



COURT FILE NUMBER 2301-03023  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF (APPLICANT) OTERA CAPITAL INC.  
DEFENDANT (RESPONDENT) PLAZA 1000 LTD.

NB  
C101201

DOCUMENT **APPLICATION (Sale Approval and Vesting Order, Interim Approval of Receiver's Activities, and Sealing Order)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Burnet, Duckworth & Palmer LLP**  
2400, 525 – 8 Avenue SW  
Calgary, Alberta T2P 1G1  
Attention: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0210 / 0126  
Fax Number: (403) 260-0332  
Email Address: dlegeyt@bdplaw.com  
ralgar@bdplaw.com  
File No. 50164-14

**NOTICE TO RESPONDENT(S): SEE SERVICE LIST**

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

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

DATE: October 23, 2023  
TIME: 3:00 PM  
WHERE: Calgary Courts Centre, via WebEx  
BEFORE WHOM: The Honourable Justice C.J. Feasby

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

**Remedy claimed or sought:**

1. MNP Ltd. ("**MNP**") in its capacity as receiver of Plaza 1000 Ltd. (the "**Debtor**"), seeks the following Orders, granting, among other things:
  - (a) if necessary, an Order abridging the time for service of the within Application and deeming service to be good and sufficient;
  - (b) a Sale Approval and Vesting Order, substantially in the form attached hereto as **Schedule "A"** (a "**SAVO**"), among other things:
    - (i) approving the offer to purchase and agreement dated on or about October 13, 2023 between Astra Real Estate Corp. or its nominee as purchaser (the "**Purchaser**") and the Receiver as vendor (the "**Sale Agreement**") as further described in the First Report of the Receiver dated October 16, 2023 (the "**First Report**"); and
    - (ii) vesting title in and to the Property as described in the Sale Agreement free and clear of all encumbrances, upon the delivery and filing of the Receiver's Certificate as contemplated in the proposed form of SAVO;
  - (c) an Order, substantially in the form attached as **Schedule "B"**, among other things:
    - (i) sealing the Confidential Supplement (the "**Confidential Supplement**") to the First Report of the Receiver dated October 16, 2023 (the "**First Report**"); and
    - (ii) approving the Receiver's actions and those of its legal counsel to date, as set out in the First Report; and
    - (iii) approving the professional fees, receipts and disbursements of the Receiver, and those of the Receiver's legal counsel, as set out in the First Report; and
  - (d) such further and other relief, advice and directions as counsel may advise and this Honourable Court may deem just and appropriate.

**Grounds for making this application:**

The grounds for making this application are set out more fully in the First Report, but can be summarized as follows:

**Background**

3. Capitalized terms not otherwise defined in this Application have the meaning set forth in the First Report.
4. Pursuant to an Order of the Honourable Justice B. Johnston granted on March 17, 2023 (the "**Receivership Order**"), the Receiver was 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 (the "**Property**").
5. The Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of the Debtor and to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, and to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business.

**Sale Approval and Vesting Order**

6. The Receiver believes it is appropriate for the Court to approve the Sale Agreement and to order the vesting of the Property in the Purchaser.

**Sealing Order**

7. The Receiver is concerned that if the confidential information respecting the Property and the Purchase Price are disclosed to third parties prior to the closing of the Sale Agreement, the disclosure could materially jeopardize the sale or, if the sale does not close, could materially jeopardize any subsequent sales process or the value that the Receiver could obtain from the sale of the Assets in a subsequent process.
8. As such, the Receiver is respectfully of the view that it is appropriate that this Honourable Court grant the Receiver's request for a sealing of the Confidential Supplement.

**Approval of Receiver's Activities**

9. As set forth and described in the First Report, the Receiver has duly marketed and arranged for a sale of the Debtor's Property in compliance with the Receivership Order and has otherwise managed the Debtor's Property and estate in good faith and with due diligence.
10. All of the actions in respect of the fees and disbursements incurred by the Receiver and its legal counsel during the course of the administration of the within proceedings are reasonable and have been validly incurred in connection with the conduct of the Receiver's obligations herein and as required by law and the Orders granted in these proceedings.
11. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

13. The First Report of the Receiver, to be filed.
14. The Confidential Supplement to the First Report of the Receiver.
15. The other pleadings and materials filed in this Action and such further and other material as counsel may advise and this Honourable Court may permit.

