KV Capital regarding the final completion budget, projected cash flow, and second borrowing	3.60	2,286.00

		<p>tranche; Correspondence with Jollibee regarding the GST number; Review the landscaping quote in detail and related comments from Ulf-Hilmar Hahn of Sparked Wolf. Various correspondence with Brian Trevelyan of Terrace regarding the same; Correspondence to Brian Trevelyan of Terrace regarding door lock issues and alarm monitoring; Review legal opinion from Parlee on the KV Capital security; Edit and finalize various correspondence;</p>		
26-Sep-2023	SB	<p>Review snow removal quotes, approve and award the same; Correspondence with Telsco regarding security system; Correspondence with Brian Trevelyan of Terrace regarding interior locks;</p>	1.50	525.00
26-Sep-2023	IS	<p>Pull a Black Book value on the leased BMW;</p>	.20	43.20
26-Sep-2023	KG	<p>Call with Steve Rohatyn of Parlee and Brian Trevelyan of Terrace regarding proposed changes to the CCDC and supplemental conditions; Sign and execute Terrace Proposal;</p>	.80	508.00
27-Sep-2023	SB	<p>Coordination of interior lock changes at the Property with On Guard Lock and Safe;</p>	.30	105.00
27-Sep-2023	IS	<p>Prepare and finalize Receiver's Certificate number 2. Send the same to Kristin Gray; Verbally confirm wire instructions with Terrace and prepare outgoing wire requests for the same;</p>	.70	151.20
27-Sep-2023	KG	<p>Call with Brian Trevelyan of Terrace regarding concerns with Allmar's costs; Call with Telsco to set up user account and provide access to Terrace; Review Terrace's edits to the supplemental conditions and correspondence with Steve Rohatyn of Parlee regarding the same; Coordinate internet at the property with Terrace; Email correspondence to KV Capital regarding additional borrowings; Review BMW Black Book value and email correspondence to Steve Rohatyn of Parlee</p>	2.20	1,397.00

		regarding the same; Review and execute Receiver's Certificate number 2; Correspondence with Paul Elson of KV Capital regarding GST, the commercial leases, and the timing of funding; Follow up with debtor counsel regarding outstanding information;		
27-Sep-2023	SM	Post disbursement to Ascend. Provide to Isobel Smith for processing;	.10	21.60
28-Sep-2023	DC	Correspondence with Kristin Gray on GST issues for completing construction and sale of the Property;	.40	260.00
28-Sep-2023	SB	Call and email correspondence with Kelly Rodd of Guest Supply Canada regarding the receivership and customized hotel related items ordered; Review the Jollibee lease and information related to additional rent; Various correspondence;	1.50	525.00
28-Sep-2023	IS	Various estate banking tasks;	.20	43.20
28-Sep-2023	KG	Correspondence to Brian Trevelyan of Terrace and Steve Rohatyn of Parlee regarding AP amounts, internet access, language for subcontractor release, and timing of funding; Correspondence with KV Capital regarding receipt of funding; Correspondence with Danny Crawford regarding GST and ITCs and considerations for the Receiver; Correspondence with Brian Trevelyan of Terrace regarding additional CRU costs and the roof solution; Correspondence to Ricky's Hair regarding the hot water tank; Review Jollibee insurance documents regarding property coverage and discussion with HUB regarding the same; Correspondence to Ulf-Hilmar Hahn of Sparked Wolf regarding next steps, invoicing, and weekly site visits; Review subcontractor AP releases;	1.80	1,143.00
29-Sep-2023	SB	Review of Jollibee rent payment, provide journal entry to Isobel Smith for posting; Correspondence with Kelly Rodd of Guest	.50	175.00

		Supply Canada; Various Correspondence;		
29-Sep-2023	IS	Post funds received to Ascend; Various estate banking tasks relating to an outgoing wire transfer;	.40	86.40
29-Sep-2023	IS	Website update; Send wire confirmation to Terrace;	.60	129.60
	TOTAL		43.30	21,914.10

INVOICE SUMMARY

PROFESSIONAL FEES		\$21,914.10
DISBURSEMENTS		
Office Costs	<u>43.22</u>	43.22
GST on Professional Fees	1,095.71	
GST on Taxable Disbursements	<u>2.16</u>	1,097.87
TOTAL THIS INVOICE		<u><u>\$23,055.19</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	26.20	635.00	16,637.00
Danny Crawford	Partner	0.40	650.00	260.00
Steven Barlott	Senior Consultant	10.50	350.00	3,675.00
Shannon M. Massa	Senior Administrator	0.10	245.00	24.50
Isobel Smith	Senior Administration	6.00	216.00	1,296.00
Shanna Marshall	Administration	0.10	216.00	21.60
Time Billed		<u>43.30</u>	<u>506.10 *</u>	<u>21,914.10</u>

(*Average)



November 24, 2023

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages


**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

Please find enclosed our Invoice No. 11322123 for professional services rendered for the period of October 1, 2023, to October 31, 2023, which we trust you will find in order.

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

Yours very truly,

MNP Ltd.
In its capacity as Receiver of
Jasper Summerlea Shopping Center Ltd.

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



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

November 24, 2023

Invoice No: 11322123
GST No: 10369 7215

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")**
Client Number: 1039706

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

DATE	STAFF	DESCRIPTION	TIME	FEE
02-Oct-2023	SB	Review of Honeybee Foods (Canada) Corporation ("Jollibee") lease and preparation of additional rent budget and related calculations;	1.00	395.00
02-Oct-2023	IS	Post disbursement to Ascend; Estate banking tasks;	.30	73.50
02-Oct-2023	KG	Call with Jollibee regarding concerns with parking, garbage area, and signage; Call with Brian Trevelyan of Terrace Management Group Inc. ("Terrace") regarding the status of the Canadian Construction Documents Committee ("CCDC"), issues with uninsulated walls, and other trade considerations; Correspondence with Francis Yeung of West Edmonton Truckland Ltd. ("Edmonton Truckland") regarding reviewing the final budget. Correspondence with Steven Rohatyn of Parlee McLaws LLP ("Parlee") regarding the same; Review the proposed confidentiality agreement; Review and approve invoices for payment; Correspondence with Isobel Smith regarding CRA access; Coordinate regular progress walkthroughs with Ulf-Hilmar Hahn of Sparked Wolf Ventures Ltd. ("Sparked Wolf");	2.00	1,300.00

		Review Jollibee draft signage agreement; Correspondence to the hair salon tenant regarding the hot water tank; Various correspondence to confirm wire transfer to Terrace;		
03-Oct-2023	RN	Prepare bank reconciliation for August 2023.	.10	24.40
03-Oct-2023	SB	Review and edits to the Jollibee additional rent budget; Correspondence with various creditors;	1.60	632.00
03-Oct-2023	IS	Prepare cheque for disbursement request; Arrange to mail; Various estate banking tasks related to the confirmation of receipt of wire funds;	.20	49.00
03-Oct-2023	KG	Review proposed additional changes to the CCDC supplemental conditions. Call with Steve Rohatyn of Parlee regarding the same; Review and edits to the additional rent calculation for Jollibee; Email correspondence to A&M Qualico Painting Limited ("A&M Qualico") regarding release of third party equipment; Correspondence regarding the cost of a hot water heater for the hair salon tenant;	1.00	650.00
03-Oct-2023	SM	Post disbursement to Ascend. Provide the same to Isobel Smith for processing;	.10	21.60
04-Oct-2023	SB	Correspondence regarding the OutFront Media Canada ("OutFront Media") sign;	.30	118.50
04-Oct-2023	IS	Post funds received to Ascend. Various estate banking tasks relating to the same;	.30	73.50
04-Oct-2023	KG	Various correspondence with A&M Qualico regarding the release of third party assets; Correspondence to Jollibee regarding second access points on the property and denial from the City of Edmonton; Correspondence with Terrace regarding the CCDC; Review OutFront Media lease; Correspondence regarding a check meter on the sign;	.70	455.00
05-Oct-2023	SB	Various correspondence regarding CCDC contract, witness the same for Kristin Gray;	.30	118.50
05-Oct-2023	IS	Prepare disbursement cheque. Arrange to mail the same;	.10	24.50

05-Oct-2023	KG	Final review and execution of CCDC Review roof quotes and comments from Ulf-Hilmar Hahn of Sparked Wolf; Correspondence to Brian Trevelyan of Terrace regarding approval of the Wesco International ("Wesco") quote and hood fan change order; Execute hood fan change order; Correspondence with Steven Rohatyn of Parlee regarding additional rent for Jollibee;	1.00	650.00
06-Oct-2023	SB	Call with Nadia Mitchell of Re/Max Elite regarding the removal of the for lease sign;	.30	118.50
06-Oct-2023	KG	Correspondence with Brian Trevelyan of Terrace regarding the roof repair and issues with the homeless at the Property; Correspondence with Jollibee regarding access points at the Property;	.30	195.00
10-Oct-2023	KA	Review and approve bank reconciliation for August 2023;	.20	112.00
10-Oct-2023	SB	Correspondence with Nadia Mitchell of Re/Max Elite regarding the for lease sign on the Property and the Receivership;	.30	118.50
10-Oct-2023	KG	Correspondence with Steve Rohatyn of Parlee regarding the request from the Company for the CCDC;	.10	65.00
11-Oct-2023	IS	Re-fax the AUT-01 package to the CRA;	.30	73.50
12-Oct-2023	SB	Draft correspondence to Jollibee regarding revised additional rent and prorated amount to the date of Receivership; Update cashflow with September actual amounts; Draft disclaimer of lease for the BMW;	2.50	987.50
12-Oct-2023	IS	Call with the CRA regarding the setup of an RT0002 GST account. Fax a GST10 Form to the CRA regarding the same;	.50	122.50
12-Oct-2023	KG	Email correspondence to Judy Chen of the Company and counsel to the Company regarding outstanding information; Email correspondence to the Company's external accountant, RSM Canada ("RSM"), requesting tax and accounting books and records; Correspondence with Jollibee regarding additional rent calculation; Correspondence with Steve Rohatyn of Parlee regarding the liquor store lease;	.50	325.00

13-Oct-2023	SB	Review and summarize claim values and Black Book values for the Ford and Lexus; Call with Margaret Pigott of Lexus Financial Services regarding the Lexus and the Receivership;	.80	316.00
13-Oct-2023	KG	Email correspondence to Sam Young of RSM regarding the release of books and records; Review the signed Confidentiality Agreement ("CA") from Judy Chen; Correspondence to Steven Rohatyn of Parlee regarding the release of CCDC and budget; Email correspondence to GD regarding outstanding towing and storage amounts; Call with Ford regarding their lease agreement and Proof of Claim; Forward Lexus and Ford documentation to Steve Rohatyn of Parlee. Call to discuss the release of the same; Review summary of book values and amounts owing for the Ford and Lexus; Review and approve BMW lease disclaimer;	1.00	650.00
16-Oct-2023	SB	Various correspondence to Direct Energy and ATCO to have the gas meter reconnected; Send Bobcat serial number to Isobel Smith to pull PPR search;	2.50	987.50
16-Oct-2023	IS	Prepare and edit miscellaneous correspondence; Request PPR search on Bobcat serial number;	1.60	392.00
16-Oct-2023	KG	Call with Brian Trevelyan of Terrace regarding an update on construction, the missing ATCO meter, and the various subcontractor releases; Correspondence with Telsco regarding the security cameras; Correspondence regarding ownership of the skid steer; Review correspondence to ATCO regarding metering and updates required. Give instructions to Steven Barlott regarding the same;	.50	325.00
17-Oct-2023	SB	Correspondence with Telsco regarding account name; Review various correspondence regarding construction updates;	.20	79.00

17-Oct-2023	IS	Review disbursements posted to Ascend. Prepare cheques. Arrange to mail the same;	.20	49.00
17-Oct-2023	KG	Call with Brian Trevelyan of Terrace and Steve Rohatyn of Parlee regarding site concerns with debtor attendance; Review and approve correspondence to debtor counsel regarding attendance on site;	.10	65.00
17-Oct-2023	SM	Post disbursement to Ascend. Provide same to Isobel Smith for processing;	.20	43.20
18-Oct-2023	SB	Review and edit various correspondence;	.40	158.00
18-Oct-2023	KG	Attendance at the Property to review construction progress and discuss roofing change order. Discussion with Ulf-Hilmar Hahn of Sparked Wolf regarding the same; Correspondence with Telsco regarding the cameras; Review executed releases from Target, Maxim, and Acuity; Follow up on subcontractor releases for LVL, Gisborne, and Allmar and strategy for completion of work; Email update to Jerritt Pawlyk of DLA Piper LLP ("DLA"); Review the pigeon clean up quote and advise to hold for now; Edit and finalize various correspondence;	1.50	975.00
19-Oct-2023	SB	Review Request for Proposals ("RFP") and prepare Non Disclosure Agreements ("NDA"), discussion with Kristin Gray regarding the same; Review various correspondence;	.50	197.50
19-Oct-2023	IS	Review disbursement posted to Ascend. Prepare cheque for the same; Arrange to mail;	.10	24.50
19-Oct-2023	KG	Review electrical deficiencies and correspondence with Brian Trevelyan of Terrace regarding the same; Correspondence with Steve Rohatyn of Parlee regarding release in respect of the BMW, Ford, and Lexus leases; Draft broker RFP. Review NDA; Forward broker RFP to Steve Rohatyn of Parlee for comment; Correspondence regarding graffiti on the building and removal strategy;	1.00	650.00

19-Oct-2023	SM	Post disbursement to Ascend. Provide same to Isobel Smith for processing;	.10	21.60
20-Oct-2023	KG	Email RFP to JLL Canada ("JLL"), NAI Commercial ("NAI"), IPA, and Avison Young ("AY"); Coordinate tours;	.50	325.00
23-Oct-2023	SB	Prepare documents and information for data room for real estate brokers for RFP submission; Execute NDA and send data room link to AY, NAI, and Marcus & Millichap; Arrange for Embark Landscape & Design ("Embark") to meet on site to discuss snow removal; Correspondence with Jollibee regarding snow removal;	1.20	474.00
23-Oct-2023	IS	Edit and finalize miscellaneous correspondence;	.50	122.50
23-Oct-2023	KG	Correspondence with a creditor regarding the Receivership process; Correspondence to confirm snow removal and coordinate site tour; Coordinate various broker Property tours; Review and approve NDA documents to be sent to brokers; Review LVL release; Call with Brian Trevelyan of Terrace regarding issues with the sprinkler piping and lifting floors;	1.00	650.00
24-Oct-2023	SB	Correspondence with Patti Jones of Telsco regarding the account and monitoring;	.40	158.00
24-Oct-2023	KG	Email correspondence to Dale James of Re/Max Excellence Commercial ("Re/Max Excellence") regarding a broker proposal; Receive correspondence from Brian Trevelyan of Terrace regarding WLA landscaping recommendations and gas meter issues;	.40	260.00
25-Oct-2023	SB	Call with Direct Energy regarding additional gas meters and address for services; Correspondence with Holly Stambaugh of Guest Supply Canada regarding customized items;	1.30	513.50

