



Clerk's stamp:

FILE NUMBER

2101-04434

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

CMLS FINANCIAL LTD.

DEFENDANTS

**QUEEN MARY PARK PLACE LTD.,
PARMINDER BAGGA, and SHAZAD
MARDHANI**

DOCUMENT

**FIRST REPORT TO THE COURT OF THE
BOWRA GROUP INC. IN ITS CAPACITY AS
RECEIVER AND MANAGER OF QUEEN
MARY PARK PLACE LTD.**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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IN THE MATTER OF THE RECEIVERSHIP OF QUEEN MARY PARK PLACE LTD.

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- A. A copy of the Receivership Order granted on May 26, 2021
- B. A copy of the Sale and Vesting Order granted on July 16, 2021
- C. A copy of the Redemption Order – Listing granted on July 16, 2021
- D. A copy of the Sale and Vesting Order granted on October 1, 2021
- E. Interim Statement of Receipts and Disbursements for the period of May 26, 2021, to January 5, 2022
- F. A copy of the Personal Property Registry Search for Queen Mary Park Place Ltd.
- G. A copy of the Fee Affidavit of Kristin Gray

PURPOSE OF REPORT

1. Pursuant to an Order of the Court of Queen's Bench of Alberta granted May 26, 2021 (the "**Receivership Order**"), The Bowra Group Inc. was appointed receiver and manager (the "**Receiver**") of all land, current and future improvements, and fixtures of Queen Mary Park Place Ltd. ("**Queen Mary**" or the "**Company**"). A copy of the Receivership Order is attached as **Appendix "A"**.
2. This is the first report (the "**First Report**") to the Court filed by the Receiver respecting the administration of the estate of Queen Mary.
3. The purpose of this report is to:
 - i. Provide this Honourable Court with a summary of our activities since our appointment as Receiver;
 - ii. Provide this Honourable Court with a statement of receipts and disbursements for the period of May 26, 2021, to January 5, 2022;
 - iii. Assist in this Honourable Court's consideration of the Receiver's application to make a final distribution of funds held by the Receiver subject to the priorities of the various creditors;
 - iv. Request the approval of the Receiver's activities and fees incurred to date, plus additional professional fees, disbursements, and taxes up to a maximum of \$5,000 to complete the administration of the Receivership; and,
 - v. Approve the discharge of the Receiver on the terms set out in the proposed form of Discharge Order appended to the Receiver's Notice of Application filed concurrently with this First Report.

BACKGROUND INFORMATION

4. Queen Mary was the registered owner of the property municipally described as 10720 107 Avenue, Edmonton, Alberta and legally described as:

PLAN B4
BLOCK SEVEN (7)

LOTS ONE HUNDRED AND SEVENTY-NINE (179) ONE HUNDRED AND EIGHTY (180) AND ONE HUNDRED AND EIGHTY-ONE (181)
 EXCEPTING THEREOUT: ALL THAT PORTION OF LOT ONE HUNDRED AND SEVENTY-NINE (179) WHICH LIES SOUTHWEST OF A STRAIGHT LINE WHICH JOINS AT POINTS IN THE WEST AND SOUTH BOUNDARIES OF SAID LOT ONE HUNDRED AND SEVENTY-NINE (179), RESPECTIVELY DISTANT FIFTEEN (15) FEET NORTH AND EST FROM THE SOUTHWEST CORNER THEROF
 EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “**Property**”)

5. The Property is a 16,288 square foot commercial strip mall consisting of six retail bays on the ground level and eight office spaces on the second floor.
6. At the time of the Receivership, the Property was 79% leased and had eight tenants including a number of convenient stores, a restaurant, an accounting office, fitness studios, a liquor store, a hair salon and a barber shop.
7. Assets of the Company related solely to the Property, and included the building, land, leases, and commercial rent receivable.
8. Mr. Shazad Mardhani is the sole director of Queen Mary.

INSOLVENCY EVENTS

9. Financing for the Company was provided by a first, second, and third mortgage from CMLS Financial Ltd. (“**CMLS**”), Moskowitz Capital Mortgage Fund II Inc., and KZN Investments & Financing Ltd. (“**KZN**”), respectively.
10. Queen Mary defaulted on its obligations to CMLS by, among other things;
 - Allowing subsequent encumbrances to be registered on the title of the Property; and,
 - Failing to reasonably maintain the Property, including failing to pay municipal property taxes.
11. On March 5, 2021, the mortgage owing to CMLS matured and Queen Mary failed to repay the indebtedness owing.

12. As a result of the foregoing, CMLS had concerns about the Company's ability to fully preserve the assets, protect the security, and effectively manage the Property. As such, on May 26, 2021, CMLS applied for and obtained the Receivership Order.

FORECLOSURE PROCEEDINGS

13. An Order approving the sale of the Property and vesting title in and to KZN was granted by this Honourable Court on July 16, 2021. A copy of the Sale and Vesting Order is attached as **Appendix "B"**. The sale was set to close on or before August 31, 2021.

14. KZN failed to close the purchase of the Property as contemplated in the Sale and Vesting Order. As such, the Property was listed for sale with a licensed real estate agent pursuant to the Redemption Order – Listing granted July 16, 2021. A copy of the Redemption Order – Listing is attached as **Appendix "C"**.

15. An offer to purchase the Property was received from 6667 Holdings Ltd. ("**6667**") and an Order approving the sale of the Property and vesting title in and to 6667 was granted by this Honourable Court on October 1, 2021. The sale subsequently closed on November 1, 2021. A copy of the Sale and Vesting Order is attached as **Appendix "D"**.

16. Pursuant to the Sale and Vesting order granted October 1, 2021, the Receiver is discharged upon 6667 taking possession of the Property, subject to the passing of accounts by the Receiver.

17. The Receiver handed over possession of the Property effective November 1, 2021.

RECEIVER'S ACTIVITIES

18. On May 27, 2021, the Receiver attended, took possession, and secured the Property.

19. The Receiver hand delivered information packages to all tenants of the Property to inform them of the Receivership and to provide them with instruction regarding the payment of rent on a go forward basis.

