

I hereby certify this to be a true copy of

the original over

dated this 09 day of May 2017

[Signature]
Clerk of the Court



Clerk's Stamp

COURT FILE NUMBER

1601-08655

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

STERLING BRIDGE MORTGAGE CORP.

DEFENDANTS

HERITAGE PLAZA DEVELOPMENTS INC., and
ALI GHANI

DOCUMENT

ORDER FOR FORECLOSURE

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Dentons Canada LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8

Attention: David Mann/Afshan Naveed

Ph. (403) 268-7097/7015 Fx. (403) 268-3100
File No.: 177191-298

DATE ON WHICH ORDER WAS PRONOUNCED:	May 8, 2017
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF MASTER WHO MADE THIS ORDER:	J.L. Mason

UPON the Application of the Plaintiff; **AND UPON** reading the First and Final Report of Deloitte Restructuring Inc. the Receiver and Manager (the "**Receiver**"), dated April 24, 2017, filed (the "**Receiver's Report**") ; **AND UPON** reading the Final Affidavit of Default of Keith Prosser sworn April 24, 2017, filed; **AND UPON** reading the Affidavit of Service of Gail Wheatley sworn on April 27, 2017 (the "**Service Affidavit**"), filed, **AND UPON** hearing counsel for the Plaintiff; **AND UPON** hearing from any other persons present at the Application;

AND UPON

no one appearing for the Defendant(s)

hearing from ^{J. P. Counsel} the Defendant(s) and three of four tenants;

hearing from counsel for the Defendant(s);

[Signature]

IT IS HEREBY ORDERED THAT:

1. Service of notice of this Application and supporting materials as described in the Affidavit of Service 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.
2. In this Order the mortgaged lands are the following:

PLAN 0710874
BLOCK 7
LOT 59
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.118 HECTARES (2.76 ACRES) MORE OR LESS

(the "Mortgaged Lands"),
3. The Receiver's accounts for fees and disbursements, as set out in the Receiver's Report are hereby approved without the necessity of a formal passing of its accounts.
4. The Receiver's activities as set out in the Receiver's Report and the Statement of Receipts and Disbursements as attached to the Receiver's Report, are hereby ratified and approved.
5. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
6. The Receiver is authorized and directed to make distributions pursuant to the Statement of Receipts and Disbursements as attached to the Receiver's Report.
7. The Receiver is hereby authorized to forward any future refunds or other residual cash receipts to the Plaintiff.
8. No action or other proceedings shall be commenced against the Receiver in any way arising from or related to its capacity or conduct as Receiver, except with prior leave of this Court on Notice to the Receiver, and upon such terms as this Court may direct.
9. Upon the Receiver filing with the Clerk of the Court a sworn Affidavit of a licensed Trustee employed by the Receiver confirming that all matters set out in paragraphs 6 and 7 of this Order have been completed, then the Receiver shall be discharged as Receiver provided however, that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver.
10. The Defendants stand absolutely debarred and foreclosed of and from all its estate, right, title, interest and equity of redemption in the Mortgaged Lands.
11. The Mortgaged Lands be and the same are hereby vested in the Plaintiff, for all the estate, right, title, interest and equity of redemption of the Defendants therein and thereto.
12. Any interest in the Mortgaged Lands of the Defendants or anyone claiming through the Defendants or any other subordinate encumbrancer is hereby extinguished.

13. The Registrar of Land Titles shall cancel the existing certificate of title to the Mortgaged Lands and issue a new certificate of title in the name of the Plaintiffs:

**STERLING BRIDGE MORTGAGE CORP.
Suite 206, 400 Crowfoot Crescent NW
Calgary, Alberta T3G 5H6**

(or such other transferee as directed by the Plaintiff's counsel in correspondence sent to the Registrar of Land Titles at the time this order is submitted for registration) free and clear from the Plaintiff's Mortgage and all subsequent encumbrances, but subject to:


	REGISTRATION NO	DATE	PARTICULARS
A)	071 088 126	22/02/2007	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF COCHRANE. GRANTEE - FORTISALBERTA INC. GRANTEE - SHAW CABLESYSTEMS LIMITED. GRANTEE - TELUS COMMUNICATIONS INC. GRANTEE - ATCO GAS AND PIPELINES LTD. GRANTEE - 1073112 ALBERTA LTD. AS TO PORTION OR PLAN:0710875
B)	071 088 128	22/02/2007	AGREEMENT RE: EASEMENT AND RESTRICTIVE COVENANT
C)	071 088 129	22/02/2007	CAVEAT RE : SEE CAVEAT CAVEATOR - THE TOWN OF COCHRANE
D)	071 572 949	23/11/2007	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0715741

14. If the Mortgaged Lands are or become vacant then the Plaintiff is entitled to immediate possession.
15. If the Mortgaged Lands are not vacant then the Defendants, any tenants and any other occupants, shall deliver up to the Plaintiff vacant possession of the Mortgaged Lands thirty days after service of this Order upon them.
16. Service of this Order may be made on any tenants, not represented by counsel at the Application, and any other occupants of the Mortgaged Lands by:
- (a) posting same on the main entrance door to the Mortgaged Lands, if any; and
 - (b) email addressed to the relevant email address noted below, or by posting same on the front door of the relevant unit number noted below:

Tenant	O/A	Unit #	Address	Contact Name / Email
Ace Liquor Corporation	Ace Liquor Corporation	2103 & 2104	100 Horse Creek Road, Cochrane, AB T4C0E3	Taranvir Vander, Manager: tvander@aceliqor.ca

Harmony Daycare Centre Ltd.	Harmony Day Care Centre	2201	100 Horse Creek Road, Cochrane, AB T4C0E3	Jiyoung Erin Park Mincheol Eric Kwon, Owners epark@harmonychildcare.ca
1622959 Alberta Ltd.	Anytime Fitness	2202	100 Horse Creek Road, Cochrane, AB T4C0E3	Jane Sandilands, Manger Rob Sanderson, Owner cochrane@anytimefitness.com
1243599 Alberta Ltd.	Freshii	2106	100 Horse Creek Road, Cochrane, AB T4C0E3	Ali Ghani, owner mountainridge@freshii.com

17. A Civil Enforcement Agency has authority, thirty days after service of this Order has been effected, to evict any tenant or other occupant of the Mortgaged Lands.
18. The Registrar of Land Titles shall comply with this order forthwith notwithstanding Section 191(1) of the *Land Titles Act*.
19. Service of this Order on all subsequent encumbrancers and interested parties may be effected by delivering a copy of this Order by the method enumerated in the service list attached to the Service Affidavit or at the address for service listed in the Certificate of Title to the Mortgaged Lands or upon counsel present at the Application.


MASTER IN CHAMBERS