**Applicable Rules:**

16. Rules 1.3, 1.4, 6.3, and 13.5(2) of the *Rules of Court*
17. Such further and other rules as counsel may advise and this Honourable Court may permit.

**Applicable Acts and Regulations:**

18. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
19. *Judicature Act*, RSA c J-2.
20. Such further and other Acts and Regulations as counsel for the Receiver may advise or this Honourable Court may permit.

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

21. Not Applicable.

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

22. Via WebEx, before the Honourable Justice C.J. Feasby on the Commercial List.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the Applicant what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the Applicant a reasonable time before the application is to be heard or considered.

**SCHEDULE "A"**  
**SALE APPROVAL AND VESTING ORDER**

COURT FILE NUMBER 2301-03023  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF (APPLICANT) OTERA CAPITAL INC.  
DEFENDANT (RESPONDENT) PLAZA 1000 LTD.



DOCUMENT **APPROVAL AND VESTING ORDER (Sale by Receiver)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Burnet, Duckworth & Palmer LLP**  
2400, 525 – 8 Avenue SW  
Calgary, Alberta T2P 1G1  
Attention: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0210 / 0126  
Fax Number: (403) 260-0332  
Email Address: dlegeyt@bdplaw.com ralgar@bdplaw.com  
File No. 50164-14

**DATE ON WHICH ORDER WAS PRONOUNCED:** **October 23, 2023**  
**LOCATION WHERE ORDER WAS PRONOUNCED:** **Calgary**  
**NAME OF JUSTICE WHO MADE THIS ORDER:** **C.J. Feasby**

**UPON THE APPLICATION** by MNP Ltd. in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertakings, property and assets of Plaza 1000 Ltd. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an offer to purchase and agreement (the “**Sale Agreement**”) between the Receiver and Astra Real Estate Corp. or its nominee (the “**Purchaser**”) dated October 13, 2023 and appended to the Confidential Supplement to the First Report of the Receiver dated October 16, 2023 (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

**AND UPON HAVING READ** the Receivership Order dated March 17, 2023 (the “**Receivership Order**”), the Report and the Affidavit of Service; **AND UPON HEARING** the submissions of counsel for the Receiver, the Purchaser and other parties present, no one

appearing for any other person on the service list, although properly served as appears from the Affidavit of Service;

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

**SERVICE**

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

**APPROVAL OF TRANSACTION**

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

**VESTING OF PROPERTY**

3. Upon delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets listed in **Schedule "B"** hereto shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
  - (a) any encumbrances or charges created by the Receivership Order;



- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**"))

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

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
  - (i) cancel existing Certificates of Title No. 161 198 193 and 161 198 193+1 for those lands and premises municipally described as 1000 - 7 Avenue SW, Calgary, AB T2P 5L5, and legally described as:

PLAN A1  
 BLOCK 36  
 THAT PORTION OF LOT 21 WHICH LIES TO THE NORTH OF  
 THE SOUTH 7 FEET AND TO THE WEST OF THE EAST 7 FEET  
 OF THE SAID LOT 21, AND THOSE PORTIONS OF LOTS 22, 23

AND 24, WHICH LIE TO THE NORTH OF THE SOUTH 7 FEET  
 OF THE SAID LOTS 22, 23 AND 24  
 EXCEPTING THEREOUT: (AS TO SURFACE)  
 PORTION FOR ROAD ON PLAN 8711639 OUT OF LOTS 21  
 AND 22

– and –

PLAN A1  
 BLOCK 36  
 LOTS 25 TO 32 INCLUSIVE

(collectively, the “**Lands**”)

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, [●];
- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule “D”**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “D”**; and
- (iv) discharge and expunge the Encumbrances listed in **Schedule “C”** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased

Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.