20. The Receiver held various discussions with the tenants regarding their lease agreements.

21. The Receiver managed operations of the Property including;

- Collection of monthly rent from all tenants;
- Preparing and managing a master rent roll summary;
- Dealing with day-to-day enquiries from tenants regarding lack of air conditioning, maintenance requests and general concerns;
- Engaged a third-party contractor to repair significant sink holes in the parking lot; and,
- Mitigated the threat of unwanted individuals at the Property.

22. As at the date of Receivership, the Receiver confirmed and reviewed the building insurance and liability coverage with the existing insurer, SGI Canada (“**SGI**”). SGI denied renewal of the existing policy effective July 1, 2021. As such, the Receiver obtained building and liability insurance through HUB International Insurance Brokers.

23. The Receiver engaged various utility providers to ensure all utility services were continued at the Property.

24. The Receiver froze all bank account for the Company made available to the Receiver.

25. The Receiver obtained and reviewed the books and records provided by the Company.

26. Following the sale of the Property to the 6667, the Receiver cancelled all insurance and utility services to the Property and ceased all property management duties.

27. The Receiver completed its ordinary course of administrative requirements pursuant to the Bankruptcy and Insolvency Act, R.S.C., 1985, C. B-3 (the “BIA”). The Receiver maintained a case website to provide information to the Company’s creditors and interested parties and held discussions with creditors regarding the status of the Receivership and the administration of the Queen Mary estate.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

28. A copy of the interim statement of receipts and disbursements for the period of May 26, 2021, to January 5, 2022, is attached to this First Report as **Appendix “E”**. Receipts and disbursements to date total \$168,343 and \$142,060, respectively.
29. The Receiver collected commercial rent in the amount of \$147,708.
30. As at January 5, 2022, the Receiver holds \$26,283 in its trust account.

PRIORITY CLAIMS AND DISTRIBUTION

31. In September 2017, CMLS provided financing to Queen Mary in the principal amount of \$3,200,000 secured by the following (the **“CMLS Security”**):
- General security agreement granting an interest in all present and after acquired personal property; and,
 - A mortgage over the Property, including an assignment of rents and leases.
32. A copy of a Personal Property Registry Search Results Report obtained in respect of Queen Mary is attached as **Appendix “F”**.
33. As at July 6, 2021, the Company was indebted to CMLS in the amount of \$2,935,989 plus interest continuing to accrue thereafter, exclusive of costs incurred by the Receiver.
34. As at the date of the Receivership, the Company had no employees and the Receiver understands there were no amounts owing for wages, vacation pay or severance. Accordingly, no priority claims related to the Wage Earner Protection Act are expected.
35. Canada Revenue Agency (the **“CRA”**) has filed a claim with the Receiver in the amount of \$39,484 for pre-receivership GST/HST amounts, of which \$19,128 represents property of the Crown held in trust. The Receiver has confirmed with counsel to CMLS that this claim was not paid from sale proceeds and remains outstanding as at the date of this report.
36. The Receiver proposes to make a distribution to CRA in the amount of \$19,128 to satisfy the priority property claim.

37. As at July 15, 2021, municipal property taxes owing to the City of Edmonton in respect of the Property were outstanding in the approximate amount of \$200,000. The Receiver understands the outstanding property taxes have been paid from the sale proceeds in accordance with the Sale and Vesting Order granted October 1, 2021.
38. The Receiver has reviewed the Company's books and records and is not aware of any other claims that would take priority over the CMLS Security.
39. Pursuant to the Redemption Order – Listing granted on July 16, 2021, the security held by CMLS over the mortgaged Property and mortgaged personal property has been declared valid and enforceable.
40. CMLS has advised the Receiver that after allocation of the sale proceeds, the estimated shortfall as at January 24, 2022, is \$24,880.
41. The Receiver proposes to make a distribution to CMLS in the amount of \$2,150 taking into consideration the remaining professional fees and costs of the administration of the Receivership estimated at \$5,000. Any remaining funds after the payment of professional fees and remaining costs will be distributed to CMLS.

PROFESSIONAL FEES

i. Summary of Receiver's Accounts

42. A summary and copies of the Receiver's invoices rendered during the period of May 26, 2021, to November 30, 2021, are attached as **Exhibit A** to the Fee Affidavit (the "**Affidavit**") sworn by Kristin Gray in this Action. A copy of the Affidavit is attached to this First Report as **Appendix "G"**.
43. The total Receiver fees to date are \$49,232 and disbursements are \$3,081 as summarized in the table below:

	\$
Fees	49,232
Disbursements	3,081
GST	2,616
Total	<u>54,928</u>

44. On a regular basis, the Receiver has rendered its accounts to the primary secured creditor, CMLS, for approval.

ii. Receiver Staffing and Hours

45. Since the appointment of the Receiver by this Honourable Court, Ms. Kristin Gray, Senior Vice President of Bowra, has had primary responsibility for the work carried out by the Receiver. When appropriate, this work was delegated to other staff within Bowra. A summary of the time spent administering the estate by members of the staff of Bowra for the period of May 26, 2021, to November 30, 2021, is detailed in the table below:

Name	Title	Hours	Hourly Rate (\$)
Kristin Gray	Senior Vice President	39.15	450/500
Nicole Carreau	Associate	98.25	250/295
Garrett Stupan	Associate	2.75	250
Sofie Parker	Estate Administrator	3.75	185
Administrative		38.45	125/165
		182.35	

46. In the Receiver's opinion, the time and disbursements incurred by the Receiver in the course of its duties are fair and reasonable in a receivership of the nature described herein. In the Receiver's opinion, the cost of this Receivership is comparable to receivership assignments of similar scale and complexity.

47. The hourly rates charged by the Receiver are consistent with the average hourly rates billed by the Receiver on its other engagements and, to the Receiver's knowledge, consistent with other accounting firms of comparable size engaged on similar receivership matters.

