

I hereby certify this to be a true copy of  
the original Order  
dated this 14 day of Dec 2016  
for Clerk of the Court



COURT FILE NUMBER 1601-08655  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF(S) STERLING BRIDGE MORTGAGE CORP.  
DEFENDANT(S) HERITAGE PLAZA DEVELOPMENTS INC., and  
ALI GHANI  
DOCUMENT CONSENT ORDER FOR RECEIVER AND  
MANAGER  
ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS  
DOCUMENT Dentons Canada LLP  
Bankers Court  
15<sup>th</sup> Floor, 850 - 2<sup>nd</sup> 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:	December 14, 2016
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, AB
NAME OF MASTER WHO MADE THIS ORDER:	J.L. Mason

**UPON** the Application of Sterling Bridge Mortgage Corp. ("Sterling") in respect of Heritage Plaza Developments Inc. (the "Heritage"); **AND UPON** having read the Application, the Affidavit of Keith Prosser sworn, October 11, 2016; **AND UPON** hearing counsel for Sterling; **AND UPON** noting the consent of counsel for the Defendants endorsed herein;

**AND UPON IT APPEARING** that the Plaintiff's mortgage is in default and that rents and profits are arising out of the lands that are subject to that mortgage; **AND UPON IT APPEARING** to be just and equitable to appoint a Receiver and Manager;

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

1. Pursuant to section 49 of the *Law of Property Act*, RSA 2000, c L-7 and section 13(2) of the *Judicature Act*, RSA 2000, c J-2, Deloitte Restructuring Inc., (the "Receiver and Manager") be and is hereby appointed as Receiver of all the rentals due and accruing due now or hereafter from the lands and premises described as:

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")

and appointed as Manager of the undertaking, property and assets of the Defendant, Heritage Plaza Developments Inc., situate upon or relating to the Mortgaged Lands and premises.

2. The Receiver and Manager shall have all such powers as this Court may from time to time deem expedient, or as are inherent in the office, and without restricting the generality of the foregoing, shall have the power from time to time:
  - (a) to manage, administer, maintain and operate the Mortgaged Lands;
  - (b) to lease and re-let the Mortgaged Lands, or any part thereof, and to renegotiate leases thereof, as it may in its discretion deem advisable;
  - (c) to investigate any charges or liens registered against the Mortgaged Lands;
  - (d) to terminate leases or obtain possession, or both with respect to the Mortgaged Lands, or any part thereof;
  - (e) to collect the rents, profits and other receipts arising from the Mortgaged Lands, or any part thereof;
  - (f) to distrain and pursue other remedies available at law or in equity for rent in arrears in the same manner and with the same right of recovery as a landlord;
  - (g) from time to time to borrow moneys for the purpose of carrying out duties and powers hereunder, including (without limitation) borrowing moneys from the Plaintiff, (provided that no more than \$ 100,000.00 in the aggregate shall be borrowed without further leave of this Court) and to repay and again borrow moneys within the aforesaid limits; all moneys so borrowed to be a charge upon the Mortgaged Lands bearing the same priority as the Plaintiffs mortgage described in the Statement of Claim;
  - (h) to affect repairs and to make improvements needed to render the Mortgaged Lands rentable and to pay for the cost of the same;
  - (i) to collect and administer damage deposits and other security deposits;
  - (j) such other powers as may be deemed just and necessary by this Court from time to time.
  
3. The Receiver and Manager shall be at liberty to employ such agents and assistants, including the appointment of solicitors, as it may consider necessary for the purpose of preserving the said property and assets of the Defendant, Heritage, carrying on the business and undertaking on the Mortgaged Lands and exercising any of the powers granted hereunder, and that any expenditure which shall properly be made or incurred by the Receiver and Manager in so doing shall be allowed it in passing its accounts and shall for all purposes be deemed to be a disbursement referred to in paragraph 6(a) hereof.

