

COURT FILE NUMBER 1801-14339

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROMSPEN INVESTMENT CORPORATION

DEFENDANTS 1851018 ALBERTA LTD., and HARPREET SINGH

DOCUMENT **FIRST AND FINAL REPORT OF THE COURT APPOINTED
INTERIM RECEIVER OF 1851018 ALBERTA LTD.**

DATED MAY 6, 2018

PREPARED BY DELOITTE RESTRUCTURING INC.

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Counsel

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

Attention: David Mann/Afshan Naveed

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File No.: 177191-2981

Interim Receiver

Deloitte Restructuring Inc.
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INTRODUCTION

- 1) Pursuant to an Order (the "**Interim Receivership Order**") of the Court of Queen's Bench of Alberta (the "**Court**") on November 13, 2018 (the "**Date of Interim Receivership**"), Deloitte Restructuring Inc. ("**Deloitte**") was appointed as interim receiver (the "**Receiver**") of all current and future assets, undertakings, and properties of every nature and kind whatsoever (the "**Property**") of 1851018 Alberta Ltd. (the "**Debtor**" or "**185**") situated upon or relating to the Property. A copy of the Interim Receivership Order is attached hereto as Appendix "**A**".
- 2) The Interim Receivership Order was granted as a result of an application by Romspen Investment Corporation ("**Romspen**"), who holds registered security over all of 185's present and after-acquired real and personal property (the "**Romspen Security**") and the consent of counsel for the Defendants.
- 3) Following the issuance of the Interim Receivership Order, the Receiver issued a statutory Notice and Statement of the Receiver (the "**Notice to Creditors**") pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada).
- 4) The Interim Receivership Order, together with related Court documents, the Notice to Creditors and this first and final report (the "**Report**") have been posted on the Receiver's website (the "**Receiver's Website**") at www.insolvencies.deloitte.ca/en-ca/1851018 Alberta Ltd.
- 5) On April 30, 2019, Romspen filed an application for a final order for foreclosure on the Property.
- 6) Unless otherwise provided, all other capitalized terms not defined in this Report are as defined in the Interim Receivership Order.

Purpose

- 7) The purpose of this Report is to:
 - a) Provide the Court with a summary of the Receiver's activities since the Date of Interim Receivership;
 - b) Provide the Court with additional information regarding the Mortgaged Lands (defined later in this Report); and
 - c) Respectfully recommend that this Honourable Court:
 - i. Approve the activities of the Receiver as described in the Report, including, without limitation, the steps taken by the Receiver pursuant to the Interim Receivership Order;
 - ii. Approve the professional fees and disbursements of the Receiver and those of its legal counsel incurred to date plus those to be incurred to finalize the administration of the receivership;
 - iii. Approve the discharge of the Receiver after disbursement of all funds held and concluding all administrative matters; and

- iv. Provide such further or other relief that the Court considers just and warranted in the circumstances.

Terms of Reference

- 8) In developing this Report, the Receiver has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information.

Currency

- 9) All dollar amounts expressed in this Report are in Canadian dollars, unless otherwise indicated.

BACKGROUND

- 10) 185 is a private company that was incorporated in the Province of Alberta in September 2014. Mr. Harpreet Singh ("**Singh**") is the director of 185. The sole shareholder of the Company is 1933281 Alberta Ltd. ("**193**").
- 11) 193 is a private company that was incorporated in the province of Alberta in November 2015. Singh is the director of 193. 1849241 Alberta Ltd. ("**184**") and Ravi Banquet Catering Ltd. are each 50% shareholders of 193.
- 12) 184 is a private company that was incorporated in the province of Alberta in September 2014. Singh is the sole shareholder and director of 184.
- 13) 185 purchased land described as NW30-050-24-4 (the "**Mortgaged Lands**") for a commercial development project known as Nisku 9th Street Business Park (the "**Project**") located at 9th Street, Nisku, Alberta.
- 14) As at the Date of Interim Receivership, the Project had not progressed beyond early construction stages, comprising a sewer system and lot grading to assist with water drainage. Winterization of the Mortgaged Lands was in progress.