48. The Receiver requests that this Honourable Court approve the Receiver's fees incurred to date and further approves additional professional fees (including legal, if necessary),

disbursements, and taxes to a maximum of \$5,000 to complete the administration of the Receivership. The estimated fees related to the work required to issue the distributions, prepare for the discharge of the Receiver, and other unbilled work in progress.

CONCLUSION AND RECOMMENDATION

49. The Receiver respectfully requests that this Honourable Court grant an Order:

- i. Approving the activities of the Receiver as set out herein;
- ii. Approving the Receiver’s interim statement of receipts and disbursements for the period of May 26, 2021, to January 5, 2022;
- iii. Approving a distribution of funds to the CRA for payment of the GST property claim in the amount of \$19,128;
- iv. Approving an interim distribution of funds to CMLS in the amount of \$2,150;
- v. Approve additional professional fees, disbursements, and taxes to a maximum of \$5,000; and,
- vi. Assist in this Honourable Court’s consideration of the Receiver’s application to approve the Discharge Order.

All of which is respectfully submitted this 27th day of January 2022.

The Bowra Group Inc.

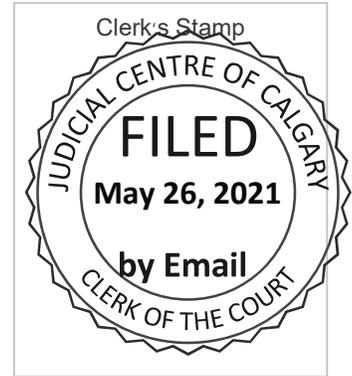
Receiver of land, current and future improvements, and fixtures of Queen Mary Park Place Ltd.

Per: 
Kristin Gray, CPA, CA, CIRP, LIT

APPENDIX A

A copy of the Receivership Order granted on May 26, 2021

FILE NUMBER 2101-04434
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CMLS FINANCIAL LTD.
DEFENDANTS QUEEN MARY PARK PLACE LTD.,
PARMINDER BAGGA, and
SHAZAH MARDHANI
DOCUMENT ORDER APPOINTING RECEIVER AND
MANAGER



52383

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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **BORDEN LADNER GERVAIS LLP.**
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T2P 0R3

Attention: Paul S. Taylor
Telephone: (403) 232-9618
Fax: (403) 266-1395
Lawyer's File No.: AKM-434636.000239

DATE ON WHICH ORDER WAS PRONOUNCED: WEDNESDAY, THE 26TH MAY 2021
LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA
NAME OF MASTER WHO MADE THIS ORDER: J. Farrington

UPON the application of the Plaintiff; AND UPON having read the Application of the Plaintiff; AND UPON having read the supporting Affidavit of Jeff Burt, filed;

AND UPON it appearing that the lands, premises and personal property which are the subject of the within action are required to be properly preserved and managed; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND UPON THE DEFENDANTS NOT APPEARING;

A handwritten signature in black ink, appearing to be "JF".

1. The time for service of the notice of application for this Order is hereby abridged to the time actually given and service of the Application and supporting materials is good and sufficient and this hearing is property returnable before this Honourable Court today and further service thereof is hereby dispensed with.

APPOINTMENT

2. Pursuant to section 49 of the *Law of Property Act*, RSA 2000 c. L-7, section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 ("PPSA") and section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("BIA"), The Bowra Group Inc. is hereby appointed as

Receiver and Manager, without security, of land, current and future improvements and fixtures of the Defendant **QUEEN MARY PARK PLACE LTD.** ("Queen Mary Place") situated on lands legally described as:

**PLAN B4
BLOCK SEVEN (7)
LOTS ONE HUNDRED AND SEVENTY NINE (179) ONE HUNDRED AND EIGHTY (180) AND ONE HUNDRED AND EIGHTY ONE (181)
EXCEPTING THEREOUT: ALL THAT PORTION OF LOT ONE HUNDRED AND SEVENTY NINE (179) WHICH LIES SOUTHWEST OF A STRAIGHT LINE WHICH JOINS AT POINTS IN THE WEST AND SOUTH BOUNDARIES OF SAID LOT ONE HUNDRED AND SEVENTY NINE (179), RESPECTIVELY DISTANT FIFTEEN (15) FEET NORTH AND EAST FROM THE SOUTHWEST CORNER THEREOF
EXCEPTING THEREOUT ALL MINES AND MINERALS**

which are secured by Mortgage Land Titles instrument number 172 303 636 and also all of the present and after acquired personal property of every nature and kind wherever situated, including all proceeds thereof which is secured by a Security Agreement registered with the Personal Property Registry as registration No. 1711224828 (collectively the "Queen Mary Place Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Queen Mary Place Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Queen Mary Place Property and any and all proceeds, receipts and disbursements arising out of or from the Queen Mary Place Property including the collection of rents and profits thereof as well as any arrears of rent and rent held by Queen Mary Place or any other party acting or previously acting on behalf of Queen Mary Place;
 - (b) to receive, preserve, and protect the Queen Mary Place Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, of the Queen Mary Place Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Queen Mary Place Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts pertaining to the Queen Mary Place Property;
 - (d) to engage such other consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Queen Mary Place Property or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to Queen Mary Place and to exercise all remedies of Queen Mary Place in collecting such monies, including, without limitation, to enforce any security held by Queen Mary Place;
 - (g) to settle, extend or compromise any indebtedness owing to or by Queen Mary Place;

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Queen Mary Place Property, whether in the Receiver's name or in the name and on behalf of Queen Mary Place, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Queen Mary Place Property;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Queen Mary Place Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Queen Mary Place Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Queen Mary Place Property against title to any of the Queen Mary Place Property;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Queen Mary Place;
- (n) to enter into agreements with any trustee in bankruptcy appointed in respect of Queen Mary Place, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by Queen Mary Place;
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including Queen Mary Place and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Queen Mary Place and all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders of such corporations, and all other persons acting on its instructions or behalf, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any property of the Queen Mary Place in such Person's possession or control, shall grant immediate and continued access to such property to the Receiver, and shall deliver all such property (excluding property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of Queen Mary Place, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in the next paragraph of this Order shall require the delivery of Records, or the granting of access to Records, which may not be

disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a “Proceeding”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST QUEEN MARY PLACE OR THE QUEEN MARY PLACE PROPERTY