25-Oct-2023	KG	Review and approve invoices for payment; Correspondence with Kurtis Power of KV Capital Inc. ("KV Capital") regarding broker tours, completion timeline, and professional fees; Correspondence to Steven Rohatyn of Parlee regarding seizure costs related to the Ford and Lexus;	.40	260.00
26-Oct-2023	IS	Correspondence with the CRA regarding the RT0002. Provide an update to Kristin Gray regarding the same;	.40	98.00
26-Oct-2023	KG	Attendance at the Property; Tour with snow removal contractor to establish winter practices and pile areas; Tour NAI; Meet with Brian Trevelyan of Terrace regarding exterior site and landscaping timelines due to incremental weather and Tetra Tech foundation testing requirements; Coordinate JLL tour; Correspondence with Tetra Tech regarding outstanding invoices and a subcontractor agreement; Coordinate KV / Terrace / MNP tour; Correspondence with Steven Barlott regarding the ATCO, Direct Energy, and EPCOR meter/address issues;	3.00	1,950.00
27-Oct-2023	SB	Calls with Direct Energy and Atco regarding the installation of two new meters and incorrect meter addresses; Call with EPCOR regarding missing account on invoice and incorrect address for hotel portion service; Correspondence to Brian Trevelyan of Terrace regarding gas and electric meter inquiry and issues; Correspondence with Jollibee regarding outstanding additional rent; Execute NDA and provide data room information to JLL and Re/Max Excellence; Correspondence with various creditors;	4.00	1,580.00
27-Oct-2023	KG	Attendance at the Property; Tour AY; Meet with Brian Trevelyan of Terrace regarding the landscaping plan and issues with the sprinkler; Email correspondence regarding prior period GST returns;	1.20	780.00

30-Oct-2023	SB	Call with Kelly Rodd of Guest Supply Canada regarding the Receivership and special order items; Send new creditor information to Shanna Marshall to update creditor listing; Execute and send a copy of the NDA to JLL; Draft Disclaimer of Lease letter to Ford Credit Canada;	2.20	869.00
30-Oct-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail; Various estate administrative and banking tasks related to incoming funds and GL entries;	.90	220.50
30-Oct-2023	KG	Call with Steve Rohatyn of Parlee regarding the liquor store lease; Email correspondence to Jollibee to set up a call with legal to discuss the lease amending agreement; Update cash flow actuals for October; Email update to KV Capital; Follow up with debtor counsel on outstanding financial information; Coordinate Jollibee site tour;	1.20	780.00
30-Oct-2023	SM	Add new creditor information to the creditor list and Ascend;	.10	21.60
31-Oct-2023	SB	Finalize and send disclaimer of lease to Ford Credit Canada and Lexus Financial Services;	1.40	553.00
31-Oct-2023	KG	Attendance at the Property; Tour IPA; Tour JLL; Review and edits to the Ford and Lexus release letter;	3.20	2,080.00
TOTAL			48.00	23,331.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$23,331.40
GST on Professional Fees	<u>1,166.57</u>	1,166.57
TOTAL THIS INVOICE		<u><u>\$24,497.97</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	20.60	650.00	13,390.00
Karen Aylward	Vice President	0.20	560.00	112.00
Steven Barlott	Manager	21.20	395.00	8,374.00
Isobel Smith	Senior Administration	5.40	245.00	1,323.00
Rebecca Namirro	Estate Manager	0.10	244.00	24.40
Shanna Marshall	Administration	0.50	216.00	108.00
Time Billed		48.00	486.07 *	23,331.40

(*Average)



December 20, 2023

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages


**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

Please find enclosed our Invoice No. 11365518 for professional services rendered for the period of November 1, 2023, to November 30, 2023, which we trust you will find in order.

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

Yours very truly,

MNP Ltd.
In its capacity as Receiver of
Jasper Summerlea Shopping Center Ltd.

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



December 20, 2023

Invoice No: 11365518
GST No: 10369 7215

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

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

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Nov-2023	KG	Attendance at the Property to meet with Brian Trevelyan of Terrace Management Group Inc. ("Terrace") and Ulf-Hilmar Hahn of Sparked Wolf Ventures Ltd. ("Sparked Wolf") for a construction progress meeting;	1.50	975.00
02-Nov-2023	IS	Post funds received to Ascend. Various estate banking tasks related to the same; Review documents received from the Company. Scan and save the same;	.70	171.50
02-Nov-2023	KG	Finalize update email to KV Capital Inc. ("KV Capital"); Correspondence with April Dixon of Allmar regarding the form of release; Email to Sam Young of RSM Canada ("RSM") regarding a demand for outstanding financial information; Review pre-filing GST and T2 returns; Email correspondence to Curtis Power of KV Capital regarding the lease rates and vacant commercial retail unit ("CRU"). Correspondence with Steve Rohatyn of Parlee McLaws LLP ("Parlee") regarding the same; Email correspondence to Brian Trevelyan of Terrace to confirm prepaid deposits; Call with Institutional Property Advisors ("IPA") and NAI Commercial ("NAI") regarding market lease rates;	1.50	975.00

		Email Honeybee Foods (Canada) Corporation ("Jollibee") regarding landscaping and paving work notice;		
03-Nov-2023	RN	Prepare bank reconciliation for September 2023;	.10	24.40
03-Nov-2023	SB	Call with BMW Financial Services Canada ("BMW") regarding disclaimer of the lease to Judy Chen of the Company; Send electronic drawings to JLL Canada ("JLL") and Avison Young ("AY"); Review various correspondence regarding construction;	1.30	513.50
03-Nov-2023	KG	Review historical financial information from the Company's accountant; Correspondence with Sam Young of RSM regarding a quote to complete the bookkeeping and stub period GST return; Correspondence to KV Capital regarding proforma projections, appraisals, or feasibility studies on file. Email correspondence to AY regarding the same;	.40	260.00
06-Nov-2023	SB	Discussion with Kristin Gray regarding Ford disclaimer of lease, correspondence with Clarke Gerrior of Bailiff Edmonton regarding the same;	.60	237.00
06-Nov-2023	KG	Review 2021 property appraisal and Altus report; Various correspondence with Allmar regarding the release and pre-filing amounts; Correspondence to Sam Young of RSM regarding 2023 bookkeeping and payment of pre-filing amounts;	.40	260.00
07-Nov-2023	KA	Review and approve bank reconciliation for September 2023;	.20	112.00
07-Nov-2023	SB	Correspondence with Prairie Bailiff Services regarding the collection of the Ford F150, update storage fee costs, and prepare an invoice for payment; Correspondence with Mickey Spencer of GD Auctions and Appraisals ("GD") regarding the release of the vehicle, review invoice for payment regarding the same; Call with Marylene Altenor of Guest Supply Canada regarding the deposit held and custom order items;	3.30	1,303.50

07-Nov-2023	KG	Approve invoice to Ford; Correspondence with Steven Barlott regarding the release and payment of GD; Review and approve a legal invoice for payment; Review Allmar release and various correspondence regarding the same; Coordinate call with Jollibee to discuss Lease Amending Agreement; Call with Steve Rohatyn of Parlee regarding the Liquor Store lease and correspondence to date with their counsel; Correspondence with Andrew Simpson of JLL regarding the leases, and marketing proposal;	.70	455.00
07-Nov-2023	SM	Post disbursement to Ascend. Provide same to Isobel Smith for Processing;	.40	86.40
08-Nov-2023	KG	Sign cheques; Correspondence with Brian Trevelyan of Terrace regarding the second progress draw; Coordinate call with Ian Cantor of Minden Gross, counsel to Jollibee; Call with Re/Max broker regarding the status of the liquor store lease; Correspondence to Telus to confirm services and billing instructions; Receive and review proposals from NAI, Re/Max and IPA; Correspondence with Mark Sze of OutFront Media Canada ("OutFront Media") regarding payment of rent for the billboard;	1.20	780.00
09-Nov-2023	SB	Review and summarize broker proposals received;	3.00	1,185.00
09-Nov-2023	KG	Review AY marketing proposal; Email correspondence to Francis Yeung of West Edmonton Truckland regarding the status of construction and listing the Property for sale; Discuss proposals and recommendation approach with Steven Barlott;	.70	455.00
10-Nov-2023	SB	Draft broker proposal memo to the lender;	3.50	1,382.50
10-Nov-2023	IS	Post funds received to Ascend. Various estate banking tasks related to the same;	.30	73.50

10-Nov-2023	KG	<p>Review the Jollibee Lease Amending Agreement;</p> <p>Review the site plan and development permit in respect of second entrance;</p> <p>Call with Jollibee, Ian Castor of Minden Gross and Steven Rohatyn of Parlee regarding the Lease Amending Agreement and issues with the second entrance;</p> <p>Review title of property immediately West of Property;</p> <p>Call with Brian Trevelyan of Terrace regarding the second entrance and development permit approval;</p> <p>Correspondence to the City of Edmonton;</p> <p>Attendance at the Property;</p> <p>Site tour with Jollibee;</p> <p>Site tour with KV Capital;</p> <p>Site tour with Judy Chen of the Company;</p> <p>Meet with Brian Trevelyan of Terrace regarding completion progress;</p> <p>Correspondence with Steve Rohatyn of Parlee regarding Jollibee right of first refusal to purchase and next steps;</p> <p>Meet with Mickey Spencer of GD on site to review potential auction items;</p>	4.50	2,925.00
11-Nov-2023	KG	<p>Review Terrace invoice #2 and supporting documentation;</p> <p>Prepare and execute Receiver's Certificate # 3;</p> <p>Forward funding request to KV Capital;</p> <p>Email correspondence to KV Capital regarding the OutFront Media lease and Jollibee Lease Amending Agreement;</p> <p>Correspondence to Steven Barlott to confirm Nerval and Eden deposits;</p>	.70	455.00
12-Nov-2023	KG	<p>Review and edits to the listing proposal and broker recommendation memo;</p> <p>Give instructions to Steven Barlott to finalize;</p>	1.50	975.00
14-Nov-2023	SB	<p>Finalize Listing Proposal Memo and related appendices, send same to KV Capital;</p>	1.50	592.50
14-Nov-2023	IS	<p>Post disbursements to Ascend. Prepare cheques for the same;</p> <p>Arrange to mail;</p> <p>Post funds received to Ascend. Various estate banking tasks related to the same;</p>	.50	122.50

14-Nov-2023	KG	Correspondence to Heather Deboer of Calmont regarding a key for the bobcat; Call with Francis Yeung of West Edmonton Truckland regarding the sale process timeline; Correspondence with Steven Barlott regarding the broker proposal memo; Correspondence with KV Capital regarding receipt of Receiver's borrowings; Call with Sam Young of RSM regarding the pre-filing bookkeeping work required;	.60	390.00
15-Nov-2023	IS	Post funds received to Ascend. Various estate banking tasks related to the same; Prepare outgoing wire transfer. Various estate banking tasks related to the same; Various estate banking tasks related to incoming funds;	.80	196.00
16-Nov-2023	SB	Call with KV Capital regarding broker proposals; Review various correspondence from Terrace Management;	.50	197.50
16-Nov-2023	KG	Call with KV Capital regarding the broker proposals; Call with Brian Trevelyan of Terrace regarding elevator block issues; Email correspondence to the debtor and debtor counsel regarding the same; Coordinate call with IPA to discuss the proposal and award listing;	1.00	650.00
17-Nov-2023	IS	Correspondence regarding wire transfer payments to Terrace; Prepare and edit miscellaneous correspondence;	1.20	294.00
17-Nov-2023	KG	Various correspondence with Judy Chen of the Company regarding issues with the block elevator masonry;	.20	130.00
20-Nov-2023	IS	Post funds received to Ascend. Various estate banking tasks related to the same;	.20	49.00
20-Nov-2023	KG	Call with IPA regarding listing agreement and requests; Update from Brian Trevelyan of Terrace regarding outstanding issues and show suite timelines; Review the IPA listing agreement and forward it to Steve Rohatyn of Parlee for comment; Review Phase 1 Environmental Site	1.20	780.00

		Assessment (" Phase 1 ESA") and correspondence to Brayden Arth of IPA and Brent Finnestad of Tetrattech regarding the same; Update KV on amended terms of IPA listing agreement;		
21-Nov-2023	SB	Call to Direct Energy Regulated Service regarding security deposit request;	.50	197.50
21-Nov-2023	KG	Review edits to the listing agreements as proposed by Parlee; Call with Steve Rohatyn of Parlee regarding the same; Receive correspondence from counsel to the liquor store tenant and coordinate site walk through; Coordinate site tour; Sign cheques; Correspondence to Lexus regarding the disclaimer; Correspondence with IPA regarding the Jollibee right of first refusal; Edit and finalize various correspondence; Approve hot water tank replacement in the hair salon; Finalize listing agreement;	1.00	650.00
22-Nov-2023	SB	Review incoming wire payment details from Jollibee for rent payment;	.20	79.00
22-Nov-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail; Estate banking tasks;	.30	73.50
22-Nov-2023	KG	Coordinate liquor store walkthrough; Correspondence to Brian Trevelyan of Terrace regarding additional block elevator contractor; Receive correspondence from Brian Trevelyan of Terrace regarding the proposed changes to the sprinkler design and requests from the engineer; Call with Curtis Power of KV Capital regarding the liquor store lease;	.70	455.00
23-Nov-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.20	49.00

23-Nov-2023	KG	Receive correspondence from Curtis Power of KV Capital regarding the debtor's refinancing efforts. Correspondence to Steven Rohatyn of Parlee regarding the same;	.30	195.00
24-Nov-2023	IS	Edit and finalize miscellaneous correspondence;	.30	73.50
24-Nov-2023	KG	Correspondence to Bryan Trevelyan of Terrace and Mickey Spencer of GD regarding the value and quote for the bobcat; Follow up on broker pictures; Email correspondence to Tetra Tech regarding the Phase 1 ESA; Follow up with RSM on prefilling bookkeeping; Call with Brian Trevelyan on the parkade sprinklers, drywall code, window shutters and CRU gas meters / HVAC permits;	.50	325.00
27-Nov-2023	IS	Prepare invoice to Lexus regarding storage fees; Various correspondence with Andrea of Civil Enforcement regarding payment of Lexus storage fee invoice;	.40	98.00
27-Nov-2023	KG	Attendance at the Property; Construction progress meeting with Brian Trevelyan Terrace and Ulf Hilmar-Hahn of Sparked Wolf; Attendance at the Property to complete a walkthrough with the liquor store tenant; Meet with liquor store tenant regarding outstanding work; Correspondence to GD and Western Civil Enforcement regarding the release of the Lexus; Coordinate broker pictures with Jane Pascal of IPA;	3.20	2,080.00
28-Nov-2023	SB	Calls to and correspondence with Eden Textile and Nerval Corp regarding deposits paid; Send drawings to Marcus & Millichap;	1.50	592.50
28-Nov-2023	IS	Post disbursement to Ascend. Prepare cheque for the same; Arrange to mail;	.20	49.00

28-Nov-2023	KG	Correspondence with Jane Pascal of IPA regarding the data room and pictures; Various correspondence with Steve Rohatyn of Parlee regarding access and traffic concerns raised by Jollibee; Review site plan; Correspondence regarding Nerval and Eden deposits;	.60	390.00
29-Nov-2023	SB	Review IPA data room documents and summarize for Kristin Gray; Confirmation of rent payment from Jollibee; Correspondence with Guest Supply Canada regarding deposit refund and shipment of special order goods;	1.50	592.50
29-Nov-2023	IS	Various estate banking tasks;	.20	49.00
30-Nov-2023	SB	Correspondence to AY, NAI, JLL, and Re/Max regarding the selection of an alternate broker; Call to EPCOR regarding demand notice for utility deposit;	1.20	474.00
30-Nov-2023	IS	Post disbursement to Ascend. Prepare a cheque for the same; Arrange to mail;	.20	49.00
TOTAL			47.20	23,477.30

INVOICE SUMMARY

PROFESSIONAL FEES		\$23,477.30
GST on Professional Fees	<u>1,173.87</u>	1,173.87
TOTAL THIS INVOICE		<u><u>\$24,651.17</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	22.40	650.00	14,560.00
Karen Aylward	Vice President	0.20	560.00	112.00
Steven Barlott	Manager	18.60	395.00	7,347.00
Isobel Smith	Senior Administration	5.50	245.00	1,347.50
Rebecca Namirro	Estate Manager	0.10	244.00	24.40
Shanna Marshall	Administration	0.40	216.00	86.40
Time Billed		47.20	497.40 *	23,477.30

(*Average)



January 19, 2024

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages


**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")**
Client Number: 1039706

Please find enclosed our Invoice No. 11397444 for professional services rendered for the period of December 1, 2023, to December 31, 2023, which we trust you will find in order.