7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
9. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of

the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser,

10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
11. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
12. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

#### **MISCELLANEOUS MATTERS**

13. Notwithstanding:
  - (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of the Debtor; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
16. Service of this Order shall be deemed good and sufficient by:
  - (a) Serving the same on:
    - (i) the persons listed on the service list created in these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;
    - (iv) the Purchaser or the Purchaser's solicitors; and
  - (b) Posting a copy of this Order on the Receiver's website at:  
[mnpdebt.ca/en/corporate/corporate-engagements/plaza-1000-ltd](http://mnpdebt.ca/en/corporate/corporate-engagements/plaza-1000-ltd)and service on any other person is hereby dispensed with.
17. 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.

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

Clerk's Stamp:

COURT FILE NUMBER	2301-03023
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF (APPLICANT)	OTERA CAPITAL INC.
DEFENDANT (RESPONDENT)	PLAZA 1000 LTD.
DOCUMENT	<b>Receiver's Certificate</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<p><b>Burnet, Duckworth &amp; Palmer LLP</b> 2400, 525 – 8 Avenue SW Calgary, Alberta T2P 1G1 Attention: David LeGeyt / Ryan Algar Phone Number: (403) 260-0210 / 0126 Fax Number: (403) 260-0332 Email Address: dlegeyt@bdplaw.com ralgar@bdplaw.com File No. 50164-14</p>

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice B. Johnston of the Court of King's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated March 17, 2023, was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Plaza 1000 Ltd. (the "**Debtor**").
- B. Pursuant to an Order of the Court dated October 23, 2023, the Court approved the offer to purchase and agreement made as of **[Date of Agreement]** (the "**Sale Agreement**") between the Receiver and Astra Real Estate Corp. or its nominee (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i)

the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**MNP LTD., in its capacity as  
Receiver of the undertakings,  
property and assets of PLAZA  
1000 LTD., and not in its personal  
capacity.**

**Per;**\_\_\_\_\_

**Name: Victor P. Kroeger  
Title: Senior Vice President**

**Schedule "B"**  
**Purchased Assets**

All of the Debtor's right, title, estate and interest in and to:

- (a) the Lands;
- (b) all buildings, erections, structures, systems, fixtures and other improvements to and located on the Lands owned by the Debtor (the "**Improvements**"); and
- (c) all goods, appliances, machinery, equipment and chattels owned by the Debtor and located on the Lands which are used in connection with the operation or management of the Lands and Improvements (the "**Collateral Property**").



**Schedule "C"  
Claims**

Registration No.	Date	Particulars
161 198 204	23/08/2016	MORTGAGE MORTGAGEE - OTERA CAPITAL INC. OTERA CAPITAL INC 413 RUE ST-JACQUES-BUREAU/SUITE 700 MONTREAL QUEBEC H2Y1N9  ORIGINAL PRINCIPAL AMOUNT: \$21,575,000
161 198 205	23/08/2016	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – OTERA CAPITAL INC. C/O BROWNLEE LLP #2200, 10155 -102 STREET EDMONTON AB T5J 4G8
161 198 206	23/08/2016	MORTGAGE MORTGAGEE - 255848 ALBERTA LTD. C/O COPEZ PROPERTIES LTD SUITE 130, 707 - 10 AVENUE SW CALGARY ALBERTA T2R0B3  ORIGINAL PRINCIPAL AMOUNT: \$2,650,000
161 198 207	23/08/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 255848 ALBERTA LTD. C/O COPEZ PROPERTIES LTD 130, 707 - 10 AVENUE SW CALGARY ALBERTA T2R0B3  AGENT - MICHAEL DYCK
221 230 369	21/10/2022	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA REAL PROPERTY SERVICES 10 FLR CANADA PL 9700 JASPER AVE EDMONTON ALBERTA T5J4C3

