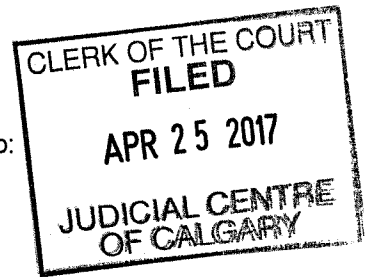


Form 27
[Rules 9.33 and 9.35]

Clerk's Stamp:



COURT FILE NUMBER 1601-08655
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF **STERLING BRIDGE MORTGAGE CORP.**
DEFENDANT **HERITAGE PLAZA DEVELOPMENTS INC., and
ALI GHANI**
DOCUMENT **APPLICATION BY THE PLAINTIFF**
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

NOTICE TO RESPONDENT(S): SEE ATTACHED 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	May 4 ³ , 2017
Time	10:00 a.m.
Where	Calgary Courts Centre 601 – 5th Street S.W. Calgary, Alberta T2P 5P7
Before Whom	The presiding Master in Chambers

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

Remedy claimed or sought:

1. Terms not otherwise defined herein shall have the meaning ascribed to them in the Final Affidavit of Default of Keith Prosser, sworn on April 24, 2017.
2. An Order for Foreclosure in substantially the form attached hereto as Schedule "A" for the following relief:
 - (a) discharging Deloitte Restructuring Inc. as the Receiver and Manager (the "Receiver");
 - (b) approving the Receiver's Statement of Receipts and Disbursements;
 - (c) authorizing the Receiver to forward any future refunds or other residual cash receipts to Sterling;
 - (d) approving the activities of the Receiver as described in the Receiver's Report;
 - (e) approving the professional fees and disbursements of the Receiver as described in the Receiver's Report;
 - (f) extinguishing the Defendant's right, title, interest and equity of redemption in the Mortgaged lands;
 - (g) directing the Registrar of the Alberta Land Registration District to cancel the existing title covering the Mortgaged Lands and to issue a new Certificate of Title in the name of the Plaintiff, or its nominee, without the necessity of a Certificate of No Appeal notwithstanding the requirements of Section 191(1) of the *Land Titles Act*.
 - (h) directing that possession of the Mortgaged Lands be delivered up to the Plaintiff immediately, or within such time as the Court may direct and failing possession being delivered up as aforesaid, a Writ of Possession shall issue without further Order of this Court;
 - (i) extinguishing any and all interest of the Defendants or anyone claiming through the Defendants in the Mortgaged Lands;
 - (j) directing that service of the Order granted may be effected upon the Defendants by email addressed to a.ghani@theprismgroup.ca;
 - (k) directing that service of the Order granted may be effected upon any tenants of the Mortgaged Lands by posting a copy of same to the front door of the specific unit or by email; and
 - (l) abridging the time necessary for serving this Application or supporting Affidavits;
3. Such further and other relief as to this Honourable Court may deem just.

Grounds for making this application:

4. The Defendants have defaulted under the terms of the Mortgage and there is no prospect for redemption.
5. There is little or no equity in the Mortgaged Lands.

6. The property was offered for Judicial Sale for a period of 90 days and no formal offers were received.
7. The reasons contained in report of the Receiver and Manager dated April 24, 2017.
8. Such other and further grounds as Counsel for the Plaintiff may advise.

Material or evidence to be relied on:

9. The pleadings had and taken in this Action.
10. The Final Affidavit of Default of Keith Prosser, sworn April 24, 2017, filed.
11. The First and Last Report of the Receiver, dated April 24, 2017, filed
12. The Affidavit of Value and Valuator's Report, filed.
13. Such further other material as Counsel may advise and this Honourable Court may permit.

Applicable Rules:

14. Rules 9.33 and 9.35 of the *Alberta Rules of Court*.

Applicable Acts and Regulations:

15. The *Land Titles Act*, RSA 2000, c. L.
16. The *Law of Property Act*, RSA 2000, c. L-7.
17. *Judicature Act*, RSA 2000, c J-2.

