



No. S-248100  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.  
C-36, AS AMENDED

BETWEEN

ROYAL BANK OF CANADA

PETITIONER

AND

SPERLING GP LTD., SPERLING LIMITED PARTNERSHIP, 1112849 B.C. LTD.

RESPONDENTS

**NOTICE OF APPLICATION**

**Name of applicant:** Deloitte Restructuring Inc., in its capacity as the court appointed Monitor of the Petitioners, and not in its personal capacity (the "**Monitor**")

To: The Service List

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 800 Smithe Street, Vancouver, BC, V6Z 2E1 on July 3, 2025, at 9:45 a.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 30 Minutes.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge.

**Part 1: ORDER(S) SOUGHT**

1. An Order substantially in the form attached as **Schedule "A"** hereto (the "**Draft Order**"), including, among other things, the following relief:

1. An Order substantially in the form attached as **Schedule “A”** hereto (the “**Draft Order**”), including, among other things, the following relief:
  - (a) abridging time for service of this Notice of Application;
  - (b) approving the Monitor’s activities in these CCAA proceedings;
  - (c) approving the fees and disbursements of the Monitor and the Monitor’s counsel, including a fee accrual for estimated fees anticipated to be incurred by the Monitor and Monitor’s counsel;
  - (d) discharging the Court-ordered charges relating to the within CCAA proceedings;
  - (e) discharging the Monitor from its duties;
  - (f) releasing the Monitor and the Monitor’s counsel from any and all claims that any person may have or be entitled to assert against them; and
  - (g) terminating these CCAA proceedings.
2. Such other relief as this Honourable Court may deem just.

## **Part 2: FACTUAL BASIS**

### **Background**

1. The Respondents are special purpose entities created to acquire, own, and develop a mixed-use development (the “**Project**”) on a certain 19-acre industrial property adjacent to Sperling-Burnaby Lake SkyTrain station in Burnaby, British Columbia, with a civic address of 6800 Lougheed Highway, Burnaby BC V5A 1W2, legally described as: PID #: 007-772-751, Lot 1, Except: Firstly, Part in LMP44883; Secondly, Part in Plan BCP314; Thirdly, Part in Plan BCP1828; Fourthly, Part in Plan BCP22451 District Lot 78 Group 1 New Westminster District Plan 74615 (the “**Real Property**”).
2. The Petitioner, Royal Bank of Canada, is a financial institution and a creditor to the Respondents as agent on behalf of a syndicate of bank lenders including Toronto Dominion Bank, Bank of Montreal and the Bank of Nova Scotia (collectively, the “**Lenders**”), which syndicate has provided senior secured credit facilities in the amount of approximately \$210 million (collectively, the “**Loan Facilities**”) in support of the Project.

3. 1112849 B.C. Ltd. (the “**Nominee**”) is the legal owner of the Real Property.
4. Sperling Limited Partnership (“**Sperling LP**”) is the beneficial owner of the Real Property.
5. Sperling GP Ltd. (“**Sperling GP**”) is Sperling LP’s sole general partner.
6. Create Burnaby Investment Ltd. (“**Create**”) and Peterson Development One GP Inc. (“**Peterson**”) are the limited partners of Sperling LP.
7. At the commencement of these CCAA proceedings, Peterson held 51 percent of the issued units in Sperling LP and Create held the remaining 49 percent.
8. The development of the Project was governed by a Development Management Agreement dated August 15, 2019 (the “**DPA**”), between Sperling LP, Peterson, and Create. In accordance with the terms of the DPA, Sperling LP appointed Peterson and Create to jointly develop the Project.
9. Certain disputes between Peterson and Create relating to the inter-partner financing of Sperling LP arose within the year preceding these proceedings, resulting in a default under the terms of the Loan Facilities and making these CCAA proceedings necessary.
10. On November 28, 2024, the Petitioner obtained an order in these proceedings (the “**Initial Order**”) granting it various relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), including:
  - (a) a stay of proceedings (the “**Stay**”);
  - (b) authorizing the Respondents to borrow \$1,500,000 under a debtor-in-possession financing facility made available by Peterson Investment Group Inc.;
  - (c) granting an administration charge (the “**Administration Charge**”) and an interim lender’s charge (the “**DIP Lenders Charge**”); and,
  - (d) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as the Monitor in these proceedings.
11. On December 5, 2024, the Petitioner obtained an Amended and Restated Initial Order (the “**ARIO**”) granting it various relief under the CCAA including:
  - (a) approval of an increase to the credit facility up to \$10,400,000;