POWERS OF THE RECEIVER

- 15) The Interim Receivership Order authorized the Receiver to, among other things, manage, administer, maintain and operate the Mortgaged Lands.
- 16) The Interim Receivership Order also authorized the Receiver to borrow up to \$200,000 without further approval of the Court for the purpose of carrying out its duties and powers (the "**Borrowing Facility**").

POSSESSION AND CONTROL OF THE ASSETS

- 17) The Mortgaged Lands are the only known asset of 185 based on financial information provided by Singh to the Receiver.
- 18) The Receiver took the following steps with respect to the assets and operations of 185:
 - a) Contacted Singh and his legal counsel, Hajduk Gibbs LLP, to request the books and records of the Debtor;
 - b) Attended the Mortgaged Lands to take possession of same and engaged third parties, Rockhard Developments ("**Rockhard**"), previously engaged by the Debtor, and Elm Developments ("**Elm**") to complete the winterization of the Mortgaged Lands. Elm inspected Rockhard's winterization work and finished the remaining work to complete winterizing the Property.
 - c) Engaged the engineering firm, Invistec Consulting Inc. ("**Invistec**"), previously engaged by the Debtor, to inspect the winterization work. Invistec issued its inspection report approving the winterization work completed by both Rockhard and Elm.
 - d) Notified the Debtor's insurance broker of the Receiver's appointment, instructed the insurance broker to add the Receiver to the insurance policies as a named insured and loss payee and arranged for the renewal of the insurance policies relating to the Debtor's Mortgaged Lands which were due to expire on February 4, 2019;
 - e) Arranged for the opening of a new Goods and Services Tax ("**GST**") account for post-receivership GST filings; and
 - f) Notified the County of Leduc (the "**County**") of the Receiver's appointment, as there were expiring County development agreements and addendums related to the Project (the "**County Issues**"). The Receiver has addressed the County Issues to bring the Project in to good standing.
- 19) Singh advised the Receiver that the Debtor had no employees. The Receiver confirmed with the Canada Revenue Agency ("**CRA**") that the Debtor had no payroll accounts and accordingly no payroll source deduction amounts are owing to CRA.
- 20) Singh advised the Receiver that 185 opened no banks accounts. Payments for expenses incurred by 185 were paid directly by Romspen.

CREDITORS AND SECURED CHARGES

- 21) The Receiver sourced an Alberta Land Title Certificate dated January 28, 2019 which is attached hereto as Appendix "**B**" which indicated the following:
 - a) Romspen has a registered mortgage dated December 4, 2016 in the original principal amount of \$5.7 million and an amending agreement in the principal amount of \$13 million was registered on December 7, 2017; and
 - b) A builder's lien registered by Rock Hard Contractors Inc. in the amount of approximately \$3.7 million was filed subsequent to the Date of Receivership.

- 22) The Receiver also conducted an Alberta Personal Property Registry search and the report dated January 28, 2019 is attached hereto as Appendix "C", which reflected two registrations by Romspen.
- 23) The Affidavit of Mary Gianfriddo sworn November 12, 2018 confirmed there was an outstanding balance as at September 25, 2018 in the approximate amount of \$10.7 million, before costs and other charges, owing on the Romspen mortgage (the "**Romspen Indebtedness**").
- 24) As at April 18, 2019, the Romspen Indebtedness had increased to approximately \$11.2 million before costs and other charges.
- 25) Based on the creditor listing provided by Singh, the Receiver understands there are unsecured creditors totaling more than \$3.8 million at the Date of Interim Receivership.

FEES AND DISBURSEMENTS OF THE RECEIVER

- 26) The Receiver's professional fees are calculated based on hours spent at rates established by each professional based on their qualifications and experience.
- 27) The Receivers professional fees for administration of the Interim receivership to date total approximately \$22,683 (excluding GST). This total includes an interim invoice for the Receiver's professional fees from November 13, 2018 to January 31, 2019 totalling approximately \$20,883 (excluding GST) and work-in-progress for the period February 1, 2019 to April 30, 2019 in the amount of \$1,800 (excluding GST). A copy of the invoice rendered by the Receiver is attached as Appendix "D".
- 28) The Receiver estimates it will incur approximately \$4,500 (excluding GST) in connection with this Report, attending the Court application, finalizing all administrative matters and obtaining its discharge.

