

COURT FILE NUMBER

1603 20319

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

DOCUMENT

FOURTEENTH AND FINAL REPORT OF THE MONITOR
IN THE MATTER OF THE COMPANIES CREDITORS'
ARRANGEMENT ACT, R.S.C. 1985 c. C-36 AS AMENDED



AND IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF
PARKLAND AIRPORT DEVELOPMENT CORPORATION
DATED JANUARY 23, 2020

**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT**

Counsel

Ogilvie LLP
1400 Canadian Western Bank Place
10303 Jasper Avenue
Edmonton, Alberta T5J 3N6

Attention: Kentigern Rowan, Q.C.

Telephone: 780-429-6236

Facsimile: 780-429-4453

Email: krowan@ogilvielaw.com

Monitor

Deloitte Restructuring Inc.
1500 Manulife Place
10180 101 Street
Edmonton, Alberta T5J 4K1

Attention: Darren M. Crocker

Telephone: 780-421-3687

Facsimile: 780-421-3782

Email: dcrocker@deloitte.ca

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Introduction

1. On November 29, 2016 (the "**Filing Date**"), Parkland Airport Development Corporation (the "**Company**") made an application to the Court of Queen's Bench of Alberta (the "**Court**") for an Initial Order (the "**Initial Order**") under the *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). Deloitte Restructuring Inc. ("**Deloitte**") was appointed as Monitor (the "**Monitor**") in the CCAA proceedings.
2. The Initial Order provided for an initial stay of proceedings until December 28, 2016 (the "**Initial Stay**").
3. On December 15, 2016, the Company made an application, *inter alia*, to the Court for an Order extending the Initial Stay. The Court granted an Order (the "**First Extension Order**") extending the stay until February 28, 2017 (the "**Stay**").
4. On February 27, 2017, the Company made an application, *inter alia*, to the Court for an Order extending the Stay. The Court granted an Order (the "**Second Extension Order**") extending the Stay until September 15, 2017.
5. The Second Extension Order also directed that, within thirty (30) days of the date of the Second Extension Order, the Chief Restructuring Officer ("**CRO**") call a meeting of creditors and other affected parties to address the selection of a creditors' committee, to consider the alternatives described in the report of the CRO filed with this Honourable Court on February 16, 2017, and to address any other matters deemed appropriate by the CRO.
6. On May 2, 2017 (the "**May 2nd Order**"), the Court ordered, *inter alia*, that the Company distribute to the market, a tender package for completion of the Phase I work as outlined previously in the CRO's Reports. The Court empowered the Company to proceed with a simultaneous process for the sale of the remaining lots in Phase I and the entire airport, including all lands owned by the Company. In addition, the limitation periods for pursuing potentially preferential or under value transactions were suspended and tolled until November 1, 2017.
7. The sale process closed on September 1, 2017, and no acceptable offers were received by the Company. On September 13, 2017, the Company applied to this Honourable Court for an

extension of the Stay to November 3, 2017 (the "**Third Extension Order**"), which was granted.

8. On November 1, 2017, the Company made an application to the Court and was granted an Order (the "**Fourth Extension Order**") extending the Stay to February 28, 2018. The Fourth Extension Order further authorized an increase in interim financing to the Company of \$400,000, for total authorized interim financing of \$1,000,000. The Company was also directed to execute a consent order authorizing a secured creditor to market the Parkland Lands for sale through a foreclosure process with such consent order not to be used until the earlier of the passage of one (1) year, the Monitor issuing a notice of a material adverse change, or until determined by the Court. The CRO was also directed to call an informal meeting of creditors on or before January 20, 2018.
9. On November 1, 2017, the Court granted an Order (the "**Suspension and Tolling Order**") suspending and tolling the limitation periods applicable to the Monitor and creditors of the Company with respect to potentially challenging the Questioned Transactions until February 28, 2018.
10. On February 26, 2018, the Court granted three (3) Orders:
 - 10.1. An extension Order (the "**Fifth Extension Order**") extending the Stay to October 19, 2018. Notwithstanding the extension, the Stay was lifted by the Court to allow the First Mortgagee to proceed with its foreclosure proceedings. The CRO was also discharged by the Fifth Extension Order.
 - 10.2. A tolling Order (the "**Second Suspension and Tolling Order**") extending the suspension and tolling of the limitation periods applicable to the Monitor and creditors of the Company with respect to potentially challenging the Questioned Transactions until October 28, 2018.
 - 10.3. A redemption Order (the "**Consent Redemption Order**") confirming the mortgage indebtedness owed to the First Mortgagee and permitting the judicial listing of the mortgaged lands of the Company.
11. On October 2, 2018, the Court granted an Order which:
 - 11.1. Extended the Stay (the "**Sixth Extension Order**") until December 31, 2018;

- 11.2. Extended the suspension and tolling (the "**Third Suspension and Tolling Order**") of the limitation periods applicable to the Monitor and creditors of the Company with respect to potentially challenging the Questioned Transactions until December 31, 2018; and
- 11.3. Adjourned the application of 1791961 Alberta Ltd. (Sunset Industries Ltd.) until December 31, 2018.
12. On December 7, 2018, the Court granted an Order (the "**Seventh Extension Order**"), which extended:
 - 12.1. The Stay until February 15, 2019; and
 - 12.2. The Third Suspension and Tolling Order until February 15, 2019.
13. On February 15, 2019, the Court granted an Order (the "**Eighth Extension Order**"), which extended:
 - 13.1. The Stay until April 30, 2019; and
 - 13.2. The Third Suspension and Tolling Order until April 30, 2019.
14. On April 17, 2019, the Court granted an Order (the "**Ninth Extension Order**"), which, *inter alia*,:
 - 14.1. Extended the Stay until June 14, 2019; and
 - 14.2. Extended the Third Suspension and Tolling Order until June 14, 2019;
 - 14.3. Provided time for additional offer(s) to purchase the Company's assets to be submitted by 5:00 p.m. on April 29, 2019 (the "**Deadline**"); and
 - 14.3.1. If no additional offer(s) were submitted by the Deadline, an Order approving the sale to the New First Mortgagee will be effective on May 1, 2019;
 - 14.3.2. If additional offer(s) were received, then the Sale Order is not effective until May 10, 2019;

14.3.3. If additional offer(s) were received, the parties were to reappear before the Court on May 8, 2019, to determine whether the Sale Order will be set aside in favour of an alternative offer.

15. On July 11, 2019, the Court granted an Order (the "**Tenth Extension Order**"), which:

15.1. Extended the Stay to November 29, 2019;

15.2. Ordered that the stay on registration as provided for in paragraph 23 of the Ninth Extension Order has expired and has not been extended;

15.3. Extended the Third Suspension and Tolling Order until November 29, 2019.

16. No further applications were made for an extension of the Stay or an extension of the Third Suspension and Tolling Order and, as a result, the Stay and tolling and limitation period suspension ceased on November 29, 2019.

17. Capitalized terms not otherwise defined herein have the meanings given to them in reports previously filed with the Court by the Monitor and CRO, and by previous Court Orders in these proceedings.

18. Information on the CCAA proceedings can be accessed on Deloitte's website at www.insolvencies.deloitte.ca under the link "Parkland Airport Development Corporation" (the "**Monitor's Website**").

Notice to reader

19. In preparing this report, the Monitor has relied on unaudited financial information, the books and records of the Company and discussions with the Company's employees, interested parties and stakeholders. The Monitor has not performed an independent review or audit of the information provided.

20. The Monitor assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this report.

21. All amounts included herein are in Canadian dollars unless otherwise stated.

Purpose of this report

22. The purpose of this fourteenth report of the Monitor (the "**Fourteenth Report**") is to provide the Court with:
- 22.1. An update on the sale of Company's assets;
 - 22.2. Information concerning an appeal filed with the Court of Appeal in relation to the sale of the Company's assets;
 - 22.3. Details of the Monitor's accounts for fees and disbursements;
 - 22.4. Details of the accounts of the Monitor's legal counsel, Ogilvie LLP, for its fees and disbursements; and
 - 22.5. To seek approval of the Monitor's activities as set out in the Fourteenth Report and in all of its other reports filed in the CCAA proceedings.

Sale of Company Assets

23. On April 17, 2019, 2155734 Alberta Ltd. (the "**Purchaser**") made application to Court for an order (the "**Approval and Vesting Order**") approving the sale transaction (the "**Transaction**") contemplated by an offer to purchase between the Purchaser and the Company and vesting in the Purchaser, the Company's right, title, and interest in and to the assets (the "**Purchased Assets**") of the Company. The Honourable Mr. Justice S.D. Hillier granted the Approval and Vesting Order on April 17, 2019 and for reasons detailed in the Monitor's Thirteenth Report, the Approval and Vesting Order was filed with the Court on June 14, 2019. A copy of the Approval and Vesting Order is attached hereto as **Appendix "A"**.
24. As required by paragraph 3 of the Approval and Vesting Order, upon delivery of a Monitor's certificate (the "**Monitor's Certificate**") to the Purchaser wherein the monitor certifies the undernoted, the Purchased Assets will vest in the Purchaser:
- 24.1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the closing date pursuant to the sale agreement;
 - 24.2. The conditions to closing as set out in the sale agreement have been satisfied or waived by the Monitor and the Purchaser (or its nominee); and

24.3. The Transaction has been completed to the satisfaction of the Monitor.

25. The Monitor has been informed that due to various closing issues, including registrations at the Land Titles Office for the Province of Alberta, the closing for the Purchased Assets was not finalized until December 20, 2019.

26. The Monitor having been satisfied that the three (3) conditions noted above had been met, filed the Monitor's Certificate on September 5, 2019. A copy of the Monitor's Certificate is attached as **Appendix "B"**.

Appeal by Weinrich Contracting Ltd.

27. On September 20, 2019, Weinrich Contracting Ltd. ("**Weinrich**") filed an appeal in the Court of Appeal with respect to paragraphs 16 and 17 of the Approval and Vesting Order. The Monitor was named as an Other Party in the appeal. By correspondence dated December 12, 2019, the Monitor's legal counsel advised the Court of Appeal that it did not intend to file a factum in the appeal proceedings, nor did the Monitor intend to participate in the appeal. A copy of the above-referenced correspondence is attached hereto as **Appendix "C"**.

Monitor's Accounts for Fees and Disbursements

28. As the Company has completed the sale of the Purchased Assets and it has not proposed a plan of arrangement to its creditors, the Monitor advises that there is no longer the need for it to continue as Monitor of the Company and the CCAA proceedings should be terminated. In that regard, the Monitor herewith provides a summary of its fees and disbursements to May 30, 2019:

<u>Date of Invoice</u>	<u>Fees</u>	<u>Disbursements</u>	<u>GST</u>	<u>Total</u>
February 21, 2017	\$27,271.00	\$0.00	\$1,363.55	\$28,634.55
February 21, 2017	\$8,347.00	\$0.00	\$417.35	\$8,764.35
March 29, 2017	\$22,968.00	\$1,886.98	\$1,242.75	\$26,097.73

April 6, 2017	\$11,885.00	\$0.00	\$594.25	\$12,479.25
May 5, 2017	\$15,093.00	\$0.00	\$754.65	\$15,847.65
July 6, 2017	\$8,369.00	\$0.00	\$418.45	\$8,787.45
July 17, 2017	\$1,697.00	\$0.00	\$84.85	\$1,781.85
November 7, 2017	\$18,106.00	\$0.00	\$905.30	\$19,011.30
April 6, 2018	\$26,199.00	\$0.00	\$1,309.95	\$27,508.95
September 17, 2018	\$6,389.00	\$0.00	\$319.45	\$6,708.45
October 29, 2018	\$9,456.00	\$0.00	\$472.80	\$9,928.80
February 7, 2019	\$6,421.00	\$0.00	\$321.05	\$6,742.05
May 7, 2019	\$19,117.00	\$0.00	\$955.85	\$20,072.85
June 11, 2019	\$9,628.00	\$0.00	\$481.40	\$10,109.40
Total	\$190,946.00	\$1,886.98	\$9,641.65	\$202,474.60

29. Attached as **Appendix "D"** to this Fourteenth Report is the Affidavit of Darren M. Crocker, which provides complete details of all time expended by staff members that worked on the CCAA engagement. The Monitor respectfully requests the Court approve the fees and disbursements of the Monitor, without the necessity of a formal passing of accounts and seeks its discharge as Monitor of the Company.

Monitor's Legal Counsel Accounts for Fees and Disbursements

30. Attached as **Appendix "E"** to this Fourteenth Report is a summary of the accounts rendered by the Monitor's legal counsel, Ogilvie LLP and the Monitor has reviewed the invoices and finds them reasonable and validly incurred in accordance with the provisions of the Orders granted in these CCAA proceedings. The Monitor respectfully requests that the Court approve the fees

and disbursements of the Monitor's Legal Counsel, without the necessity of a formal passing of accounts.

Conclusions and Recommendations

31. The Monitor believes its duties have been completed and is seeking its discharge as Monitor of the Company. The Monitor respectfully requests that its accounts and the accounts of its legal counsel, be approved as presented, without the necessity of a formal passing of accounts.

All of which is respectfully submitted this 23rd day of January, 2020.

DELOITTE RESTRUCTURING INC.,

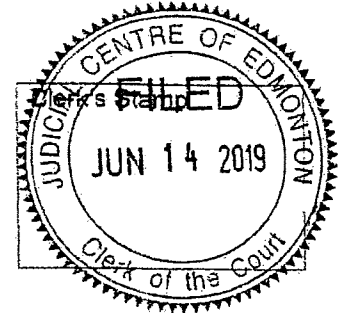
In its capacity as Court-appointed Monitor in
Re: the plan of compromise or arrangement of
Parkland Airport Development Corp.
And not in its personal capacity



Darren Crocker, CPA, CGA, CIRP, LIT
Senior Vice-President

Appendix "A"

COURT FILE NUMBER 1603 20319
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC 1985, c C-
36, as amended

AND IN THE MATTER OF THE PARKLAND
AIRPORT DEVELOPMENT CORPORATION

DOCUMENT APPROVAL AND VESTING ORDER – PURCHASE
BY 2155734 ALBERTA LTD.

ADDRESS FOR SERVICE Darren Bieganek, QC
AND CONTACT Barrister & Solicitor
INFORMATION OF PARTY Phone: 780.441.4386
FILING THIS DOCUMENT Fax: 780.428.9683
File #204-201086

DUNCAN CRAIG LLP
LAWYERS MEDIATORS
2800 Scotia Place
10060 Jasper Avenue
Edmonton, Alberta Canada T5J 3V9

DATE ON WHICH ORDER WAS PRONOUNCED: April 17, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: Justice S.D. Hillier

UPON THE APPLICATION of 2155734 Alberta Ltd. (the "Purchaser"), the first mortgagee over the lands owned by Parkland Airport Development Corporation ("PADC" or the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an offer to purchase (the "Offer") between 215 and PADC dated as of April 12, 2019 and appended as Exhibit "A" to the Affidavit of Steve Froese sworn April 5, 2019 (the "Offer"); and vesting in the Purchaser, the Debtor's right, title and interest in and to the assets described in the Offer (the "Purchased Assets"); AND UPON noting that part of the purchase price tendered by the Purchaser for the Purchased Assets is the assumption of a mortgage registered against those lands described in Schedule "B" to this Order as registration number 132 399 557 in favour of Parkland Aerospace Corp. (the "PAC Mortgage"), and the assumption of a mortgage registered against those lands described in Schedule "B" tot his Order as registration number 142 018 344 in favour of 1827101 Alberta Ltd. (the "182 Mortgage");

AND UPON HAVING READ the Application materials and the Monitor's Twelfth Report dated April 12, 2019; AND UPON HEARING the submissions of counsel for 215, counsel for PADC, counsel for

the Monitor, counsel for Weinrich Contracting Ltd. ("Weinrich") and counsel for Morgan Construction and Environmental Ltd. ("Morgan"); **AND UPON** being satisfied that there is proper service of notice of this application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Offer ("Sale Agreement") to be entered by PADC is hereby authorized and approved, with such minor amendments as PADC, in consultation with the Monitor, may deem necessary or appropriate and as may be agreed to by 215. PADC is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3. Upon delivery of a Monitor's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the "Monitor's Closing Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets [listed in **Schedule "B"** hereto] shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "Claims") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Initial Order, save and except the Interim Lenders Charge which obligations thereunder are being assumed;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;

- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta) and any Certificates of Lis Pendens in relation thereto; and
- (d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "Permitted Encumbrances"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

4. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:
 - (a) Cancel the existing Certificates of Title for those lands and premises listed in Schedule "B" hereto (the "Lands");
 - (b) Issue new Certificates of Title for the Lands in the name of the Purchaser, 2155734 Alberta Ltd., free and clear of the encumbrances listed in Schedule "C" to this Order, each of which shall be discharged and expunged (and in the case of any builders' liens, all Certificates of Lis Pendens in relation thereto, including any claims which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands unless expressly authorized herein);
 - (c) The new Certificates of Title shall remain subject to: the Permitted Encumbrance listed in Schedule "D" to the Order together with such new mortgages, caveats, utilizing rights of ways, easements, or other instruments as are listed in Schedule "D", and shall further be subject to a new first mortgage in favour of 541461 Alberta Ltd. in the form attached hereto as Schedule "E" in substitution of the Interim Lender's Charge (the "Interim Lender's Mortgage"). It is hereby declared and ordered that:
 - (i) The Interim Lender's Mortgage shall be registered as a first charge in priority to the mortgages of the 182 Mortgage and the PAC Mortgage;

- (ii) Each of the 182 Mortgage and the PAC Mortgage are postponed to the Interim Lender's Mortgage; and
 - (iii) This order shall be registered on each of the Certificates of Title to the Lands for the purpose of preserving the postponement noted in the foregoing paragraph.
 - (d) The Registrar of the Alberta Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by PADC of the Sale Agreement.
 7. Upon delivery of the Monitor's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Monitor in its capacity as Monitor of the Debtor and not in its personal capacity.
 8. For the purposes of determining the nature and priority of Claims, net cash proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net cash proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the

possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net cash proceeds from sale of the Purchased Assets without further order of this Court, provided however the Monitor may apply any part of such net cash proceeds to repay any amounts needed to discharge obligations under the Administration Charge as outlined in the Initial Order granted in these proceedings on November 29, 2016 (the "Initial Order").