- (b) increasing the Administration Charge from \$200,000 to \$500,000;
  - (c) extending the Stay from December 4, 2024, to May 30, 2025; and
  - (d) enhancing the Monitor's supervisory powers in respect of the Respondents and the Project.
12. Following the granting of the ARIQ, the Monitor began developing a proposed sale and investment solicitation process (the "**SISP**") and discussed with Peterson Investment Holdings Inc. the terms of a potential stalking horse bid.
  13. Sometime after the commencement of these proceedings, Peterson and Create began commercial discussions that ultimately culminated in a transaction under which Peterson would acquire Create's share in the Project.
  14. On December 12, 2024, Peterson and Create entered into a share and unit purchase agreement (the "**SPA**") whereby Peterson would acquire Create's minority interest in Sperling LP. This transaction provided a framework to resolve the dispute and deadlock between Peterson and Create that had necessitated these CCAA proceedings, and paved a path to resume Project development that was supported by the Lenders.
  15. On December 17, 2024, the Petitioner filed a requisition to adjourn by consent the hearing of the Notice of Application to seek a SISP Order, scheduled for December 20, 2024, so that Peterson and Create could focus on closing the transactions contemplated in the SPA (the "**Create Transaction**") while keeping the Petitioner and the Monitor apprised of their progress.
  16. In parallel with these efforts, discussions took place among the Petitioner, on behalf of the Lenders, and Sperling LP, seeking to refinance the Loan Facilities to support the ongoing Project development initiatives.
  17. Following discussions with the Lenders, the Monitor ceased SISP preparation activities.
  18. The Create Transaction closed on or about February 6, 2025, the result being that affiliates of the Peterson Group acquired 100 percent control of the Sperling LP and arranged new financing (the "**Credit Agreement**"), under which the Lenders agreed to advance a land loan facility with a two-year term in the amount of \$207 million which will pay out and replace the existing Loan Facilities (the "**Refinancing Transaction**"). The Credit

Agreement also provides for a \$19 million pre-development loan facility and a letter of credit facility in the amount of \$13 million.

19. The Refinancing Transaction has been substantially completed, but in accordance with the Credit Agreement, closing of the Refinancing Transaction and availability of the new credit facilities to the Respondents is conditional upon, *inter alia*, the termination of these CCAA proceedings and the discharge of the Administration Charge and DIP Lender's Charge.
20. Accordingly, it is now necessary and appropriate for the Monitor to request the termination of the CCAA sought herein so that Sperling LP can continue with the development of the Project in the normal course.

#### **Summary of the Monitor's Activities**

21. As described in the First Report of the Monitor, dated December 4, 2024, and the Second Report of the Monitor, dated June 26, 2025 (collectively, the "**Reports**"), the activities of the Monitor during the CCAA proceedings include, *inter alia*, the following:
  - (a) setting up a dedicated website and email for creditor communications and monitoring and responding to enquires related to the CCAA proceedings;
  - (b) completing initial statutory requirements;
  - (c) assisting with cash flow forecasting;
  - (d) overseeing the disbursements under DIP financing;
  - (e) engaging with key stakeholders, including Peterson Developments Inc. ("**Peterson Manager**") and Peterson Commercial Property Management Inc. to learn about development activities and the Project's income and expenses;
  - (f) making enquires of Peterson Manager to understand development activities required to advance the Project and its zoning status over the past six months;
  - (g) communicating with RBC, Peterson, and Create over the format and timing of the SISP, as well as Peterson's intention to submit a stalking horse bid as part of the SISP;

- (h) holding meetings with various stakeholders to discuss ongoing development of the Project, the financial status of the Project;
- (i) holding discussions with real estate brokerage firms to seek their opinions on considerations related to the format and timing of a SISP;
- (j) reviewing zoning, subdivision, and development cost matters with and from various stakeholders;
- (k) engaging Williams Management to obtain an independent opinion on the advantages, disadvantages, and potential value impact of subdividing the Real Property into smaller parcels through a master plan subdivision application;
- (l) together with DLA Piper (Canada) LLP (“**DLA**”), reviewing information related to incremental development cost charges and amenity cost charges that may be payable due to certain City of Burnaby and Metro Vancouver Regional District bylaws;
- (m) holding discussions with DLA on various Project matters, these CCAA proceedings, the proposed SISP, and the stalking horse bid; and
- (n) preparing the Reports;

#### **Fees and Disbursements of the Monitor**

- 22. In service of completing these proceedings, the Monitor also seeks to approve the fees of the Monitor and those of the Monitor’s counsel in these proceedings.
- 23. The Monitor’s Statement of Fees, Disbursements and Taxes from November 19, 2024, to June 6, 2025, are included as Appendix “A” of the Second Report. The Monitor’s Billings include \$85,296 in fees, \$2,971.93 in expenses, and \$4,413.40 in taxes, for total billings of \$92,681.33.