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

Yours very truly,

MNP Ltd.
In its capacity as Receiver of
Jasper Summerlea Shopping Center Ltd.

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



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

January 19, 2024

Invoice No: 11397444
GST No: 10369 7215

KV Capital Inc.
#101, 1290 91 Street SW
Edmonton, AB T6X 0P2

Attention: Curtis Power, President, Private Mortgages

**Re: In the Matter of the Receivership of Jasper Summerlea Shopping Center Ltd. (the
"Company")
Client Number: 1039706**

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

DATE	STAFF	DESCRIPTION	TIME	FEE
01-Dec-2023	SB	Review Institutional Property Advisors ("IPA") marketing materials; Review various correspondence regarding construction;	.80	316.00
01-Dec-2023	KG	Review and provide edits to the marketing brochure, Asset and Purchase Agreement ("APA"), and data room contents; Call with Jane Pascal of IPA regarding the marketing materials; Call with Steve Rohatyn of Parlee McLaws LLP ("Parlee") regarding a cover letter for the data room in respect of the liquor store lease;	2.50	1,625.00
04-Dec-2023	SB	Review invoices for payment;	.20	79.00
04-Dec-2023	SB	Review IPA marketing materials and correspondence with Jane Pascal regarding edits of the same; Discussion with Brian Trevelyan of Terrace Management Group Inc. ("Terrace") about notice of water shut off, correspondence to Honeybee Foods (Canada) Corporation ("Jollibee") regarding the same; Correspondence with Guest Supply Canada regarding deposit and goods available for delivery; Correspondence with Kristin Gray regarding utilities and snow removal;	1.60	632.00

04-Dec-2023	IS	Post funds received to Ascend. Various estate banking tasks related to the same;	.40	98.00
04-Dec-2023	KG	Review of the final marketing brochure; Review Confidentiality Agreement and correspondence with Jane Pascal of IPA regarding the same; Finalize memo on the liquor lease to include in the data room; Review email correspondence and proposal from the liquor store tenant; Correspondence with Steve Rohatyn of Parlee regarding the same; Calculate amounts owing under the Lease Agreement vs. Amending Agreement; Review invoice from Terrace; Call with Brian Trevelyan of Terrace regarding the sprinkler line solution; Email correspondence to Curtis Power of KV Capital Inc. ("KV Capital") regarding the liquor store lease; Prepare actual to projected cash flow to November 30, 2023;	2.10	1,365.00
05-Dec-2023	RN	Prepare bank reconciliation for October 2023;	.10	24.40
05-Dec-2023	SB	Review various marketing blasts;	.20	79.00
05-Dec-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.30	73.50
05-Dec-2023	KG	Update actual to projected cash flow; Prepare Receiver's Certificate # 4; Email correspondence to KV Capital to request funding; Correspondence to Terrace regarding payment; Review and approve invoices for payment; Review IPA listing launch; Call with Steve Rohatyn of Parlee regarding the liquor store lease and free rent period; Correspondence with Steven Barlott regarding utility invoices and snow removal costs;	1.50	975.00
06-Dec-2023	SB	Prepare website update and Asset for Sale details for Isobel Smith to post to the website;	.50	197.50

06-Dec-2023	KG	Correspondence to the debtor's counsel regarding filing the pre-filing GST returns; Receive and respond to correspondence from the liquor store tenant's counsel regarding occupancy timelines; Prepare Insolvency Insider notice; Prepare LinkedIn advertisement; Correspondence with IPA regarding tours; Receive confirmation of Receiver's borrowings from KV Capital; Approve Terrace invoice for payment;	1.10	715.00
07-Dec-2023	IS	Post funds received to Ascend. Various estate banking tasks related to the same; Prepare outgoing wire transfer request; Post website update;	1.00	245.00
07-Dec-2023	KG	Coordinate tour dates with IPA / Terrace; Call with Brian Trevelyan of Terrace regarding occupancy dates and the timeline for sprinkler repairs; Call with Jane Pascal of IPA regarding the Jollibee Lease Amending Agreement; Calculate the impact on the notice of intention and value considering the Lease Amending Agreement. Correspondence with Steve Rohatyn of Parlee regarding the same;	1.00	650.00
08-Dec-2023	IS	Estate banking tasks;	.20	49.00
08-Dec-2023	KG	Review and approve invoices for payment; Correspondence with Brian Trevelyan of Terrace and Jollibee regarding the request to shut off the water;	.30	195.00
11-Dec-2023	IS	Prepare and edit miscellaneous correspondence;	1.00	245.00
11-Dec-2023	KG	Correspondence to OutFront Media Canada ("OutFront Media") regarding annual lease payments; Review and approve LinkedIn Ad; Correspondence from Brian Trevelyan of Terrace;	.30	195.00
12-Dec-2023	MS	Estate banking tasks;	.10	24.50
12-Dec-2023	SB	Correspondence with EPCOR regarding utility account deposit;	.30	118.50
12-Dec-2023	IS	Post disbursements to Ascend. Prepare cheques for the same; Arrange to mail;	.60	147.00

		Post funds received to Ascend. Arrange deposit of the same;		
12-Dec-2023	KG	Attendance at the Property for a construction progress meeting; Correspondence to Francis Yeung of West Edmonton Truckland regarding the listing; Correspondence with Brian Trevelyan of Terrace regarding the sprinkler pipe project and shutdown timelines;	1.00	650.00
13-Dec-2023	SB	Correspondence with Guest Supply Canada regarding shipment of custom ordered goods;	.30	118.50
13-Dec-2023	KG	Review IPA marketing summary;	.20	130.00
14-Dec-2023	SB	Correspondence with Guest Supply Canada regarding deposit refund payee name and confirmation of address, correspondence with Isobel Smith regarding the same;	.40	158.00
14-Dec-2023	IS	Various correspondence with Steven Barlott regarding incoming funds;	.20	49.00
14-Dec-2023	KG	Correspondence with Steve Rohatyn of Parlee regarding the proposed amending terms and free rent period in respect of the liquor store tenant; Edit and finalize various correspondence;	.40	260.00
15-Dec-2023	SB	Correspondence with Guest Supply Canada regarding delivery of custom ordered hotel products; Various correspondence regarding construction and listing of Property;	.60	237.00
15-Dec-2023	KG	Attendance at the Property to discuss the HVAC as built and sprinkler line shutdown with Brian Trevelyan of Terrace; Review and sign change order for sprinkler line and HVAC changes; Correspondence to Brian Trevelyan regarding the TK Elevator Canada ("TK Elevator") agreement; Correspondence to OutFront Media regarding the hydro agreement and payment of rent;	1.00	650.00
18-Dec-2023	SB	Correspondence with Josh Cunningham of TK Elevator regarding the elevator communication contract, review the contract, and update Kristin Gray regarding the same;	.90	355.50

18-Dec-2023	KG	<p>Various correspondence with an interested party; Coordinate tour with IPA; Correspondence to the Company regarding the OutFront Media hydro agreement; Correspondence with Brian Trevelyan of Terrace regarding the ATCO meter installation, tour request, and sprinkler contractor; Correspondence to legal counsel for the hair salon tenant regarding the timeline for occupancy; Correspondence with Steven Barlott regarding the TK Elevator monitoring agreement;</p>	.40	260.00
19-Dec-2023	SB	<p>Review and execute of TK Elevator contract. Various correspondence regarding the same; Various correspondence regarding construction and listing of Property;</p>	1.00	395.00
19-Dec-2023	KG	<p>Correspondence with the Company regarding the OutFront Media hydro agreement;</p>	.10	65.00
20-Dec-2023	RN	<p>Prepare bank reconciliation for November 2023;</p>	.10	24.40
20-Dec-2023	IS	<p>Edit and finalize miscellaneous correspondence;</p>	.30	73.50
21-Dec-2023	IS	<p>Post disbursements to Ascend. Prepare cheques for the same; Correspondence with the CRA regarding the payment of various GST refunds. Various correspondence with Kristin Gray regarding the same;</p>	1.50	367.50
21-Dec-2023	KG	<p>Review correspondence from CRA regarding the RT0001 GST audit for 2022. Call with the auditor regarding the same; Email correspondence to the Company and debtor's counsel regarding providing 2022 ITC information; Various correspondence with Steve Rohatyn of Parlee regarding the West Edmonton Truckland application and Receiver's position; Review application documents; Various correspondence with Isobel Smith regarding the GST refund issued post-filing; Review the demand to Judy Chen of the Company regarding the post-filing GST</p>	1.20	780.00

		refund; Sign cheques;		
21-Dec-2023	RN	Add creditor to creditor's list;	.10	21.60
22-Dec-2023	KG	Email correspondence to IPA regarding utility invoices; Correspondence with Steve Rohatyn of Parlee to discuss CRA refund issued post-filing and next steps;	.30	195.00
27-Dec-2023	KG	Coordinate Guest Supply Canada delivery; Receive and respond to email from counsel to the liquor store regarding occupancy timeline; Email correspondence to Brian Trevelyan of Terrace regarding the timeline for substantial completion and occupancy;	.50	325.00
28-Dec-2023	KG	Draft Receiver's First Report to Court ("First Report"). Email correspondence to Steve Rohatyn of Parlee regarding the same; Email correspondence to Canadian Western Bank ("CWB") and ATB Financial ("ATB") to confirm post filing deposits, if any;	2.30	1,495.00
29-Dec-2023	KG	Edits to the First Report. Correspondence with Steve Rohatyn of Parlee regarding the same; Correspondence with Brian Trevelyan of Terrace regarding HVAC as-built and final inspections; Coordinate site meetings; Correspondence with Jollibee regarding the use of the construction garbage bin; Receive updates from ATB on post-filing deposits; Give instructions to send funds to the Receiver; Review 128 Street land title; Email correspondence to Sam Young of RSM Canada ("RSM") regarding information required to complete the pre-filing bookkeeping and GST return;	1.50	975.00
TOTAL			30.40	15,633.40

INVOICE SUMMARY

PROFESSIONAL FEES		\$15,633.40
GST on Professional Fees	<u>781.67</u>	781.67
TOTAL THIS INVOICE		<u><u>\$16,415.07</u></u>

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

FEE SUMMARY

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	17.70	650.00	11,505.00
Steven Barlott	Manager	6.80	395.00	2,686.00
Isobel Smith	Senior Administration	5.50	245.00	1,347.50
Megan Schafer	Senior Administration	0.10	245.00	24.50
Rebecca Namirro	Estate Manager	0.20	244.00	48.80
Shanna Marshall	Administration	0.10	216.00	21.60
Time Billed		30.40	514.26 *	15,633.40

(*Average)

EXHIBIT B

Copies of the Receiver's Legal Counsel Invoice

This is Exhibit " B " referred to
in the Affidavit of
Kristin Gray
Sworn before me this 7 day
of March, 2024
Isobel Smith
A Commissioner for Oaths in and for Alberta

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

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

Summary of Receiver's Legal Counsel Fees

For the period of June 29, 2023 to January 31, 2024

Firm	Date	Invoice	Fees	Disbursements	GST	Total
Parlee McLaws LLP	August 31, 2023	822562	8,328.50	283.25	424.89	9,036.64
Parlee McLaws LLP	September 30, 2023	824865	17,061.50	384.64	868.36	18,314.50
Parlee McLaws LLP	October 31, 2023	826209	12,261.50	35.00	614.43	12,910.93
Parlee McLaws LLP	November 30, 2023	828001	14,229.50	86.50	715.80	15,031.80
Parlee McLaws LLP	December 31, 2023	829435	5,570.00	32.00	280.10	5,882.10
Parlee McLaws LLP	January 31, 2023	831095	39,222.50	1,343.24	1,997.26	42,563.00
			96,673.50	2,164.63	4,900.84	103,738.97

1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: August 31, 2023
 Invoice Number: 822562
 Our ref: SRO/0000839.000064
 Steven A Rohatyn
 Our GST no.: 11533 8386 RT0001

INVOICE


Matter: Jasper Summerlea Shopping Centre Ltd.

To our professional services for our client MNP LTD., up to and including August 31, 2023.

	GST Rate	Amount (CAD)
Professional Fees	5.00%	8,328.50
Costs (Taxable)		
Accu-Search	5.00%	39.50
Alberta Court House - Litigation search	5.00%	50.00
Bank Act Service Charge	5.00%	8.00
Copies	5.00%	0.75
Corporate Service Charge	5.00%	11.00
Edmonton Land Titles/ALTA Name Search	5.00%	14.00
Edmonton Land Titles/Title Search	5.00%	10.00
Land Titles Service Charge	5.00%	18.00
Personal Property Registry/Search	5.00%	6.00
Personal Property Service Charge	5.00%	12.00
Costs (Non-Taxable)		
Edmonton Corporate Registry/Corporate Search		14.00
Edmonton Land Titles/Copy of Document		100.00

Invoice due on receipt

Net Total 8,611.75
 GST @ 5.00% 424.89
Amount payable \$9,036.64


 Per: _____
 Steven A Rohatyn

E. & O. E.

POSTED
 Sep 21/23

Jasper (Rec)
 OK to pay

-166
 \$9,036.64
 Legal Fees

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

August 31, 2023
822562
0000839.000064

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/29/2023	Steven A Rohatyn	Review PPR and corporate searches on debtor.	0.10	500.00	50.00
08/04/2023	Steven A Rohatyn	Email from counsel for KV re draft form of Order. Review same. Email in reply.	0.20	500.00	100.00
08/09/2023	Steven A Rohatyn	Review Affidavit of C Brenneis and Bench Brief filed in support of application for appointment of Receiver/Manager.	0.40	500.00	200.00
08/14/2023	Steven A Rohatyn	Conference with J Pawlyk.	0.20	500.00	100.00
08/15/2023	Steven A Rohatyn	Conference with client to discuss position concerning debtor request concerning rents, other matters of importance.	0.30	500.00	150.00
08/15/2023	Steven A Rohatyn	Attend Court hearing.	0.50	500.00	250.00
08/15/2023	Steven A Rohatyn	Review alternate form of Order proposed by debtor re rent carve out. Prep notes for hearing re Receiver's position concerning same.	0.50	500.00	250.00
08/16/2023	Steven A Rohatyn	Email from J Pawlyk re correspondence from counsel for Liquor Spot. Review same along with enclosures thereto.	0.30	500.00	150.00
08/16/2023	Steven A Rohatyn	Review Commitment Letter sent by counsel for debtor.	0.10	500.00	50.00
08/17/2023	Steven A Rohatyn	Attend Court application.	0.80	500.00	400.00
08/17/2023	Steven A Rohatyn	Post-application conference with client re initial steps.	0.20	500.00	100.00
08/17/2023	Steven A Rohatyn	Instruct paralegal re various searches and steps (registration of Order etc.) ancillary to client's appointment.	0.20	500.00	100.00
08/17/2023	Steven A Rohatyn	Email from R Speidel requesting consent to proceed, on behalf of the company, with August 25 application seeking disclosure of information from second mortgagee. Email in reply setting out why that's improper and unnecessary.	0.40	500.00	200.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