9. Except as expressly provided for in the Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Monitor or the Debtor.
13. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Debtor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to

use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

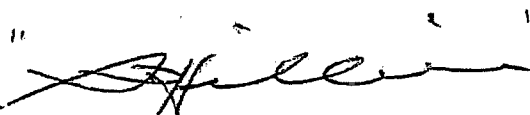
15. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of the Debtor; and
 - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

16. Notwithstanding the terms of this Order respecting the free and clear transfer and vesting of interest in the Purchased Assets free and clear of Claims, all claims of creditors against PADC or claims against others are specifically preserved and nothing herein contained shall be considered prejudicial to the interests of those creditors or those claims or as affecting or prejudicing any claims affecting any creditors ability to claim priority to payment against any other creditor.
17. No legal claims that have been postponed or are reasonably affected by these CCAA proceedings shall be detrimentally affected by the failure to take timely steps in any proceedings unless a Court of competent jurisdiction determines that the alleged prejudice was both foreseeable and avoidable having regard to all of the circumstances.
18. The Purchaser shall provide to the service list as soon as possible copies of the Assumption Agreements, including payment schedules if any, respecting the 182 Mortgage and the PAC Mortgage it is assuming.
19. The Debtor, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

20. This Honourable 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 Monitor 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 order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
21. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
 - (b) Posting a copy of this Order on the Monitor's website at: www.insolvency.deloitte.ca and service on any other person is hereby dispensed with.
22. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.
23. Notwithstanding the provisions of paragraph 7 of this Order, registration of this Order at the Land Titles Office is stayed for a period of 10 business days from the date of service of same. Thereafter it should be fully effective however, any further stay in respect of registration of this Order at the Land Titles Office shall be considered by a single Justice of the Court of Appeal who may consider same in conjunction with any application for a leave to appeal which may be brought.

24. This Order may be approved in counterpart and need only be approved by counsel for each of the Purchaser, Monitor, Weinrich, and Morgan.

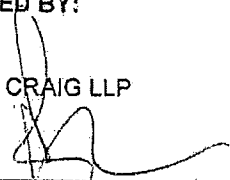


Justice of the Court of Queen's Bench of Alberta

APPROVED BY:

DUNCAN CRAIG LLP

Per:


Darren R. Bieganski, QC
Counsel for 2155734 Alberta Ltd.

OGILVIE LLP

Per:


Kentigern Rowan
Counsel for Deloitte Restructuring Inc.

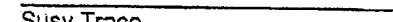
BRYAN & COMPANY LLP

Per:


Kevin Chapotelle
Counsel for Weinrich Contracting Ltd.

DLA PIPER (CANADA) LLP

Per:


Susy Trace
Counsel for Morgan Construction
And Environmental Ltd.

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Justice of the Court of Queen's Bench of Alberta

APPROVED BY:

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Per:

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Counsel for 2155734 Alberta Ltd.

BRYAN & COMPANY LLP
Per:


Kevin Chapotelle
Counsel for Weinrich Contracting Ltd.

OGILVIE LLP
Per:

Kentigern Rowan
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Justice of the Court of Queen's Bench of Alberta

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Darren R. Bieganek, QC
Counsel for 2155734 Alberta Ltd.

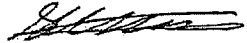
BRYAN & COMPANY LLP
Per:

Kevin Chapotelle
Counsel for Weinrich Contracting Ltd.

OGILVIE LLP
Per:

Kentigern Rowan
Counsel for Deloitte Restructuring Inc.

DLA PIPER (CANADA) LLP
Per:

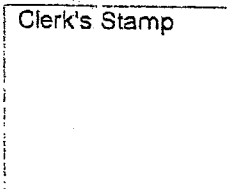

Susy Trace
Counsel for Morgan Construction
And Environmental Ltd.

Schedule "A"
Form of Monitor's Certificate

COURT FILE NUMBER 1603 20319

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON



IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC
1985, c. C-36 as amended

AND IN THE MATTER OF THE PARKLAND
AIRPORT DEVELOPMENT CORPORATION

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

DARREN BIEGANEK
Barrister & Solicitor
Phone: 780.441.4386
Fax: 780.428.9683
File #204-201086

DUNCAN CRAIG LLP
LAWYERS & MEDIATORS
2800 Scotia Place
10060 Jasper Avenue
Edmonton, AB T5J 3V9

RECITALS

- A. Pursuant to an Order of the Honourable Justice Burrows of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated November 29, 2016, Deloitte Restructuring Inc. was appointed as the monitor (the "Monitor") of Parkland Airport Development Corporation (the "Debtor").
- B. Pursuant to an Order of the Court dated April 17, 2019, the Court approved the proposed agreement of purchase and sale (the "Sale Agreement") between the Debtor and 2155734 Alberta Ltd. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ on _____, 2019.

**Deloitte Restructuring Inc., in its
capacity as Monitor of Debtor, and
not in its personal capacity.**

Per: _____

Name:

Title:

SCHEDULE B

Purchased Assets

LANDS

PLAN 1421472
BLOCK 1
LOT A
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 27.16 HECTARES (67.11 ACRES) MORE OR LESS

PLAN 1421472
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PLAN 1421472
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PLAN 1421472
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PLAN 1421472
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PLAN 1422007
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EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1422007
BLOCK 1
LOT B
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 45.785 HECTARES (113.14 ACRES) MORE OR LESS

EQUIPMENT & PERSONAL PROPERTY

Asset List is attached on the following page.

SCHEDULE C

Encumbrances to be Discharged

<u>Registration Number</u>	<u>Claimant</u>	<u>Type of Encumbrance</u>
142 345 595	Lafarge Canada Inc.	Builders' Lien
142 365 168	Morgan Construction and Environment Ltd.	Builders' Lien
142 433 498	Urban Systems Ltd.	Builders' Lien
152 046 277	Stoneco Aggregates Inc.	Writ
152 389 735	Jay Sidhu Transport Ltd.	Builders' Lien
152 390 919	1843622 Alberta Ltd.	Builders' Lien
152 397 323	Stewart Oilfield Services Ltd.	Builders' Lien
162 000 850	Single Source Asphalt Paving and Concrete	Builders' Lien
162 016 338	Petrowest Services Rentals LP	Builders' Lien
162 274 499	Max Fuel Distributors Ltd.	Writ
142 206 671	SMR Equipment Corp.	Builders' Lien
142 365 169	Morgan Construction and Environmental Ltd.	Builders' Lien
142 333 963	Weinrich Contracting Ltd.	Caveat – Agreement Charging Land
142 310 278	Weinrich Contracting Ltd.	Attachment Order
142 130 994	CPL6 Holdings Ltd.	Encumbrance
162 005 406	Brooklyn Whyte & Co. Ltd.	Caveat re: Purchaser's Interest
142 184 558	Parkland Airport Development	Caveat
992 028 749	Cedar Creek Energy Ltd.	Caveat re: Surface Lease Under 20 Acres
152 332 787	Brooklyn Whyte & Co. Ltd.	Caveat – Agreement Charging Land

162 005 407	Brooklyn Whyte & Co. Ltd.	Caveat re: Purchaser's Interest
162 194 980	Roseiko Enterprises Inc.	Caveat re: Amending Agreement

SCHEDULE D

Permitted Encumbrances

<u>Registration Number</u>	<u>Claimant</u>	<u>Type of Encumbrance</u>
132 399 557	Parkland Aerospace Corp.	Mortgage
142 018 344	1827101 Alberta Ltd.	Mortgage
Other Caveats, Easements, and Restrictive Covenants presently existing on title to the Lands and not otherwise noted specifically in Schedule "C"		

- 13 -

SCHEDULE E
Interim Lender's Mortgage

"THE LAND TITLES ACT"

MORTGAGE

2155734 ALBERTA LTD. c/o Duncan and Craig LLP 2800 Scotia Place, 10060 Japer Avenue, Edmonton, Alberta T5J 3V9 (herein called the "Mortgagor"), being registered owner of an estate in fee simple in possession subject to registered encumbrances, liens and interests, if any, in all that piece of land situate in the Province of Alberta, described as follows:

All those lands set forth in Schedule "A" attached hereto.

(which together with all buildings, fixtures and improvements now or hereafter erected, installed or located thereon and all appurtenances thereto is herein called the "Land"), IN CONSIDERATION of the sum of **One Million Two Hundred and Twenty Three Thousand Eight Hundred and Twenty Dollars and Twelve Cents (\$1,223,820.12)** in lawful money of Canada, (herein called the "Principal Sum"), lent to the Mortgagor as of June 15th, 2019 by **541461 Alberta Ltd.** having an address at **401, 316 Windermere Road NW, Edmonton, Alberta T6W 2Z8** (herein called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS WITH THE MORTGAGEE THAT:

1. **Covenant to Pay** - The Mortgagor shall pay to the Mortgagee at the above address or at such other place as the Mortgagee may designate, in lawful money of Canada, the Principal Sum together with interest thereon or on so much thereof as shall from time to time remain unpaid, at the rate of **Fifteen per cent (15.0%) per annum** calculated monthly and compounded semi-annually and not in advance, as well after as before maturity, both before and after default and judgment, until paid. The Principal Sum together with interest and all other monies hereby secured, shall be due and payable in any event on the **15th day of December, 2019**.

In the case of default by the Mortgagor, the Mortgagee may apply any payments received during the period of default in whatever order it may elect as between taxes, interest, repairs, insurance premiums, principal or other advances made on behalf of the Mortgagor.

2. **Overdue Interest** - All interest on becoming overdue shall be treated (as to payment of interest thereon) as principal, and shall bear compound interest at the rate herein prescribed, as well after as before maturity, to be computed and paid monthly, and all interest and compound interest shall be a charge on the Land. If any of the money hereby secured is not paid when due, the Mortgagor shall, so long as any part thereof remains unpaid, pay interest at the rate herein prescribed from day to day.
3. **Payments Generally** - All payments by the Mortgagor to the Mortgagee of whatsoever nature required or contemplated by this Mortgage shall be made, if the Mortgagee so requests, by way a series of cheques, post-dated to the respective due date of such payments, which the Mortgagor shall provide to the Mortgagee on demand, or by way of an automatic debiting system by which payments are deducted from the Mortgagor's

bank account and credited to the Mortgagee, all at the Mortgagor's cost and without prejudice to any other right or remedy of the Mortgagee.

4. **Insurance** - The Mortgagor shall:

- (i) forthwith insure and keep insured all buildings, fixtures and improvements now or hereafter located on the Land against loss or damage on an "all risk" (minimum "fire and extended coverage") basis for their full replacement cost value, with losses payable to the Mortgagee pursuant to approved mortgage clauses;
- (ii) maintain general public and third party liability insurance covering the Mortgagor and the Mortgagee against any claims for personal injury, death or property damage occurring on, in or about the Land in amounts not less than \$2,000,000.00;
- (iii) not do or suffer anything to be done whereby such insurance may be cancelled or vitiated;
- (iv) pay all premiums and other monies necessary to obtain and maintain such insurance;
- (v) provide evidence of such insurance to the Mortgagee at least 10 days before the existing insurance expires; and
- (vi) assign and deliver unto the Mortgagee such policies of insurance or receipts appertaining thereto. If the Mortgagor defaults in the performance of any of the above obligations, the Mortgagee shall be entitled, but not obliged, to place such insurance as it deems necessary, and the cost thereof, together with interest at the rate aforesaid, shall be repayable on demand and shall be a charge on the Land. All insurance proceeds payable in respect of any loss may, at the option of the Mortgagee, be applied towards rebuilding, reinstating or repairing the insured buildings, fixtures or improvements or towards any amounts payable hereunder.

5. **Taxes** - The Mortgagor shall pay when due all taxes, rates, assessments, liens, charges, encumbrances or claims (herein collectively called the "taxes") which are or may be or may become charged or chargeable against the Land and shall deliver to the Mortgagee receipts proving payment of the taxes at least 10 days prior to the due dates thereof, provided that:

- (a) the Mortgagee may deduct from any advance of monies hereby secured an amount sufficient to pay the taxes or any of them which have become due or payable and are unpaid at the date of such advance; and
- (b) the Mortgagor shall, at the option of the Mortgagee, in each year during the currency hereof pay to the Mortgagee in equal monthly instalments such amounts as in the opinion of the Mortgagee may be required to pay, prior to their due date, the annual taxes next coming due and payable; the said monthly instalments to be paid with and in addition to the monthly instalments of principal and interest due and payable under this Mortgage. The Mortgagor shall also pay to the Mortgagee before the due date of any taxes any additional sums that may be requisite in order that out of such monthly and additional payments the Mortgagee may pay the whole amount of the taxes on or before the due date thereof.

The Mortgagee shall apply such deduction and payments on the taxes as they become due but only so long as the Mortgagor is not in default under any covenant contained in this Mortgage, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of the taxes more often than annually. Provided, however, that if before any sum or sums so paid to the Mortgagee shall have been so applied there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may, at its option, apply such sum or sums in or towards payment of the principal and/or interest in default.

- 6. **Fixtures** - All property, erections, buildings, fences, machinery, equipment and improvements, fixed or otherwise, now or hereafter put, installed or erected on the Land, in addition to other fixtures thereon, shall become fixtures and form part of the realty and be included in the expression the "**Land**", and the Mortgagor shall not commit or suffer any act of waste thereon. The Mortgagor shall at all times repair, replace, maintain and keep the Land to such standards as are reasonable and consistent with modern usage and the best practice of others with similar lands, provided that the Mortgagee may at any time require the Mortgagor to repair, rebuild or replace same within a time determined by the Mortgagee and the Mortgagor shall within that time repair, rebuild or replace as required, at its own cost.
- 7. **Covenants Regarding Construction** If the Mortgagor constructs or causes to be constructed, any buildings, roads, utility services or improvements of any kind (the "**Project**") in, to or upon the said land or any part thereof, the Mortgagor covenants with the Mortgagee:
 - (a) To carry on construction of the Project continuously, diligently and with dispatch until completed in such a manner that, at all times, in the reasonable opinion of the Mortgagee, construction can be completed by such date as may be set out in the Commitment Offer or other agreement between the Mortgagor and the Mortgagee;

- (b) To devote its full efforts and energy to the development and construction of the Project, not to abandon or delay completion of the Project for 30 days or more consecutively during the term of this Mortgage, except for reasons beyond the control of the Mortgagor, or depart from the plans and specifications for the Project;
- (c) To construct or cause the Project to be constructed in a good and workman like manner in accordance with the plans and specifications for the Project using first class, quality materials and to comply with all restrictions, conditions, ordinances, codes, regulations and laws of governmental departments and agencies having direction over the Project;
- (d) To correct promptly all defects in the construction or variation in construction of the Project as reported to the Mortgagee by its consultants.

8. **Mortgagee May Perform** - If the Mortgagor fails to perform any covenant on its part herein contained, the Mortgagee may but shall not be obliged to perform any covenant capable of being performed by it. If such performance requires payment of money, the Mortgagee may make such payments and all sums so paid shall be repaid forthwith by the Mortgagor, shall bear interest at the rate herein provided until paid, shall be secured hereby and shall constitute a charge on the Land. Such performance or payment by the Mortgagee shall not be deemed to relieve the Mortgagor from any default hereunder.