FEES AND DISBURSEMENTS OF LEGAL COUNSEL

- 29) The Receiver's legal counsel, Dentons Canada LLP ("**Dentons**") have billed \$4,502 (excluding GST) to April 30, 2019. The accounts of Dentons are calculated based on hours spent at rates established by each professional based on their qualifications and experience.
- 30) Dentons has work in progress of approximately \$250 (excluding GST) and estimates that it will incur additional fees and expenses of approximately \$2,000 in connection with this matter and seeking the discharge of the Receiver.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 31) As at April 30, 2019, the Receiver has incurred approximately \$7,600 (excluding GST) in administrative disbursements, consisting of winterization costs and insurance.

- 32) Combined with the professional fees of the Receiver and its legal counsel, the Receiver requires Romspen advance \$43,525 to the Receiver to cover all expenses in respect of the administration of the receivership.


CONCLUSIONS AND RECOMMENDATIONS

- 33) The Receiver has concluded the majority of its administration of the receivership. Upon the Property being transferred to Romspen or its nominee, completing the final GST returns, providing a final report to the Official Receiver and closing the Receiver's trust accounts, the Receiver is not aware of its services being required for any further purpose herein, and is therefore of the view that it should be discharged from its mandate.
- 34) Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 6 c) of the Report and such further and other relief as this Honourable Court deems appropriate in the circumstances.

All of which is respectfully submitted at Calgary, Alberta this 6th day of May, 2019.

DELOITTE RESTRUCTURING INC.

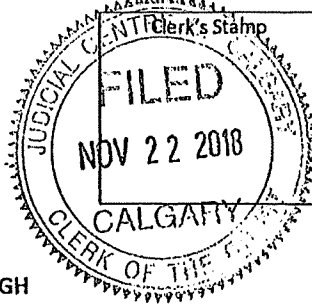
Solely in its capacity as
Court appointed Interim Receiver of
The Property (as defined herein)
And not in its personal or corporate capacity



Robert J. Taylor, FCA, FCPA, CIRP, LIT, CFE
Senior Vice-President

APPENDIX A

COURT FILE NUMBER 1801-14339
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT ROMSPEN INVESTMENT CORPORATION
RESPONDENTS 1851018 ALBERTA LTD. and HARPREET SINGH
DOCUMENT INTERIM RECEIVERSHIP ORDER



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
BORDEN LADNER GERVAIS LLP
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Calgary, Alberta T2P 0R3
Attention: Kevin E. Barr
Phone: 403-232-9786
Fax: 403-266-1395
Email: kbarr@blg.com
File No.: 443063-000009

I hereby certify this to be a true copy of the original ORDER dated this 22 day of Nov 2018
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: November 13, 2018
NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice C.S. Anderson
LOCATION OF HEARING: Calgary, Alberta

UPON the application of Romspen Investment Corporation ("Romspen") in respect of 1851018 Alberta Ltd. (the "Debtor") and Harpreet Singh ("Singh"); AND UPON having read the Notice of Application, the Affidavit of Mary Gianfriddo sworn November 9, 2018 (filed), the Affidavit of Mary Gianfriddo sworn November 12, 2018 (unfiled), the Affidavit of Sanjit Singh (unfiled) and the Affidavit of Singh sworn November 12, 2018 (filed); AND UPON hearing counsel for Romspen and counsel for the Respondents;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 and 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, Deloitte is hereby appointed Interim 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 to act at once in respect of the protection and preservation 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;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, 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 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;
- (j) 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;
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (l) 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;
- (m) 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;
- (n) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(o) 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 (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION 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 dependant on maintaining possession) to the Receiver upon the Receiver's written 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 5 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 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 8. Nothing in this Order shall authorize the Receiver to defend or settle the within action unless otherwise directed by this Court. The parties shall be at liberty to continue the within action in the ordinary course.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall 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, without written consent of the Receiver or leave of this Court. Singh, during the currency of this Order, shall not exercise any powers as a director or officer of the Debtor without the prior written consent of the Receiver or leave of the Court. Singh shall not bind or attempt to bind the Debtor to any liabilities without the consent of the Receiver or leave of the Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, 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 or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other

practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. 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 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