August 31, 2023
822562
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
08/18/2023	Steven A Rohatyn	Various emails, telephone attendances with client, R Speidel.	0.70	500.00	350.00
08/18/2023	Steven A Rohatyn	Conference with L Perram re security reviews.	0.10	500.00	50.00
08/18/2023	Steven A Rohatyn	Receipt and review of filed Receivership Order.	0.10	500.00	50.00
08/21/2023	Steven A Rohatyn	Review emails from, telephone attendance with client re various matters.	0.30	500.00	150.00
08/21/2023	Steven A Rohatyn	Review updated PPR. Letters requesting information pursuant to s. 18 of PPSA from various secured parties. Review draft Financing Statement re registration of Order at PPR. Review verification statement etc.	0.30	500.00	150.00
08/21/2023	Steven A Rohatyn	Review updated title. Review name search requests. Letter to LTO enclosing Order for registration on Hotel title and search requests.	0.20	500.00	100.00
08/21/2023	Steven A Rohatyn	Review Terrace Management proposal re costs to complete.	0.20	500.00	100.00
08/21/2023	Steven A Rohatyn	Review property tax search on hotel land.	0.10	500.00	50.00
08/21/2023	Steven A Rohatyn	Review encumbrances registered on title.	0.40	500.00	200.00
08/21/2023	Rayne N. Prins	Pull Land Titles documents as requested by S. Rohatyn; PPR Search and tax search; Draft Bank Act Search Request and fax; Request action searches both for and against Jasper Summerlea; Draft s. 18 requests, letter to Land Titles re: registration of Receivership Order and Financing Statement re: registration of Order at PPR;	1.00	185.00	185.00
08/22/2023	Steven A Rohatyn	Review results of action searches performed upon debtor. Instructions to paralegal re obtain procedure card in one such action.	0.10	500.00	50.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

August 31, 2023
822562
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
08/22/2023	Steven A Rohatyn	Review results of Bank Act search performed upon Debtor.	0.10	500.00	50.00
08/22/2023	Steven A Rohatyn	Emails with R Speidel re information concerning outstanding litigation, mortgage submitted for registration on August 18.	0.10	500.00	50.00
08/22/2023	Steven A Rohatyn	Call with client re issues with Jasper director's apparent lack of understanding of impact of proceedings etc.	0.10	500.00	50.00
08/23/2023	Steven A Rohatyn	Receipt and review of various letters from R Speidel to counsel opposite in various litigation matters adverse to debtor.	0.20	500.00	100.00
08/23/2023	Steven A Rohatyn	Review various information provided by R Speidel. Emails with client, R Speidel.	0.80	500.00	400.00
08/23/2023	Steven A Rohatyn	Conference with L Perram re discussion of security reviews.	0.20	500.00	100.00
08/23/2023	Steven A Rohatyn	Telephone attendance with client re status, strategy, next steps on a variety of matters.	0.40	500.00	200.00
08/23/2023	Steven A Rohatyn	Review First Cap equipment lease. Email to client with comment.	0.30	500.00	150.00
08/24/2023	Steven A Rohatyn	Email to A McKee (agent named in Outfront Caveat re Lease Interest) requesting copies of lease and assignment referenced in Caveat.	0.10	500.00	50.00
08/24/2023	Steven A Rohatyn	Review correspondence from counsel for Liquor Spot tenant and enclosures thereto. Email to counsel requesting copy of Lease. Review Lease provided in response. Consider possible disclaimer/assignment and vesting issues.	1.00	500.00	500.00
08/24/2023	Steven A Rohatyn	Conference call with client, R Speidel, J Chen. Follow up call with client.	0.50	500.00	250.00
08/24/2023	Steven A Rohatyn	Call from R Speidel requesting that Receiver obtain payout information from Truckland to	0.20	500.00	100.00

{E0437253.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

August 31, 2023
822562
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		facilitate efforts to redeem. Memo to file re same.			
08/24/2023	Steven A Rohatyn	Telephone attendance with J Pawlyk to discuss various issues.	0.40	500.00	200.00
08/24/2023	Steven A Rohatyn	Review Salon lease.	0.20	500.00	100.00
08/24/2023	Steven A Rohatyn	Review Wyndham Franchise Agreement. Email to client with comments.	0.70	500.00	350.00
08/24/2023	Steven A Rohatyn	Review email from client to R Speidel re improper post receivership transactions from company account.	0.10	500.00	50.00
08/25/2023	Steven A Rohatyn	Letter to Wyndham Hotel Group providing notice of Order and inviting contact.	0.10	500.00	50.00
08/25/2023	Steven A Rohatyn	Various emails with client, R Speidel.	0.50	500.00	250.00
08/25/2023	Steven A Rohatyn	Telephone attendance with client re seizure of vehicles.	0.10	500.00	50.00
08/28/2023	Steven A Rohatyn	Various emails and conferences with client and R Speidel concerning a number of ongoing matters.	0.50	500.00	250.00
08/29/2023	Steven A Rohatyn	Email from counsel for REP Investments. Email in reply.	0.10	500.00	50.00
08/29/2023	Steven A Rohatyn	Review results of LTO name search conducted upon debtor.	0.10	500.00	50.00
08/29/2023	Rayne N. Prins	Pull updated PPR search on JSSC;	0.10	185.00	18.50
08/29/2023	Rayne N. Prins	Call with Accu-Search re: amend Receivership Order registration; Call to Service Alberta re: same; Draft Financing Change Statement;	0.20	185.00	37.00
08/29/2023	Steven A Rohatyn	Telephone attendance with client re various matters related to ongoing administration.	0.30	500.00	150.00
08/29/2023	Steven A Rohatyn	Various tasks and communications pertaining to purported sale of Ford Truck to Speidel, issues arising from same.	1.00	500.00	500.00
08/29/2023	Lowell Scott	Researching into joint ownership and its effects on	1.40	215.00	301.00

{E0437253.DOCX; 1}

Client: MNP LTD.
 Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
 Invoice Number:
 Matter Number:

August 31, 2023
 822562
 0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		the sale of a vehicle. Report to SRO			
08/30/2023	Steven A Rohatyn	Emails, telephone attendances re Ford trucks. Review PPR search performed upon truck indicated in company's records to have at one time been co-owned.	0.30	500.00	150.00
08/30/2023	Steven A Rohatyn	Review client's update to KV re insurance/construction completion matters.	0.10	500.00	50.00
08/30/2023	Rayne N. Prins	Draft Financing Change Statement requesting addition of 2019 Ford;	0.10	185.00	18.50
08/30/2023	Rayne N. Prins	Email to Accu-Search requesting Vehicle Information Report on 2019 Ford;	0.10	185.00	18.50
08/31/2023	Steven A Rohatyn	Emails with client.	0.10	500.00	50.00
08/31/2023	Steven A Rohatyn	Emails, telephone attendance with client re matters relating to construction completion, approach to same.	0.20	500.00	100.00
Total			18.40		\$8,328.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Lowell Scott	1.40	215.00	301.00
Rayne N. Prins	1.50	185.00	277.50
Steven A Rohatyn	15.50	500.00	7,750.00
Total	18.40		\$8,328.50



PARLEE McLAWS ^{LLP}
 BARRISTERS & SOLICITORS | PATENT & TRADE-MARK AGENTS

1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: August 31, 2023
 Invoice Number: 822562
 Matter Number: 0000839.000064

REMITTANCE COPY

Jasper Summerlea Shopping Centre Ltd.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
08/31/2023	822562	\$9,036.64
Balance Due		<u>\$9,036.64</u>



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: August 31, 2023
Invoice Number: 822562
Matter Number: 0000839.000064

PAYMENT OPTIONS:

Cheque or Bank Draft:

- o Make Cheque Payable to: **Parlee McLaws LLP**

Please include remittance form or reference invoice number(s).

Credit Card Payments (VISA or MasterCard or AMEX):

- o Through our secure webpage at <https://www.parlee.com/secure-payment/>

E-Transfer Payments:

- o Email the E-Transfer notices to DirectDeposit@parlee.com
- o Email the E-Transfer password to AR@parlee.com

Please include invoice number(s) in the E-Transfer message to recipient.

Electronic Wire or EFT:

- o **Bank:** TD Canada Trust
148 Edmonton City Centre East
Edmonton, AB, T5J 2Y8
- o **Name:** Parlee McLaws LLP
1700 Enbridge Centre 10175-101 Street NW
Edmonton, AB T5J 0H3
- o **Transit ID:** 004-82389
Account No.: 5328963
Swift Code: TDOMCATTOR
- o **Intermediary Bank (For Wires in USD initiated from outside of Canada)**
Bank of America
222 Broadway New York
NY, 10038
ABA: 026009593 or SWIFT: BOFAUS3N

Please email payment advice to DirectDeposit@parlee.com, reference invoice(s) or file number.



1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: September 30, 2023
 Invoice Number: 824865
 Our ref: SRO/0000839.000064
 Steven A Rohatyn
 Our GST no.: 11533 8386 RT0001

INVOICE


Matter: Jasper Summerlea Shopping Centre Ltd.

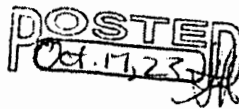
To our professional services for our client MNP LTD., up to and including September 30, 2023.

	GST Rate	Amount (CAD)
Professional Fees	5.00%	17,061.50
Costs (Taxable)		
099 Deliveries/	5.00%	84.89
101 Copies	5.00%	3.00
Accu-Search	5.00%	40.50
Corporate Service Charge	5.00%	12.00
Edmonton Land Titles/Title Search	5.00%	20.00
Land Titles Service Charge	5.00%	24.00
Personal Property Registry/Search	5.00%	6.00
Personal Property Service Charge	5.00%	12.00
Westlaw	5.00%	19.25
Other Charges – s. 18 requests	5.00%	45.00
Other Charges – Guide Purchase	5.00%	39.00
Costs (Non-Taxable)		
Edmonton Corporate Registry/Corporate Search		49.00
Edmonton Land Titles/Order		10.00
Edmonton Land Titles/Copy of Document		20.00

Invoice due on receipt

Net Total 17,446.14
 GST @ 5.00% 868.36
 Amount payable **\$18,314.50**

Per: 
 Steven A Rohatyn



Jasper (Rec)
 Legal Fees
 OK to pay
 -KR
 \$18,314.50

E. & O. E.

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

September 30, 2023
824865
0000839.000064

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/01/2023	Steven A Rohatyn	Receipt and review of REP Investments' response to s. 18 request.	0.10	500.00	50.00
09/07/2023	Steven A Rohatyn	Review emails between client and counsel for salon tenant. Discuss with client.	0.20	500.00	100.00
09/07/2023	Steven A Rohatyn	Review KV's proposed commitment letter re advances to Receiver. Various telephone attendances with client to discuss. Telephone attendance with J Pawlyk to relay concerns.	0.70	500.00	350.00
09/08/2023	Steven A Rohatyn	Telephone attendances with J Pawlyk, client re terms of receiver's borrowing.	0.10	500.00	50.00
09/08/2023	Steven A Rohatyn	Letter to Speidel demanding information etc.	0.50	500.00	250.00
09/08/2023	Steven A Rohatyn	Review email from counsel for salon tenant.	0.10	500.00	50.00
09/11/2023	Steven A Rohatyn	Review CCDC 2 proposed by Terrace. Consider whether that form of CCDC most appropriate. Consider supplementary conditions that will be necessary in circumstances. Consider and have conferences with client to discuss best practice and approach to dealing with costs to complete/deficiency claims versus debtor's pre-receivership obligations to trades.	2.00	500.00	1,000.00
09/12/2023	Steven A Rohatyn	Email to counsel for Outfront Media following up for copy of Lease.	0.10	500.00	50.00
09/12/2023	Steven A Rohatyn	Telephone attendance with B Trevelyan of Terrace to discuss approach to contractual aspects of project completion.	0.60	500.00	300.00
09/12/2023	Steven A Rohatyn	Telephone attendance with client re various matters.	0.10	500.00	50.00

{E0473063.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

September 30, 2023
824865
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/13/2023	Steven A Rohatyn	Various emails with client, R Speidel, B Trevelyan.	0.20	500.00	100.00
09/13/2023	Rayne N. Prins	Pull updated title;	0.10	185.00	18.50
09/13/2023	Steven A Rohatyn	Review CCDC 5B. Insert deletions and notes for consideration in supplementary conditions.	1.50	500.00	750.00
09/13/2023	Steven A Rohatyn	Follow up letters to various secured parties requesting s. 18 responses.	0.10	500.00	50.00
09/14/2023	Steven A Rohatyn	Telephone call from J Pawlyk re receiver's borrowings. Review Commitment. Telephone attendance, emails with client in discussion of same.	1.00	500.00	500.00
09/15/2023	Steven A Rohatyn	Attend call with client, counsel for KV and representatives of his client re receiver's borrowings.	0.50	500.00	250.00
09/15/2023	Steven A Rohatyn	Amend draft Commitment Letter re receiver's borrowings. Emails with client and others re same.	0.70	500.00	350.00
09/15/2023	Steven A Rohatyn	Review proposed form of LVL Electric subcontract from Terrace.	1.20	500.00	600.00
09/15/2023	Steven A Rohatyn	Emails with R Speidel.	0.10	500.00	50.00
09/15/2023	Steven A Rohatyn	Emails with client re Ford Credit s. 18 response.	0.10	500.00	50.00
09/18/2023	Steven A Rohatyn	Emails towards finalizing Commitment Letter.	0.10	500.00	50.00
09/18/2023	Steven A Rohatyn	Review correspondence from Super 8 re arrears of rent for storage of property of Liquor Spot tenant. Review Liquor Spot lease and separate agreement concerning storage. Email to client with recommendations concerning same.	0.50	500.00	250.00
09/19/2023	Steven A Rohatyn	Telephone attendance with J Pawlyk.	0.20	500.00	100.00
09/19/2023	Steven A Rohatyn	Telephone attendances with client re discussion of and instructions concerning Liquor	0.40	500.00	200.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

September 30, 2023
824865
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		Spot/West Edmonton Truckland storage agreements, set off issues as between estate and Liquor Spot etc.			
09/19/2023	Steven A Rohatyn	Telephone attendance with counsel for West Edmonton Truckland re storage agreement issues.	0.10	500.00	50.00
09/19/2023	Steven A Rohatyn	Review emails between client, R Speidel.	0.10	500.00	50.00
09/19/2023	Steven A Rohatyn	Telephone call from F Belzil re further discussion of storage issue.	0.20	500.00	100.00
09/19/2023	Steven A Rohatyn	Consider set off issues between liquor store tenant.	0.50	500.00	250.00
09/19/2023	Steven A Rohatyn	Letter to counsel for Liquor Spot/West Edmonton Truckland re disclaimer of 2019 agreement and storage agreement.	0.60	500.00	300.00
09/20/2023	Steven A Rohatyn	Finalize disclaimer notice. Telephone attendance with client to further discuss set off issues. Conference with L Wright to discuss research on same.	0.40	500.00	200.00
09/20/2023	Laura M. Perram	Review of file and relevant documentation for security review re: KV Capital Inc.	2.30	360.00	828.00
09/20/2023	Leela T. Wright	Conferencing with S. Rohatyn re: lease set off issue	0.30	345.00	103.50
09/21/2023	Steven A Rohatyn	Prep for and attend call with B Trevelyan to discuss completion and contractual matters.	0.60	500.00	300.00
09/21/2023	Steven A Rohatyn	Conferences with L Wright to discuss set off research.	0.40	500.00	200.00
09/21/2023	Steven A Rohatyn	Review emails between client, R Speidel.	0.10	500.00	50.00
09/21/2023	Steven A Rohatyn	Review emails between client, B Trevelyan.	0.20	500.00	100.00
09/21/2023	Laura M. Perram	Review of security for KV Captial; Draft Security Review letter to MNP.	1.60	360.00	576.00
09/22/2023	Steven A Rohatyn	Discuss various ongoing aspects of file with client.	0.30	500.00	150.00