9. **Costs and Expenses** - All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage, for examining the Land and the title thereto and for making or maintaining this Mortgage a charge on the Land, together with all sums which the Mortgagee may expend or incur in exercising, enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between a solicitor and his own client on a full indemnity basis, and also an allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or employee of the Mortgagee for any purpose herein provided whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, all shall be secured hereby, shall be a charge upon the Land, shall bear interest at the rate provided herein until paid and all such monies shall be repayable on demand, or if not demanded, then with the next ensuing installment payable hereunder. Without restricting the generality of the foregoing if the Mortgagor shall fail to make a payment or fail to make a payment on the due date or if the Mortgagor shall make the payment and the payment is returned or reversed for any reason; the Mortgagor shall pay to the Mortgagee the sum of **\$250.00** for each and every NSF, missed, late or reversed cheque for each payment that is outstanding and such fee shall accrue until such payment is made, both before and after default and judgement.

10. **LTA Covenants** - The Mortgagor further covenants with the Mortgagee that:

- (a) it has a good title to the Land;
 - (b) it has the right to mortgage the Land;
 - (c) on default the Mortgagee shall have quiet possession of the Land; free from all encumbrances;
 - (d) it will execute such further assurances of the Land as may be requisite;
 - (e) it has done no act to encumber the Land.
11. **Default** - If the Mortgagor shall default in payment of any money hereby secured or in the observance or performance of any of the covenants expressed herein or implied:
- (a) the whole of the monies secured by this Mortgage shall, at the option of the Mortgagee, become due and payable in like manner and to all intents and purposes as if the time in this Mortgage mentioned for payment thereof had fully come and expired;
 - (b) the Mortgagee may enter into possession, either by itself or its agent, of the Land and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the Land or any part thereof on such terms, for such periods and at such rent as the Mortgagee thinks proper; and that the power of sale herein embodied and contained, or which the Mortgagee may exercise under these presents, may be exercised either before or after, and subject to such demise or lease;
 - (c) it shall and may be lawful for, and the Mortgagor doth hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the Land or any part thereof and by distress warrant to recover as rent reserved as in the case of a demise of the Land, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;
 - (d) the Mortgagee may, whether in or out of possession, either before or after making any such entry, lease, sell, call in, collect or convert into money all or any part of the Land upon such terms, for such periods, at such rents, by a sale en bloc or in part, by public auction or by private contract, with or without any specific conditions as to upset price, reserve bid, title or evidence of title, or other matters from time to time as the Mortgagee in its discretion may think fit, with power to vary or rescind any such contract of sale, to buy in at any such auction and to resell without being answerable for any loss;

- (e) without limiting the generality of the foregoing, at any sale of the Land the Mortgagee may sell for a purchase price payable by instalments, either with or without taking security for the instalments;
- (f) the Mortgagee may deliver to the purchaser good and sufficient conveyances of such Land and give receipts for the purchase money; and
- (g) the Mortgagee may appoint a receiver or receiver/manager (collectively the "Receiver") of all or any portion of the Lands or of all or any portion of the rents, revenues, income or profits of or derived from the Lands, and such Receiver shall be deemed to be the agent of the Mortgagee and shall have all the rights and powers of the Mortgagee under or in respect of this Mortgage.

All of the foregoing powers may be exercised by the Mortgagee in addition to all other rights and remedies to which the Mortgagee may be entitled, either at law or in equity, without notice to the Mortgagor. In order to give effect to the powers granted in this Mortgage, the Mortgagor hereby irrevocably appoints the Mortgagee and any Receiver or Receivers appointed as aforesaid to be its attorney, if the security hereby granted becomes enforceable, in its name and on its behalf to execute and perform any conveyances, assurances and things which the Mortgagor ought to execute and perform under the covenants herein contained and generally to use the name of the Mortgagor in the exercise of any of the powers hereby conferred on the Mortgagee and any Receiver.

- 12. **Deficiency** - If the amount realized under any sale of the Land is insufficient to pay the whole of the principal, interest, costs, charges and expenses and any monies secured hereby when due, the Mortgagor shall forthwith pay or cause to be paid unto the Mortgagee such deficiency.
- 13. **Non Merger** - The taking of a judgment on any of the covenants herein contained shall not operate as a merger thereof or affect the Mortgagee's rights as herein provided.
- 14. **Partial Discharge** - Notwithstanding anything to the contrary contained in paragraph 16 although the Mortgagor shall not be entitled to a complete discharge of this Mortgage until after receipt of the entire principal sum, interest thereon, and all other monies secured, the Mortgagee shall from time to time release portions of the Land (each such portion being hereinafter referred to as "Release Parcel") provided that:
 - (a) the Mortgagor is not in default of any covenant or undertaking to be observed or performed by the Mortgagee under this Mortgage;
 - (b) the Mortgagor shall have made payment in reduction of the principal sum for each Release Parcel of an amount equal to ninety (90%) percent of the gross sale price of any Release Parcel; and

- (c) the Mortgagor has paid all interest which has accrued due upon the amount of the principal payment to be made pursuant to paragraph 16(b) above from the last preceding the date of such payment to the date of such payment.
15. **Discharge** - Any discharge of this Mortgage shall be prepared by the Mortgagee and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have prepared and to execute such discharge, and a tender of the monies hereby secured shall not entitle the Mortgagor to receive such discharge, and interest as herein described shall continue to run and accrue until actual payment in full has been received by the Mortgagee, and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.
16. **Subrogation** - In the event of the monies secured hereby or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid whether such encumbrance or charge has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid shall be final and binding on the Mortgagor.
17. **Attornment** - The Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Land at a periodic rental equivalent to the payments required to be made by this Mortgage, which rental payments are to be paid on each day appointed for the payment of instalments, and at any time after the security granted hereby becomes en-forceable the Mortgagee may enter upon the Lands and determine the tenancy hereby created without giving the Mortgagor any notice to quit. Neither this covenant, nor any other provision of this Mortgage, nor anything done by virtue thereof shall render the Mortgagee a Mortgagee in possession or accountable for any monies except those actually received.
18. **Assignment of Rents** - The Mortgagor covenants and agrees:
- (i) it hereby fully and absolutely assigns, transfers and sets over to the Mortgagee:
 - (1) all of the rents with respect to the Lands which are now or in the future due or accruing due and payable or to be paid, including, without restriction, the rents payable under the Leases, and
 - (2) all of the Landlord's benefits, advantages and rights (but not the obligations) in all Leases and the legal authority to enforce each and every of those benefits, advantages and rights in all Leases; and

- (3) all benefits or rights of action accruing to the Mortgagor arising from any estoppel certificate or other assurance or document provided to the Mortgagor by a tenant of the Lands.
- (ii) This Assignment shall be effective during the currency of the Mortgage;
- (iii) Nothing contained herein shall be deemed to have the effect of making the Mortgagee responsible for the collection of the rents, or any part thereof, or for the performance of any Landlord's or Lessor's obligations (covenant, term or condition) in any Lease;
- (iv) The Mortgagee shall, at its option, be entitled to enforce and rely upon this Assignment upon the occurrence of an event of default;
- (v) The Mortgagee shall not, by reason of this section or by reason of any steps, actions, distress or other proceedings taken to enforce any of the rights granted to it hereunder, be deemed to be or will be a Mortgagee in possession of the Lands or any part thereof;
- (vi) The Mortgagee shall be liable only to account to the Mortgagor for such monies as may be actually received by the Mortgagee. The Mortgagee agrees that such monies, when received, shall be applied on account of the Mortgage monies;
- (vii) Neither this Assignment or anything contained herein shall bind the Mortgagee to recognize any Lease, nor in any way render the interest of the Mortgagee in the Lands subject to any such Lease. All remedies now or hereafter available to the Mortgagee as described in this Mortgage or in any Collateral Security granted to the Mortgagee by the Mortgagor are hereby reserved to the Mortgagee and may be exercised notwithstanding any Lease or this Assignment;
- (viii) The Mortgagor represents to the Mortgagee that no rental monies in excess of one monthly instalment has been paid in advance under any Lease and that the Mortgagor will not demand or accept in advance any rents reserved or payable under any Lease in excess of one monthly instalment without the prior consent of the Mortgagee;
- (ix) As collateral security, the Mortgagor will immediately upon request from the Mortgagee assign to the Mortgagee the Mortgagor's interest in each and every specific Lease;
- (x) In the event that the Mortgagor shall be in default in the observance or performance of any of the terms or conditions of this Assignment, then, at

the option of the Mortgagee the Mortgage monies shall forthwith become due and payable and in default of payment, the Mortgagee shall be entitled to exercise such remedies to realize its security under the Mortgage, as it may by law or equity be entitled;

- (xi) The Mortgagor hereby acknowledges that this Assignment constitutes and creates interests in land in favour of the Mortgagee and the Mortgagor agrees that the Mortgagee or its agent may forthwith register this Assignment at such Registry Offices as the Mortgagee or its agent may in their discretion deem appropriate, including but not limited to registration at the Land Titles Office for the North or the South Alberta Land Registration District. In addition the Mortgagee is hereby authorized and directed to register a Caveat or Caveats against title to the Lands giving notice of the fact that this Assignment has been granted and is contained in this Mortgage. In consideration of the sum of \$1.00 and the Mortgagee agreeing to lend the monies described herein, the Mortgagor and its successors and assigns, whether permitted or not, hereby covenant not to take any steps whatsoever so as to challenge or remove such Caveat or Caveats until the Mortgage monies and all obligations set forth herein have been fully paid and satisfied.
- (xii) As of the date of execution of this Mortgage:
 - (1) All Leases are valid, subsisting and in good standing,
 - (2) It has the right to assign the Leases to the Mortgagee as collateral security for repayment of the Mortgage monies and, has not previously assigned the Leases, the rents payable thereunder or any interest therein, and
 - (3) none of the tenants under the Leases are in default of any of their respective obligations thereunder;
- (xiii) To faithfully perform any Lessor's covenants which it may have undertaken or which it may undertake under any Lease and neither do, nor neglect to do, nor permit to be done, any act (other than pursuing the enforcement of the terms of such Lease in the exercise of the Lessor's remedies thereunder following default on the part of any Lessee in the performance of its prescribed obligations) which may cause the material modification or the termination of any Lease, or of the obligations of any Lessee or any person claiming through such Lessee or which may diminish or impair the value of any Lease, or the rents provided for therein, or the interest of the Lessor or of the Mortgagee therein or thereunder;

- (xiv) Not to permit an assignment of any Lease or any subleasing thereunder unless the right to sublet or assign under the Lease is expressly reserved by the Lessee nor to collect in advance for more than one month any rents that may become collectable under such Lease;
 - (xv) It will not execute a Mortgage or create or permit a lien which may be or become superior to any Lease and which charges are duly registered or protected in accordance with the provisions of *The Land Titles Act* of Alberta, Chapter L 4, Revised Statutes of Alberta, 2000, and any amendments thereto; and
 - (xvi) In the ownership, operation and management of the Lands, the Mortgagor will observe and comply with all applicable Federal, Provincial and local bylaws, statutes, ordinances and regulations, orders and restrictions including without limitation, all zoning and building codes affecting the Lands.
19. **Prepayment Rights:** The Borrower may prepay the Loan in whole or in part without penalty or notice.
20. **Administration Fee -** In the event of a default then the Mortgagee shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements an administration and management fee. This administration and management fee is intended to reimburse the Mortgagee for time and trouble in the management and administration of this Mortgage and of the Lands when the Mortgagor is in default. The said sum or sums are agreed to be a liquidated amount to cover the Mortgagee's reasonable administration and management costs and are not intended nor shall be construed to be a penalty. All such sums payable to the Mortgagee shall be a charge upon the Lands and shall bear interest at the interest rate set out herein until paid.
21. **Land Titles Name Search-** The Mortgagor hereby authorizes and consents to the Mortgagee, being a credit-granting corporation, conducting a name search from time to time, as the Mortgagee in its sole discretion deems necessary, including without limitation, a name search in accordance with Sections 16 and 17 of *The Land Titles Act* R.S.A. 2000, c. L-4, as amended, or in accordance with such legislation that may hereafter replace or be passed in substitution thereof.
22. **Prior Encumbrances -** If the Mortgagor makes default in the performance of any of the covenants or conditions contained in any prior Mortgage secured upon the said Land, then all the monies hereby secured, including bonuses, together with interest shall at the option of the Mortgagee become due and payable on demand. The Mortgagee shall be at liberty in case of such default or default hereunder to pay any arrears or other sums

payable under such prior mortgage or pay all or any portion of the principal and interest thereby secured. Any amounts so paid by the Mortgagee shall be added to the amount hereby secured, bear interest at the rate herein provided until repaid, be a charge upon the said Land, and unless repaid to the Mortgagee upon demand shall be recoverable from the Mortgagor in the same manner as if such sum has been originally secured hereby.

23. **Additional Charges** - The Mortgagor shall not charge, mortgage or finance the Lands or allow any subsequent charges, mortgages or financial instruments to be registered against the Lands without the express written authorization of the Mortgagee. Any additional charges, mortgages or financings registered against the Lands without express written authorization of the mortgagee shall be considered a default of this Mortgage.
24. **Due on Sale Provisions** - In the event that the Mortgagor, without the prior written consent of the Mortgagee, which consent may be unreasonably withheld, directly or indirectly sells, conveys, transfers, further encumbers, disposes of or parts with possession of the Land or any part thereof, or grants any option or right of first refusal to purchase or lease of the Land or any part thereof, or any interest therein or agrees so to do, such shall constitute default under this Mortgage and the Mortgagee, at its option and in its sole discretion, may declare the principal sum, interest and all other monies secured hereby due and payable, to the same extent as if the time for payment therefor had fully expired. No consent by the Mortgagee hereunder shall be deemed a waiver of the right to require consent to future or successive transactions.
25. **Condominium Provision** - The Mortgagor shall observe and perform each and every one of the covenants and provisions required to be observed and performed under or pursuant to the terms of this Mortgage, and of *The Condominium Property Act*, of Alberta, and all amendments thereto, and any legislation passed in substitution thereof, and the by-laws of the Condominium Corporation of which the Mortgagor is a member by virtue of his ownership of the condominium unit being charged by this Mortgage (herein sometimes called the "**Condominium Corporation**"), and any amendments thereto; without limiting the generality of the foregoing, the Mortgagor shall pay promptly when due any and all unpaid assessments, instalments or payments due to the Condominium Corporation by an owner of a condominium unit. If the Mortgagor defaults in his obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the Condominium Corporation or upon breach of any covenant or provision hereinbefore in this paragraph contained, including those covenants and provisions referred to herein, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor may deem such default to be default under the terms of this Mortgage and proceed to exercise its rights herein; upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under this clause.

- 26. **Interpretation** - Whenever the singular or plural number, masculine, feminine or neuter gender is used in this Mortgage it shall be construed as including the singular, plural, masculine, feminine or neuter respectively where the fact or context so requires. If this Mortgage is executed by more than one party all covenants and agreements shall be construed as binding such parties jointly and severally. The provisions of this Mortgage shall be in addition to those granted or implied by statute.
- 27. **Enurement** - This agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 28. **Charging** - And for the better securing to the Mortgagee the repayment in the manner aforesaid of the Principal Sum and interest and other money hereby secured, the Mortgagor does hereby mortgage to the Mortgagee all the Mortgagor's estate and interest in the Land.

IN WITNESS WHEREOF the Mortgagor has executed this agreement this ___ day of June, 2019.

SIGNED SEALED and DELIVERED
in the presence of:

} 2155734 ALBERTA LTD..
}
}
} Per: _____
} Name:
} Title:

SCHEDULE A

The Lands

**FORM 31.1
LAND TITLES ACT
(Section 152.3)**

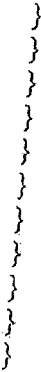
**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, _____, of the City of Edmonton, in the Province of Alberta,
MAKE OATH AND SAY:

1. I am an officer or director of 2155734 ALBERTA LTD., named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me
at the City of Edmonton
in the Province of Alberta
this _____ day of June, 2019.

A Commissioner for Oaths in and
for Alberta



AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA)	I, _____,
)	of the City of _____
PROVINCE OF ALBERTA)	in the Province of Alberta,
)	MAKE OATH AND SAY:
TO WIT:)	

1. I was personally present and did see _____ who signed on behalf of 2155734 ALBERTA LTD., as its officer or director, named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person and he/she is in my belief of the full age of eighteen years.

SWORN before me
at the City of Edmonton
in the Province of Alberta
this ____ day of June, 2019.

A Commissioner for Oaths in and
for Alberta

Appendix "B"

Form of Monitor's Certificate

COURT FILE NUMBER

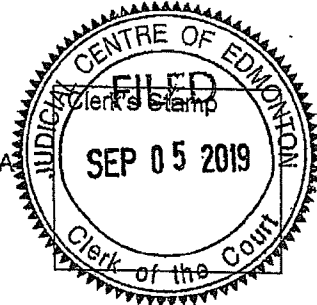
1603 20319

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON



I hereby certify this to be a true copy of the original.