13. 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 wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. (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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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

15. 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

16. 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 and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred 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, 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.
17. The Receiver and its legal counsel shall pass their accounts from time to time.
18. 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

19. 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 \$200,000.00 (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, 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.

20. 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.
21. 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.
22. 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.

ALLOCATION

23. 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

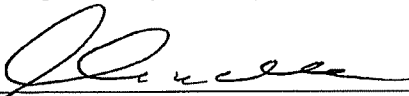
24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.

26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor pursuant to section 243 of the BIA.
27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 or to assist the Receiver and its agents in carrying out the terms of this Order.
28. 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.
29. Costs of this application shall be determined in accordance with the terms of the Mortgage and the Security as those terms are defined in Affidavit of Mary Gianfriddo sworn November 9, 2018.
30. Any interested party may apply to this Court to vary or amend this Order on not less than 4 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.
31. This Order shall expire 60 days after the day on which it was granted unless otherwise ordered by this Court.

FILING

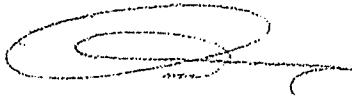
32. The Receiver shall establish and maintain a website in respect of these proceedings at www.deloitte.ca and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and

- (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.


Justice of the Court of Queen's Bench of Alberta

APPROVED AS TO ORDER GRANTED:

HAJDUK GIBBS LLP


Omar Abdulhak
Counsel for 1851018 Alberta Ltd. and
Harpreet Singh

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the interim receiver (the "Receiver") of all of the assets, undertakings and properties of 1851018 Alberta Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of _____, _____ (the "Order") made in action numbers _____, 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 \$_____ which 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 [daily] [monthly not in advance on the ____ 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 Bank 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, 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 _____, 20__.

DELOITTE RESTRUCTURING INC., solely in its capacity as Interim Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

APPENDIX B



HISTORICAL LAND TITLE CERTIFICATE
CURRENT TITLE WITH HISTORICAL DATA

S
LINC SHORT LEGAL TITLE NUMBER
0037 935 518 4;24;50;30;NW 182 089 948 +21

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 24 TOWNSHIP 50
SECTION 30
QUARTER NORTH WEST

CONTAINING 64.75 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1076 0 - ROAD	0.121	0.30	
B) PLAN 0623016 - SUBDIVISION	26.06	64.40	
C) PLAN 1821205 - SUBDIVISION	23.10	57.08	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: LEDUC COUNTY

REFERENCE NUMBER: 162 098 403

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
182 089 948	23/04/2018	SUBDIVISION PLAN		

OWNERS

1851018 ALBERTA LTD.
OF PO BOX 36504
EDMONTON
ALBERTA T6R 0S9

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5239SK	05/07/1971	CAVEAT RE : EASEMENT CAVEATOR - PLAINS WESTERN GAS & ELECTRIC CO LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

182 089 948 +21

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
842 109 002	16/05/1984	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF LEDUC NO. 25. AS TO PORTION OR PLAN:3165KS
842 140 066	22/06/1984	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF LEDUC NO. 25. AS TO PORTION OR PLAN:3165KS
062 250 359	13/06/2006	CAVEAT RE : DEFERRED RESERVE CAVEATOR - LEDUC COUNTY. SUITE 101,1101-5 TH STREET NISKU ALBERTA T9E2X3
162 098 404	12/04/2016	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. 162 CUMBERLAND STREET,SUITE 300 TORONTO ONTARIO M5R3N5 ORIGINAL PRINCIPAL AMOUNT: \$5,700,000
162 098 405	12/04/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION. 2500,10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - CATHERINE A FARNELL
172 178 507	12/07/2017	AMENDING AGREEMENT AMOUNT: \$13,000,000 AFFECTS INSTRUMENT: 162098404
182 287 590	15/11/2018	BUILDER'S LIEN LIENOR - ROCK HARD CONTRACTORS INC. MCGEE RICHARD TOOGOOD LLP #1155, 5555 CALGARY TRAIL NW EDMONTON ALBERTA T6H5P9 AGENT - JOHN E MCGEE AMOUNT: \$3,744,878
182 306 226	04/12/2018	CERTIFICATE OF LIS PENDENS
182 306 227	04/12/2018	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 182287590