### **Fees and Disbursements of the Monitor's Counsel**

24. The invoices for fees, disbursements, and taxes of DLA for the period of September 4, 2024, to June 6, 2025, are summarized in the first affidavit of Arad Mojtahedi, affirmed June 23, 2025, and are included as Appendix "B" of the Second Report.
25. DLA's billings include \$90,677.50 in fees, \$315 in expenses, and \$10,896.81 in taxes, for total billings of \$101,889.31.
26. The Monitor and DLA estimate they will incur further fees and disbursements of up to a total of \$30,000 excluding taxes from June 6, 2025 till the completion of this matter, including for the preparation and presentation of the present Application.

### **CCAA Termination and Discharge**

27. The Draft Order contemplates that these proceedings will terminate upon its issuance by the Court. Upon termination, the Court granted charges will be cancelled, and the Monitor will be discharged and released, including with respect to the enhanced powers granted to the Monitor in the ARIO.

### **Part 3: LEGAL BASIS**

1. The Monitor relies on:
  - (a) the *Companies' Creditor Arrangement Act*, R.S.C., 1985, c. C-36, particularly sections 11 and 25.
  - (b) The inherent and equitable jurisdiction of this Court; and
  - (c) Such further and other legal bases and authorities as counsel may advise and this Court may permit.

### **Approval of the Monitor's Activities is Appropriate**

2. The Monitor has acted with good faith throughout these proceedings and has complied with the requirements of s. 25 of the CCAA, and the orders issued by this Court from time to time.

3. The Second Report outlines the specific activities undertaken by the Monitor for which the Court's approval is now sought.
4. Approval of the Monitor's activities is appropriate in these circumstances because such approval will, among other things:
  - (a) bring the Monitor's activities in issue before the court, allowing an opportunity for the concerns of the court or stakeholders to be addressed, and any problems to be rectified in a timely way;
  - (b) provide certainty and finality to processes in the CCAA proceedings and activities undertaken (e.g., asset sales), all parties having been given an opportunity to raise specific objections and concerns;
  - (c) enable the court, tasked with supervising the CCAA process, to satisfy itself that the Monitor's court-mandated activities have been conducted in a prudent and diligent manner; and
  - (d) provide protection for the Monitor, not otherwise provided by the CCAA.

*Target Canada Co. (Re)*, 2015 ONSC 7574, at paras. 12 and 23.

5. The approval sought of the Monitor's activities is not a general approval of its activities, but the approval of specific activities undertaken by the Monitor as detailed in the Reports.

#### **The Fees of the Monitor and its Counsel are Fair and Reasonable**

6. The Monitor's fees as set out in the Second Report are consistent with fees charged by similar firms in British Columbia that have the capacity and expertise to undertake a file of comparable size and complexity and work undertaken was delegated to the appropriate professionals in the Monitor's organisation based on seniority and hourly rates.
7. The Monitor has reviewed all accounts rendered by the Monitor's counsel in this period and confirms that all services described in the accounts of the Monitor's counsel were rendered to the Monitor's, and that the Monitor believes that all charges are fair reasonable and consistent with the market for such legal services in British Columbia.



8. On an application to approve a monitor's fees in a CCAA proceeding, the analysis is whether the fees are fair and reasonable in the circumstances. This requires ensuring the monitor is compensated fairly and that the integrity of the CCAA process is protected.

*Re Nortel Networks Corporation et al*, 2017 ONSC 673 ("**Nortel**") at para 13 citing *Winalta Inc., Re* (2011), 84 C.B.R. (5<sup>th</sup>) 157.

9. In *Nortel*, the Court referenced the following considerations applicable to a receiver's compensation:

- (a) The nature, extent and value of the assets;
- (b) The complications and difficulties encountered;
- (c) The degree of assistance provided by the debtor;
- (d) The time spent;
- (e) The receiver's knowledge, experience and skill;
- (f) The diligence and thoroughness displayed;
- (g) The responsibilities assumed;
- (h) The results of the receiver's efforts; and
- (i) The cost of comparable services when performed in a prudent and economical manner.

*Nortel* at para 14, citing *Diemer*.

10. With respect to the fees and disbursements of counsel, this Court has adopted the following factors:

- (a) The time expended;
- (b) The complexity of the proceedings;
- (c) The degree of responsibility assumed by the lawyers;
- (d) The amount of money involved, including reference to the debt, amount of proceeds after realization, payments to the creditors;
- (e) The degree and skill of the lawyers involved;
- (f) the results achieved;

- (g) the ability of the client to pay; and
- (h) the client's expectations as to the fee.