[Signature]
for Clerk of the Court

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, RSC
1985, c. C-36 as amended

AND IN THE MATTER OF THE PARKLAND
AIRPORT DEVELOPMENT CORPORATION

DOCUMENT

MONITOR'S CERTIFICATE

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING
THIS DOCUMENT

DARREN BIEGANEK, Q.C.
Barrister & Solicitor
Phone: 780.441.4386
Fax: 780.428.9683
File #204-201086

DUNCAN CRAIG LLP
LAWYERS & MEDIATORS
2800 Scotia Place
10060 Jasper Avenue
Edmonton, AB T5J 3V9

RECITALS

- A. Pursuant to an Order of the Honourable Justice Burrows of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the "Court") dated November 29, 2016, Deloitte Restructuring Inc. was appointed as the monitor (the "Monitor") of Parkland Airport Development Corporation (the "Debtor").
- B. Pursuant to an Order of the Court dated April 17, 2019, the Court approved the proposed agreement of purchase and sale (the "Sale Agreement") between the Debtor and 2155734 Alberta Ltd. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at 9 on September, 2019.

Deloitte Restructuring Inc., in its
capacity as Monitor of Debtor, and
not in its personal capacity.

Per: 

Name: DARREN M. CROCKER

Title: SENIOR VICE-PRESIDENT

Appendix "C"



OUR FILE: 3089.58
YOUR FILE: 1903 0139AC
REPLY TO:
KENTIGERN A. ROWAN QC
DIRECT LINE: (780) 429-6236
DIRECT FAX: (780) 429-4453
EMAIL: krowan@ogilvIELaw.com

December 12, 2019

Sent Via Facsimile To: (780) 422-4127

Court of Appeal of Alberta
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

Attention: Bobbi Jo McDevitt

Dear Madam:

Re: **Wiebe et al. v. Weinrich Contracting Ltd.**
Court of Appeal Action No. 1903 0139AC

We are counsel for Deloitte Restructuring Inc.

Our client was appointed Monitor pursuant to proceedings instituted by Parkland Airport Development Corporation under the *Companies Creditors' Arrangement Act*.

Deloitte Restructuring Inc. has been named as an Other Party in the above-referenced appeal.

We advise that Deloitte Restructuring Inc. does not intend to file a Factum in these proceedings, nor does it intend to participate in this appeal.

Should you require anything further, please feel free to contact the writer.

Yours truly,

Ogilvie LLP

Per:


KENTIGERN A. ROWAN QC
KAR/sg
Enclosures

- cc: Hajduk Gibbs LLP
Attention: Richard B. Hajduk
Counsel for the Appellants
- cc: Bryan & Company LLP
Attention: Kevin Chapotelle
Counsel for the Respondents
- cc: Reynolds Mirth Richards & Farmer LLP
Attention: Michael McCabe, Q.C.
Counsel for Parkland Airport Development Corporation
- cc: Duncan Craig LLP
Attention: Darren R. Bieganeck, Q.C.
Counsel for 2155734 Alberta Ltd.
- cc: Client

Appendix "D"

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

Date	Staff	Hours	Rate	Total	Description
11/29/2016	Chan, Garrett	2.00	350.00	700.00	Review application materials; prepare draft Forms 1 and 2 for the Superintendent of Bankruptcy; prepare draft notice to creditors; create webpage for CCAA (Companies' Creditors Arrangement Act)
11/29/2016	Crocker, Darren	1.80	580.00	1,044.00	Prepare for court application and attend same
11/30/2016	Chan, Garrett	2.00	350.00	700.00	Kickoff meeting with Mr. Crocker to discuss establishment of monitoring program, OSB (Office of Superintendent of Bankruptcy) filings, etc.; revise Form 1; phone call to OSB; email documents to OSB as per regulations; phone discussion with Mr. Gilgen
11/30/2016	Crocker, Darren	1.10	580.00	638.00	Meeting with Mr. Garrett Chan; telephone call with Mr. Don MacLean; telephone call with Mr. Michael McCabe
12/1/2016	Chan, Garrett	7.60	350.00	2,660.00	Travel to and attend at airport office; meet with Mr. Gilgen and Silke Gilgen to review company's affairs; travel to office; email to Edmonton Sun to post newspaper ad; revise Form 2 and email to OSB; engagement planning; draft preamble to webpage
12/1/2016	Crocker, Darren	1.00	580.00	580.00	Discussions with Mr. Chan and Mr. Knox; review and revise required forms for OSB filing
12/1/2016	Gaspar, Dana	0.50	250.00	125.00	Review webpage, make necessary changes.
12/2/2016	Chan, Garrett	0.10	350.00	35.00	Review newspaper ad proof and respond with revision
12/2/2016	Chan, Garrett	0.20	350.00	70.00	Review emails from Mr. Gilgen; phone discussion with Mr. Gilgen; email to Mr. Knox regarding creditor list
12/5/2016	Chan, Garrett	0.30	350.00	105.00	Review revised newspaper ad; review creditor list for mailout; emails to Mr. Gilgen and Mr. Knox
12/5/2016	Knox, Christopher	2.00	190.00	380.00	Compiled addresses into master creditor list, confirmed with Parkland the listing and made adjustments to information, located missing addresses, e-mailed notice to those with no addresses and only e-mails, forwarded documents and list to One Team to complete mail out
12/6/2016	Celino, Michael	1.00	75.00	75.00	Mail out
12/6/2016	Chan, Garrett	0.10	350.00	35.00	Respond to email from Mr. Charlie Sherman of Myshak
12/6/2016	Chan, Garrett	0.90	350.00	315.00	Review emails from Mr. Gilgen; revise creditor list; instructions to Mr. Knox and Ms. Gaspar to post list to website; follow up on mailing of notices; email to Mr. Crocker; post notice to creditor to webpage
12/6/2016	Flynn, Wendy	0.20	75.00	15.00	Merge and print mailing labels
12/6/2016	Gaspar, Dana	0.50	250.00	125.00	Update website
12/6/2016	Knox, Christopher	0.40	190.00	76.00	Assisted with preparation of templates, creditor list and mail out, Scanned and saved mailing affidavit to system, Contacted Parkland for additional information to complete documents
12/6/2016	Leenders, Kathryn	0.40	75.00	30.00	Mail Out
12/7/2016	Chan, Garrett	4.30	350.00	1,505.00	Establish monitoring program; prepare letters to company; email to Mr. Gilgen; phone discussion with Mr. Gilgen
12/7/2016	Crocker, Darren	2.60	580.00	1,508.00	Review material for court report; discussion with Mr. Chan
12/8/2016	Chan, Garrett	4.40	350.00	1,540.00	Review email from Mr. Gilgen; rework cash flow template; work on monitoring program and cash-flow review; review email from Mr. Sherman and respond; leave voicemail with Mr. Gilgen requesting status update; phone discussion with Mr. Gilgen
12/8/2016	Crocker, Darren	5.70	580.00	3,306.00	Work on first report to Court; discussions with Mr. Rowan and Mr. McCabe; review draft cash flow
12/9/2016	Chan, Garrett	5.30	350.00	1,855.00	Meeting with Mr. Crocker; work on Monitor's First Report; work on cash-flow reports; phone discussion with Mr. Gilgen; review emails from Mr. Gilgen; meeting with Mr. Gilgen; finalize Monitor's First Report
12/9/2016	Crocker, Darren	5.00	580.00	2,900.00	Telephone calls and emails with Mr. Rowan and Mr. McCabe; discussions with Mr. Chan regarding monitoring and operations; finalize First Report to Court and Cash Flow
12/9/2016	Knox, Christopher	0.20	190.00	38.00	Scanned and saved Monitor's report to cash flow to system and sent to Court by courier
12/9/2016	Smith, Gordon G	0.80	580.00	464.00	Quality Assurance Review on draft report
12/12/2016	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen regarding monitoring report and receivable balance
12/12/2016	Chan, Garrett	0.40	350.00	140.00	Update website; email to Ms. Gaspar
12/12/2016	Crocker, Darren	0.20	580.00	116.00	Review and respond to email from Ms. Gaspar; review email from Mr. Chan
12/12/2016	Crocker, Darren	1.30	580.00	754.00	Review financial information received from Mr. Gilgen including Monitoring Report and backup information and financial statements for November
12/12/2016	Gaspar, Dana	0.30	250.00	75.00	Update website

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

12/13/2016	Crocker, Darren	1.70	580.00	986.00	Review email from Mr. Gilgen; review application, Affidavit of Mr. Gilgen and bench brief; telephone call to Mr. Rowan; discussions with staff regarding monitoring
12/15/2016	Chan, Garrett	0.30	350.00	105.00	Review email from Mr. Sherman; review email from Mr. Gilgen; email to Mr. Sherman and instructions to Mr. Knox to post creditor list
12/15/2016	Crocker, Darren	1.10	580.00	638.00	Telephone call from Mr. Rowan; review email from Mr. McCabe; review email from Ms. Wanke; review email from Mr. Hladeshevsky; review materials for court application
12/15/2016	Crocker, Darren	2.60	580.00	1,508.00	Discussion with Ms. Gaspar; attend court application
12/15/2016	Gaspar, Dana	1.50	250.00	375.00	Attend Court for extension of stay
12/15/2016	Knox, Christopher	0.50	190.00	95.00	Contacted Parkland to obtain further information for creditor, added creditor to listing, removed old listing from webpage and uploaded corrected list to Deloitte insolvency webpage.
12/16/2016	Chan, Garrett	0.20	350.00	70.00	Review email from Mr. Gilgen and respond
12/16/2016	Crocker, Darren	0.30	580.00	174.00	Review email and draft order received from Mr. Rowan; telephone call with same to discuss
12/19/2016	Chan, Garrett	0.20	350.00	70.00	Phone discussion with Mr. Gilgen
12/19/2016	Crocker, Darren	0.90	580.00	522.00	Telephone call from company accountant to discuss filing of corporate tax returns and preparation of financial statements; review weekly cash flow report and accounts receivable report; review email from Mr. MacLean; review email from Mr. Chan
12/20/2016	Chan, Garrett	0.10	350.00	35.00	Review email from Mr. Gilgen
12/21/2016	Crocker, Darren	0.70	580.00	406.00	Review email and term sheet; telephone call with Mr. MacLean
12/21/2016	Knox, Christopher	0.40	190.00	76.00	Received e-mail regarding creditor missing from list, added creditor to master list as well as website list, deleted old list and uploaded new list to insolvency webpage
12/23/2016	Chan, Garrett	0.10	350.00	35.00	Email from Mr. Crocker
12/23/2016	Crocker, Darren	0.20	580.00	116.00	Review correspondence from Bryan and Company; email to Mr. Chan
12/23/2016	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. MacLean; review email from Mr. Gilgen
1/3/2017	Chan, Garrett	0.20	350.00	70.00	Phone discussion with Mr. Gilgen update on interim financing
1/3/2017	Crocker, Darren	1.60	580.00	928.00	Review email from Ms. Speedtsberg; discussion with Mr. Chan regarding monitoring; review voice message from Ms. Michelle Dugan regarding outstanding receivable for Parkland Airport; review email from Mr. MacLean; review loan agreement;
1/4/2017	Crocker, Darren	1.80	580.00	1,044.00	Email to Mr. MacLean regarding loan agreement and information needed for transaction review; review and respond to email from Mr. MacLean; review list of points raised by legal counsel for lender; email to Mr. MacLean; conference call with Mr. MacLean
1/4/2017	Knox, Christopher	1.50	190.00	285.00	Received updated service list, added creditors to master list and updated contact information, updated creditor list for website, removed old list and uploaded updated list to website.
1/5/2017	Crocker, Darren	1.20	580.00	696.00	Review revised loan agreement; telephone call to Mr. MacLean; review email from Mr. McCabe; review and respond to emails from Mr. MacLean regarding information needed for reviewable transaction review
1/6/2017	Crocker, Darren	2.20	580.00	1,276.00	Review numerous emails regarding loan agreement; discussion with staff regarding information on review of transactions; review and sign off on final loan agreement; email to Mr. MacLean; email to legal counsel regarding loan agreement and interim invoice
1/9/2017	Crocker, Darren	1.00	580.00	580.00	Review and respond to email from Mr. MacLean; review email from Mr. Gilgen; review email from Mr. MacLean; meeting with Ms. Harris regarding interim invoice and time dockets
1/10/2017	Crocker, Darren	0.10	580.00	58.00	Review and respond to email from Mr. Knox
1/10/2017	Knox, Christopher	0.50	190.00	95.00	Received invoice from Postmedia regarding newspaper ads. Forwarded invoice to Mr. Crocker for direction for payment, discussed payment with Mrs. M. Harris. Sent request to Postmedia to clarify on previous balance owing.
1/12/2017	Chan, Garrett	0.60	350.00	210.00	Review email from Mr. Gilgen; email to Mr. Gilgen regarding monitoring and interim financing
1/12/2017	Knox, Christopher	1.00	190.00	190.00	Reviewed correspondence from Postmedia; discussed with Ms. M. Harris for payment of Parkland advertisements and informed Mr. Crocker of status
1/16/2017	Knox, Christopher	0.20	190.00	38.00	Created Quality Assurance Report folders on the network and for the paper folder.
1/18/2017	Chan, Garrett	0.20	350.00	70.00	Review email from Mr. Gilgen; phone call with Mr. Gilgen; email to Mr. Crocker
1/18/2017	Crocker, Darren	0.90	580.00	522.00	Review cash flow and attachments; review email from Mr. Gilgen; email to Mr. Chan; review email from Mr. Chan
1/19/2017	Chan, Garrett	0.10	350.00	35.00	Email from Mr. Gilgen

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Appendix "D"

1/20/2017	Chan, Garrett	0.10	350.00	35.00	Email from Mr. Gilgen
1/20/2017	Knox, Christopher	0.50	190.00	95.00	Received e-mail from Mr. Gilgen regarding corrections required on creditor list. Updated the creditor list for the website as well as the master creditor list. Uploaded updated list to insolvency webpage.
1/23/2017	Knox, Christopher	0.40	190.00	76.00	Received returned mail from Lizotte Concrete, searched for updated address. Reviewed master creditor list, scanned notice and e-mailed notice to e-mail address available for Lizotte Concrete.
1/24/2017	Chan, Garrett	0.10	350.00	35.00	Emails with Ms. Gaspar
1/24/2017	Gaspar, Dana	2.00	250.00	500.00	Emails from/to Mr. Chan, review documents and create spreadsheet summarizing lot transfers.
1/25/2017	Crocker, Darren	0.50	580.00	290.00	Discussion with Ms. Wanke regarding transfer of lots in exchange for reduction in mortgage amount; telephone call from Mr. Rowan; review voice message from Mr. MacLean
1/30/2017	Chan, Garrett	0.50	350.00	175.00	Review email from Mr. Gilgen; phone call with Mr. Gilgen; review lot transaction spreadsheet; discussion with Mr. Crocker
1/30/2017	Crocker, Darren	1.80	580.00	1,044.00	Telephone call with Mr. Don MacLean; review information on lot transfers received from Mr. Gilgen; meeting and discussions with Mr. Chan regarding same
2/1/2017	Chan, Garrett	0.10	350.00	35.00	Review email from Mr. Crocker and Mr. MacLean
2/1/2017	Crocker, Darren	0.90	580.00	522.00	Further review of material provided by Mr. Gilgen regarding lot transfers; email to Mr. MacLean and Mr. Chan requesting further details and supporting documentation
2/8/2017	Chan, Garrett	0.20	350.00	70.00	Phone call with Mr. MacLean
2/9/2017	Chan, Garrett	0.30	350.00	105.00	Phone call with Mr. Gilgen; phone call with CRA
2/13/2017	Crocker, Darren	0.60	580.00	348.00	Discussion with Mr. Chan; review email from Mr. McCabe
2/14/2017	Chan, Garrett	5.10	350.00	1,785.00	Review monitoring information; work on variance and cash-flow model for second report; phone call with Mr. Gilgen
2/14/2017	Crocker, Darren	1.20	580.00	696.00	Review and respond to email from legal counsel; telephone call to Mr. MacLean; discussions with Mr. Chan regarding provision of information regarding lot transfers and cash flow status
2/15/2017	Chan, Garrett	6.30	350.00	2,205.00	Review monitoring reports provided by debtor; reconcile disbursements and receipts to bank statements; analysis of monitoring information; work on cash-flow and variance analysis for report
2/15/2017	Crocker, Darren	2.40	580.00	1,392.00	Review voice message from Mr. MacLean; review emails from Mr. Gilgen; discussions with Mr. Chan; report drafting; review voice message from Mr. MacLean and return call to same
2/16/2017	Chan, Garrett	7.40	350.00	2,590.00	Lot transfer analysis; email to Mr. Gilgen; phone calls with Mr. Gilgen
2/16/2017	Crocker, Darren	2.30	580.00	1,334.00	Review CRO (Chief Restructuring Officer)'s first report; review information provided by Mr. Gilgen regarding lot transfers
2/17/2017	Chan, Garrett	6.60	350.00	2,310.00	Phone calls with Mr. Gilgen regarding lot transfer and cash-flow; discussion with Mr. Crocker regarding second report; work on cash-flow projection; revise lot transfer summary; review CRO report; calculation of DIP (Debtor-in-Possession) loan usage
2/17/2017	Crocker, Darren	6.30	580.00	3,654.00	Discussions with Mr. Chan; telephone call with Mr. MacLean; email to Mr. Rowan; review application materials filed by debtor; review cash flow statements and variance analysis; finalize first draft of Monitor's Second Report; review and respond to email from Mr. Rowan
2/21/2017	Chan, Garrett	1.30	350.00	455.00	Revise Management's Report on Cash-Flow; email and phone call with Mr. Gilgen; discussion with Mr. Crocker; assemble report; draft letter to Mr. McCabe
2/21/2017	Crocker, Darren	1.90	580.00	1,102.00	Review cash flow and report of Management; review exhibits for report and finalize report; discussion with Mr. Chan; discussion with Mr. Smith regarding draft report; email to Mr. McCabe, Mr. Gilgen, Mr. MacLean and Mr. Rowan
2/21/2017	Knox, Christopher	0.60	190.00	114.00	Prepared quality assurance review document and attached to Second Report of the Monitor for review and completion. Created legal invoice folder on system, scanned and saved legal invoices to system.
2/21/2017	Smith, Gordon G	0.60	580.00	348.00	Quality assurance review of Monitor's second report
2/22/2017	Chan, Garrett	2.10	350.00	735.00	Draft letter of representation and monitoring acknowledgment; emails and phone call with Mr. Gilgen; review disbursement
2/22/2017	Crocker, Darren	0.40	580.00	232.00	Review invoices received from external accountant for PADC; emails to and from Mr. MacLean regarding same; email to Mr. Gilgen
2/23/2017	Crocker, Darren	0.50	580.00	290.00	Review information regarding lots transferred; email to Mr. Bieganek
2/24/2017	Chan, Garrett	0.20	350.00	70.00	Monitoring