Any irregularity complained of or objection relied on:

18. None

How the Application is proposed to be heard or considered:

19. It is proposed that this application be heard before the presiding Master in Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) 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 time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

STERLING BRIDGE MORTGAGE CORP.
v.
HERITAGE PLAZA DEVELOPMENTS INC. and ALI GHANI

Action No. 1601-08655
File: 177191-298

SERVICE LIST

(updated April 24, 2017)

<i>Service Recipient</i>	<i>Method of Service</i>	<i>Recipient Status</i>
Dentons Canada LLP 850-2 nd Street SW Calgary, AB T2P 0R8 Attention: David Mann Email: david.mann@dentons.com Attention: Afshan Naveed Email: afshan.naveed@dentons.com	 Email Email	 Counsel for the Plaintiff
Deloitte Restructuring Inc. 700 - 850 2 Street S.W. Calgary, AB T2P 0R8 Attn: Robert J. Taylor Email: bobtaylor@deloitte.ca	 Email	 Receiver
Heritage Plaza Developments Inc. 228, 1935 – 32 Avenue N.E. Calgary, AB T2E 7C8 Attention : Mr. Ali Ghani Email : a.ghani@theprismgroup.ca	 Email and Courier	 Defendant
Mr. Ali Ghani 228, 1935 – 32 Avenue N.E. Calgary, AB T2E 7C8 Email : a.ghani@theprismgroup.ca	 Email and Courier	 Defendant
Primetime Electric Limited c/o Ritzen Olivieri LLP 302 – 7 St. Anne Street St. Albert, AB T8N 2X4 Attn: Mark Olivieri Email: marko@rolaw.ca	 Email	 Lienor

<p>715942 Alberta Ltd. c/o Ritzen Olivieri LLP 302 – 7 St. Anne Street St. Albert, AB T8N 2X4</p> <p>Attn: Mark Olivieri Email: marko@rolaw.ca</p>	<p>Email</p>	<p>Lienor</p>
<p>Harbouredge Commercial Finance Corporation 300, 40 Huron Street Collingwood, ON L9Y 4R3</p> <p>Attention: Laurie Monaghan or Kevin Bowman Email: lmonaghan@harbouredgeleasing.com Email: kbowman@harbouredgeleasing.com</p>	<p>Email and Courier</p>	<p>Lienor</p>
<p>Ace Liquor Corporation 250, 2635 – 37 Avenue N.E. Calgary, AB T1Y 5Z6</p> <p>and</p> <p>Unit 2103 & 2104, 100 Horse Creek Road Cochrane, AB T4C 0E3</p>	<p>Courier</p> <p>Process Service</p>	<p>Tenant</p> <p>Taranvir Vander, Manager tvander@aceliqor.ca</p>
<p>Harmony Daycare Centre Ltd. 4127, 1540 Sherwood Blvd. N.W. Calgary, AB T3R 0K5</p> <p>and</p> <p>Unit 2201, 100 Horse Creek Road Cochrane, AB T4C 0E3</p>	<p>Courier</p> <p>Process Service</p>	<p>Tenant</p> <p>Jiyoung Erin Park And Micheol Eric Kwon, Owners epark@harmonychildcare.ca</p>
<p>1622959 Alberta Ltd., o/a Anytime Fitness 228, 1935 – 32 Avenue N.E. Calgary, AB T2E 7C8</p> <p>and</p> <p>Unit 2202, 100 Horse Creek Road Cochrane, AB T4C 0E3</p>	<p>Courier</p> <p>Process Service</p>	<p>Tenant</p> <p>Jan Sandilands, Manager Rob Sanderson, Owner cochrane@anytimefitness.com</p>

DRAFT

Clerk's Stamp:

COURT FILE NUMBER	1601-08655
COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY
PLAINTIFF	STERLING BRIDGE MORTGAGE CORP.
DEFENDANT	HERITAGE PLAZA DEVELOPMENTS INC., and ALI GHANI
DOCUMENT	<u>ORDER FOR FORECLOSURE</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd 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:	
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF MASTER / JUSTICE WHO MADE THIS ORDER:	

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 _____ sworn on April ____, 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 the Defendant(s)
- ___ hearing from counsel for the Defendant(s);

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 Plaintiff's:

**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 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 and all subsequent documents in this action may be served upon the Defendants, Heritage Plaza Developments Inc. and Ali Ghani by email addressed to a.ghani@theprismgroup.ca.
20. 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.

MASTER IN CHAMBERS