{E0473063.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

September 30, 2023
824865
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
09/22/2023	Steven A Rohatyn	Review draft opinion re validity/enforceability of KV security. Email to L Perram with comment. Review updated draft. Amend and finalize same.	0.70	500.00	350.00
09/22/2023	Laura M. Perram	Complete draft security review letter to MNP.	0.90	360.00	324.00
09/22/2023	Steven A Rohatyn	Email to counsel for Outfront Media tenant	0.10	500.00	50.00
09/22/2023	Steven A Rohatyn	Review emails between client, B Trevelyan.	0.10	500.00	50.00
09/25/2023	Steven A Rohatyn	Review proposed CCDC 2 and Terrace comments concerning same. Preparation of proposed supplementary conditions. Various emails with client and B Trevelyan.	5.50	500.00	2,750.00
09/26/2023	Steven A Rohatyn	Email from counsel from Outfront Media. Review attached Lease. Email in reply requesting further information and preserving rights in connection with apparent overholding.	0.30	500.00	150.00
09/26/2023	Steven A Rohatyn	Discuss draft CCDC supplementary conditions and other construction completion matters with client.	0.30	500.00	150.00
09/26/2023	Steven A Rohatyn	Conference with client, B Trevelyan to discuss CCDC 2 and other issues.	0.60	500.00	300.00
09/26/2023	Steven A Rohatyn	Amend and finalize draft supplementary conditions to CCDC 2. Email to B Trevelyan for review.	0.30	500.00	150.00
09/26/2023	Steven A Rohatyn	Review correspondence from BMW Financial Services in response to s. 18 request. Email to client with comment.	0.10	500.00	50.00
09/26/2023	Rayne N. Prins	Telephone call with M. Roussopoulos (BMW) re: large file send;	0.10	185.00	18.50
09/27/2023	Steven A Rohatyn	Call from B Trevelyan re questions concerning proposed CCDC 2 supp conditions. Receipt and review of his	1.40	500.00	700.00

{E0473063.DOCX; 1}

Client: MNP LTD.
 Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
 Invoice Number:
 Matter Number:

September 30, 2023
 824865
 0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		comments and proposed amendments to same. Discuss with client. Revise to reflect. Email to client and B Trevelyan enclosing updated version with comment.			
09/27/2023	Steven A Rohatyn	Emails with client re debtor's position under BMW lease.	0.20	500.00	100.00
09/27/2023	Steven A Rohatyn	Receipt and review of registration confirmation re Order on title. Email to client.	0.10	500.00	50.00
09/27/2023	Steven A Rohatyn	Conference with L Wright to discuss liquor store tenant set off research.	0.20	500.00	100.00
09/27/2023	Steven A Rohatyn	Review emails between client, KV reps re further draw on Receiver's Certificate, other matters.	0.20	500.00	100.00
09/27/2023	Rayne N. Prins	Pull title re: Receivership Order registration;	0.10	185.00	18.50
09/27/2023	Leela T. Wright	Research re: issue of potential set off of lease by tenant; instructions to student for further research	2.10	345.00	724.50
09/28/2023	Steven A Rohatyn	Numerous emails with client, B Trevelyan.	0.20	500.00	100.00
09/28/2023	Steven A Rohatyn	Prepare Limited Releases (LVL Electric, Gisborne Group, Acuity Engineering, Allmar, Target Heating, Pipes Plumbing, Maxim-KRM) and Cancellation of Lien (LVL Electric) in connection with pre-receivership work on project and debt outstanding in respect thereof.	3.80	500.00	1,900.00
09/28/2023	Steven A Rohatyn	Discuss various ongoing aspect of file with client.	0.10	500.00	50.00
09/29/2023	Steven A Rohatyn	Emails with client re disclaimer of BMW lease.	0.10	500.00	50.00
Total			36.40		\$17,061.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rayne N. Prins	0.30	185.00	55.50
Leela T. Wright	2.40	345.00	828.00

{E0473063.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

September 30, 2023
824865
0000839.000064

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Laura M. Perram	4.80	360.00	1,728.00
Steven A Rohatyn	28.90	500.00	14,450.00
Total	36.40		\$17,061.50



PARLEE McLAWS ^{LLP}
 BARRISTERS & SOLICITORS | PATENT & TRADE-MARK AGENTS

1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: September 30, 2023
 Invoice Number: 824865
 Matter Number: 0000839.000064

REMITTANCE COPY

Jasper Summerlea Shopping Centre Ltd.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
09/30/2023	824865	\$18,314.50
Balance Due		\$18,314.50



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: September 30, 2023
Invoice Number: 824865
Matter Number: 0000839.000064

PAYMENT OPTIONS:

Cheque or Bank Draft:

- o Make Cheque Payable to: **Parlee McLaws LLP**
Please include remittance form or reference invoice number(s).

Credit Card Payments (VISA or MasterCard or AMEX):

- o Through our secure webpage at <https://www.parlee.com/secure-payment/>

E-Transfer Payments:

- o Email the E-Transfer notices to DirectDeposit@parlee.com
- o Email the E-Transfer password to AR@parlee.com
Please include invoice number(s) in the E-Transfer message to recipient.

Electronic Wire or EFT:

- o **Bank:** TD Canada Trust
148 Edmonton City Centre East
Edmonton, AB, T5J 2Y8
 - o **Name:** Parlee McLaws LLP
1700 Enbridge Centre 10175-101 Street NW
Edmonton, AB T5J 0H3
 - o **Transit ID:** 004-82389
Account No.: 5328963
Swift Code: TDOMCATTOR
 - o **Intermediary Bank (For Wires in USD initiated from outside of Canada)**
Bank of America
222 Broadway New York
NY, 10038
ABA: 026009593 or SWIFT: BOFAUS3N
- Please email payment advice to DirectDeposit@parlee.com, reference invoice(s) or file number.**



1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: October 31, 2023
 Invoice Number: 826209
 Our ref: SRO/0000839.000064
 Steven A Rohatyn
 Our GST no.: 11533 8386 RT0001

INVOICE

Matter: Jasper Summerlea Shopping Centre Ltd.

To our professional services for our client MNP LTD., up to and including October 31, 2023.

	GST Rate	Amount (CAD)
Professional Fees	5.00%	12,261.50
Costs (Taxable)		
City of Edmonton Tax Search	5.00%	18.00
Personal Property Registry/Search	5.00%	3.00
Personal Property Service Charge	5.00%	6.00
Costs (Non-Taxable)		
Canadian Securities Registration System		8.00
Invoice due on receipt		
	Net Total	12,296.50
	GST @ 5.00%	614.43
	Amount payable	\$12,910.93

RECEIVED
 Nov-3-23

Per: _____
 Steven A Rohatyn

E. & O. E.

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

October 31, 2023
826209
0000839.000064

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/02/2023	Steven A Rohatyn	Email from client re West Edmonton Truckland request for information. Prepare draft Confidentiality Agreement. Email to client with comment. Email draft to counsel for review by WET. Review executed copy. Further emails.	0.80	500.00	400.00
10/02/2023	Steven A Rohatyn	Call with K Gray to discuss various ongoing aspects of file.	0.20	500.00	100.00
10/02/2023	Lowell Scott	Research into caselaw around the determination of liquidated or unliquidated damages for breach of a rental agreement.	1.10	215.00	236.50
10/03/2023	Steven A Rohatyn	Review and consider email from B Trevelyan re proposed amendments to draft supplementary conditions. Email to client with comment re same. Conference call with client to discuss. Amend draft conditions to address. Emails with client, B Trevelyan towards finalizing same.	0.90	500.00	450.00
10/03/2023	Steven A Rohatyn	Review Release executed by Pipes Plumbing.	0.10	500.00	50.00
10/04/2023	Steven A Rohatyn	Email from client re Jollibee lease issues. Review Lease and Amending Agreement. Email to client with comments.	1.20	500.00	600.00
10/04/2023	Steven A Rohatyn	Review Land Titles Act and consider vulnerability of Outfront Media under expired Lease notwithstanding its prior registration of a Caveat. Email to Outfront's counsel. Review new lease and letter agreement provided in reply. Email to client with comment re same. Email to Outfront contact named in agreement.	0.80	500.00	400.00
10/04/2023	Randy S. Shapiro	Conference with Steven R. regarding Jollibee lease issues.	0.40	610.00	244.00
10/04/2023	Rayne N. Prins	Telephone call to Outfront Media;	0.10	185.00	18.50

{E0513466.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

October 31, 2023
826209
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/04/2023	Rayne N. Prins	Pull updated PPR search and see if REP Investments has discharged their registration;	0.10	185.00	18.50
10/08/2023	Leela T. Wright	Researching issue of potential set off re: liquor lease	3.40	345.00	1,173.00
10/09/2023	Leela T. Wright	Drafting memorandum re: potential set off of liquor spot lease	4.70	345.00	1,621.50
10/10/2023	Steven A Rohatyn	Email from R Speidel requesting information towards assisting with possible refinancing. Emails with client re same. Prepare proposed form of Confidentiality Agreement. Email same to R Speidel. Email from R Speidel re proposed amendments. Discuss with client. Email in reply.	0.50	500.00	250.00
10/10/2023	Leela T. Wright	Further drafting of research memo re: set off and Liquor Spot Lease	2.60	345.00	897.00
10/11/2023	Steven A Rohatyn	Email from counsel for Liquor Spot re lease issues. Forward to client with comment.	0.10	500.00	50.00
10/12/2023	Steven A Rohatyn	Telephone attendance with R Speidel re confidentiality agreement.	0.20	500.00	100.00
10/13/2023	Steven A Rohatyn	Various emails with client, R Speidel.	0.30	500.00	150.00
10/13/2023	Steven A Rohatyn	Various emails and telephone attendance with client re leasing and disclaimer matters.	0.30	500.00	150.00
10/13/2023	Steven A Rohatyn	Discuss Liquor Spot set off issues with J Hockin.	0.30	500.00	150.00
10/13/2023	Steven A Rohatyn	Email to counsel for Liquor Spot.	0.10	500.00	50.00
10/17/2023	Steven A Rohatyn	Telephone call from client re Jasper Director's attendances at project site. Email to R Speidel re same.	0.40	500.00	200.00
10/18/2023	Steven A Rohatyn	Receipt and review of pre-filing obligation releases executed by subcontractors (Maxim, Target, and Acuity).	0.10	500.00	50.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

October 31, 2023
826209
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/18/2023	Steven A Rohatyn	Review client email to J Pawlyk re update.	0.10	500.00	50.00
10/19/2023	Steven A Rohatyn	Email from R Speidel re application to compel payout info from Truckland. Telephone attendance with counsel for Truckland. Email to R Speidel.	0.40	500.00	200.00
10/19/2023	Steven A Rohatyn	Review draft marketing RFP and NDA. Email to client with comments.	0.20	500.00	100.00
10/23/2023	Steven A Rohatyn	Review Cancellation of Lien signed by LVL. Emails with B Trevelyan re same.	0.10	500.00	50.00
10/23/2023	Leela T. Wright	Finalizing equitable set off analysis and second draft of research memorandum re: set off	6.90	345.00	2,380.50
10/24/2023	Steven A Rohatyn	Telephone attendance with K Gray re update on Receiver's efforts and findings.	0.10	500.00	50.00
10/25/2023	Steven A Rohatyn	Review draft correspondence re disclaimer of BMW lease. Email to client.	0.10	500.00	50.00
10/25/2023	Steven A Rohatyn	Telephone call from LVL Electric rep re discharge of lien.	0.10	500.00	50.00
10/26/2023	Steven A Rohatyn	Emails with B Trevelyan, client re Tetra invoices.	0.10	500.00	50.00
10/26/2023	Steven A Rohatyn	Conference with paralegal re errors in Affidavit to LVL Cancellation of Lien. Email to B Trevelyan.	0.10	500.00	50.00
10/27/2023	Steven A Rohatyn	Prepare language for letter from client to Toyota and Ford re conditional release of collateral.	0.30	500.00	150.00
10/27/2023	Steven A Rohatyn	Review set off research. Discuss with L Wright.	1.00	500.00	500.00
10/27/2023	Leela T. Wright	Conferencing with S. Rohatyn re: research on set off of Liquor Lease	0.50	345.00	172.50
10/30/2023	Steven A Rohatyn	Review certain cases cited in set off research memo. Review additional cases that weren't addressed. Conference with L	0.80	500.00	400.00

{E0513466.DOCX; 1}

Client: MNP LTD.
 Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
 Invoice Number:
 Matter Number:

October 31, 2023
 826209
 0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		Wright re update memo to incorporate.			
10/30/2023	Steven A Rohatyn	Discuss various ongoing matters with client.	0.40	500.00	200.00
10/30/2023	Rayne N. Prins	Call with Mark Spencer at LVL Electric, Builder's Lien Cancellation improperly executed; Email to Mark Spencer;	0.20	185.00	37.00
10/30/2023	Steven A Rohatyn	Conference with VGC re draft Real Estate Purchase Agreement, matters to consider.	0.20	500.00	100.00
10/30/2023	Vicki G. Giannacopoulos	To call with S. Rohatyn for receipt of instructions to draft Asset Purchase Agreement;	0.20	535.00	107.00
10/31/2023	Rayne N. Prins	Telephone calls from/to Mark Spencer (LVL Electric) re: Builder's Lien Cancellation;	0.30	185.00	55.50
10/31/2023	Steven A Rohatyn	Emails with counsel for Liquor Spot.	0.10	500.00	50.00
10/31/2023	Steven A Rohatyn	Telephone call from J Pawlyk in discussion of set off issue arising in connection with liquor store lease.	0.20	500.00	100.00
Total			31.10		\$12,261.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Leela T. Wright	18.10	345.00	6,244.50
Lowell Scott	1.10	215.00	236.50
Randy S. Shapiro	0.40	610.00	244.00
Rayne N. Prins	0.70	185.00	129.50
Steven A Rohatyn	10.60	500.00	5,300.00
Vicki G. Giannacopoulos	0.20	535.00	107.00
Total	31.10		\$12,261.50

Jasper (Rec)
 Legal fees
 OK to pay
 - [Signature]
 \$12,910.93



1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: October 31, 2023
 Invoice Number: 826209
 Matter Number: 0000839.000064

REMITTANCE COPY

Jasper Summerlea Shopping Centre Ltd.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
10/31/2023	826209	\$12,910.93
Balance Due		\$12,910.93



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: October 31, 2023
Invoice Number: 826209
Matter Number: 0000839.000064

PAYMENT OPTIONS:

Cheque or Bank Draft:

- Make Cheque Payable to: **Parlee McLaws LLP**

Please include remittance form or reference invoice number(s).

Credit Card Payments (VISA or MasterCard or AMEX):

- Through our secure webpage at <https://www.parlee.com/secure-payment/>

E-Transfer Payments:

- Email the E-Transfer notices to DirectDeposit@parlee.com
- Email the E-Transfer password to AR@parlee.com

Please include invoice number(s) in the E-Transfer message to recipient.

Electronic Wire or EFT:

- **Bank:** TD Canada Trust
148 Edmonton City Centre East
Edmonton, AB, T5J 2Y8
- **Name:** Parlee McLaws LLP
1700 Enbridge Centre 10175-101 Street NW
Edmonton, AB T5J 0H3
- **Transit ID:** 004-82389
Account No.: 5328963
Swift Code: TDOMCATTOR
- **Intermediary Bank (For Wires in USD initiated from outside of Canada)**
Bank of America
222 Broadway New York
NY, 10038
ABA: 026009593 or **SWIFT:** BOFAUS3N

Please email payment advice to DirectDeposit@parlee.com, reference invoice(s) or file number.