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2/24/2017	Crocker, Darren	0.40	580.00	232.00	Review application material filed by first mortgagee and bench brief; review and respond to email from Mr. Rowan
2/27/2017	Chan, Garrett	0.20	350.00	70.00	Phone call with surrounding land owner representative; review email from Mr. Gilgen
2/27/2017	Crocker, Darren	3.60	580.00	2,088.00	Prepare for court application; review report; discussions with legal counsel; telephone call from Mr. McCabe; attend court application
2/28/2017	Chan, Garrett	0.20	350.00	70.00	Phone call to CRA; discussion with Mr. Crocker
2/28/2017	Crocker, Darren	0.20	580.00	116.00	Review and respond to email from legal counsel; discussion with Mr. Chan regarding extension
3/1/2017	Chan, Garrett	0.30	350.00	105.00	Email to Mr. Gilgen; revise lot transaction spreadsheet
3/2/2017	Chan, Garrett	0.10	350.00	35.00	Phone call with Ms. Poburan
3/3/2017	Chan, Garrett	0.10	350.00	35.00	Emails with Mr. Crocker and creditor
3/15/2017	Chan, Garrett	0.10	350.00	35.00	Phone call with Ms. Poburan
3/16/2017	Chan, Garrett	0.50	350.00	175.00	Phone call with Mr. Gilgen; email to Mr. Gilgen; review lot transfer summary; phone call with Ms. Poburan
3/17/2017	Chan, Garrett	2.30	350.00	805.00	Teleconference with Ms. Poburan and Mr. Rowan; emails with Ms. Poburan; work on lot transfer spreadsheet; phone call with shareholder
3/20/2017	Chan, Garrett	4.40	350.00	1,540.00	Emails with Mr. Crocker and Mr. Gilgen; phone call to Ms. Poburan; review land title information; revise lot transfer spreadsheet; preference and transfer at undervalue analysis
3/20/2017	Chan, Garrett	1.40	350.00	490.00	Draft memo on preference and lot transfer analysis
3/21/2017	Chan, Garrett	1.70	350.00	595.00	Corporate searches for related parties; update memo on lot transfers; meet with Mr. Crocker to discuss lot transfers
3/22/2017	Chan, Garrett	0.40	350.00	140.00	Work on lot transfer report
3/23/2017	Chan, Garrett	2.50	350.00	875.00	Work on Monitor's Report
3/24/2017	Chan, Garrett	6.90	350.00	2,415.00	Work on Monitor's report on review of transactions
3/1/2017	Crocker, Darren	0.60	580.00	348.00	Review emails in preparation for conference call; conference call with Mr. Rowan and Ms. Poburan
3/3/2017	Crocker, Darren	0.50	580.00	290.00	Review and respond to email from Mr. Chan; review email from Ms. Proburan; review further emails from Mr. Chan
3/5/2017	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. MacLean regarding meeting; review notice to creditors of meeting
3/6/2017	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. Rowan; review email from Mr. Bieganek
3/8/2017	Crocker, Darren	0.60	580.00	348.00	Review filed copy of Order; email to staff regarding posting to website; email to Mr. Rowan; email to Mr. MacLean; review and respond to email from Mr. MacLean; review email from Mr. Jim Duke
3/9/2017	Crocker, Darren	0.10	580.00	58.00	Review correspondence from Mr. McCabe and Associate Chief Justice Rooke
3/9/2017	Crocker, Darren	0.10	580.00	58.00	Review voice message from Mr. Rowan
3/10/2017	Crocker, Darren	0.20	580.00	116.00	Email to Mr. Rowan regarding meeting location; review email from Mr. MacLean
3/19/2017	Crocker, Darren	0.40	580.00	232.00	Review email from Ms. Wanke to Mr. McCabe; review email from Mr. McCabe regarding discussions at the creditor meeting; review email from Mr. Hladeshewsky; review further email from Ms. Wanke
3/19/2017	Crocker, Darren	0.70	580.00	406.00	Review email from legal counsel for Stewart Oilfield Services; review email from Mr. Chan to Mr. Gilgen; review email from Mr. McCabe
3/20/2017	Crocker, Darren	0.30	580.00	174.00	Email to Mr. Chan regarding draft report for court; review and respond to email from Mr. Chan; review email from Mr. Chan regarding monitoring program
3/21/2017	Crocker, Darren	1.00	580.00	580.00	Review spreadsheet relating to lot transfers; meeting with Mr. Chan to discuss same; discuss monitoring reports and frequency of same
3/24/2017	Crocker, Darren	0.10	580.00	58.00	Review and respond to email from Mr. MacLean
3/26/2017	Crocker, Darren	0.20	580.00	116.00	Emails to and from Mr. MacLean
3/27/2017	Crocker, Darren	2.50	580.00	1,450.00	Discussions with Mr. Chan regarding monitoring and report to Court; meeting with Mr. MacLean to discuss direction for CRO and his report to court; email to Ms. Flynn; review draft third report of CRO
3/29/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. Rowan
3/30/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. MacLean
3/31/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Ms. Flynn
4/3/2017	Chan, Garrett	0.40	350.00	140.00	Phone call with Ms. Poburan to discuss draft report and lot transfers; emails with Ms. Poburan
4/6/2017	Chan, Garrett	0.10	350.00	35.00	Email with Ms. Poburan
4/7/2017	Chan, Garrett	0.20	350.00	70.00	Emails with Ms. Poburan
4/12/2017	Chan, Garrett	2.40	350.00	840.00	Prepare for and attend meeting with counsel
4/13/2017	Chan, Garrett	0.10	350.00	35.00	Email with Mr. Gilgen

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4/17/2017	Chan, Garrett	0.10	350.00	35.00	Call and leave voice message with Mr. Gilgen
4/18/2017	Chan, Garrett	2.50	350.00	875.00	Phone calls with Mr. Gilgen and Mr. McLean; work on report
4/19/2017	Chan, Garrett	2.40	350.00	840.00	Review and analyze memo from Mr. Rowan; discussion with Mr. Crocker; begin working on report
4/20/2017	Chan, Garrett	0.10	350.00	35.00	Review email from Mr. Crocker
4/21/2017	Chan, Garrett	0.40	350.00	140.00	Phone discussion with Mr. Gilgen; email to Mr. Gilgen; amend monitoring plan
4/22/2017	Chan, Garrett	0.10	350.00	35.00	Emails with Mr. Gilgen and Mr. MacLean
4/23/2017	Chan, Garrett	3.50	350.00	1,225.00	Work on Monitor's Third Report
4/24/2017	Chan, Garrett	0.30	350.00	105.00	Review monitoring information provided by Mr. Gilgen; phone call with Mr. Gilgen
4/25/2017	Chan, Garrett	0.10	350.00	35.00	Email to Ms. Poburan
4/3/2017	Crocker, Darren	1.50	580.00	870.00	Meeting with Mr. MacLean, Mr. McCabe, Mr. Rowan, Ms. Wanke and Mr. Bieganeck to discuss proposed sales process
4/4/2017	Crocker, Darren	0.10	580.00	58.00	Review voice message from Mr. Rowan
4/5/2017	Crocker, Darren	0.50	580.00	290.00	Review email and summary of meeting received from Mr. McCabe
4/5/2017	Crocker, Darren	0.20	580.00	116.00	Telephone call with Mr. Rowan; email to same
4/12/2017	Crocker, Darren	2.60	580.00	1,508.00	Prepare for meeting with legal counsel; attend meeting with Mr. Rowan, Ms. Poburan and Mr. Chan to review lot transfers; review first draft of report
4/19/2017	Crocker, Darren	0.60	580.00	348.00	Review email from Mr. Rowan; discuss with Mr. Chan; telephone call to Mr. Rowan; email to Mr. Rowan and Mr. Chan
4/20/2017	Crocker, Darren	1.20	580.00	696.00	Review email from Mr. Rowan; review voice message from Mr. Rowan and return call to same; subsequent telephone call with Mr. Rowan; telephone call to Mr. MacLean; email to Mr. Chan; review correspondence from Mr. Rowan to the Trial Co-ordinator
4/23/2017	Crocker, Darren	1.40	580.00	812.00	Review emails and various schedules received from Mr. Gilgen; review voice message from Mr. Rowan; review email and tax certificates received from Ms. Wanke
4/24/2017	Crocker, Darren	3.00	580.00	1,740.00	Further review of Draft Report and revise same; discussions with legal counsel regarding same; discussions with Mr. Chan regarding report
4/25/2017	Crocker, Darren	2.70	580.00	1,566.00	Review Report of Chief Restructuring Officer, Application and Brief filed by Mr. McCabe; discussions with Mr. Rowan regarding Fourth Report and sign same
4/26/2017	Crocker, Darren	0.60	580.00	348.00	Telephone call with Mr. Rowan; review email from Mr. Rowan; review email from Mr. Smith; review suggested revisions to fourth report
4/27/2017	Crocker, Darren	1.00	580.00	580.00	Telephone call with Mr. Rowan; review several emails between legal counsel and Chief Restructuring Officer
4/28/2017	Crocker, Darren	1.00	580.00	580.00	Review brief filed by Mr. Bieganeck; telephone call from Mr. Rowan; review emails between Mr. MacLean and Mr. Bieganeck regarding court application and amount of DIP being sought by company; review email from Ms. Wanke
4/24/2017	Knox, Christopher	1.00	190.00	190.00	Delivered Third Report of Monitor to Mr. Rowan at Ogilvie LLP and prepared Quality Assurance Review form to be signed off on. Scanned and saved form to system and filed paper copy.
4/28/2017	Knox, Christopher	0.40	190.00	76.00	Drafted quality assurance review form for Fourth report of receiver, scanned and saved form to system as well as fourth report of monitor.
4/24/2017	Smith, Gordon G	0.50	580.00	290.00	Quality assurance review of draft report
4/25/2017	Smith, Gordon G	0.50	580.00	290.00	Quality assurance review of Fourth report
4/26/2017	Smith, Gordon G	0.50	580.00	290.00	Review and sign fourth report
5/9/2017	Chan, Garrett	2.00	350.00	700.00	Emails with counsel; review trust reconciliation statements for lot sales; email to Mr. Gilgen
5/12/2017	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen
5/23/2017	Chan, Garrett	0.10	350.00	35.00	Emails to Sandra Gmeiner and Mr. Crocker
5/1/2017	Crocker, Darren	1.50	580.00	870.00	Review Supplemental Report of CRO; review Affidavit filed by Parkland County; review draft form of Order; telephone call with Mr. Rowan; review email from Mr. Kirk Grimes regarding property taxes; review Affidavit of Mr. Robert Weinrich
5/2/2017	Crocker, Darren	4.70	580.00	2,726.00	Telephone calls with Mr. Rowan; emails to and from Mr. MacLean; review emails from Mr. McCabe; review email from Mr. Kevin Chapotelle; review reports in preparation for court hearing; attend court application
5/4/2017	Crocker, Darren	1.10	580.00	638.00	Discussions with Ms. Wendy Flynn; review voice message from Mr. MacLean; email to Mr. MacLean; review accounts and provide to Mr. MacLean; email to Ms. Sandra Gmeiner
5/8/2017	Crocker, Darren	1.00	580.00	580.00	Review draft form of order; review comments by Mr. MacLean and Mr. Chapotelle; review emails from Mr. Bieganeck

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5/10/2017	Crocker, Darren	0.70	580.00	406.00	Review email from Mr. MacLean; review draft form of order; telephone call to Mr. Rowan; email to Mr. Rowan
5/11/2017	Crocker, Darren	0.60	580.00	348.00	Review email and order relating to Monitor's application received from Ms. Gmeiner; telephone call to Mr. Rowan; telephone call to Mr. MacLean; review email from Mr. MacLean
5/12/2017	Crocker, Darren	0.20	580.00	116.00	Review endorsed order; review email from Ms. Gmeiner; review email from legal counsel on service list
5/15/2017	Crocker, Darren	0.10	580.00	58.00	Email to Mr. MacLean
5/16/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Ms. Gaspar
5/16/2017	Crocker, Darren	0.30	580.00	174.00	Review and respond to email from Mr. Gary Greenough; review email from Ms. Gmeiner; email to Mr. Chan and Ms. Gaspar
5/18/2017	Crocker, Darren	0.20	580.00	116.00	Review email and filed copy of order received from Ms. Sookdeo; email to Ms. Gaspar regarding posting the order to the website
5/18/2017	Crocker, Darren	0.30	580.00	174.00	Review voice message from Mr. MacLean; review and respond to email from same
5/23/2017	Crocker, Darren	0.30	580.00	174.00	Telephone call with Mr. MacLean to discuss status of construction bid process and issues concerning safety requirements for Transport Canada
5/23/2017	Crocker, Darren	1.10	580.00	638.00	Telephone call with Mr. MacLean; review and respond to email from Ms. Gaspar regarding posting of reports and orders on Monitor's website; review draft financing agreement; sign and email document to Mr. MacLean; review email from Mr. McCabe
5/24/2017	Crocker, Darren	0.40	580.00	232.00	Review email from Mr. MacLean; email to Mr. Knox; review and respond to email from Ms. Flynn
5/29/2017	Crocker, Darren	0.20	580.00	116.00	Telephone call with Mr. Rowan to discuss delays in bid process and potential claims process
5/16/2017	Gaspar, Dana	0.20	250.00	50.00	Update webpage.
5/19/2017	Gaspar, Dana	0.50	250.00	125.00	Update website.
6/5/2017	Chan, Garrett	0.10	350.00	35.00	Email from Mr. Robert McCarty
6/5/2017	Crocker, Darren	0.50	580.00	290.00	Review web posting of property listing; telephone call from Mr. Rowan; review correspondence from Mr. MacLean; review report from Mr. MacLean
6/5/2017	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. MacLean regarding retaining engineer and funds to pay retainer
6/6/2017	Crocker, Darren	0.70	580.00	406.00	Discussion with Mr. Denis Rowley regarding posting of property; telephone call with Mr. MacLean; review correspondence from Mr. McCabe and materials
6/7/2017	Crocker, Darren	1.00	580.00	580.00	Review and respond to emails from Mr. MacLean; conference call with Mr. MacLean; telephone calls with Mr. Rowan; discussion with Mr. McCabe
6/7/2017	Crocker, Darren	0.20	580.00	116.00	Subsequent telephone call with Mr. MacLean; review voice message from reporter from CTV news
6/28/2017	Crocker, Darren	0.20	580.00	116.00	Discussion with Mr. MacLean regarding status of engineering reports and sales process
6/5/2017	Knox, Christopher	0.20	190.00	38.00	Scanned and saved loan agreement to system and filed paper copy.
7/4/2017	Chan, Garrett	0.10	350.00	35.00	Brief review of sales process materials
7/4/2017	Crocker, Darren	1.40	580.00	812.00	Review CIM (Confidential Information Memorandum) and documents received from Mr. MacLean; discussion with Mr. Chan regarding same
7/5/2017	Chan, Garrett	0.20	350.00	70.00	Review monitoring status; email to Mr. Gilgen
7/5/2017	Crocker, Darren	0.20	580.00	116.00	Telephone call from representative of Fieldstone Feeders
7/6/2017	Crocker, Darren	0.10	580.00	58.00	Email to Mr. Knox regarding creditor call
7/11/2017	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen
7/11/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. Chan to Mr. Gilgen regarding monitoring reports
7/13/2017	Crocker, Darren	1.00	580.00	580.00	Review and respond to several emails from Mr. MacLean, Mr. Rowan and Mr. McCabe; review email from Mr. Rowan regarding outstanding accounts and work in process
7/14/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. MacLean regarding bid summary process
7/17/2017	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen; discussion with Mr. Crocker
7/17/2017	Crocker, Darren	1.90	580.00	1,102.00	Email to Ms. Flynn regarding outstanding accounts and work in process; discussion with Mr. Chan regarding report and monitoring; review email from Mr. Chan to Mr. Gilgen; attend conference call with Mr. Rowan, Mr. McCabe and Mr. MacLean; review e mail and template cash flow received from Mr. MacLean; review summary of time received from Ms. Flynn; email to Mr. MacLean; review and respond to further email from Mr. MacLean
8/2/2017	Crocker, Darren	0.40	580.00	232.00	Review memo from Mr. MacLean; review correspondence from Mr. Bieganeck; review email from Mr. Rowan