8. No Proceeding against or in respect of the interests of Queen Mary Place shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of such parties in respect to Queen Mary Place are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of Queen Mary Place or an action, suit or Proceeding that is taken in respect of Queen Mary Place by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by Queen Mary Place, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an “eligible financial contract” (as defined by the *Companies’ Creditors Arrangement Act*) with Queen Mary Place from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Queen Mary Place or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or

other services to Queen Mary Place are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the current telephone numbers, facsimile numbers, internet addresses and domain names of Queen Mary Place, provided that, in each case, that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Queen Mary Place or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of Queen Mary Place shall remain the employees of Queen Mary Place until such time as the Receiver, on behalf of Queen Mary Place, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Queen Mary Place Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Queen Mary Place Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of the Queen Mary Place Property shall be entitled to continue to use the personal information provided to it, and related to the Queen Mary Place Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Queen Mary Place, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Queen Mary Place Property, the Receiver is not

personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order or within 10 days after the order is made if no time is so specified or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Queen Mary Place Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "Receiver's Charge") on the Queen Mary Place Property, which charge shall not exceed an aggregate amount of \$75,000.00, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Queen Mary Place Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The Queen Mary Place Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges, mortgages and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
24. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in Affidavit form and shall be considered by this Court as evidence.
27. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of Queen Mary Place, provided however, that the Receiver shall be qualified to do so.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. The Plaintiff is entitled to its costs on a solicitor and his own client basis for bringing the application for the appointment of the Receiver, pursuant to the security held by the Plaintiff.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver, the Plaintiff and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

32. The Receiver shall establish and maintain a website in respect of these proceedings at: www.bowragroup.com/queenmaryplace (the "Receiver's Website") and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all Applications, Reports, Affidavits, Orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing Order.
33. Service of this Order and any and all other documents in these proceedings may be effected without limitation on:
- (a) The Defendants upon their counsel: Rackel Belzil LL.P., Barristers and Solicitors, Attention: Raj S. Deol by e-mail at: rdeol@rackelbelzil.ca;
 - (b) The Receiver and Manager, The Bowra Group, Attention: Kristin Gray by e-mail at: kgray@bowragroup.com;
 - (c) The Plaintiff upon its counsel: Borden Ladner Gervais LLP, Barristers and Solicitors, Attention; Paul S. Taylor by e-mail at: pataylor@blg.com. and to Andrew K. Maciag, Q.C. by e-mail at: amaciag@blg.com
- and any other party who advises of the request for service and such service shall be deemed good and sufficient for all purposes.
34. 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 or otherwise served with notice of 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; and
 - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.
35. Service of all documents subsequent to this Order shall be effective if served in accordance with sub-paragraph (a) of the immediately preceding paragraph of this Order.
36. Service of this Order and of all documents subsequent to this Order may be effected by facsimile, electronic mail, personal delivery or courier and service is deemed to be effected the next business day following such transmission or delivery.

Master in Chambers



SCHEDULE "A"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, (the "Receiver") is the Receiver in Court of Queen's Bench of Alberta, Judicial Centre of Calgary, action 2101-04434 of the Queen Mary Place Property appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated the ____ of _____, 2021 (the "Order") made in the said Court action, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the Queen Mary Place Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of the Queen Mary Place Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Queen Mary Place Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2021.

THE BOWRA GROUP,
solely in its capacity as Receiver of the Queen Mary Place
Property (as defined in the Order), and not in its personal capacity

Per: _____

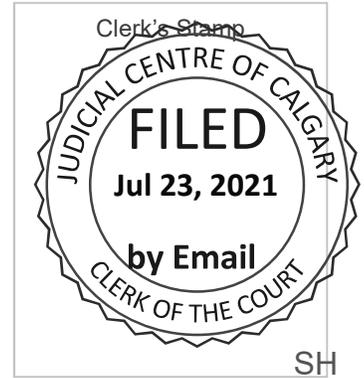
Name: _____

Title: _____

APPENDIX B

A copy of the Sale and Vesting Order granted on July 16, 2021

FILE NUMBER 2101-04434
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CMLS FINANCIAL LTD.
DEFENDANTS QUEEN MARY PARK PLACE LTD.,
PARMINDER BAGGA, and
SHAZAH MARDHANI
DOCUMENT ORDER CONFIRMING SALE AND VESTING ORDER



71928

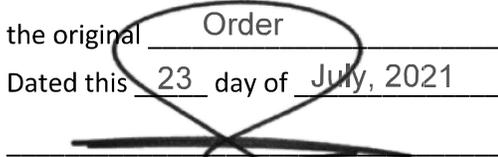
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BORDEN LADNER GERVAIS LLP.
Barristers and Solicitors
1900 Centennial Place, East Tower
520 Third Avenue S.W.
Calgary, Alberta, Canada
T2P 0R3

Attention: Andrew K. Maciag, Q.C./ Paul S. Taylor
Telephone: (403) 232-9608/(403) 232-9618
Fax: (403) 266-1395
Lawyer's File No.: 434636.000239

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

Dated this 23 day of July, 2021


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: FRIDAY, THE 16th JULY 2021

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF MASTER WHO MADE THIS ORDER: L. A. MATTIS

UPON the application of the Plaintiff; AND UPON reading the Affidavit of Default, the Affidavit of Value and Valuator's Report, the Affidavits of Offers and the Certified Copies of Title and Personal Property Registry Search;

AND UPON hearing counsel for the Plaintiff (Andrew K. Maciag, Q.C.), counsel for the Defendants, for River City Imperium Developments Corp. and for 6667 Holdings Ltd. (Raj Deol), counsel for 2329699 Alberta Ltd. (Murray L. Engelking), counsel for KZN Investments & Financing Ltd. (Patrick Kirwin); and Kristin Gray of The Bowra Group Inc., Court appointed Receiver and Manager in the within action;

IT IS HEREBY ORDERED THAT:

1. In this Order the mortgaged lands and mortgaged personal property are the following:

**PLAN B4
BLOCK SEVEN (7)
LOTS ONE HUNDRED AND SEVENTY NINE (179) ONE HUNDRED AND EIGHTY (180) AND ONE HUNDRED AND EIGHTY ONE (181)
EXCEPTING THEREOUT: ALL THAT PORTION OF LOT ONE HUNDRED AND SEVENTY NINE (179) WHICH LIES SOUTHWEST OF A STRAIGHT LINE WHICH JOINS AT POINTS IN THE WEST AND SOUTH BOUNDARIES OF SAID LOT ONE HUNDRED AND SEVENTY NINE (179), RESPECTIVELY DISTANT FIFTEEN (15) FEET NORTH AND EAST FROM THE SOUTHWEST CORNER THEREOF
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(hereinafter referred to as the “Mortgaged Lands”)

and

all of the present and after acquired personal property of every nature and kind wherever situated, including all proceeds thereof which is secured by a Security Agreement registered with the Personal Property Registry as registration No. 1711224828

(hereinafter referred to as the “Mortgaged Personal Property”).

2. The mortgage and additional security set out in the Affidavit of Default are valid and enforceable security over the Mortgaged Lands and the Mortgaged Personal Property.
3. There is outstanding, due and owing to the Plaintiff under the aforesaid mortgage and additional security the sum of \$2,935,989.68, as at the ^{5th} ~~6th~~ day of July 2021 (as set forth in the Statement of Secured Indebtedness which is attached to this Order as Schedule “A”), plus costs on a solicitor and client own basis, as worded in the mortgage, plus interest thereafter at the mortgage rate, plus other amounts chargeable under the mortgage (the “Indebtedness”). The requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a) of the *Alberta Rules of Court*, Alta Reg 124/2010 is hereby waived.
4. The Defendants and subsequent encumbrancers have one month from service of this Order upon them to apply to vary the amount declared owing pursuant to paragraph 2 with respect to any amounts not disclosed in the Affidavit of Default served in support of the application for this Order.
5. The Offer to Purchase submitted by KZN Investments & Financing Ltd. (the “Purchaser”) in the amount of \$3,575,000.00 for the purchase of the Mortgaged Lands and Mortgaged Personal Property, is hereby approved and accepted. Counsel for KZN Investments & Financing Ltd. shall immediately and unconditionally forward the non-refundable deposit of \$100,000.00 to counsel for the Plaintiff to be held in trust to the credit of the sale transaction approved by this Order. In the event that the said non-refundable deposit is forfeited, the Plaintiff shall be entitled to such deposit funds and shall be apply the deposit amount against the Indebtedness declared in this Order to be owing to the Plaintiff.
6. The Purchasers shall, on or before the 31st day of August, 2021 (the “Closing Date”) either pay to the Plaintiff’s counsel the adjusted purchase price, or enter into reasonable conveyancing arrangements with the Plaintiff’s counsel to assure payment of the adjusted purchase price, and upon doing so the Purchaser is entitled to obtain possession of the Mortgaged Lands and Mortgaged Personal Property pursuant to paragraph 11 but subject to paragraph 10 of this Order.

7. The Plaintiff's lawyer shall distribute the sale proceeds as follows:
- (a) by paying the amount owing to the City of Edmonton with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the City of Edmonton with respect to the Mortgaged Lands, ranking prior to the Plaintiff's mortgage, if any, and;
 - (b) by paying out any registered financial encumbrancer ranking prior to the Plaintiff's mortgage, if any, and;
 - (c) if not otherwise paid for by the Receiver and Manager in this action, by paying Canada Revenue Agency the amount of any deemed trust claim; and
 - (d) by paying to Canada Revenue Agency, the amount any Goods and Services Tax ("GST") payable as a result of the sale transaction approved by this Order, if any, and;
 - (e) by paying the amount owing to the Plaintiff under and pursuant to the mortgage which is the subject of the within proceeding, inclusive of costs on a solicitor and his own client basis as worded in the mortgage, to be assessed by an assessment officer prior to payment. The costs shall be assessed without notice where the Defendants and all subsequent encumbrancers have been provided with the proposed Bill of Costs (to the e-mail addresses set out in the service list annexed hereto as Schedule "B" and have not provided the Plaintiff's counsel, within 15 days of the transmission of such e-mail, with notice that the Defendants and/or subsequent encumbrancers object to the Bill of Costs; otherwise the costs shall be assessed on notice pursuant to Rule 10.37 of the *Alberta Rules of Court*, Alta Reg 124/2010.
 - (f) by retaining any reasonable holdback to a maximum of \$10,000.00 for undetermined liabilities, including utilities, inspection fees and property taxes, which holdback shall be accounted for pursuant to paragraph 5 of this Order, and;
 - (g) by paying the remainder, if any, into Court to be held by the Clerk of the Court until further Order of this Court.
8. The Plaintiff shall file and forward to the assessment officer: (i) an Affidavit of Receipts and Disbursements accounting for funds disbursed pursuant to the preceding paragraph within one month of the Closing Date, or receipt of the adjusted purchase price, whichever is later. If the Plaintiff's lawyer is receiving payment from or based upon any of the funds disbursed, details of that payment shall be provided in the Affidavit, and (ii) an Affidavit accounting for the balance of any holdback retained pursuant to paragraph 4(f) of this Order. This Affidavit shall be provided, and any remaining holdback funds paid into Court, within two months of the Closing Date.
9. If, on the date by which a Plaintiff is required to comply with paragraph 8, the Plaintiff's costs have not been assessed, the Plaintiff shall hold back the amount of costs it claims and otherwise comply with paragraph 8. If the Plaintiff's costs are ultimately assessed at less than the amount it claimed, then within one month after the assessment, the Plaintiff shall file a supplemental Affidavit pursuant to paragraph 5, and make a further payment into Court.