*Recorp* at para 33.

11. The Monitor submits that DLA's fees are fair and reasonable in the circumstances because:
- (a) The Monitor's and DLA's fees were properly incurred;
  - (b) The work completed by the Monitor and DLA was delegated to appropriate professionals in each firm, with the appropriate seniority and hourly rates;
  - (c) The Monitor's and DLA's fees in this matter are consistent with the market for similar firms with the capacity to handle a file of comparable size and complexity;
  - (d) DLA's invoices were provided to the Monitor when rendered, and all have been approved by the Monitor; and
  - (e) The services of the Monitor and DLA were performed in a prudent and economical manner.
12. The Monitor submits that the Monitor's fees and DLA's fees are fair and reasonable in the circumstances and the Court should approve the fees set out in the Brousson Affidavit and the Eighth Report.

### **Discharge of the Monitor is Appropriate**

13. The within CCAA proceedings commenced on November 28, 2024, and have resulted, *inter alia*, in a transaction among Sperling LP's limited partners, the result of which is the resumption of Project development activities with the Support of the Petitioner and other lending syndicate members. This has resulted in a going-concern outcome for the Sperling LP and the Project, which has preserved significant value for those parties with an economic interest in the Project, including in particular the Petitioner and lending syndicate, who represent the only creditors of the Respondent (secured or unsecured).
14. The Monitor proposes that this Honourable Court grant an order on notice to the Service List, that:
- (a) approve fees and disbursements of the Monitor and its counsel;

- (b) discharges certain of the court ordered charges;
- (c) terminates the within CCAA proceedings; and,
- (d) discharges and release the Monitor.

**Part 4: MATERIAL TO BE RELIED ON**

1. The Second Report of the Monitor dated June 26, 2025;
2. Affidavit #1 of Arad Mojtahedi, made June 23, 2025.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33;
- (b) file the original of every affidavit, and of every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding; and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed application response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

- (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

June 26, 2025

Dated



Signature of ☒ lawyer for filing party  
DLA Piper (Canada) LLP (Arad Mojtahedi)  
Lawyer for Deloitte Restructuring Inc., in its  
capacity as the court appointed Monitor of the  
Petitioners, and not in its personal capacity

**To be completed by the court only:**

Order made

☐ in the terms requested in paragraphs \_\_\_\_\_ of Part 1  
of this notice of application

☐ with the following variations and additional terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of ☐ Judge ☐ Associate

Judge

## APPENDIX

*The following information is provided for data collection purposes only and is of no legal effect.*

### THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ oral matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

**Schedule "A"**

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.  
C-36, AS AMENDED

BETWEEN

ROYAL BANK OF CANADA

PETITIONER

AND

SPERLING GP LTD., SPERLING LIMITED PARTNERSHIP, 1112849 B.C. LTD.

RESPONDENTS

**ORDER MADE AFTER APPLICATION**

BEFORE	)	)	
	)	)	
	)	)	THE HONOURABLE
	)	)	JUSTICE
	)	)	July 3, 2025

ON THE APPLICATION of the Deloitte Restructuring Inc. (the "**Monitor**"), coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on July 3, 2025 and on hearing Arad Mojtahedi, counsel for the Monitor, and those other counsel listed in **Schedule "A"** attached hereto; AND UPON READING the materials filed, including the Second Report of the Monitor dated June 26, 2025 (the "**Second Report**"), and the First Affidavit of Arad Mojtahedi, made June 23, 2025;

**AND UPON BEING ADVISED** that the secured creditors and others who are likely to be affected by the orders set out herein were given notice;

**AND PURSUANT TO** the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), the *British Columbia Supreme Court Civil Rules*, and the inherent jurisdiction of the Court;

THIS COURT ORDERS that:

### **SERVICE**

1. The time for service of the Notice of Application dated June 26, 2025, is, to the extent necessary, hereby abridged and validated such that the Notice of Application is properly returnable today without further service or notice.
2. Capitalized terms used in this order and not otherwise defined herein shall have the meaning given to them in the Amended and Restated Initial Order granted in these proceedings by the Honourable Justice Masuhara dated December 5, 2024 (the “**ARIO**”)

### **ACTIVITY AND FEE APPROVAL**

3. The activities of the Monitor as summarized in the Second Report are hereby approved.
4. The fees and disbursements of the Monitor from November 18, 2024, to June 6, 2025, as set out in the Second Report, are hereby approved.
5. The fees and disbursements of DLA Piper (Canada) LLP (“**DLA**”), in its capacity as counsel to the Monitor, from September 4, 2024, to June 6, 2025 and as set out in the Second Report, are hereby approved.
6. The fees and disbursements of the Monitor and DLA, estimated not to exceed \$30,000 in aggregate, for the completion of remaining activities in connection with these CCAA proceedings, are hereby approved. If the additional fees and disbursements of the Monitor and DLA exceed this amount, the Monitor shall seek approval of this Court for the amount in excess. For greater certainty, if the additional fees and disbursements incurred by the Monitor and DLA are less than the maximum approved herein, no further action is required by any party to effect the approval of such additional fees and disbursements.