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8/8/2017	Crocker, Darren	0.80	580.00	464.00	Emails to and from Mr. MacLean; telephone call to discuss the status of the sales process and the construction bid process; review voice message from Mr. MacLean regarding revised construction costs
8/9/2017	Crocker, Darren	0.30	580.00	174.00	Review emails from Mr. Rowan; telephone call with Mr. Rowan
8/14/2017	Crocker, Darren	0.30	580.00	174.00	Review voice message from Mr. Ken Williamson of Colliers; discussion with Mr. Chan regarding status of sales process
8/19/2017	Crocker, Darren	0.20	580.00	116.00	Review email and draft report received from Mr. MacLean
8/21/2017	Crocker, Darren	0.20	580.00	116.00	Review correspondence and Report of Chief Restructuring Officer
8/29/2017	Crocker, Darren	0.90	580.00	522.00	Review voice message from Mr. MacLean; return telephone call to same; review email from Mr. Bieganeck; review email from Mr. Rowan; review email from Mr. MacLean; subsequent telephone call with Mr. MacLean
8/30/2017	Crocker, Darren	1.20	580.00	696.00	Review voice message from Mr. Rowan; review email from Mr. MacLean; telephone call to Mr. Rowan; conference call with Mr. Rowan and Mr. McCabe; review and respond to email from interested bidder; review further email from potential bidder; telephone call to Mr. MacLean; discussion with Mr. Chan
8/31/2017	Crocker, Darren	0.30	580.00	174.00	Review email and correspondence from Mr. McCabe; review voice message from interested bidder and forward to Mr. MacLean
9/1/2017	Chan, Garrett	0.50	350.00	175.00	Review sales process materials; attend bid unsealing with Mr. MacLean and Mr. McCabe
9/1/2017	Crocker, Darren	1.00	580.00	580.00	Review and respond to emails from Mr. Chan; review email from Mr. McCabe; review voice message from Mr. Rowan; telephone call to same
9/4/2017	Chan, Garrett	1.00	350.00	350.00	Review actual cash-flow; prepare draft cash-flow projections and reports; emails with Mr. Gilgen and Mr. Crocker
9/5/2017	Chan, Garrett	0.60	350.00	210.00	Phone call with Mr. Gilgen; finalize cash-flow projections and accompanying reports; emails with Mr. Gilgen
9/5/2017	Crocker, Darren	3.60	580.00	2,088.00	Review CRO's Fifth and Sixth Report; review application material and bench brief of Mr. McCabe; discussions with Mr. Chan regarding cash flow statement; draft report to court; discussions with Mr. Rowan; review cash flow statement and report
9/6/2017	Knox, Christopher	0.40	190.00	76.00	Saved documents to the network and updated Fifth Report of the Monitor to insolvency webpage.
9/8/2017	Crocker, Darren	0.50	580.00	290.00	Review voice message from Mr. Rowan; review email from Mr. Hladyshevsky; telephone call to Mr. Rowan
9/11/2017	Crocker, Darren	0.90	580.00	522.00	Review confidential offer to purchase and email from Mr. Rowan; telephone call to Mr. Rowan; review correspondence from Mr. McCabe to Mr. Bieganeck
9/12/2017	Crocker, Darren	0.50	580.00	290.00	Telephone call with Mr. MacLean; review of accounts in preparation for court application; email to Mr. Ron Haggett and Mr. MacLean
9/12/2017	Knox, Christopher	0.20	190.00	38.00	Pulled time information on file, calculated fees owing for period of July 1 to Aug 31, 2017 for Mr. Crocker as per request.
9/13/2017	Chan, Garrett	0.10	350.00	35.00	Email with Mr. Crocker
9/13/2017	Crocker, Darren	2.20	580.00	1,276.00	Review file in preparation for court application; attend court application; emails to and from Mr. Chan regarding extension of stay and claims process
9/14/2017	Chan, Garrett	0.10	350.00	35.00	Leave voice message with Mr. Tom Poskocil
9/15/2017	Crocker, Darren	0.20	580.00	116.00	Review correspondence from Mr. McCabe regarding extension date; review correspondence from Mr. McCabe to Justice Hillier regarding order
9/20/2017	Knox, Christopher	1.00	190.00	190.00	Scanned legal invoices to system and filed to paper folder. Scanned two large coil bundles received from DLA piper including one hundred and eleven land title reports.
9/25/2017	Crocker, Darren	0.70	580.00	406.00	Review email and Order from Mr. McCabe; discuss with Mr. Chan; email to Mr. Rowan; review and respond to email from Mr. Rowan; email to Mr. Knox regarding posting of Order of the Court and redacted version of Sixth Report of Chief Restructuring Officer
9/26/2017	Crocker, Darren	0.30	580.00	174.00	Review order in preparation for conference call; conference call with Mr. Rowan and Ms. Poburan
9/27/2017	Crocker, Darren	0.80	580.00	464.00	Telephone call from Mr. Rowan regarding his discussion with Mr. McCabe on the claims process; email to Mr. MacLean; telephone call from Mr. MacLean; review email from Mr. MacLean
9/28/2017	Knox, Christopher	0.40	190.00	76.00	Scanned and saved legal invoice to system.
9/29/2017	Chan, Garrett	0.10	350.00	35.00	Phone call with Ms. Judy Bateman
10/5/2017	Crocker, Darren	0.10	580.00	58.00	Review and respond to email from Mr. Chan
10/16/2017	Crocker, Darren	0.20	580.00	116.00	Discussion with Mr. Chan regarding conference call with Mr. MacLean
10/16/2017	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. MacLean

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

10/17/2017	Chan, Garrett	0.90	350.00	315.00	Conference call with CRO and creditors
10/17/2017	Crocker, Darren	1.00	580.00	580.00	Attend conference call organized by the Chief Restructuring Officer; review and respond to email from Mr. Robert Weinrich
10/23/2017	Allen, Vanessa	0.50	580.00	290.00	Quality review report.
10/23/2017	Chan, Garrett	3.50	350.00	1,225.00	Draft Sixth Report; revisions; file with Courthouse
10/23/2017	Crocker, Darren	2.50	580.00	1,450.00	Review application materials, Report of CRO and Affidavit of Robert Gilghen; discussions with Mr. Chan regarding Report; review draft of report and suggest revisions; telephone call with Mr. Rowan; email to Mr. Rowan; email to Ms. Vanessa Allan regarding Quality Assurance Review of Report
10/24/2017	Chan, Garrett	0.10	350.00	35.00	Email from counsel
10/24/2017	Crocker, Darren	0.70	580.00	406.00	Review email from Mr. Chan; review application materials received from Mr. Bieganeck; review email from Ms. Poburan
10/24/2017	Crocker, Darren	0.20	580.00	116.00	Further review of application materials; email to Mr. Chan regarding website update
10/24/2017	Knox, Christopher	0.60	190.00	114.00	Scanned and saved sixth report to system and uploaded to insolvency webpage.
10/30/2017	Crocker, Darren	0.20	580.00	116.00	Review voice message from Mr. Rowan; return call to same
10/30/2017	Crocker, Darren	0.20	580.00	116.00	Review correspondence from Mr. Hladyshevsky; email to Mr. Rowan
10/31/2017	Crocker, Darren	0.10	580.00	58.00	Review voice message from Mr. Rowan and return call to same
11/1/2017	Crocker, Darren	2.00	580.00	1,160.00	Review materials for court application; discussion with Mr. Rowan prior to application; attend court application for extension; email to Mr. Chan regarding requirement for Monitor to prepare a report summarizing professional fees
11/1/2017	Knox, Christopher	0.40	195.00	78.00	Scanned and saved legal invoice to system, filed paper copy.
11/2/2017	Crocker, Darren	0.30	580.00	174.00	Review summary of accounts and correspondence from Mr. Rowan; review filed copy of Order regarding Tolling Agreement; email to Mr. Chan regarding posting to website
11/2/2017	Crocker, Darren	0.20	580.00	116.00	Correspondence to Mr. MacLean; email to Ms. Flynn; review and respond to email from same
11/3/2017	Crocker, Darren	0.10	580.00	58.00	Review email correspondence from Mr. McCabe regarding issues with the wording of the Order; review correspondence from Mr. Rowan
11/3/2017	Crocker, Darren	0.20	580.00	116.00	Review voice message from Mr. Rowan and return call to same
11/6/2017	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen
11/7/2017	Knox, Christopher	0.30	195.00	58.50	Scanned and saved legal invoice to system, filed paper copy.
11/13/2017	Crocker, Darren	0.30	580.00	174.00	Review email from Mr. MacLean regarding interim financing; review email from Ms. Speedtsberg; email to Mr. Chan
11/14/2017	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. Chan; review email from Mr. Gilgen
11/14/2017	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen
11/20/2017	Crocker, Darren	0.20	580.00	116.00	Email to Mr. Gilgen
11/20/2017	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. Chan; brief telephone call with Mr. MacLean
11/20/2017	Chan, Garrett	0.10	350.00	35.00	Subsequent telephone call from Mr. MacLean regarding form of Order, interim financing and status of professional fee schedule from Mr. Gilgen for report to court
11/21/2017	Crocker, Darren	0.30	580.00	174.00	Review message from Mr. MacLean; telephone call with Mr. Rowan; review order
11/22/2017	Crocker, Darren	0.20	580.00	116.00	Email to Mr. Gilgen
11/22/2017	Chan, Garrett	0.10	350.00	35.00	Review email from Mr. Chan and discussion with same; review email from Mr. Gilgen
11/24/2017	Crocker, Darren	0.60	580.00	348.00	Email to Mr. Gilgen
11/24/2017	Chan, Garrett	0.10	350.00	35.00	Review email from Mr. Chan; review and respond to email from Mr. Gilgen; review email from Mr. MacLean; discussion with Mr. Rowan; review correspondence from legal counsel for second mortgagee
11/27/2017	Crocker, Darren	0.20	580.00	116.00	Review email and schedules received from Mr. Gilgen
11/27/2017	Crocker, Darren	0.10	580.00	58.00	Emails with Mr. Gilgen
11/27/2017	Chan, Garrett	0.10	350.00	35.00	Review email from Ms. Speedtsberg
11/28/2017	Crocker, Darren	0.20	580.00	116.00	Phone call with Mr. Gilgen; assemble professional fee information; email to Mr. Rowan; review draft Court Order; draft report outline
11/28/2017	Chan, Garrett	1.00	350.00	350.00	Review email correspondence and statement of account from legal
11/29/2017	Chan, Garrett	1.50	350.00	525.00	Summarize professional fee summary; draft report; email to debtor and CRO
11/30/2017	Crocker, Darren	0.40	580.00	232.00	Review email from Mr. MacLean; review email from Mr. Gilgen; review email and schedule received from Mr. Chan regarding professional accounts
11/30/2017	Chan, Garrett	0.20	350.00	70.00	Emails with Mr. MacLean and Mr. Gilgen; emails with Ogilvie
12/4/2017	Chan, Garrett	0.40	350.00	140.00	Email to Mr. MacLean; phone call with Mr. MacLean
12/5/2017	Crocker, Darren	0.10	580.00	58.00	Review correspondence from Mr. McCabe

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

12/6/2017	Crocker, Darren	0.70	580.00	406.00	Review email from Mr. Chan; review voice message from Mr. Rowan and return call to same; review correspondence and materials provided by Mr. Rowan; review email from Mr. MacLean
12/6/2017	Chan, Garrett	0.10	350.00	35.00	Phone call with Mr. Rowan
12/7/2017	Crocker, Darren	0.30	580.00	174.00	Review email from Mr. McCabe; review correspondence of Mr. Gibbs; review email from Clerk of the Court
12/7/2017	Crocker, Darren	1.50	580.00	870.00	Review first draft of Seventh Report and make suggested revisions; discussion with Mr. Chan regarding same; final review and revision to Seventh Report; discuss with Mr. Chan
12/7/2017	Chan, Garrett	1.10	350.00	385.00	Revisions to draft Seventh Report; emails to counsel and Quality Assurance Review partner; emails with Mr. Gilgen
12/8/2017	Crocker, Darren	0.30	580.00	174.00	Review email from Mr. MacLean; telephone call to same
12/11/2017	Crocker, Darren	1.40	580.00	812.00	Review suggested changes to report by Mr. Taylor; discuss with Mr. Chan; email to Mr. Chan and Mr. Rowan; review and respond to email from Mr. Rowan; email to Mr. MacLean; review and respond to email from Mr. MacLean; review spreadsheets received from Mr. MacLean regarding operational expenses
12/11/2017	Chan, Garrett	1.00	350.00	350.00	Emails with Mr. Rowan and Mr. Crocker; revisions to seventh report
12/13/2017	Crocker, Darren	0.80	580.00	464.00	Review email from Mr. MacLean; review term sheet received from Mr. MacLean; sign and return same to Mr. MacLean; review email from Mr. Gilgen
12/14/2017	Crocker, Darren	0.10	580.00	58.00	Update webpage.
12/14/2017	Gaspar, Dana	0.50	250.00	125.00	Email to Ms. Gaspar regarding filed copy of order for posting to website
12/14/2017	Chan, Garrett	0.10	350.00	35.00	Review second advance interim financing proposal
12/18/2017	Crocker, Darren	0.20	580.00	116.00	Review and respond to email from Mr. Rowan; review and respond to email from Mr. MacLean
12/22/2017	Gaspar, Dana	0.50	250.00	125.00	Update webpage.
12/22/2017	Crocker, Darren	0.30	580.00	174.00	Review email from Mr. Rowan; email to Ms. Gaspar; review and respond to email from Mr. MacLean
1/5/2018	Crocker, Darren	0.10	580.00	58.00	Review voice message from Mr. MacLean
1/8/2018	Crocker, Darren	2.30	580.00	1,334.00	Telephone call with Mr. MacLean; review file in preparation for meeting with creditors
1/8/2018	Crocker, Darren	2.50	580.00	1,450.00	Travel to meeting of creditors held at Chateau Louis Hotel; chair meeting of creditors
1/10/2018	Crocker, Darren	0.20	580.00	116.00	Review correspondence; review email from Mr. MacLean
1/11/2018	Crocker, Darren	0.20	580.00	116.00	Review correspondence from Mr. MacLean
1/15/2018	Chan, Garrett	0.20	350.00	70.00	Email with Mr. D. Arcand regarding resident concerns
1/21/2018	Crocker, Darren	0.20	580.00	116.00	Telephone call from Mr. Rowan
1/22/2018	Crocker, Darren	0.20	580.00	116.00	Discussion with Mr. Chan regarding creditor meeting and terms of proposed plan of arrangement
1/23/2018	Knox, Christopher	0.40	195.00	78.00	Document review and management
1/24/2018	Crocker, Darren	0.20	580.00	116.00	Review Report of Chief Restructuring Officer
1/25/2018	Crocker, Darren	0.10	580.00	58.00	Telephone call to Mr. Rowan
1/29/2018	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Gilgen
1/29/2018	Crocker, Darren	0.20	580.00	116.00	Telephone call to Mr. Rowan
1/29/2018	Crocker, Darren	0.50	580.00	290.00	Review email from Mr. Chan; review email from Mr. MacLean; review email from Mr. Rowan
1/30/2018	Crocker, Darren	0.20	580.00	116.00	Review and respond to email from Mr. Rowan; further email to Mr. Rowan regarding conference call
2/6/2018	Chan, Garrett	0.10	350.00	35.00	Phone call from CTV
2/6/2018	Crocker, Darren	0.40	580.00	232.00	Telephone call with Mr. Rowan; review email from Mr. MacLean; review email and correspondence from Mr. McCabe
2/7/2018	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Crocker
2/12/2018	Crocker, Darren	0.10	580.00	58.00	Telephone call with Mr. Rowan
2/12/2018	Crocker, Darren	0.40	580.00	232.00	Review email from Mr. MacLean; email to same
2/12/2018	Crocker, Darren	0.50	580.00	290.00	Review emails from Mr. Chan regarding complaints by resident, Mr. Dave Arcand; review email from Ms. Karine Forget regarding same; email to Mr. Chan
2/13/2018	Crocker, Darren	0.50	580.00	290.00	Review draft report of Chief Restructuring Officer; email to Mr. Chan
2/14/2018	Crocker, Darren	0.20	580.00	116.00	Discussion with Mr. Chan regarding report
2/14/2018	Knox, Christopher	1.00	195.00	195.00	Compile time to create full time docket up to date
2/15/2018	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. MacLean; email to Mr. Chan regarding Mr. MacLean's response
2/15/2018	Knox, Christopher	0.50	195.00	97.50	Completed compiling time dockets
2/15/2018	Crocker, Darren	0.10	580.00	58.00	Email to Mr. MacLean regarding his draft report and timing of same