PARLEE McLAWS ^{LLP}
 BARRISTERS & SOLICITORS | PATENT & TRADE-MARK AGENTS

1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: November 30, 2023
 Invoice Number: 828001
 Our ref: SRO/0000839.000064
 Steven A Rohatyn
 Our GST no.: 11533 8386 RT0001

INVOICE

Matter: Jasper Summerlea Shopping Centre Ltd.

To our professional services for our client MNP LTD., up to and including November 30, 2023.

	GST Rate	Amount (CAD)
Professional Fees	5.00%	14,229.50
Costs (Taxable)		
101 Copies	5.00%	85.50
Edmonton Land Titles/Title Search	5.00%	10.00
Land Titles Service Charge	5.00%	6.00
s. 18 reimbursement – Ford Credit	5.00%	-15.00
Invoice due on receipt		
	Net Total	14,316.00
	GST @ 5.00%	715.80
	Amount payable	\$15,031.80

Per: _____
 Steven A Rohatyn

E. & O. E.

Client: MNP LTD.

Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:

Invoice Number:

Matter Number:

November 30, 2023

828001

0000839.000064

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/04/2023	Steven A Rohatyn	Conference with R Shapiro to discuss Jollibee Lease and Amending Agreement, strategy in respect of issues thereunder.	0.40	500.00	200.00
11/02/2023	Steven A Rohatyn	Review client's update to KV Capital and response to client. Discuss file with client.	0.30	500.00	150.00
11/02/2023	Steven A Rohatyn	Email to, telephone attendance with VGC re leasing issues, impact of same on approach to draft Real Estate Purchase Agreement.	0.30	500.00	150.00
11/02/2023	Vicki G. Giannacopoulos	To review of instructions from S. Rohatyn regarding commercial unit lease issues;	1.00	535.00	535.00
11/06/2023	Steven A Rohatyn	Review emails between client, Jasper's outside accountant re stay etc.	0.10	500.00	50.00
11/07/2023	Steven A Rohatyn	Telephone attendance with counsel for Liquor Spot tenant re without prejudice conversation concerning various issues.	0.40	500.00	200.00
11/07/2023	Steven A Rohatyn	Conference with client re report on discussion with Liquor Spot counsel, discuss various other matters.	0.10	500.00	50.00
11/08/2023	Steven A Rohatyn	Review emails between client, Outfront Media rep re rent payments.	0.10	500.00	50.00
11/10/2023	Steven A Rohatyn	Prep for call with Honeybee reps. Pre-call discussions with client. Attend call.	0.70	500.00	350.00
11/10/2023	Steven A Rohatyn	Post Honeybee call conference with client to discuss various matters arising, along with other ongoing matters.	0.20	500.00	100.00
11/10/2023	Steven A Rohatyn	Review refusal and first opportunity rights contained in Honeybee Lease. Recommendations to client re provision of notice, timing of same. Letter to Honeybee re	0.80	500.00	400.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

November 30, 2023
828001
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		notice of intention to offer land for sale.			
11/10/2023	Steven A Rohatyn	Email to VGC re Honeybee ROFR, need to incorporate provisions into the draft purchase agreement accounting for same.	0.10	500.00	50.00
11/10/2023	Rayne N. Prins	Pull Title to 17310 - 90 Avenue NW;	0.10	185.00	18.50
11/13/2023	Vicki G. Giannacopoulos	To review Honeybee Foods Lease regarding Right of First Refusal; To review Receivership Order; To prepare draft Real Estate Purchase Agreement;	3.50	535.00	1,872.50
11/14/2023	Steven A Rohatyn	Email to counsel for Liquor Spot tenant.	0.10	500.00	50.00
11/14/2023	Steven A Rohatyn	Review client's listing proposal summary and recommendations.	0.40	500.00	200.00
11/14/2023	Vicki G. Giannacopoulos	To continue to draft Asset and Real Estate Purchase Agreement;	2.00	535.00	1,070.00
11/15/2023	Steven A Rohatyn	Conferences with VGC to discuss draft purchase agreement.	0.20	500.00	100.00
11/15/2023	Vicki G. Giannacopoulos	To continue revise draft Asset and Real Estate Purchase Agreement; To call with MNP to review Purchase Agreement;	2.50	535.00	1,337.50
11/16/2023	Steven A Rohatyn	From review email from, telephone attendance with client re elevator shaft deficiency issue.	0.10	500.00	50.00
11/17/2023	Vicki G. Giannacopoulos	Continue to draft and revise Asset and Real Estate Purchase Agreement.	1.00	535.00	535.00
11/20/2023	Steven A Rohatyn	Emails with counsel for Liquor Spot tenant.	0.10	500.00	50.00
11/20/2023	Steven A Rohatyn	Emails, telephone attendance with client re timing of listing in view of Honeybee's extant right of first opportunity. Email to Honeybee's counsel re possible waiver.	0.20	500.00	100.00

{E0555955.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

November 30, 2023
828001
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/20/2023	Steven A Rohatyn	Review proposed Listing Agreement. Input comments and proposed revisions. Email to VGC for her consideration and comment upon provisions relating to commissions.	2.00	500.00	1,000.00
11/21/2023	Steven A Rohatyn	Email from counsel for Liquor Spot tenant. Discuss with client.	0.20	500.00	100.00
11/21/2023	Steven A Rohatyn	Review VGC's comments and proposed revisions to listing agreement. Emails with VGC re same. Final review. Email to client with comment. Discuss with client. Further revisions to tie court approval to commission being earned.	0.90	500.00	450.00
11/21/2023	Vicki G. Giannacopoulos	Review and provide comments and revisions to.	1.50	535.00	802.50
11/22/2023	Steven A Rohatyn	Review draft Asset and Real Estate Purchase Agreement. Input proposed revisions and comments.	1.30	500.00	650.00
11/22/2023	Vicki G. Giannacopoulos	Continue to revise Purchase Agreement.	1.50	535.00	802.50
11/23/2023	Steven A Rohatyn	Review emails between debtor rep (D Lee) and KV Capital re potential refinancing. Emails with client re same.	0.20	500.00	100.00
11/24/2023	Vicki G. Giannacopoulos	Draft further revisions to Purchase Agreement as per comments received from S. Rohatyn.	0.30	535.00	160.50
11/27/2023	Steven A Rohatyn	Emails, telephone attendance with client in discussion of various ongoing matters.	0.30	500.00	150.00
11/27/2023	Steven A Rohatyn	Email to counsel for Honeybee.	0.10	500.00	50.00
11/27/2023	Steven A Rohatyn	Review v4 of draft APA. Create v5.	0.80	500.00	400.00
11/27/2023	Steven A Rohatyn	Email to counsel for liquor store tenant.	0.10	500.00	50.00
11/28/2023	Steven A Rohatyn	Conference with V Giannacopoulos to discuss final changes to draft APA. Review same. Input own additional changes. Email to Vicki re Section 3.3(b) issues.	0.80	500.00	400.00

{E0555955.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

November 30, 2023
828001
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/28/2023	Steven A Rohatyn	Email from counsel for Honeybee re parking blockage and other issues. Review lease and consider issues. Email to client with comment. Telephone attendance with client to discuss response. Review site plan and development permit.	0.70	500.00	350.00
11/28/2023	Vicki G. Giannacopoulos	Telephone conference with S. Rohatyn to finalize Purchase Agreement; additional revisions to final draft Purchase Agreement.	1.00	535.00	535.00
11/29/2023	Steven A Rohatyn	Review emails between Summerlea and KV reps re possible refinancing.	0.10	500.00	50.00
11/29/2023	Steven A Rohatyn	Email in response to Honeybee counsel (I Cantor).	0.30	500.00	150.00
11/30/2023	Steven A Rohatyn	Final amendments to draft APA. Emails with V Giannacopoulos re same. Email draft to client for review.	0.40	500.00	200.00
11/30/2023	Vicki G. Giannacopoulos	Further revisions of Purchase Agreement.	0.30	535.00	160.50
Total			27.50		\$14,229.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Rayne N. Prins	0.10	185.00	18.50
Steven A Rohatyn	12.80	500.00	6,400.00
Vicki G. Giannacopoulos	14.60	535.00	7,811.00
Total	27.50		\$14,229.50



1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: November 30, 2023
 Invoice Number: 828001
 Matter Number: 0000839.000064

REMITTANCE COPY

Jasper Summerlea Shopping Centre Ltd.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
11/30/2023	828001	\$15,031.80
Balance Due		\$15,031.80



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: November 30, 2023
Invoice Number: 828001
Matter Number: 0000839.000064

PAYMENT OPTIONS:

Cheque or Bank Draft:

- o Make Cheque Payable to: **Parlee McLaws LLP**

Please include remittance form or reference invoice number(s).

Credit Card Payments (VISA or MasterCard or AMEX):

- o Through our secure webpage at <https://www.parlee.com/secure-payment/>

E-Transfer Payments:

- o Email the E-Transfer notices to DirectDeposit@parlee.com
- o Email the E-Transfer password to AR@parlee.com

Please include invoice number(s) in the E-Transfer message to recipient.

Electronic Wire or EFT:

- o **Bank:** TD Canada Trust
148 Edmonton City Centre East
Edmonton, AB, T5J 2Y8
- o **Name:** Parlee McLaws LLP
1700 Enbridge Centre 10175-101 Street NW
Edmonton, AB T5J 0H3
- o **Transit ID:** 004-82389
Account No.: 5328963
Swift Code: TDOMCATTOR
- o **Intermediary Bank (For Wires in USD initiated from outside of Canada)**
Bank of America
222 Broadway New York
NY, 10038
ABA: 026009593 or SWIFT: BOFAUS3N

Please email payment advice to DirectDeposit@parlee.com, reference invoice(s) or file number.



1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: December 31, 2023
 Invoice Number: 829435
 Our ref: SRO/0000839.000064
 Steven A Rohatyn
 Our GST no.: 11533 8386 RT0001

INVOICE

Matter: Jasper Summerlea Shopping Centre Ltd.

To our professional services for our client MNP LTD., up to and including December 31, 2023.

	GST Rate	Amount (CAD)
Professional Fees	5.00%	5,570.00
Costs (Taxable)		
101 Copies	5.00%	32.00
Invoice due on receipt		
	Net Total	5,602.00
	GST @ 5.00%	280.10
	Amount payable	\$5,882.10

-KG
 Jasper (Rec)
 Lepl Ills
 POSTED
 Jan 4/24

Per: _____
 Steven A Rohatyn

E. & O. E.

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

December 31, 2023
829435
0000839.000064

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/01/2023	Steven A Rohatyn	Emails with counsel for Liquor Spot tenant.	0.10	500.00	50.00
12/01/2023	Steven A Rohatyn	Discuss file with client.	0.20	500.00	100.00
12/01/2023	Steven A Rohatyn	Draft language for cover letter to Liquor Spot lease to alert interested parties to potential set off issue and client's ongoing efforts to negotiate a compromise of same.	0.50	500.00	250.00
12/01/2023	Steven A Rohatyn	Email from client re comments on draft APA. Review amendments proposed by VGC.	0.10	500.00	50.00
12/04/2023	Steven A Rohatyn	Review form of Confidentiality Agreement proposed by IPA. Prepare superior form for client review.	1.00	500.00	500.00
12/04/2023	Steven A Rohatyn	Emails with client towards finalizing language of covering letter to Liquor Spot lease.	0.10	500.00	50.00
12/04/2023	Steven A Rohatyn	Email from counsel for Liquor Spot tenant re without prejudice proposal. Consider same and discuss with client.	0.40	500.00	200.00
12/04/2023	Steven A Rohatyn	Receipt and review of notice of rejection from LTO re LVL lien discharge.	0.10	500.00	50.00
12/05/2023	Steven A Rohatyn	Instructions from client re response to Liquor Spot proposal. Email to counsel.	0.80	500.00	400.00
12/06/2023	Steven A Rohatyn	Emails with counsel for liquor store tenant re status of occupancy permit, expected timing of same.	0.10	500.00	50.00
12/06/2023	Steven A Rohatyn	Review emails between client, counsel for Jasper Summerlea (R Speidel) re occupancy permit status, GST returns.	0.10	500.00	50.00
12/07/2023	Steven A Rohatyn	Telephone attendance with client re various ongoing matters.	0.20	500.00	100.00
12/07/2023	Steven A Rohatyn	Email from client re analysis of cap rate difference under Honeybee lease created by amending agreement. Email in	0.20	500.00	100.00

{E0591204.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

December 31, 2023
829435
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		reply with further considerations.			
12/11/2023	Steven A Rohatyn	Emails with counsel for Liquor Spot.	0.10	500.00	50.00
12/11/2023	Steven A Rohatyn	Review email from client to Outfront re rent payable under ground lease.	0.10	500.00	50.00
12/13/2023	Steven A Rohatyn	Email from R Speidel re Chen application for Truckland information, declaration of mortgage balances. Review his client's affidavit. Discuss with client. Email in reply. Further email from R Speidel with additional context and attaching application. Review application. Email in reply.	0.60	500.00	300.00
12/13/2023	Steven A Rohatyn	Review email from counsel for Liquor Spot re counter proposal.	0.10	500.00	50.00
12/14/2023	Steven A Rohatyn	Emails with client, counsel for liquor store tenant towards finalizing terms of agreement.	0.80	500.00	400.00
12/14/2023	Steven A Rohatyn	Conference with V Giannacopoulos re background to proposed agreement with liquor store tenant, discussion towards papering same.	0.20	500.00	100.00
12/14/2023	Steven A Rohatyn	Emails with R Speidel re Truckland mortgage balance application.	0.10	500.00	50.00
12/14/2023	Vicki G. Giannacopoulos	Call with S. Rohatyn re: instructions to prepare lease amending agreement.	0.30	535.00	160.50
12/15/2023	Steven A Rohatyn	Email from R Speidel re application for Truckland disclosure etc. Review attached materials. Email in reply with comment. Discuss with client. Further emails with R Speidel.	0.30	500.00	150.00
12/18/2023	Steven A Rohatyn	Telephone attendance with R Speidel re discussion of his client's January application.	0.40	500.00	200.00
12/19/2023	Steven A Rohatyn	Discuss liquor store tenant agreement with VGC.	0.10	500.00	50.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

December 31, 2023
829435
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/21/2023	Steven A Rohatyn	Email from, telephone attendance with client re GST refund issue. Draft demand letter to Judy Chen via counsel.	1.20	500.00	600.00
12/21/2023	Vicki G. Giannacopoulos	Review various emails with tenant counsel.	0.20	535.00	107.00
12/22/2023	Steven A Rohatyn	Email from liquor store counsel re terms of agreement. Email to client with comment.	0.10	500.00	50.00
12/22/2023	Steven A Rohatyn	Discuss strategy with client re recovery of GST refund.	0.20	500.00	100.00
12/27/2023	Vicki G. Giannacopoulos	Continue to draft Lease Amending Agreement.	1.50	535.00	802.50
12/28/2023	Steven A Rohatyn	Email to R Speidel requesting immediate response to GST refund demand.	0.10	500.00	50.00
12/29/2023	Steven A Rohatyn	Review draft First Report to Court. Email to client with comment.	0.40	500.00	200.00
12/29/2023	Steven A Rohatyn	Email to G Body seeking engagement on behalf of CRA re GST refund issue.	0.30	500.00	150.00
Total			11.00		\$5,570.00

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven A Rohatyn	9.00	500.00	4,500.00
Vicki G. Giannacopoulos	2.00	535.00	1,070.00
Total	11.00		\$5,570.00



PARLEE McLAWS ^{LLP}
 BARRISTERS & SOLICITORS | PATENT & TRADE-MARK AGENTS

1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: December 31, 2023
 Invoice Number: 829435
 Matter Number: 0000839.000064

REMITTANCE COPY

Jasper Summerlea Shopping Centre Ltd.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
12/31/2023	829435	\$5,882.10
Balance Due		\$5,882.10



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: December 31, 2023
Invoice Number: 829435
Matter Number: 0000839.000064

PAYMENT OPTIONS:

Cheque or Bank Draft:

- o Make Cheque Payable to: Parlee McLaws LLP

Please include remittance form or reference invoice number(s).