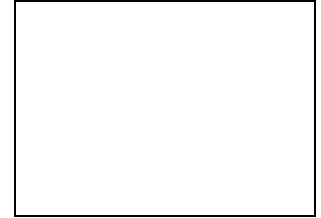
**Schedule "D"**  
**Permitted Encumbrances**

1. Any registrations or encumbrances such as easements, utility rights of way, restrictive covenants and other similar such registrations or encumbrances and any registrations or encumbrances that are normally or customarily found registered against lands similar in nature to the Lands;
2. Any registrations or encumbrances pursuant to the Leases;
3. Any registrations or encumbrances by or on behalf of the Purchaser;
4. Those implied by law; and
5. The following specific encumbrances:

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
821 059 362	06/04/1982	CAVEAT CAVEATOR - THE CITY OF CALGARY.
951 267 030	22/11/1995	CAVEAT RE : ASSUMPTION AGREEMENT CAVEATOR - THE CITY OF CALGARY

**SCHEDULE "B"**  
**SEE ATTACHED**

COURT FILE NUMBER 2301-03023  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF OTERA CAPITAL INC.  
(APPLICANT)  
DEFENDANT PLAZA 1000 LTD.  
(RESPONDENT)



DOCUMENT **RESTRICTED COURT ACCESS ORDER AND APPROVAL OF RECEIVER'S ACTIVITIES AND FEES AND DISBURSEMENTS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Burnet, Duckworth & Palmer LLP**  
2400, 525 8 Ave SW  
Calgary, Alberta T2P 1G1  
Lawyer: David LeGeyt / Ryan Algar  
Phone Number: (403) 260-0210 / 0126  
Fax Number: (403) 260-0332  
Email Address: dlegeyt@bdplaw.com / ralgar@bdplaw.com  
File No.: 50164-14

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DATE ON WHICH ORDER WAS PRONOUNCED: October 23, 2023  
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice C.J. Feasby  
LOCATION OF HEARING: Calgary Court Centre

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**UPON THE APPLICATION** of MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the assets, undertakings properties of Plaza 1000 Ltd. (the "**Debtor**") for, among other things, the sealing of the Confidential Supplement on the Court file, approval of the Receiver's fees and disbursements, and approval of the Receiver's activities; **AND UPON** hearing read the First Report of the Receiver dated October 16, 2023 (the "**First Report**") and the Confidential Supplement to the First Report (the "**Confidential Supplement**") **AND UPON** hearing counsel for the Receiver and counsel for other parties present; **AND UPON** being satisfied that it is appropriate to do so, **IT IS ORDERED THAT:**

## **Service**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Capitalized terms not otherwise defined herein shall have the meaning set forth in the First Report.

## **Restricted Court Access**

3. The Confidential Supplement shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*.
4. The Confidential Supplement shall be sealed until (i) the Receiver has filed a Receiver's Certificate with the Court in the within Action confirming the closing of the transaction contemplated by the Sale Agreement or (ii) ninety (90) days from the discharge of the Receiver, whichever shall occur first.
5. The Clerk of this Honourable Court shall file the Confidential Supplement in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED BY  
MNP LTD., IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER  
AND MANAGER OF PLAZA 1000 LTD. THE CONFIDENTIAL  
MATERIALS ARE SEALED PURSUANT TO THE SEALING ORDER  
ISSUED BY JUSTICE C.J. CEASBY ON OCTOBER 23, 2023

## **Approval of Accounts & Activities**

6. The Receiver's accounts for fees and disbursements, as set out in the First Report are hereby approved without the necessity of a formal passing of its accounts.
7. The accounts of the Receiver's legal counsel, Burnet, Duckworth & Palmer LLP, for its fees and disbursements, as set out in the First Report are hereby approved without the necessity of a formal assessment of its accounts.
8. The Receiver's activities as set out in the First Report, and the Statements of Receipts and Disbursements as set out in the First Report, are hereby ratified and approved.

**Service**

9. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by Facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
10. Service of this Order on any party not attending this application is hereby dispensed with.

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Justice of the Court of King's Bench of Alberta