Parkland Airport Development Corporation
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Appendix "D"

2/16/2018	Crocker, Darren	0.30	580.00	174.00	Email to Mr. Rowan; review email from Mr. McCabe; review press release from Esso relating to tainted aviation fuel; email to Mr. Chan; email to Mr. Rowan
2/16/2018	Crocker, Darren	2.70	580.00	1,566.00	Review final draft report received from Mr. MacLean; review first draft of Monitor's Report; discussion with Mr. Chan regarding same; telephone call to Mr. McCabe
2/16/2018	Chan, Garrett	2.50	350.00	875.00	Draft eighth report; discussions with Mr. Crocker
2/18/2018	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. Rowan
2/18/2018	Crocker, Darren	3.00	580.00	1,740.00	Review application materials received from Mr. McCabe; review and revise draft report; email to Mr. Rowan; telephone call with Mr. Rowan; final revisions to report; email to Mr. Chan
2/18/2018	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Keeble
2/19/2018	Chan, Garrett	2.00	350.00	700.00	Revisions to eighth report
2/19/2018	Crocker, Darren	3.00	580.00	1,740.00	Review application materials received from Mr. McCabe; review and revise draft report; email to Mr. Rowan; telephone call with Mr. Rowan; final revisions to report; email to Mr. Chan
2/20/2018	Crocker, Darren	0.90	580.00	522.00	Email to and from Mr. MacLean; review and respond to email from Ms. Poburan; telephone call with Mr. Chan to discuss the tolling agreement extension; review and sign report with tolling paragraph included
2/20/2018	Crocker, Darren	0.70	580.00	406.00	Review and respond to email from Mr. Keeble regarding report; review and respond to email from Mr. Chan regarding monitoring; review and sign Eighth Report of Monitor; review and respond to email from Mr. Rowan
2/20/2018	Chan, Garrett	0.10	350.00	35.00	Return voice message from Canada Revenue Agency
2/21/2018	Chan, Garrett	0.20	350.00	70.00	Download application materials; email to Mr. Knox
2/21/2018	Crocker, Darren	1.00	580.00	580.00	Review email and application materials received from Mr. McCabe; email to Mr. Chan; review further email from Mr. McCabe regarding potential fuel contaminant; email to Mr. Chan
2/22/2018	Chan, Garrett	0.10	350.00	35.00	Phone call with Ms. Bateman regarding application time
2/22/2018	Knox, Christopher	0.80	195.00	156.00	Saved documents to network and uploaded six documents to insolvency webpage
2/26/2018	Crocker, Darren	2.70	580.00	1,566.00	Review materials in preparation for court application; discussion with Ms. Poburan regarding extension of tolling agreement; Attend court application
2/28/2018	Chan, Garrett	0.10	350.00	35.00	Phone call with Ms. Kelsey Meyer
2/28/2018	Crocker, Darren	0.20	580.00	116.00	Review email from legal counsel; review email from Mr. Chan
3/1/2018	Chan, Garrett	0.30	350.00	105.00	Email to Ms. Meyer
3/1/2018	Crocker, Darren	0.20	580.00	116.00	Review email from Ms. Speedtsberg; review email from Mr. Chan
3/5/2018	Chan, Garrett	0.10	350.00	35.00	Emails from Mr. Knox and Mr. Crocker
3/5/2018	Knox, Christopher	0.40	195.00	78.00	Document review and records management
3/13/2018	Crocker, Darren	0.10	580.00	58.00	Review email from legal counsel
3/15/2018	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. MacLean
3/16/2018	Crocker, Darren	0.10	580.00	58.00	Telephone call from Mr. Rowan
3/20/2018	Chan, Garrett	0.20	350.00	70.00	Draft email to Mr. Gilgen
3/21/2018	Crocker, Darren	0.30	580.00	174.00	Review correspondence from Mr. Pat Kirwin; email to Mr. McCabe; correspondence to Mr. Kirwin
3/28/2018	Crocker, Darren	0.10	580.00	58.00	Review and respond to email from Mr. Knox
3/29/2018	Crocker, Darren	0.10	580.00	58.00	Telephone call to Mr. Bieganeck
4/2/2018	Crocker, Darren	0.40	580.00	232.00	Review email and attachments received from Mr. Gilgen
4/3/2018	Crocker, Darren	0.20	580.00	116.00	Telephone call with Mr. MacLean
4/25/2018	Crocker, Darren	0.50	580.00	290.00	Review email from Mr. Rowan; review correspondence from Ms. Kelsey Meyer; telephone call to Mr. Rowan; telephone call from Mr. MacLean
5/2/2018	Crocker, Darren	0.20	580.00	116.00	Review and respond to correspondence from Mr. Patrick Kirwin; email to Mr. Knox
5/2/2018	Knox, Christopher	0.40	195.00	78.00	Saved letter to system, faxed to Kirwin LLP and emailed to Ogilvie.
5/4/2018	Crocker, Darren	0.20	580.00	116.00	Review correspondence and filed copy of extension order; telephone call to Mr. Rowan; email to Mr. Knox
5/10/2018	Crocker, Darren	0.10	580.00	58.00	Review email and schedule from Mr. Gilgen
5/14/2018	Chan, Garrett	0.20	350.00	70.00	Review monitoring information; review redemption order
5/14/2018	Crocker, Darren	0.30	580.00	174.00	Review Redemption Order; email to Mr. Chan; review and respond to further email from Mr. Chan
5/15/2018	Knox, Christopher	0.40	195.00	78.00	Upload Order to insolvency webpage.
5/16/2018	Chan, Garrett	0.10	350.00	35.00	Review correspondence from Ms. Meyer
5/16/2018	Crocker, Darren	0.20	580.00	116.00	Review correspondence, Consent Order and Affidavit received from Ms. Kelsey Meyer; review email from Mr. Rowan
5/17/2018	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. MacLean
5/22/2018	Crocker, Darren	0.30	580.00	174.00	Review correspondence and application materials received from Bennett Jones; review email from Mr. Rowan; telephone call to Mr. Rowan

Parkland Airport Development Corporation
Time Dockets

Appendix "D"

5/28/2018	Chan, Garrett	0.10	350.00	35.00	Phone call with Mr. Ted Power
5/29/2018	Crocker, Darren	0.30	580.00	174.00	Review email from Ms. Katherine Fisher; email to Mr. Rowan; review voice message from Mr. Rowan; email to Ms. Fisher
5/30/2018	Crocker, Darren	0.30	580.00	174.00	Review email from Mr. Rowan; review and respond to email from Ms. Fisher; review voice message from Theresa at Epcor and return call to same
5/31/2018	Crocker, Darren	0.30	580.00	174.00	Review email from Mr. Rowan; review and respond to message from Mr. MacLean regarding insurance expiration
6/4/2018	Knox, Christopher	0.40	195.00	78.00	Saved partial consent Order to system and uploaded to insolvency webpage.
6/4/2018	Crocker, Darren	0.20	580.00	116.00	Review correspondence and order from Ms. Meyer; email to Mr. Knox and Mr. Chan
6/6/2018	Crocker, Darren	1.00	580.00	580.00	Telephone call with Ms. Vanessa Allen regarding problem with ATB
6/12/2018	Crocker, Darren	0.10	580.00	58.00	Review and respond to message from Mr. MacLean
6/25/2018	Crocker, Darren	0.30	580.00	174.00	Review correspondence and Redemption Order received from Mr. Bieganeck; discussion with Mr. Chan; email to Mr. Chan and Mr. Knox
6/25/2018	Knox, Christopher	0.40	195.00	78.00	Separated Order from documents and uploaded to insolvency webpage.
6/26/2018	Crocker, Darren	0.80	580.00	464.00	Review email from Mr. McCabe; review and respond to emails from Ms. Speedstberg; telephone call from Mr. Rowan; attend conference call regarding further financing required
7/11/2018	Crocker, Darren	0.20	580.00	116.00	Review message from Mr. Rimer; review email from Mr. David Chan and respond to same
7/18/2018	Chan, Garrett	0.20	350.00	70.00	Review monitoring materials
7/31/2018	Chan, Garrett	0.20	350.00	70.00	Phone call with potential purchaser
8/1/2018	Knox, Christopher	0.40	195.00	78.00	Document review and records management.
8/2/2018	Crocker, Darren	0.30	580.00	174.00	Review and respond to email from Mr. Chan; review additional email from Mr. Chan
8/2/2018	Chan, Garrett	0.10	350.00	35.00	Email to Mr. Crocker regarding interested purchaser; email to Mr. McLean
8/7/2018	Crocker, Darren	0.50	580.00	290.00	Review Application and Affidavit of Mr. Gordon Cruikshank
8/8/2018	Crocker, Darren	0.80	580.00	464.00	Review and respond to email from Mr. Rowan; review Affidavit of Mr. Scott Park of Sun Set Industries Inc.; review lot transfer spreadsheet
8/13/2018	Crocker, Darren	0.60	580.00	348.00	Telephone call with Mr. Rowan; review draft correspondence and email to Mr. Rowan; review voice message from Mr. Rowan; review email from Mr. McCabe
8/14/2018	Crocker, Darren	0.20	580.00	116.00	Telephone call with Mr. Rowan
8/15/2018	Crocker, Darren	0.90	580.00	522.00	Email to Mr. Knox; draft email to Mr. Rowan; review email from Mr. MacLean; review outstanding work in process and accounts receivable and provide to Mr. MacLean; review voice message from Mr. Rowan; review correspondence from Mr. Rimer
8/16/2018	Crocker, Darren	0.10	580.00	58.00	Telephone call from Mr. Rowan
8/20/2018	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. Rowan regarding outstanding taxes
8/22/2018	Crocker, Darren	0.10	580.00	58.00	Review correspondence from Mr. Rowan
8/29/2018	Crocker, Darren	0.10	580.00	58.00	Review correspondence from Mr. McCabe
8/30/2018	Crocker, Darren	0.10	580.00	58.00	Discussion with Mr. Rowan regarding report for Court application
8/31/2018	Crocker, Darren	0.10	580.00	58.00	Review email correspondence from Mr. McCabe
9/4/2018	Crocker, Darren	0.10	580.00	58.00	Email to Mr. Chan
9/5/2018	Chan, Garrett	0.20	450.00	90.00	Teleconference with Mr. Rowan and Mr. Crocker
9/5/2018	Crocker, Darren	0.60	580.00	348.00	Review file in preparation for conference call with legal counsel and attend same
9/10/2018	Chan, Garrett	3.00	450.00	1,350.00	First draft of ninth report; email to Mr. Gilgen
9/11/2018	Chan, Garrett	0.10	450.00	45.00	Email to Mr. Gilgen
9/11/2018	Knox, Christopher	0.40	250.00	100.00	Removed cover letter and re-uploaded potentially corrupted Redemption Order to insolvency page.
9/11/2018	Crocker, Darren	0.70	580.00	406.00	Review and edit draft Report to Court; emails to and from Mr. Chan regarding same
9/13/2018	Chan, Garrett	0.10	450.00	45.00	Email to Mr. MacLean and interested realtor
9/17/2018	Crocker, Darren	0.60	580.00	348.00	Review Cash Flow and SRD received from Mr. Gilgen; review emails from Mr. MacLean; discussion with Mr. Chan regarding draft report; telephone call with Mr. Rowan
9/17/2018	Chan, Garrett	0.10	450.00	45.00	Email to Mr. Rowan
9/19/2018	Crocker, Darren	0.20	580.00	116.00	Review voice message from Mr. McCabe; review email from Mr. MacLean
9/20/2018	Chan, Garrett	0.10	450.00	45.00	Phone call with Mr. Rowan; review letter from Mr. Rimer
9/20/2018	Crocker, Darren	0.70	580.00	406.00	Review correspondence from Mr. Rimer; review numerous emails from Mr. Chan and Mr. MacLean regarding DIP financing and admin charge balances

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Appendix "D"

9/24/2018	Chan, Garrett	2.50	450.00	1,125.00	Phone call with Mr. Rowan; revisions to Ninth Report
9/24/2018	Crocker, Darren	1.00	580.00	580.00	Review email from Mr. Chan; review email from Mr. Rowan; review correspondence from Mr. McCabe and Affidavit of Mr. Gilgen; review draft report
9/25/2018	Chan, Garrett	0.30	450.00	135.00	Phone call with Mr. MacLean; email to quality assurance review partner
9/25/2018	Crocker, Darren	0.40	580.00	232.00	Review email from Mr. Shafir; review revisions to report; review email from Mr. MacLean
9/27/2018	Knox, Christopher	0.50	250.00	125.00	Saved signed document to system and delivered originals to legal counsel.
9/27/2018	Chan, Garrett	2.00	450.00	900.00	Revise report
9/27/2018	Crocker, Darren	0.50	580.00	290.00	Discussion with Mr. Chan regarding report; review and sign report
9/28/2018	Chan, Garrett	0.30	450.00	135.00	Revisions to Ninth Report
9/28/2018	Knox, Christopher	0.50	250.00	125.00	Saved corrected documents to system and delivered documents to Ogilvie office.
9/28/2018	Crocker, Darren	0.50	580.00	290.00	Discussion with Mr. Chan regarding further revision to report; review email from Mr. Rowan; sign revised report to court
9/30/2018	Chan, Garrett	0.10	450.00	45.00	Review email from legal counsel
10/1/2018	Knox, Christopher	0.40	250.00	100.00	Uploaded and saved filed Ninth Report of Monitor and Application Returnable October 2, 2018 to insolvency webpage.
10/1/2018	Crocker, Darren	0.60	580.00	348.00	Review email and attachments from Mr. Rowan; review statement of account from Mr. MacLean; review email from Mr. Knox
10/2/2018	Crocker, Darren	1.20	580.00	696.00	Review Monitor's Report in preparation for court; attend court application; review and respond to email from Mr. Knox regarding outstanding Monitor's accounts
10/4/2018	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. McCabe
10/5/2018	Knox, Christopher	0.40	250.00	100.00	Document review and records management.
10/9/2018	Knox, Christopher	0.40	250.00	100.00	Saved Court Order to network and uploaded copy of Order to insolvency webpage.
10/9/2018	Chan, Garrett	0.20	450.00	90.00	Email to creditor
10/9/2018	Crocker, Darren	0.50	580.00	290.00	Review filed copy of Order; email to Mr. Knox
10/24/2018	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. MacLean; review and respond to email from Mr. Chan
11/15/2018	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. MacLean
11/16/2018	Crocker, Darren	0.20	580.00	116.00	Email to Mr. Knox; review email from same
11/19/2018	Crocker, Darren	0.20	580.00	116.00	Review email from Ms. Grmeiner; email to parties regarding outstanding accounts
11/20/2018	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. McCabe; review further email from Mr. McCabe
11/21/2018	Crocker, Darren	0.10	580.00	58.00	Review correspondence from Mr. McCabe
11/25/2018	Crocker, Darren	0.20	580.00	116.00	Review voice message from Mr. Rowan; telephone call from same
11/26/2018	Crocker, Darren	0.40	580.00	232.00	Review correspondence from Court; review correspondence from Mr. Rowan; review correspondence from Mr. Bieganeck to Court; review email from Mr. McCabe
11/28/2018	Crocker, Darren	2.30	580.00	1,334.00	Draft tenth report to court; emails to Mr. Chan and Mr. Rowan; telephone call to Mr. Rowan; review voice message from Mr. MacLean and return call to same
11/28/2018	Crocker, Darren	0.30	580.00	174.00	Review materials filed by Mr. Bieganeck; review email from Mr. MacLean
11/29/2018	Chan, Garrett	2.50	450.00	1,125.00	Work on report; phone call with interested investor; phone call with Mr. Rowan
11/29/2018	Crocker, Darren	0.10	580.00	58.00	Review voice message from Mr. MacLean; return call to same; review email from Mr. Rowan and correspondence regarding payment of property taxes
11/29/2018	Crocker, Darren	0.10	580.00	58.00	Review email and correspondence from Ms. Sookdeo
11/30/2018	Chan, Garrett	0.20	450.00	90.00	Finalize report and send to counsel
11/30/2018	Taylor, Robert	0.40	580.00	232.00	Quality assurance review of report
12/3/2018	Knox, Christopher	0.40	250.00	100.00	Document review and records management.
12/5/2018	Knox, Christopher	0.50	250.00	125.00	Follow up on outstanding paperwork on file. Meeting with Mr. Crocker and Mr. Chan to discuss file and complete documents.
12/7/2018	Crocker, Darren	2.00	580.00	1,160.00	Review materials in preparation for Court; review draft order; telephone call with Mr. Rowan; discussion with Mr. McCabe; review outstanding work in progress and accounts receivables; attend court application
12/17/2018	Knox, Christopher	0.40	250.00	100.00	Saved Order regarding extension of stay of proceedings to network and uploaded to insolvency webpage.
12/17/2018	Crocker, Darren	0.20	580.00	116.00	Review email and Order received from Mr. Bieganeck; email to Mr. Chan
1/15/2019	Crocker, Darren	0.20	580.00	116.00	Review voice message from Mr. Rowan and return call to same
1/16/2019	Crocker, Darren	0.30	580.00	174.00	Review voice message from Mr. Rowan; telephone call with same; email to Mr. Chan