Credit Card Payments (VISA or MasterCard or AMEX):

- o Through our secure webpage at <https://www.parlee.com/secure-payment/>

E-Transfer Payments:

- o Email the E-Transfer notices to DirectDeposit@parlee.com
- o Email the E-Transfer password to AR@parlee.com

Please include invoice number(s) in the E-Transfer message to recipient.

Electronic Wire or EFT:

- o **Bank:** TD Canada Trust
148 Edmonton City Centre East
Edmonton, AB, T5J 2Y8
- o **Name:** Parlee McLaws LLP
1700 Enbridge Centre 10175-101 Street NW
Edmonton, AB T5J 0H3
- o **Transit ID:** 004-82389
Account No.: 5328963
Swift Code: TDOMCATTOR
- o **Intermediary Bank (For Wires in USD Initiated from outside of Canada)**
Bank of America
222 Broadway New York
NY, 10038
ABA: 026009593 or **SWIFT:** BOFAUS3N

Please email payment advice to DirectDeposit@parlee.com, reference invoice(s) or file number.



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: January 31, 2024
Invoice Number: 831095
Our ref: SRO/0000839.000064
Steven A Rohatyn
Our GST no.: 11533 8386 RT0001

INVOICE

Matter: Jasper Summerlea Shopping Centre Ltd.

To our professional services for our client MNP LTD., up to and including January 31, 2024.

	GST Rate	Amount (CAD)
Professional Fees	5.00%	39,222.50
Costs (Taxable)		
101 Copies	5.00%	241.00
402 Color Copies	5.00%	255.00
Corporate Service Charge	5.00%	12.00
Edmonton Land Titles/ALTA Name Search	5.00%	28.00
Edmonton Land Titles/Title Search	5.00%	100.00
Land Titles Service Charge	5.00%	54.00
Personal Property Registry/Search	5.00%	9.00
Personal Property Service Charge	5.00%	12.00
Registered Mail	5.00%	11.69
Costs (Non-Taxable)		
Edmonton Corporate Registry/Corporate Search		14.00
Edmonton Land Titles/Copy of Document		60.00
Filing Fees		77.00
Statement of Claim		257.00
Accu-Search		25.55
ALIA Insurance Levy		75.00
Interlocutory Applications		56.00
Interlocutory Applications		56.00

Invoice due on receipt

Per: _____
Steven A Rohatyn

E. & O. E.

Net Total 40,565.74
GST @ 5.00% 1,997.26
Amount payable \$42,563.00

POSTED
Feb 6/24

Jasper (Rec)
Legal fees
OK + by
- K.

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

Time Detail

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/02/2024	Steven A Rohatyn	Email from G Body re GST refund cheque. Review same. Discuss next steps with client. Review RBC response to request for information concerning deposit account. Further discussion with client. Review account statements and further information provided by RBC. Discuss with client. Review results of various searches performed on properties and entities known to be related to Chen. Consider available legal remedies. Further discussion with client and counsel for KV Capital.	2.00	550.00	1,100.00
01/02/2024	Steven A Rohatyn	Review draft Lease Amending Agreement (liquor store tenant). Input proposed changes.	1.80	550.00	990.00
01/02/2024	Rayne N. Prins	Pull copies of encumbrances and transfer to Judy House property; Pull corporate search on second mortgagee;	0.10	190.00	19.00
01/02/2024	Rayne N. Prins	Pull titles to properties noted in 924 mortgage;	0.10	190.00	19.00
01/02/2024	Steven A Rohatyn	Letter to counsel for interested parties re Receiver's position on Chen's January 11 application.	0.30	550.00	165.00
01/02/2024	Steven A Rohatyn	Commence draft Statement of Claim (GST refund recovery action).	1.40	550.00	770.00
01/03/2024	Steven A Rohatyn	Emails with client and RBC branch manager in effort to secure prompt access to books and records surrounding company account.	0.20	550.00	110.00
01/03/2024	Steven A Rohatyn	Telephone call from counsel for West Edmonton Truckland re discussion of Chen's January 11 application.	0.30	550.00	165.00
01/03/2024	Steven A Rohatyn	Review recent case law applicable to Mareva Injunctions/Attachment Orders.	1.50	550.00	825.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/03/2024	Steven A Rohatyn	Review Court template Mareva Injunction/Attachment Order. Instructions to paralegal re creation of clean and populated version. Review same. Consider amendments/additions that might be necessary in the circumstances.	0.40	550.00	220.00
01/03/2024	Steven A Rohatyn	Finalize draft Lease Amending Agreement (liquor store tenant). Email to client for review. Email from client with comments. Email draft to counsel for tenant.	0.40	550.00	220.00
01/03/2024	Steven A Rohatyn	Draft Application for Attachment Order.	1.00	550.00	550.00
01/03/2024	Vicki G. Giannacopoulos	Review of revisions.	0.30	575.00	172.50
01/04/2024	Steven A Rohatyn	Email from client re proposed sale of Bobcat and draft agreement. Review draft. Prepare simplified Bill of Sale. Email to client with comment. Further emails with client re ownership of Bobcat. Letter to R Speidel.	0.60	550.00	330.00
01/04/2024	Steven A Rohatyn	Discuss status of and next steps on GST refund recovery with client.	0.20	550.00	110.00
01/05/2024	Steven A Rohatyn	Draft Application for SAVO and RCO. Draft SAVO and RCO.	2.50	550.00	1,375.00
01/05/2024	Steven A Rohatyn	Emails with S Galbraith.	0.10	550.00	55.00
01/05/2024	Steven A Rohatyn	Emails with Commercial Coordinator re January 15/16 booking.	0.20	550.00	110.00
01/05/2024	Steven A Rohatyn	Email to RBC branch manager demanding immediate provision of account records.	0.10	550.00	55.00
01/05/2024	Steven A Rohatyn	Letter to RBC legal department regarding CRA refund matter.	0.40	550.00	220.00
01/08/2024	Steven A Rohatyn	Emails with Commercial Coordinator towards scheduling attachment order application. Draft booking confirmation letter.	0.20	550.00	110.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000084

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/08/2024	Steven A Rohatyn	Email to RBC branch manager in follow up to requests for books and records pertaining to Jasper account.	0.10	550.00	55.00
01/08/2024	Steven A Rohatyn	Amendments to draft Attachment Order and Application document.	0.40	550.00	220.00
01/08/2024	Steven A Rohatyn	Review and amend draft SAVO, RCAO, and Application for same.	0.20	550.00	110.00
01/08/2024	Steven A Rohatyn	Commence draft Bench Brief in support of application for Attachment Order.	0.80	550.00	440.00
01/09/2024	Steven A Rohatyn	Conference with Z Fischer to provide instructions concerning preparation of "Law" section of Bench Brief re Attachment Order application.	0.40	550.00	220.00
01/09/2024	Steven A Rohatyn	Emails with Z Fischer re key cases for Law section of Attachment Order Bench Brief.	0.40	550.00	220.00
01/09/2024	Steven A Rohatyn	Efforts to contact a member of RBC legal department by telephone. Email to E Head, VP and Associate General Counsel in effort to obtain assistance in GST refund matter. Emails with S Khan of RBC.	0.60	550.00	330.00
01/09/2024	Steven A Rohatyn	Consider issues arising in connection with costs and undertakings as to damages in circumstances of a Receiver applying for injunctive relief on behalf of debtor.	0.60	550.00	330.00
01/09/2024	Steven A Rohatyn	Emails with client re anticipated delay in occupancy permit.	0.10	550.00	55.00
01/09/2024	Steven A Rohatyn	Telephone conference with counsel for KV Capital to discuss various aspects of file.	0.30	550.00	165.00
01/09/2024	Zachary A. Fischer	Conducting case law research on Ex Parte Attachment Orders in Alberta. Preparing "Law" section of brief.	3.30	260.00	858.00
01/10/2024	Steven A Rohatyn	Emails with counsel for liquor store tenant re status of review	0.10	550.00	55.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		of proposed lease amending agreement.			
01/10/2024	Steven A Rohatyn	Emails with client re occupancy permit delay, effect on bid deadline.	0.10	550.00	55.00
01/10/2024	Steven A Rohatyn	Various emails with Commercial Coordinator towards finalizing booking of January 19 application and reserving time slot for comeback hearing.	0.20	550.00	110.00
01/10/2024	Steven A Rohatyn	Review and mark up draft of Law section of Brief. Discuss with Z Fischer.	0.50	550.00	275.00
01/10/2024	Steven A Rohatyn	Prepare for January 11 Court application brought by Chen for an Order granting leave to commence litigation on behalf of company.	1.20	550.00	660.00
01/10/2024	Steven A Rohatyn	Conference with paralegal to discuss various matters and logistics associated with preparation and filing of January 19 application materials.	0.20	550.00	110.00
01/10/2024	Steven A Rohatyn	Voicemail and email to counsel for RBC requesting update.	0.10	550.00	55.00
01/10/2024	Rayne N. Prins	Begin draft brief for S. Rohatyn;	0.10	190.00	19.00
01/10/2024	Zachary A. Fischer	Revising and finalizing 'Law' section of bench brief.	0.60	260.00	156.00
01/11/2024	Steven A Rohatyn	Emails with Commercial Coordinator, booking letter re February 9.	0.10	550.00	55.00
01/11/2024	Steven A Rohatyn	Attend Court application brought by Director for leave to take proceedings on behalf of company.	1.30	550.00	715.00
01/11/2024	Steven A Rohatyn	Various communications with RBC inhouse counsel re GST refund deposit account disclosure.	0.50	550.00	275.00
01/11/2024	Steven A Rohatyn	Review disclosure provided by RBC. Various emails to RBC counsel seeking additional information and position on certain issues. Telephone	1.50	550.00	825.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		attendances with K Gray and S Barlott to discuss and discuss next steps.			
01/11/2024	Steven A Rohatyn	Continue draft Brief for January 19 application.	0.80	550.00	440.00
01/11/2024	Steven A Rohatyn	Update draft Statement of Claim, Application for Attachment Order, and Brief to incorporate additional facts and matters flowing from RBC disclosure.	1.50	550.00	825.00
01/11/2024	Rayne N. Prins	Conduct PPR search on Kin Min Lee;	0.10	190.00	19.00
01/12/2024	Steven A Rohatyn	Telephone attendance with RBC counsel to discuss file.	0.40	550.00	220.00
01/12/2024	Steven A Rohatyn	Finalize Statement of Claim for filing in GST refund recovery action.	0.30	550.00	165.00
01/12/2024	Steven A Rohatyn	Prepare form of Norwich Order re further RBC disclosure relating to accounts accepting large portion of GST refund monies. Email to RBC counsel for review and comment. Review reply. Amend draft to accord with comments.	0.50	550.00	275.00
01/12/2024	Steven A Rohatyn	Review updated version of client's First Report to Court. Various steps towards finalizing same.	1.00	550.00	550.00
01/12/2024	Steven A Rohatyn	Email filed Statement of Claim to RBC counsel. Request directions concerning service and confirmation that third party accounts have been placed on hold.	0.10	550.00	55.00
01/12/2024	Steven A Rohatyn	Prepare notes for application for Norwich Order.	0.80	550.00	440.00
01/12/2024	Donna M. Mackie	Upload Statement of Claim to courthouse portal for filing;	0.20	225.00	45.00
01/12/2024	Zachary A. Fischer	Preparing citations for "Facts" section of Bench Brief to be filed in advance of the application for attachment order.	0.70	260.00	182.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/15/2024	Steven A Rohatyn	Email from RBC confirming that funds held in Jasper account remitted to client.	0.10	550.00	55.00
01/15/2024	Steven A Rohatyn	Attend Court re Norwich Order (RBC disclosure).	0.80	550.00	440.00
01/15/2024	Steven A Rohatyn	Emails with RBC counsel re Norwich Order, additional disclosure.	0.10	550.00	55.00
01/15/2024	Steven A Rohatyn	Email to counsel for liquor store tenant.	0.10	550.00	55.00
01/15/2024	Steven A Rohatyn	Letter enclosing filed SoC and Norwich Order for service on RBC branch in accordance with direction of RBC inhouse counsel.	0.10	550.00	55.00
01/15/2024	Steven A Rohatyn	Review email from client re update concerning status of construction/occupancy.	0.10	550.00	55.00
01/15/2024	Rayne N. Prins	Draft service letter on RBC;	0.10	190.00	19.00
01/16/2024	Steven A Rohatyn	Review additional RBC disclosure. Email to client with comments on same. Email to RBC with comments and questions.	1.30	550.00	715.00
01/16/2024	Steven A Rohatyn	Telephone attendance with client re discussion with liquor store tenant reps. Voicemail, email to their counsel.	0.20	550.00	110.00
01/16/2024	Steven A Rohatyn	Review draft Second Report to Court. Input proposed amendments to same and email to client for further review.	0.80	550.00	440.00
01/16/2024	Steven A Rohatyn	Various emails to, telephone attendance with RBC counsel re questions relating to additional disclosure etc. Prepare form of Norwich Order re additional disclosure pertaining to further transactions from Transfer Accounts. Email to RBC counsel for review.	0.60	550.00	330.00
01/16/2024	Steven A Rohatyn	Numerous emails and phone calls with client re RBC disclosure and preparation for January 19 application.	0.70	550.00	385.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/16/2024	Steven A Rohatyn	Conference with Z Fischer re updates to Law section of Brief to include case law relevant to Norwich Orders. Update Facts section to include those relevant to additional RBC disclosure. Draft Argument section.	2.00	550.00	1,100.00
01/16/2024	Steven A Rohatyn	Prepare Amended Statement of Claim for filing in refund recovery action to plead facts relating to additional RBC disclosure.	0.30	550.00	165.00
01/16/2024	Steven A Rohatyn	Amend draft Application to include Norwich Order in relief sought and facts obtained from further RBC disclosure.	0.20	550.00	110.00
01/16/2024	Vicki G. Giannacopoulos	Review email re: execution of lease agreement.	0.10	575.00	57.50
01/16/2024	Rayne N. Prins	PPR Search on Michelle Lee; Title search on property stated in RBC statements;	0.10	190.00	19.00
01/16/2024	Zachary A. Fischer	Revising the "Law" section of the bench Brief to include support for a Norwich order.	0.70	260.00	182.00
01/17/2024	Steven A Rohatyn	Review updated Title to 128th Street property and copy of Transfer of Land. Emails with client re preparation of Third Report re same. Review and amend draft Third Report.	0.40	550.00	220.00
01/17/2024	Steven A Rohatyn	Email from RBC counsel re comments upon draft of further Norwich Order. Amend draft accordingly. Emails with RBC counsel confirming that RBC takes no position on our application for updated form of Order.	0.30	550.00	165.00
01/17/2024	Rayne N. Prins	Pull title to 128th Street property; Pull Transfer of Land; Assemble Brief and submit for filing; Submit application for filing via email; Emails from/to Commercial Coordinator (online filing issues); Draft letter enclosing application	1.00	190.00	190.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/17/2024	Steven A Rohatyn	materials to Commercial Coordinator and Justice Gill; Various tasks and edits towards finalizing January application materials for filing. Letters enclosing same to Commercial Coordinator and presiding Justice.	2.00	550.00	1,100.00
01/17/2024	Steven A Rohatyn	Email from liquor store with comments upon proposed Lease Amending Agreement. Review and consider same. Email to client with comments. Further emails with client, counsel.	0.40	550.00	220.00
01/17/2024	Steven A Rohatyn	Telephone call from, emails with client re Chen properties listed for sale. Review listings. Review titles to listed properties. Emails with client re draft Fourth Report.	0.30	550.00	165.00
01/17/2024	Steven A Rohatyn	Email from client requesting opinion concerning extent of obligations under landlord's work provisions of liquor store lease. Review relevant lease provisions. Email to client with comment. Further emails with client in discussion.	0.40	550.00	220.00
01/17/2024	Vicki G. Giannacopoulos	Review various emails re: revisions to lease.	0.50	575.00	287.50
01/17/2024	Zachary A. Fischer	Delivering a hard-copy of the application and supporting materials to the Edmonton courthouse as requested by the court coordinator.	0.50	260.00	130.00
01/18/2024	Steven A Rohatyn	Review and amend draft Fourth Report to Court.	0.10	550.00	55.00
01/18/2024	Steven A Rohatyn	Emails with Commercial Coordinator re further materials for January 19 application.	0.10	550.00	55.00
01/18/2024	Steven A Rohatyn	Commence prep for January 19 application.	2.50	550.00	1,375.00
01/18/2024	Steven A Rohatyn	Conference with client to discuss January 19 application, strategy.	0.20	550.00	110.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/18/2024	Steven A Rohatyn	Amend draft form of Attachment Order to narrow and refine relief. Email same to Commercial Coordinator.	0.30	550.00	165.00
01/19/2024	Steven A Rohatyn	Telephone call from counsel for West Edmonton Truckland re discussion of her client's secured claim, interest issues.	0.40	550.00	220.00
01/19/2024	Steven A Rohatyn	Final prep for, attendance at Court application.	3.50	550.00	1,925.00
01/19/2024	Steven A Rohatyn	Review signed Gill Order. Instructions to paralegal re next steps re filing, service, searches and registrations.	0.10	550.00	55.00
01/19/2024	Steven A Rohatyn	Review draft amendments to liquor store tenant Lease Amending Agreement. Discuss with VGC.	0.20	550.00	110.00
01/19/2024	Vicki G. Giannacopoulos	Draft further revisions to Lease Amending Agreement as per tenant counsel comments.	0.50	575.00	287.50
01/20/2024	Vicki G. Giannacopoulos	To email with client re finalizing document.	0.10	575.00	57.50
01/22/2024	Steven A Rohatyn	Emails with, telephone call from RBC counsel re January 19 Norwich Order disclosure, Lee account restriction issue.	0.30	550.00	165.00
01/22/2024	Steven A Rohatyn	Review draft Financing Statement re Attachment Order. Amend same. Review post-registration Verification Statement.	0.20	550.00	110.00
01/22/2024	Steven A Rohatyn	Finalize revised Lease Amending Agreement. Email to counsel for liquor store tenant with comment.	0.10	550.00	55.00
01/22/2024	Rayne N. Prins	Draft name search applications on Judy Chen and Judy Ping Chen; DRR for Attachment order registration; Draft Financing Statement for Attachment Order registration at PPR;	0.20	190.00	38.00
01/22/2024	Steven A Rohatyn	Review further RBC disclosure re \$460k and \$68k drafts. Emails with RBC counsel re questions arising from same.	0.40	550.00	220.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/22/2024	Steven A Rohatyn	Email to client reporting on additional RBC disclosure, next steps etc. Telephone attendance with client in discussion.	0.40	550.00	220.00
01/22/2024	Steven A Rohatyn	Prepare Amended Amended Statement of Claim re plead additional facts derived from further RBC disclosure, name BMO as defendant.	1.00	550.00	550.00
01/22/2024	Steven A Rohatyn	Draft Application re February 9 comeback hearing.	0.40	550.00	220.00
01/22/2024	Steven A Rohatyn	Service letters re pleadings in Jasper action and attachment order application.	0.20	550.00	110.00
01/22/2024	Steven A Rohatyn	Sign applications for LTO name searches. Review draft DRR re Attachment Order registration on title to known Chen properties.	0.10	550.00	55.00
01/22/2024	Rayne N. Prins	Draft service letters to Chen and Lee;	0.20	190.00	38.00
01/22/2024	Vicki G. Giannacopoulos	Review email to counsel for Tenant re: Lease Amending Agreement.	0.10	575.00	57.50
01/22/2024	Rayne N. Prins	Draft Service letters;	0.10	190.00	19.00
01/23/2024	Steven A Rohatyn	Emails with counsel for liquor store tenant.	0.10	550.00	55.00
01/23/2024	Steven A Rohatyn	Emails, telephone attendance with BMO counsel re tracing matter.	0.20	550.00	110.00
01/23/2024	Steven A Rohatyn	Discuss GST refund recovery matter with client.	0.10	550.00	55.00
01/23/2024	Steven A Rohatyn	Review and amend draft Fifth Report to Court.	0.40	550.00	220.00
01/23/2024	Steven A Rohatyn	Review additional disclosure from RBC re Lee account transactions.	0.20	550.00	110.00
01/23/2024	Steven A Rohatyn	Emails with Commercial Coordinator.	0.10	550.00	55.00
01/23/2024	Steven A Rohatyn	Emails with RBC counsel.	0.10	550.00	55.00
01/23/2024	Steven A Rohatyn	Prepare form of Norwich Order (BMO). Email to counsel for BMO for review.	0.30	550.00	165.00