### **DISCHARGE OF CERTAIN CHARGES**

7. All charges against the Property of the Debtors created in these proceedings, whether by the Initial Order granted in these proceedings by the Honourable Justice Masuhara dated November 28, 2024 (the “**Initial Order**”), the ARIO, or otherwise, including but not limited to the Administration Charge and the Interim Lender’s Charge (collectively, the “**CCAA Charges**”) are hereby terminated, released and discharged, and shall be of no further force or effect, without the need for any further act or formality.
8. The Monitor is hereby directed to serve a copy of this Order upon the Service List and post a copy on the Monitor's website.



## TERMINATION OF CCAA PROCEEDINGS

9. As of the date hereof (the “**CCAA Termination Time**”), the Debtors shall be released from all duties and restrictions placed on them by the Initial Order and the ARIO, including without limitation by paragraph 10 of the ARIO. For greater certainty, as of the CCAA Termination Time, the Monitor is released from and shall have no further rights, obligations or duties in respect of those matters set out in paragraphs 25, 26 and 27 of the ARIO.
10. Nothing in this Order impacts any action or steps taken by any individual, firm, partnership, corporation, governmental body or agency, or any other entity pursuant to any Orders made in these CCAA proceedings prior to the CCAA Termination Time.

## DISCHARGE OF MONITOR

11. Effective at the CCAA Termination Time, Deloitte Restructuring Inc. (“**Deloitte**”) shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations, liabilities, or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Deloitte shall have the authority to carry out, complete or address any matters in its role as Monitor as are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time as may be required.
12. Notwithstanding any provision of this Order except paragraph 7, or the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, any of the approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with any ancillary or incidental actions taken by the Monitor following the CCAA Termination Time with respect to the Respondents or these CCAA Proceedings. For greater certainty, notwithstanding this paragraph, the Administration Charge shall be discharged at the CCAA Termination time and the Monitor shall no longer have the benefit of it after such time.
13. No action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave of this Court on not less than 15 days' prior written notice to the Monitor.

## RELEASE

14. Deloitte (whether in its capacity as Monitor or otherwise) and DLA, and their respective affiliates and officers, directors, partners, employees, and agents (collectively, the “**Released Parties**”), be and are hereby released and discharged from any and all claims that any person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter

arising, based in whole or in part on any action or omission, transaction, dealing or other occurrence existing or taking place on or before the CCAA Termination Time in any way relating to, arising out of, or in respect of these CCAA Proceedings (the “**Released Claims**”), and any such Released Claims are hereby released, stayed, extinguished, and forever barred, with prejudice, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim arising out of gross negligence or willful misconduct on the part of the Released Parties.

## GENERAL

15. The Petitioner, the Respondents or the Monitor may apply to the Court as necessary to seek further orders and directions to give effect to this Order.
16. This 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 Petitioner, the Respondents, the Monitor, and their respective 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 Petitioner, to the Respondents and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Petitioner, the Respondents, the Monitor and their respective agents in carrying out the terms of this Order.
17. Endorsement of this Order by counsel appearing on this application other than the counsel for the Monitor is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

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Signature of ☒ lawyer for the Monitor  
DLA Piper (Canada) LLP (Arad Mojtahedi)

BY THE COURT

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REGISTRAR

**SCHEDULE "A"**

**List of Counsel**

<b>Name of Counsel</b>	<b>Party Representing</b>

No. S-248100  
Vancouver Registry

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SPERLING GP LTD., SPERLING LIMITED  
PARTNERSHIP, 1112849 B.C. LTD.

RESPONDENTS

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**ORDER MADE AFTER APPLICATION**

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DLA Piper (Canada) LLP  
Barristers & Solicitors  
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1133 Melville Street  
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444  
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File No.: 036474-00007

AM/jrt

No. S-248100  
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**IN THE SUPREME COURT OF BRITISH COLUMBIA**  
**IN THE MATTER OF THE *COMPANIES' CREDITORS***  
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RESPONDENTS

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**NOTICE OF APPLICATION**

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