TOTAL INSTRUMENTS: 010

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF
JANUARY, 2019 AT 12:18 P.M.

ORDER NUMBER: 36615401

CUSTOMER FILE NUMBER: 02337885-185



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

Search ID#: Z10892419

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD.
(P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 02254442-POTENTIAL F

Search ID #: Z10892419

Date of Search: 2018-Nov-08

Time of Search: 09:04:50

Business Debtor Search For:

1851018 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z10892419

Business Debtor Search For:

1851018 ALBERTA LTD.

Search ID #: Z10892419

Date of Search: 2018-Nov-08

Time of Search: 09:04:50

Registration Number: 16012914983

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Jan-29

Registration Status: Current

Expiry Date: 2021-Jan-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 1851018 ALBERTA LTD.
C/O #102, 9333 - 47 STREET
EDMONTON, AB T6B 2R7

Status

Current

Block

2 SINGH, HARPREET
925 THOMPSON PLACE
EDMONTON, AB T6R 3K4

Status

Current

Birth Date:
1982-May-23

Secured Party / Parties

Block

1 ROMSPEN INVESTMENT CORPORATION
SUITE 300, 162 CUMBERLAND STREET
TORONTO, ON M5R 3N5

Status

Current

Collateral: General

Block

Description

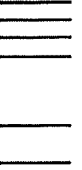
Status

Search ID#: Z10892419

- 1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.
PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY INCLUDING: MONEY, ACCOUNTS, CASH, CHATTEL PAPER,
INTANGIBLES, GOODS, INSURANCE PROCEEDS, DOCUMENTS OF TITLE,
INSTRUMENTS, INVESTMENT PROPERTY, SECURITIES, MOTOR VEHICLES AND ALL
OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF ANY TYPE
OR KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY
DEALINGS WITH THE GENERAL COLLATERAL DESCRIBED ABOVE OR PROCEEDS
THEREFROM.

Current

Search ID#: Z10892419



Business Debtor Search For:

1851018 ALBERTA LTD.

Search ID #: Z10892419

Date of Search: 2018-Nov-08

Time of Search: 09:04:50

Registration Number: 16012915065

Registration Type: LAND CHARGE

Registration Date: 2016-Jan-29

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 1851018 ALBERTA LTD.
C/O #102, 9333 - 47 STREET
EDMONTON, AB T6B 2R7

Current

Secured Party / Parties

Block

Status

1 ROMSPEN INVESTMENT CORPORATION
SUITE 300, 162 CUMBERLAND STREET
TORONTO, ON M5R 3N5

Current

Result Complete

APPENDIX D



Invoice 8000447847

Deloitte LLP
Suite 700, 850-2nd Street SW
Calgary AB T2P 0R8

Tel: (403) 267-1700
Fax: (403) 264-2871
www.deloitte.ca

Romspen Investment Corporation
1900, 520 Third Avenue S.W.
Calgary AB T2P 0R3
Canada

Date: March 05, 2019
Client No.: 1321946
WBS#: ROM00018
Engagement Partner: Robert Taylor

GST Registration: 133245290RT0001

For professional services rendered

Fees

For services rendered for the period November 1, 2018 to January 31, 2019.

Please refer to summary for Invoice details.