Client: MNP LTD.

Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:

Invoice Number:

Matter Number:

January 31, 2024

831095

0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/24/2024	Steven A Rohatyn	Emails with BMO counsel towards finalizing acceptable form of Norwich Order.	0.10	550.00	55.00
01/24/2024	Steven A Rohatyn	Prepare for and attend Court re application for BMO Norwich Order.	1.50	550.00	825.00
01/25/2024	Steven A Rohatyn	Review and consider email from counsel for liquor store tenant re comments on draft agreement. Email in reply. Review amendments proposed by counsel in follow up. Email in reply with comment. Telephone attendance with counsel to discuss. Input discussed amendments into draft agreement. Emails with client re same. Email to counsel for his client's final review.	0.70	550.00	385.00
01/25/2024	Steven A Rohatyn	Review BMO disclosure. Emails with BMO rep re questions concerning same. Various further emails. Discuss with client. Review additional disclosure. Telephone attendances with BMO rep. Further telephone attendance with client.	2.00	550.00	1,100.00
01/25/2024	Steven A Rohatyn	Review client email to debtor counsel re GST audit related matters.	0.10	550.00	55.00
01/25/2024	Vicki G. Giannacopoulos	Review various emails from tenant and counsel re: lease amendment wording; review revised agreement.	0.20	575.00	115.00
01/26/2024	Steven A Rohatyn	Emails with counsel for liquor store tenant re status of signed agreement.	0.10	550.00	55.00
01/26/2024	Steven A Rohatyn	Telephone call from, email to BMO rep.	0.30	550.00	165.00
01/26/2024	Steven A Rohatyn	Emails from H Yung re potential financing. Emails, telephone attendance with client to discuss. Attend conference call with client, H Yung, J Chen to discuss. Follow up call with client.	0.70	550.00	385.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/26/2024	Vicki G. Giannacopoulos	To review email re: update on execution of Amending Agreement; circulate execution copy for signatures.	0.30	575.00	172.50
01/27/2024	Steven A Rohatyn	Review email from Chen counsel (H Yung) to broker (D Huang).	0.10	550.00	55.00
01/29/2024	Steven A Rohatyn	Emails with counsel for liquor store tenant.	0.10	550.00	55.00
01/29/2024	Steven A Rohatyn	Email from BMO re \$372k draft negotiated at Money Mart. Consider strategy in light of same. Conference with client re application for further Attachment Order in connection with Lee. Letter to ACJ Neilsen and Nixon requesting urgent appearance on Commercial List.	1.00	550.00	550.00
01/29/2024	Rayne N. Prins	Draft service letter to Commercial Coordinator re: February 9 application;	0.10	190.00	19.00
01/29/2024	Steven A Rohatyn	Various emails with H Yung and client pertaining to possible financing.	0.20	550.00	110.00
01/29/2024	Steven A Rohatyn	Review draft Sixth Report to Court. Input proposed revisions.	0.40	550.00	220.00
01/29/2024	Steven A Rohatyn	Draft Attachment Order (Lee).	0.30	550.00	165.00
01/29/2024	Steven A Rohatyn	Telephone attendance with, email to counsel for Money Mart.	0.20	550.00	110.00
01/29/2024	Rayne N. Prins	Conduct corporate search on National Money Mart;	0.10	190.00	19.00
01/30/2024	Steven A Rohatyn	Review email from D Huang (Chen loan broker) outlining history of underwriting, status etc. Discuss with client. Reply to D Huang. Review his further reply.	0.30	550.00	165.00
01/30/2024	Steven A Rohatyn	Emails to liquor store counsel.	0.10	550.00	55.00
01/30/2024	Steven A Rohatyn	Review copy of cancelled \$372k bank draft. Emails with Money Mart counsel. Discuss with client.	0.30	550.00	165.00

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/30/2024	Steven A Rohatyn	Telephone attendance with Money Mart counsel.	0.10	550.00	55.00
01/30/2024	Steven A Rohatyn	Draft form of Norwich Order. Email to counsel for Money Mart for review with comment. Further emails with counsel in discussion.	0.40	550.00	220.00
01/30/2024	Steven A Rohatyn	Review results of LTO name searches conducted on Ms. Chen in accordance with Attachment Order.	0.10	550.00	55.00
01/30/2024	Steven A Rohatyn	Conference with J Hockin to discuss potential financing, approach to same in context of receivership.	0.30	550.00	165.00
01/30/2024	Steven A Rohatyn	Emails with Commercial Coordinator.	0.10	550.00	55.00
01/30/2024	Steven A Rohatyn	Prepare Amended Amended Amended SoC in GST refund recovery action.	0.30	550.00	165.00
01/30/2024	Steven A Rohatyn	Various telephone attendances with client to discuss strategy and approach to GST recovery matter in present circumstances.	0.50	550.00	275.00
01/31/2024	Steven A Rohatyn	Draft Application re Attachment or Preservation Order (Lee).	0.40	550.00	220.00
01/31/2024	Steven A Rohatyn	Emails, telephone attendance with counsel for Money Mart towards discussing and finalizing form of Norwich Order.	0.50	550.00	275.00
01/31/2024	Steven A Rohatyn	Attend Court re Norwich Order (Money Mart)	0.80	550.00	440.00
01/31/2024	Steven A Rohatyn	Telephone attendance with client re results of bidding. Review bid summary and bids.	0.40	550.00	220.00
01/31/2024	Steven A Rohatyn	Emails with counsel for liquor store tenant.	0.20	550.00	110.00
01/31/2024	Steven A Rohatyn	Conference with client to discuss approach to GST refund recovery matter given approaching Attachment Order expiry and continuing uncertainty surrounding status of funds underlying Lee draft negotiated with Money Mart.	1.00	550.00	550.00

{E0645079.DOCX; 1}

Client: MNP LTD.
Matter: Jasper Summerlea Shopping Centre Ltd.

Invoice Date:
Invoice Number:
Matter Number:

January 31, 2024
831095
0000839.000064

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		Draft Application re variation of Attachment Order expiry. Draft form of Order. Letter to Commercial Coordinator booking February 5 hearing of Application.			
Total			75.90		\$39,222.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Donna M. Mackie	0.20	225.00	45.00
Rayne N. Prins	2.30	190.00	437.00
Steven A Rohatyn	65.50	550.00	36,025.00
Vicki G. Giannacopoulos	2.10	575.00	1,207.50
Zachary A. Fischer	5.80	260.00	1,508.00
Total	75.90		\$39,222.50



PARLEE MCLAWS ^{LLP}
 BARRISTERS & SOLICITORS | PATENT & TRADE MARK AGENTS

1700 Enbridge Centre
 10175 101 Street NW
 Edmonton, Alberta T5J 0H3
 Ph: 780-423-8500
 email: ar@parlee.com

MNP Ltd.
 Suite 1300, 10235 101 Street N.W.
 Edmonton, AB T5J 3G1
 CANADA

Invoice Date: January 31, 2024
 Invoice Number: 831095
 Matter Number: 0000839.000064

REMITTANCE COPY

Jasper Summerlea Shopping Centre Ltd.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
01/31/2024	831095	\$42,563.00
Balance Due		\$42,563.00



1700 Enbridge Centre
10175 101 Street NW
Edmonton, Alberta T5J 0H3
Ph: 780-423-8500
email: ar@parlee.com

MNP Ltd.
Suite 1300, 10235 101 Street N.W.
Edmonton, AB T5J 3G1
CANADA

Invoice Date: January 31, 2024
Invoice Number: 831095
Matter Number: 0000839.000064

PAYMENT OPTIONS:

Cheque or Bank Draft:

- o Make Cheque Payable to: Parlee McLaws LLP

Please include remittance form or reference invoice number(s).

Credit Card Payments (VISA or MasterCard or AMEX):

- o Through our secure webpage at <https://www.parlee.com/secure-payment/>

E-Transfer Payments:

- o Email the E-Transfer notices to DirectDeposit@parlee.com
- o Email the E-Transfer password to AR@parlee.com

Please include invoice number(s) in the E-Transfer message to recipient.

Electronic Wire or EFT:

- o **Bank:** TD Canada Trust
148 Edmonton City Centre East
Edmonton, AB, T5J 2Y8
- o **Name:** Parlee McLaws LLP
1700 Enbridge Centre 10175-101 Street NW
Edmonton, AB T5J 0H3
- o **Transit ID:** 004-82389
Account No.: 5328963
Swift Code: TDOMCATTOR
- o **Intermediary Bank (For Wires in USD initiated from outside of Canada)**
Bank of America
222 Broadway New York
NY, 10038
ABA: 026009593 or SWIFT: BOFAUS3N

Please email payment advice to DirectDeposit@parlee.com, reference invoice(s) or file number.

Appendix N

A copy of the Confirmation of receipt of the Notice to Media

Isobel Smith

From: CommunicationsOfficer QB <CommunicationsOfficer.QB@albertacourts.ca>
Sent: February 7, 2024 3:36 PM
To: Steven A. Rohatyn
Subject: Fw: Notice to Media - Application to Restrict Access

CAUTION: This email originated from outside of Parlee McLaws LLP. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

From: Court of King's Bench of Alberta <RestrictedAccessApplications.QB@albertacourts.ca>
Sent: Wednesday, February 7, 2024 3:34 PM
To: CommunicationsOfficer QB <CommunicationsOfficer.QB@albertacourts.ca>
Subject: Notice to Media - Application to Restrict Access

Notice:

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

Details of hearing:

Details of hearing

Court File Number 2303 12261
Plaintiff KV Capital Inc.
Name(s) of
Accused(s),
Defendant(s), Jasper Summerlea Shopping Center Ltd.
Respondent(s)
Court Location Edmonton
Court Date and Time March 22 2024 at 10:00 a.m.

Details of Application

Applicant Type Other
Applicant's Name MNP Ltd.
Applicant's Lawyer Steven A. Rohatyn (Parlee McLaws LLP)
Email Address 780-423-8177

Details of restriction
applied for

The Applicant was appointed Receiver and Manager of all property of the Defendant pursuant to an Order pronounced in this Action in August, 2023 (the "Receivership Order"). The Applicant applies for an Order approving the sale of property subject to its administration under the Receivership Order. The evidence it intends to rely upon in support of the application will include unfiled confidential appendices to a Report of the Receiver. Being, in the Receiver's view, sensitive and confidential information of a commercial nature, the release of the same may be prejudicial to the Receiver's efforts to further market the property, should that be necessary. Accordingly, the Receiver seeks that the appendices be sealed pursuant to the Rules of Court, and the application judge's common law powers.

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

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