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

1/17/2019	Crocker, Darren	0.50	580.00	290.00	Telephone call from Mr. Rowan regarding report and issues concerning Federal court application by Enoch First Nation; subsequent telephone call with Mr. Rowan; email to Mr. Chan regarding draft report; review email from Mr. Rowan and Mr. McCabe
1/21/2019	Crocker, Darren	0.10	580.00	58.00	Discuss timing of Report to Court with Mr. Chan
1/22/2019	Knox, Christopher	0.50	250.00	125.00	Review of legal fees, Trustee fees and work in progress. Compiled spreadsheet and confirmed amount outstanding with internal accounting.
1/23/2019	Crocker, Darren	0.10	580.00	58.00	Review and respond to email from Mr. MacLean
1/24/2019	Crocker, Darren	0.20	580.00	116.00	Telephone call with Mr. MacLean to discuss status of airport and upcoming court application
1/28/2019	Chan, Garrett	0.20	450.00	90.00	Talk to Mr. Rowan
1/30/2019	Chan, Garrett	1.50	450.00	675.00	Drafting eleventh report
1/30/2019	Crocker, Darren	0.30	580.00	174.00	Review emails from Mr. Rowan and Mr. McCabe and further background information on the Federal Court application on April 1st; discuss with Mr. Chan
1/30/2019	Crocker, Darren	0.50	580.00	290.00	Telephone calls with Mr. Rowan regarding his discussions with Mr. Bieganek and Mr. McCabe; discuss contents for upcoming report; discussion with Mr. Chan regarding same
1/30/2019	Knox, Christopher	0.40	250.00	100.00	Prepared time dockets for Court.
1/31/2019	Crocker, Darren	0.80	580.00	464.00	Review several emails from legal counsel regarding upcoming court application; telephone call with Mr. Rowan
2/1/2019	Chan, Garrett	2.50	450.00	1,125.00	Emails and phone calls with Mr. Rowan regarding stay extension and Monitor's report
2/4/2019	Chan, Garrett	0.10	450.00	45.00	Emails to legal counsel and quality assurance partner
2/4/2019	Crocker, Darren	1.20	580.00	696.00	Review first draft of Eleventh Report to court; emails to and from Mr. Chan regarding same and possible extension date; review email from Mr. Rowan; review email from Ms. Hinz; review email from Mr. Bieganek; review email from Mr. McCabe
2/5/2019	Adlington, Ryan	0.50	580.00	290.00	Review of report
2/5/2019	Chan, Garrett	0.50	450.00	225.00	Phone calls with Mr. Adlington and Mr. Rowan; revise eleventh report
2/5/2019	Crocker, Darren	0.50	580.00	290.00	Review emails from Mr. Chan and updated version of report; email comments to same
2/6/2019	Chan, Garrett	0.50	450.00	225.00	Email with Mr. Bieganek; final revisions to eleventh report; coordinate sign off; emails with Mr. Rowan
2/6/2019	Crocker, Darren	0.40	580.00	232.00	Review filed application and correspondence from Mr. Bieganek; review correspondence and filed materials from Mr. Rowan
2/7/2019	Chan, Garrett	0.20	450.00	90.00	Quality assurance acknowledgment; review emails from Mr. Rowan
2/7/2019	Knox, Christopher	0.40	250.00	100.00	Document review and records management.
2/7/2019	Crocker, Darren	0.70	580.00	406.00	Review Second Affidavit of Mr. Froese; review and respond to email from Mr. Rowan; email to Mr. Knox regarding materials for website; review and sign off on QAR form
2/8/2019	Knox, Christopher	0.80	250.00	200.00	Reviewed network documents and insolvency webpage, uploaded missing documents and made note of documents missing from network.
2/8/2019	Crocker, Darren	0.20	580.00	116.00	Discussion with Mr. Knox regarding further documents to be posted to Monitor's website
2/13/2019	Chan, Garrett	0.10	450.00	45.00	Emails with Mr. Gilgen to follow up on monitoring
2/14/2019	Crocker, Darren	0.20	580.00	116.00	Review correspondence and form of Order from Mr. Bieganek; email to Mr. Rowley
2/15/2019	Crocker, Darren	2.00	580.00	1,160.00	Attend Court for extension of stay
2/18/2019	Chan, Garrett	0.50	450.00	225.00	Review monitoring information
2/20/2019	Knox, Christopher	0.40	250.00	100.00	Saved February 15, 2019 Extension Order to the network and uploaded to insolvency webpage.
2/20/2019	Crocker, Darren	0.20	580.00	116.00	Review filed order and correspondence from Mr. Bieganek; email to Mr. Knox
3/5/2019	Crocker, Darren	0.20	580.00	116.00	Review email from Mr. Rowan; review email from Mr. Chan
3/7/2019	Chan, Garrett	0.20	450.00	90.00	Calculate interim financing balance and email to lawyers
3/7/2019	Crocker, Darren	0.10	580.00	58.00	Review email from Mr. Chan
3/11/2019	Crocker, Darren	0.20	580.00	116.00	Review email from legal counsel for mortgagee; email to Mr. Rowan
3/12/2019	Chan, Garrett	0.50	450.00	225.00	Review offer to purchase
3/12/2019	Crocker, Darren	1.00	580.00	580.00	Review email from trial co-ordinator; review email from Mr. Bieganek; review draft purchase agreement; telephone call to Mr. Bieganek regarding admin charge amount; telephone call to Mr. MacLean
3/13/2019	Crocker, Darren	0.50	580.00	290.00	Review and respond to email from Mr. Bieganek; discussion with Mr. Chan regarding court application for April 17th; review further email from Mr. Bieganek; review email from Mr. Rowan

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

3/14/2019	Crocker, Darren	0.10	580.00	58.00	Review email from Ms. Sookdeo
3/15/2019	Crocker, Darren	0.20	580.00	116.00	Review email and attachments from Mr. Knox and respond to same
3/21/2019	Chan, Garrett	3.00	450.00	1,350.00	Work on draft of twelfth report
3/25/2019	Chan, Garrett	1.70	450.00	765.00	Work on draft of twelfth report
3/26/2019	Chan, Garrett	0.10	450.00	45.00	Email from Mr. Crocker
3/27/2019	Chan, Garrett	0.10	450.00	45.00	Discussion with Mr. Crocker regarding report
3/28/2019	Crocker, Darren	0.10	580.00	58.00	Review voice message from Mr. Rowan
3/29/2019	Crocker, Darren	0.10	580.00	58.00	Telephone call to Mr. Rowan
4/1/2019	Crocker, Darren	0.80	580.00	464.00	Telephone call to Mr. Bieganeck; telephone call to Mr. Rowan; email to Mr. Chan; review email regarding adjournment of Federal Court application; review first draft of Twelfth Report to Court
4/1/2019	Knox, Christopher	0.10	250.00	25.00	Discussed status of file with Mr. Crocker.
4/1/2019	Chan, Garrett	0.10	450.00	45.00	Review email regarding case management and offer to purchase
4/5/2019	Chan, Garrett	0.20	450.00	90.00	Phone call with Mr. Rowan
4/9/2019	Crocker, Darren	0.80	580.00	464.00	Review filed materials received from Mr. Bieganeck; telephone call with Mr. Rowan; discussion with Mr. Chan regarding draft report
4/9/2019	Chan, Garrett	0.50	450.00	225.00	Discussion with Mr. Crocker regarding structure of offer to purchase and Monitor's report; review revised offer
4/10/2019	Crocker, Darren	1.20	580.00	696.00	Discussion with Mr. Chan regarding draft report; review and revise report; email to Mr. Rowan; telephone call from Mr. Rowan regarding potential revisions to report
4/10/2019	Chan, Garrett	2.00	450.00	900.00	Final draft of Monitor's twelfth report
4/12/2019	Crocker, Darren	1.00	580.00	580.00	Conference call with Mr. Rowan; revise report to court
4/12/2019	Chan, Garrett	1.50	450.00	675.00	Finalize twelfth report; quality assurance matters; discussions with legal counsel
4/12/2019	Knox, Christopher	0.20	250.00	50.00	Edited 12th Report of the Monitor table of contents alignment, saved to PDF and attached Trustee signature as directed by Trustee and sent to Mr. Chan.
4/12/2019	Adlington, Ryan	0.50	580.00	290.00	Quality Assurance Review of 12th Report
4/14/2019	Crocker, Darren	0.40	580.00	232.00	Review email from Mr. Rowan; review email from Ms. Susy Trace; telephone call from Mr. Rowan; review email from Mr. Rowan to Ms. Trace
4/15/2019	Crocker, Darren	0.30	580.00	174.00	Review Summary of Submissions received from Mr. Bieganeck; discussion with Mr. Chan
4/15/2019	Crocker, Darren	0.60	580.00	348.00	Review email from Ms. Trace; telephone call from Mr. Rowan; review email from Mr. Rowan to Mr. Bieganeck; telephone call to Mr. Rowan regarding update on potential opposition to Mr. Bieganeck's application
4/17/2019	Crocker, Darren	2.40	580.00	1,392.00	Attend court application; discussion with Mr. Knox regarding timing of order and potential new offers
4/29/2019	Chan, Garrett	0.20	450.00	90.00	Review offer to purchase; discussion with Mr. Crocker
4/29/2019	Crocker, Darren	0.40	580.00	232.00	Review offer to purchase and affidavit of Mr. Robert Weinrich
4/30/2019	Crocker, Darren	1.00	580.00	580.00	Review voice message from Mr. Rowan; telephone call with Mr. Rowan; review email from courthouse; telephone call with Mr. MacLean
5/1/2019	Chan, Garrett	0.10	450.00	45.00	Review letter from Mr. Rowan
5/1/2019	Crocker, Darren	0.20	580.00	116.00	Review correspondence from Mr. Rowan to Ms. Hinz; review email from Ms. Hinz
5/2/2019	Crocker, Darren	0.50	580.00	290.00	Discussion with Mr. Chan regarding report requirements; telephone call with Mr. Rowan; review email and corporate search from Mr. Rowan
5/3/2019	Crocker, Darren	0.40	580.00	232.00	Review email from Mr. Bieganeck; discussion with Mr. Chan; review voice message from Mr. Rowan and return call to same; discussion with Mr. Chan regarding preamble for report
5/3/2019	Chan, Garrett	1.00	450.00	450.00	Review Alsalousi offer; work on Thirteenth report
5/5/2019	Chan, Garrett	3.50	450.00	1,575.00	Review cross exam transcripts; drafting Thirteenth report
5/6/2019	Crocker, Darren	2.50	580.00	1,450.00	Review transcripts of Robert Weinrich and Steven Froese; discussion with Mr. Chan regarding first draft of Thirteenth Report; review draft report; email to Mr. Rowan and Mr. Chan; telephone call with Mr. Rowan
5/7/2019	Knox, Christopher	0.80	250.00	200.00	Document review and records management. Uploaded the Eleventh and Thirteenth Report of Monitor to the Insolvency webpage. Requested filed Twelfth report. Saved and uploaded Twelfth report.
5/7/2019	Chan, Garrett	1.00	450.00	450.00	Final review and revisions to Thirteenth report; quality assurance matters
5/7/2019	Crocker, Darren	1.80	580.00	1,044.00	Telephone call with Mr. Rowan to review suggestions revisions to report; revise and update report; email to Mr. Rowan and Mr. Chan; review draft order for Federal Court application
5/7/2019	Crocker, Darren	0.30	580.00	174.00	Subsequent telephone call with Mr. Rowan; telephone call to Ms. Gmeiner; review and sign report to court
5/8/2019	Chan, Garrett	0.20	450.00	90.00	Email to Mr. Crocker

**Parkland Airport Development Corporation
Time Dockets**

Appendix "D"

5/8/2019	Adlington, Ryan	1.00	580.00	580.00	Quality Assurance Review of report; internal discussions
5/8/2019	Crocker, Darren	2.80	580.00	1,624.00	Attend morning and afternoon court applications regarding sale of airport
5/14/2019	Crocker, Darren	0.30	580.00	174.00	Review email and orders received from Mr. Bieganeck; email to Mr. Knox; telephone call with Mr. Rowan regarding appeal period
5/14/2019	Knox, Christopher	0.40	250.00	100.00	Saved Orders to the network and uploaded to insolvency webpage.
5/22/2019	Chan, Garrett	0.20	450.00	90.00	Review draft Order of purchase approval
5/22/2019	Crocker, Darren	1.00	580.00	580.00	Review draft form of order; discussion with Mr. Rowan regarding same
5/23/2019	Crocker, Darren	0.10	580.00	58.00	Review email and schedules to proposed form of Approval and Vesting Order
5/28/2019	Knox, Christopher	0.40	250.00	100.00	Drafted response letter to employment standards care of CBV Collections.
5/28/2019	Chan, Garrett	0.10	450.00	45.00	Review employment standards demand to pay
5/28/2019	Crocker, Darren	0.20	580.00	116.00	Review correspondence from Province of Alberta regarding wage claim of creditor; review email from Mr. Chan; review draft correspondence from Mr. Knox
5/30/2019	Chan, Garrett	0.10	450.00	45.00	Review email from Mr. Rowan
		<u>405.10</u>		<u>\$ 190,946.00</u>	

Summary by Timekeeper

Partner	Crocker, Darren	214.00	580.00	124,120.00
Partner	Smith, Gordon	2.90	580.00	1,682.00
Partner	Taylor, Robert	0.40	580.00	232.00
Partner	Adlington, Ryan	2.00	580.00	1,160.00
Partner	Allen, Vanessa	0.50	580.00	290.00
Senior Manager	Chan, Garrett	34.10	450.00	15,345.00
Manager	Chan, Garrett	116.60	350.00	40,810.00
Senior	Gaspar, Dana	6.50	250.00	1,625.00
Senior	Knox, Christopher	8.30	250.00	2,075.00
Analyst	Knox, Christopher	5.80	195.00	1,131.00
Analyst	Knox, Christopher	12.40	190.00	2,356.00
Technician	Flynn, Wendy	0.20	75.00	15.00
Technician	Leenders, Kathryn	0.40	75.00	30.00
Technician	Celino, Michael	1.00	75.00	75.00
		<u>405.10</u>		<u>\$ 190,946.00</u>

Appendix "E"

DELOITTE RESTRUCTURING INC.

RE: PARKLAND AIRPORT DEVELOPMENT CORPORATION

STATEMENT OF OGILVIE LLP INVOICES

Invoice Date	Invoice Number	Invoice Amount
December 15, 2016	376028	\$6,922.36
January 25, 2017	377258	\$1,994.71
March 28, 2017	379558	\$3,802.77
April 24, 2017	380404	\$13,410.94
May 2, 2017	380853	\$6,547.18
May 23, 2017	381240	\$225.81
June 22, 2017	382323	\$2,186.57
July 26, 2017	383365	\$624.33
August 23, 2017	384387	\$2,028.65
September 22, 2017	385538	\$5,882.95
October 25, 2017	386802	\$1,336.15
November 2, 2017	387354	\$2,685.53
November 28, 2017	388215	\$1,639.52
December 18, 2017	389330	\$698.25
February 23, 2018	391291	\$2,407.98
March 26, 2018	392224	\$2,418.83
April 25, 2018	393139	\$292.33
May 17, 2018	393927	\$698.88
June 25, 2018	395218	\$130.94
July 25, 2018	396266	\$547.58
August 23, 2018	397213	\$3,380.37
September 24, 2018	398296	\$489.72
October 24, 2018	399329	\$1,258.77
November 26, 2018	400511	\$482.79
December 18, 2018	401446	\$2,042.81
January 23, 2019	402389	\$911.86
February 25, 2019	403270	\$2,292.38
April 25, 2019	405040	\$8,989.24
May 24, 2019	405907	\$9,836.13
June 26, 2019	406938	\$4,213.02
July 23, 2019	407717	\$1,766.42
TOTAL:		\$92,145.77