GST applicable 20,883.00

Sales Tax

GST at 5.00% 1,044.15

Total Amount Due (CAD) 21,927.15

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



Invoice Number 8000447847

March 05, 2019

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Romspen Investment Corporation	1321946	8000447847	21,927.15	Payment for invoice 8000447847

Contact:

Please send payment confirmation by email to: receivablesdebiturs@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments(remittance email mandatory):

Preferred Method

The Bank of Nova Scotia

Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For CAD Dollar (\$) Payments, pay:**ABA/Transit Routing:** 47696002**Account Number:** 1590219**For USD Dollar (\$) Payments, pay:****ABA/Transit Routing:** 47696002**Account Number:** 1363514**2. Wire Payment:**

The Bank of Nova Scotia

Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For CAD Dollar (\$) Payments, pay:**Account Number:** 476961590219**Swift Code:** NOSCCATT**For USD Dollar (\$) Payments, pay:****Account Number:** 476961363514**Swift Code:** NOSCUS33**3. Online Payment:**

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to:

For CAD Dollar (\$) Payments, pay:
DELOITTE MANAGEMENT SERVICES LP
c/o T04567C
PO Box 4567, Stn A
Toronto ON M5W 0J1

For USD Dollar (\$) Payments, pay:
DELOITTE MANAGEMENT SERVICES LP
c/o T04567U
PO Box 4567, Stn A
Toronto ON M5W 0J1



1851018 Alberta Ltd
Time Detail
For the period November 1, 2018 to January 31, 2019

Date	Timekeeper	Hours	Narrative
11/13/2018	Chan, Garrett	4.9	Phone calls with N. McGregor and Romspen; prepare for possession; travel to and attend site to meet with Rockhard; phone calls and emails with Elm Developments and Romspen; memo to B. Taylor
11/13/2018	McGregor, Naomi	2.0	File administration, discussions with G. Chan and B. Taylor regarding site visit.
11/14/2018	Chan, Garrett	3.1	Phone calls with Elm; travel to and attend site; meet with Rockhard, Elm, and Invistec re: winterization; phone call with Romspen for approval of plan; email to B. Taylor
11/14/2018	McGregor, Naomi	2.4	File administration, discussions with G. Chan regarding taking possession; prepare Information request, draft Notice of the Receiver, discussions with B. Taylor regarding the same
11/14/2018	Taylor, Robert	0.1	Call with K. Barr.
11/15/2018	Chan, Garrett	1.1	Email summary of status to N. McGregor; phone calls with Invistec and Elm
11/15/2018	McGregor, Naomi	1.3	Correspondence with G. Chan regarding taking possession, memo matters
11/15/2018	Taylor, Robert	0.3	Internal Consultation.
11/16/2018	Chan, Garrett	0.5	Email photos to N. McGregor; emails to Elm and Invistec
11/16/2018	Taylor, Robert	0.5	Call with K. Barr.
11/19/2018	McGregor, Naomi	1.5	Correspondence with G. Chan, prepared taking possession memo, discussion with B. Taylor regarding the same.
11/20/2018	McGregor, Naomi	0.7	Issue update to interested parties, discussions with B. Taylor regarding the same, correspondence with Elm Development regarding quote request.
11/20/2018	Taylor, Robert	0.3	Review memo, discussion with N. McGregor.
11/22/2018	McGregor, Naomi	0.8	Correspondence with Elm Development, prepared website summary, correspondence with G. Perales regarding set up of website.
11/23/2018	Chan, Garrett	0.4	Call from Romspec; emails with B. Taylor and N. McGregor
11/23/2018	Taylor, Robert	0.3	Various emails re winterization status.
11/25/2018	Chan, Garrett	0.4	Call with Elm
11/25/2018	McGregor, Naomi	0.9	Follow up with Elm Development regarding the quote request, correspondence with G. Chan and B. Taylor regarding winterization matters, correspondence with A. Farmer, counsel for Invistec.
11/26/2018	Chan, Garrett	0.2	Emails with B. Taylor and N. McGregor
11/26/2018	McGregor, Naomi	0.4	Follow up with G. Chan and Invistec regarding the inspection report.
11/27/2018	Chan, Garrett	0.2	Attend site to follow up on demobilization
11/27/2018	McGregor, Naomi	2.6	Reviewed inspection report, discussion with G. Chan and B. Taylor regarding the same, discussion with Invistec regarding the same, prepared the Notice of the Receiver, discussion with Rockhard regarding demobilization, correspondence with O. Abdulhak.
11/27/2018	Taylor, Robert	0.1	Retainer letter - legal.
11/27/2018	Taylor, Robert	0.2	Follow up with N. McGregor.
11/29/2018	Chan, Garrett	0.2	Emails re: engineer report
11/29/2018	McGregor, Naomi	1.1	Follow up with various parties, prepare update memo to Romspen, correspondence with D. Chan and B. Taylor regarding the same.
12/2/2018	Taylor, Robert	0.2	Memo review.
12/3/2018	McGregor, Naomi	0.7	Follow up with Elm regarding quote request, correspondence with O. Abdulhak regarding information request.
12/3/2018	Taylor, Robert	0.2	Follow up with N. McGregor, call with K. Barr.
12/5/2018	McGregor, Naomi	0.4	Correspondence with O. Abdulhak regarding information request.
12/6/2018	McGregor, Naomi	0.6	Prepared letter to insurance broker, correspondence with insurance broker regarding the same, correspondence with O. Abdulhak.
12/6/2018	Taylor, Robert	0.4	Discussion with N. McGregor, email to K. Barr, insurance matters.
12/7/2018	McGregor, Naomi	1.2	Prepared letter to Invistec requesting information, correspondence with O. Abdulhak, discussion with CRA, discussion with B. Taylor.