10. The following tenancies on the Mortgaged Lands are specifically preserved and are not affected by this Order and the following tenants are not required to give up possession to the Purchaser:

Tenant Name	Legal Name
Fresh Barber & Fashion	Fresh Barber and Fashion Ltd.
Salam Convenience	1983859 Alberta Ltd.
Zuhur Restaurant	Fatou Food Service
Dahlak Liquor Store	1941437 Alberta Ltd.
Queen 16 Hair	1688684 Alberta Ltd.
Habesha Retail Store	Habesha Retail Store Ltd.
T4 Tax Inc.	T4 Tax Inc.
Lion Kingdom	Lion Kingdom
Gateway Staffing	S.S. Trading Ltd.
OLS Consulting Group	OLS Consulting Group Inc.

11. Subject to paragraph 10 of this Order, the Defendant **QUEEN MARY PARK PLACE LTD.**, shall deliver possession to the Purchaser, of such part or parts of the Mortgaged Lands and Mortgaged Premises as the said Defendant may be in possession of, provided that the Purchaser is entitled to possession in accordance with paragraph 3 of this Order; any other occupants shall, within 30 days after service of this Order upon them, deliver up to the Purchaser vacant possession of the Mortgaged Lands and Mortgaged Personal Property. Service of this Order may be made on the occupants by posting the same on the main entrance door to the Mortgaged Lands and it shall be deemed delivered on the day of posting. A Civil Enforcement Agency has authority, after service of this Order has been effected, to evict any occupant of the Mortgaged Lands after the aforesaid 30 day period has elapsed.
12. Upon written confirmation from Borden Ladner Gervais LLP. that it has received or is satisfied that it will receive payment from the Purchaser, the Registrar of Land Titles shall cancel the existing Certificate of Title to the Mortgaged Lands and shall issue a new Certificate of Title in the name of:

**KZN Investments & Financing Ltd. of
100, 12420-104 Avenue
Edmonton, Alberta
T5N 3Z9**

or such other transferee as directed by the Plaintiff's counsel in correspondence sent to the Registrar of Land Titles at the time this Order is submitted for registration, free and clear of the Plaintiff's mortgage and all subsequent encumbrances and subject only to:

Instrument #212 087 047 Tax Notification

13. The Registrar of Land Titles shall comply with this Order forthwith notwithstanding Section 191(1) of the *Land Titles Act*, RSA 2000, c L-4.
14. Any interest of the Defendant **QUEEN MARY PARK PLACE LTD.** in the Mortgaged Lands or anyone claiming through the said Defendant, or any other subordinate encumbrancer is hereby extinguished including but not limited to the claim of beneficial ownership of the Mortgaged Lands by 8881 Holdings Ltd. pursuant to Caveat #212 096 752.
15. Any interest of the Defendant **QUEEN MARY PARK PLACE LTD.** in the Mortgaged Personal Property or anyone claiming through the said Defendant, or any other claimant who has registered an instrument at the

Personal Property Registry against the said Defendant or the personal property of the said Defendant is hereby extinguished.

16. Compliance with Rule 9.34(4) of the *Alberta Rules of Court*, Alta Reg 124/2010 and the requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a) of the said Rules, are hereby waived.
17. The Receiver and Manager, namely, The Bowra Group Inc., is discharged upon the Purchaser taking possession of the Mortgaged Lands and Mortgaged Personal Property, subject to the passing of accounts by the Receiver and Manager.
18. Service of the Application and all materials filed in support hereof is deemed good and sufficient by e-mail upon all required parties at the e-mail addresses provided by such parties to counsel for the Plaintiff and is deemed received by such parties at the time of transmission of such e-mail. Where applicable, the time for service of all materials is abridged to the time given. This hearing is properly returnable before this Honourable Court today and further service of all materials is hereby dispensed with.
19. Service of this Order and all subsequent documents may be effected by e-mail upon all required parties, as set forth in Schedule "B" to this Order, and shall be deemed received by such parties at the time of transmission of such e-mail.
20. In accordance with Rule 9.4(c) of the *Alberta Rules of Court*, Alta Reg 124/2010, approval of the form of this Order is not required except by counsel who were present at the Court application at which this Order was granted and such approval may be endorsed upon counterpart pages to this Order and transmitted to Plaintiff's counsel by electronic means.



Master of the Court of Queen's Bench
of Alberta

**APPROVED THIS 18th DAY OF JULY, 2021
AS BEING THE ORDER GRANTED**

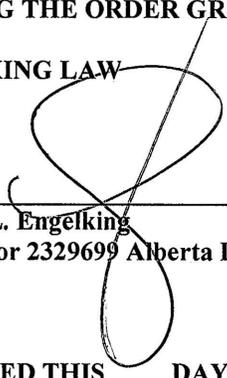
RACKEL BELZIL LLP.



Raj S. Deol
Counsel for the Defendants, River City Imperium
Developments Corp. and 6667 Holdings Ltd.

APPROVED THIS 19 DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

ENGELKING LAW



Murray L. Engelking
Counsel for 2329699 Alberta Ltd.

APPROVED THIS _____ DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

KIRWIN LLP.

Patrick Kirwin
Counsel for KZN Investments & Financing Ltd.

APPROVED THIS ___ DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

ENGLEKING LAW

Murray L. Engelking
Counsel for 2329699 Alberta Ltd.

APPROVED THIS 20 DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

KIRWIN LLP.



Patrick Kirwin
Counsel for KZN Investments & Financing Ltd.