4. The Defendants shall at once deliver over to the Receiver and Manager all the books, documents and papers of every kind, all damage or security deposits received from or in respect of the Mortgaged Lands, all post-dated cheques and any and all rent and other payments which may hereafter fall due from the tenants, which the Defendants have or will have in their power or possession, relating to the business and undertaking on the Mortgaged Lands.
5. The Defendants shall respond to any inquires reasonably made by the Receiver and Manager with respect to any information relating to the business and undertaking on the Mortgaged Lands.
6. The Receiver and Manager shall pay the proceeds of any rents, profits and other moneys collected or received by it as follows:
  - (a) first, towards fees and disbursements allowed to the Receiver and Manager as and by way of remuneration for its services as Receiver and Manager, including any disbursements for normal operating expenses and utilities; the Receiver and Manager shall be entitled to and is hereby granted a charge (the "Receiver's Charge") on the Mortgaged Lands, 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 Mortgaged Lands in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person;
  - (b) second, in payment of taxes accruing due or owing on the Mortgaged Lands;
  - (c) third, to repay any moneys borrowed by the Receiver and Manager as permitted hereby;
  - (d) fourth, in reduction of the claims of the Plaintiff for the outstanding balance owing from time to time in care of its solicitors, Dentons Canada LLP, as may be proved to the satisfaction of the Receiver and Manager, and such costs and expenses, including legal costs on a solicitor and client (or other appropriate) basis, as may be allowed by this Court;
  - (e) the balance, if any, remaining shall be paid into Court subject to the further order of this Court upon application by an interested party.
7. Prior to payment of the fees which it proposes to charge by way of account or interim account for remuneration in its capacity as Receiver and Manager, the Receiver and Manager shall from time to time provide to the Solicitors for the Plaintiff statements of the said fees.
8. Prior to discharge, the Receiver and Manager shall have its accounts approved by the Court.
9. The Receiver and Manager shall not be required to furnish any security or bond for the due performance of its duties.
10. Service of this Order on the Defendants may be sufficiently effected by upon the Defendants by serving their counsel David Grossman of Henning Byrne LLP by e-mail at the address of grossman@henningbyrne.com.
11. A true copy of this Order shall be served upon the person appointed or employed by the Defendants to collect the rents and all other payments from the Mortgaged Lands, or alternatively upon the tenant(s) presently or in future occupying the unit(s) on the Mortgaged Lands, which

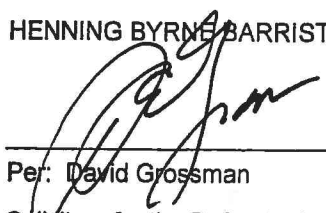
service may be effected by personally serving the said employee, or alternatively any adult apparently living in the unit(s) in question or by leaving a true copy of this Order at the unit(s) in question, as the case may be.

12. Forthwith upon service of a true copy of this Order as aforesaid, any and all rental payments which may then be due or may thereafter fall due from time to time relating to the Mortgaged Lands, or any part thereof, shall be paid to the Receiver and Manager, and that payment of the rentals to the Receiver and Manager as aforesaid, shall be deemed, as to those rentals received, to be an effective payment of such rental to the landlord.
13. The Plaintiff shall be entitled to its costs, taxed as between solicitor and client, including all costs and expenses of the Receiver and Manager.
14. 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.
15. No Proceeding against or in respect of the Mortgaged Lands shall be commenced or continued except with the written consent of the Receiver and Manager or with leave of this Court and any and all Proceedings currently under way, with the exception of the within Action by the Plaintiff, against or in respect of the Mortgaged Lands are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent the Plaintiff from continuing the within Action; (ii) 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 13; and (iii) affect a Regulatory Body's investigation in respect of the Defendants or the Mortgaged Lands or an action, suit or proceeding that is taken in respect of the Defendants or the Mortgaged Lands by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.
16. The Receiver and Manager, may from time to time apply to this Honourable Court for direction and guidance in the discharge of its duties as Receiver and Manager.

  
Master in Chambers

CONSENTED TO THIS 23 DAY OF OCTOBER, 2016

HENNING BYRNE BARRISTERS AND SOLICITORS

  
Per: David Grossman

Solicitors for the Defendants