12/7/2018 Taylor, Robert	0.1 Letter to Engineer.
12/7/2018 Taylor, Robert	0.4 Call with Romspen.
12/10/2018 McGregor, Naomi	2.6 Follow up with Invistec regarding information request, correspondence with Leduc County, discussions with B. Taylor and D. Chan regarding various matters, review information received from Debtor's counsel.
12/10/2018 Perales-Solis, Grace	0.3 Send RC59 - CRA business consent form.
12/10/2018 Taylor, Robert	0.1 Discussion with N. McGregor.
12/13/2018 McGregor, Naomi	0.2 Received correspondence from McGee Richards Toogood LLP.
12/14/2018 McGregor, Naomi	2.7 Follow up with Invistec regarding information request, reviewed minute books and project information received.
12/17/2018 Chan, Garrett	0.3 Phone call with N. McGregor review correspondence documentation with Rockhard.
12/17/2018 Gaspar, Dana	1.0 Additional creditor mail out, emails, prepare affidavit of mailing.
12/17/2018 McGregor, Naomi	1.3 Correspondence with G. Chan regarding information received, finalize notice to creditors and complete mail out.
12/18/2018 McGregor, Naomi	2.1 Correspondence with G. Chan regarding information package received from Invistec, draft response to RockHard demand for payment, discussion with B. Taylor regarding the same.
12/19/2018 McGregor, Naomi	1.6 Review information received, draft Receiver's report, correspondence with County of Leduc regarding project information.
12/19/2018 Taylor, Robert	0.4 Discussion with Naomi, review of letter to Rockland, discussions with D. Mann, email from K. Barr.
12/21/2018 McGregor, Naomi	1.1 Correspondence with B. Taylor, K. Barr, and Leduc County regarding the development agreement addendum, execution of the same.
12/21/2018 Taylor, Robert	0.1 Review extension agreement and speak with N. McGregor.
1/4/2019 Taylor, Robert	0.1 Email from D. Mann, review and respond.
1/7/2019 Chan, Garrett	0.1 Emails with N. McGregor.
1/7/2019 McGregor, Naomi	0.7 Review and discussion response letter from RockHard with G. Chan and B. Taylor.
1/7/2019 Taylor, Robert	0.2 Internal consultation with N. McGregor.
1/28/2019 McGregor, Naomi	3.8 Draft Receiver's Report, insurance matters, follow up regarding CRA authorization.
1/31/2019 McGregor, Naomi	0.5 Insurance matters.