SCHEDULE "A"

STATEMENT OF SECURED INDEBTEDNESS

1.	Principal	\$	2,872,219.64
2.	Accrued interest owing to July 5, 2021	\$	62,567.81
3.	Accrued late interest	\$	1,027.23
3.	Property tax search fee	\$	175.00
4.	Tax paid	\$	
5.	Property maintenance paid	\$	
6.	Occupancy inspections paid	\$	
7.	Insurance paid	\$	
8.	NSF Fees paid (\$45 x 1)	\$	
9.	Prior mortgage arrears paid	\$	
10.	Condominium Fees paid	\$	
11.	Homeowners Association Fees paid	\$	
12.	Any other amounts paid under the mortgage	\$	
	TOTAL DUE TO PLAINTIFF AT JULY 5, 2021 <i>(excluding costs)</i>	\$	2,935,989.68

**SCHEDULE “B”
SERVICE LIST**

		Instrument Number/ Interest	E-mail	Telephone
Raj S. Deol, Rackel Belzil LLP.	Counsel for the Defendants, Queen Mary Park Place Ltd. (mortgagor), Parminder Bagga and Shazah Mardhani (guarantors), for River City Imperium Developments Corp. (PPR registrant) and 6667 Holdings Ltd. (Offeror)	Defendants, PPR registrant and Offeror	rdeol@rackelbelzil.ca	(780) 392-3325
Murray L. Engelking Engelking Law	Counsel for 2329699 Alberta Ltd.	192 061 938 (MORTGAGE) 192 061 939 (CAVEAT) Mortgagee	mengelking@englaw.ca	(780) 434-7787
Patrick Kirwin Kirwin LLP.	KZN Investments & Financing Ltd. (Mortgagee and Offeror)	202 018 055 (MORTGAGE) Mortgagee and Offeror	pkirwin@kirwinlp.com	(780) 448-7401
Thomas J. Taylor Taylor Law	Counsel for 8881 Holdings Ltd.	212 096 751 (CAVEAT) Mortgagee	ttaylor@tomtaylorlaw.ca	(403) 259-4151
Kristin Gray, CPA, CA, CIRP, LIT The Bowra Group	Court Appointed Receiver and Manager	Order granted on May 26, 2021	kgray@bowragroup.com	(780) 705-0073
Robert G. Kent Combe and Kent	Counsel for 1688684 Alberta Ltd. (dba Queen 16 Hair & Fashion)	Tenant	rkent@candklaw.ca	(780) 425-4666
Imran Qureshi/Ronald Hagggett Ogilvie	Counsel for Harmani Investments Inc.	Offeror	Iqureshi@ogilvielaw.com rhagggett@ogilvielaw.com	(780) 429-6204

APPENDIX C

A copy of the Redemption Order - Listing granted on
July 16, 2021

FILE NUMBER 2101-04434
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CMLS FINANCIAL LTD.
DEFENDANTS QUEEN MARY PARK PLACE LTD.,
PARMINDER BAGGA, and
SHAZAH MARDHANI
DOCUMENT REDEMPTION ORDER – LISTING



71928

SH

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BORDEN LADNER GERVAIS LLP.
Barristers and Solicitors
1900 Centennial Place, East Tower
520 Third Avenue S.W.
Calgary, Alberta, Canada
T2P 0R3

Attention: Andrew K. Maciag, Q.C./ Paul S. Taylor
Telephone: (403) 232-9608/(403) 232-9618
Fax: (403) 266-1395
Lawyer's File No.: 434636.000239

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

Dated this 23 day of July, 2021

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: FRIDAY, THE 16th JULY 2021

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF MASTER WHO MADE THIS ORDER: L. A. MATTIS

UPON the application of the Plaintiff; **AND UPON** reading the Affidavit of Default, the Affidavit of Value and Valuator's Report, the Affidavits of Offers and the Certified Copies of Title and Personal Property Registry Search;

AND UPON hearing counsel for the Plaintiff (Andrew K. Maciag, Q.C.), counsel for the Defendants, for River City Imperium Developments Corp. and for 6667 Holdings Ltd. (Raj Deol), counsel for 2329699 Alberta Ltd. (Murray L. Engelking), counsel for KZN Investments & Financing Ltd. (Patrick Kirwin); and Kristin Gray of The Bowra Group Inc, Court appointed Receiver and Manager in the within action;

IT IS HEREBY ORDERED THAT:

1. In this Order the mortgaged lands and personal property are the following:

**PLAN B4
BLOCK SEVEN (7)
LOTS ONE HUNDRED AND SEVENTY NINE (179) ONE HUNDRED AND EIGHTY (180) AND ONE HUNDRED AND EIGHTY ONE (181)
EXCEPTING THEREOUT: ALL THAT PORTION OF LOT ONE HUNDRED AND SEVENTY NINE (179) WHICH LIES SOUTHWEST OF A STRAIGHT LINE WHICH JOINS AT POINTS IN THE WEST AND SOUTH BOUNDARIES OF SAID LOT ONE HUNDRED AND SEVENTY NINE (179), RESPECTIVELY DISTANT FIFTEEN (15) FEET NORTH AND EAST FROM THE SOUTHWEST CORNER THEREOF
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(hereinafter referred to as the “Mortgaged Lands”)

and

all of the present and after acquired personal property of every nature and kind wherever situated, including all proceeds thereof which is secured by a Security Agreement registered with the Personal Property Registry as registration No. 1711224828

(hereinafter referred to as the “Mortgaged Personal Property”).

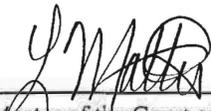
2. The mortgage and additional security set out in the Affidavit of Default are valid and enforceable security over the Mortgaged Lands and the Mortgaged Personal Property.
3. There is outstanding, due and owing ^{5th LM} to the Plaintiff under the aforesaid mortgage and additional security the sum of \$2,935,989.68, as at the ~~6th~~ day of July 2021 (as set forth in the Statement of Secured Indebtedness which is attached to this Order as Schedule “A”), plus costs on a solicitor and client own basis, as worded in the Mortgage, plus interest thereafter at the mortgage rate, plus other amounts chargeable under the mortgage (the “Indebtedness”). The requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a) of the *Alberta Rules of Court*, Alta Reg 124/2010, is hereby waived.
4. The Defendants and subsequent encumbrancers have one month from service of this Order upon them to apply to vary the amount declared owing pursuant to paragraph 2 with respect to any amounts not disclosed in the Affidavit of Default served in support of the application for this Order.
5. Subject to the rights of KZN Investments & Financing Ltd. under an Order Confirming Sale and Vesting Order granted concurrently with this Order which rights expire on the 31st day of August 2021, the Defendants or anyone else entitled to do so shall have until the 6th day of September 2021 (the “Redemption Date”) to repay the Indebtedness, failing which the Mortgaged Lands and Mortgaged Personal Property shall be offered for sale in the manner described in the judicial listing agreement attached to this Order.
6. In the event that KZN Investments & Financing Ltd. fails to complete the sale approved by the Order Confirming Sale and Vesting Order granted concurrently with this Order by the 31st day of August 2021, the said Order Confirming Sale and Vesting Order shall be vacated without further Order and the deposit paid thereunder shall be forfeited to the Plaintiff and applied against the Indebtedness.
7. If the Defendants, or anyone entitled to do so, repays the Indebtedness prior to the Mortgaged Lands and Mortgaged Personal Property being sold or foreclosed in these proceedings, then the Plaintiff shall provide to the person who paid the Indebtedness, at the election of such person, either a registrable discharge of the mortgage, or a registrable transfer of the mortgage.

8. If the Indebtedness has not been repaid by the Redemption Date, then the Mortgaged Lands and Mortgaged Personal Property shall be listed for sale with a licensed real estate agent (the "Realtor") to be selected at the sole discretion of the Plaintiff, upon the terms and conditions mentioned in the Judicial Listing Agreement attached to this Order.
9. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the Mortgaged Lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
10. During the period of the judicial listing ordered herein, the Defendants and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the mortgaged lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving (24) hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. The written notice may be posted on the front door of the premises located on the mortgaged lands.
11. Any and all other real estate listings relative to the mortgaged lands shall be cancelled during the period of the judicial listing ordered herein.
12. The following tenancies on the Mortgaged Lands are specifically preserved and any Offer to Purchase shall be submitted subject to the rights of the following tenants, namely:

Tenant Name	Legal Name
Fresh Barber & Fashion	Fresh Barber and Fashion Ltd.
Salam Convenience	1983859 Alberta Ltd.
Zuhur Restaurant	Fatou Food Service
Dahlak Liquor Store	1941437 Alberta Ltd.
Queen 16 Hair	1688684 Alberta Ltd.
Habesha Retail Store	Habesha Retail Store Ltd.
T4 Tax Inc.	T4 Tax Inc.
Lion Kingdom	Lion Kingdom
Gateway Staffing	S.S. Trading Ltd.
OLS Consulting Group	OLS Consulting Group Inc.

13. The Plaintiff is awarded costs of this action on a solicitor and his own client basis, as worded in the mortgage. The costs shall be assessed without notice where the Defendants and all subsequent encumbrancers have been provided with the proposed Bill of Costs (to the e-mail addresses set out in the service list annexed hereto as Schedule "B") and have not provided the Plaintiff's counsel, within 15 days of the transmission of such e-mail, with notice that the Defendants and/or subsequent encumbrancers object to the Bill of Costs; otherwise the costs shall be assessed on notice pursuant to Rule 10.37 of the *Alberta Rules of Court*, Alta Reg 124/2010.
14. Compliance with Rule 9.34(4) of the *Alberta Rules of Court*, Alta Reg 124/2010 and the requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a) of the said Rules, are hereby waived.

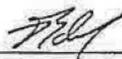
15. Service of the Application and all materials filed in support hereof is deemed good and sufficient by e-mail upon all required parties at the e-mail addresses provided by such parties to counsel for the Plaintiff and is deemed received by such parties at the time of transmission of such e-mail. Where applicable, the time for service of all materials is abridged to the time given. This hearing is properly returnable before this Honourable Court today and further service of all materials is hereby dispensed with.
16. Service of this Order and all subsequent documents may be effected by e-mail upon all required parties, as set forth in Schedule "B" to this Order, and shall be deemed received by such parties at the time of transmission of such e-mail.
17. In accordance with Rule 9.4(c) of the *Alberta Rules of Court*, Alta Reg 124/2010, approval of the form of this Order is not required except by counsel who were present at the Court application at which this Order was granted and such approval may be endorsed upon counterpart pages to this Order and transmitted to Plaintiff's counsel by electronic means.



Master of the Court of Queen's Bench
of Alberta

APPROVED THIS 18th DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

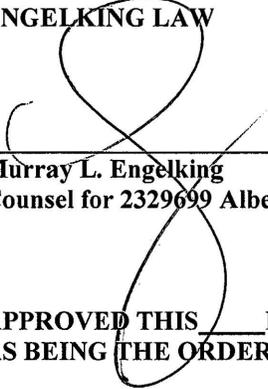
RACKEL BELZIL LLP.



Raj S. Deol
Counsel for the Defendants, River City Imperium
Developments Corp. and 6667 Holdings Ltd.

APPROVED THIS 19 DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

ENGELKING LAW



Murray L. Engelking
Counsel for 2329699 Alberta Ltd.

APPROVED THIS _____ DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

KIRWIN LLP.

Patrick Kirwin

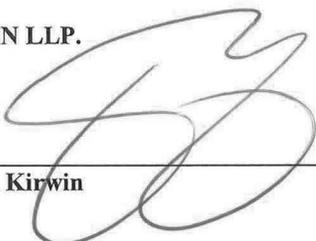
APPROVED THIS ____ DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

ENGLEKING LAW

Murray L. Engelking
Counsel for 2329699 Alberta Ltd.

APPROVED THIS 20 DAY OF JULY, 2021
AS BEING THE ORDER GRANTED

KIRWIN LLP.



Patrick Kirwin

JUDICIAL SALE LISTING

TO: The Realtor

- 1) You are hereby given authority, as an officer of the Court to list for sale the mortgaged lands with the Multiple Listing Service, if any, in effect in the area in which the property is located.
- 2) The mortgaged lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the Plaintiff's mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the Plaintiff's Mortgage.
- 3) The listing price shall be \$3,300,000.00 or such higher price as the Realtor may recommend after a comparative market analysis is conducted by the Realtor prior to the commencement of this judicial listing.
- 4) The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the Realtor, and shall continue for a period of 90 days thereafter.
- 5) Within a reasonable time of receiving any Offer, you shall forward a true copy of the said Offer to counsel for the Plaintiff. If the offer is insufficient to pay out the Plaintiff, it may be rejected by the Plaintiff. Otherwise counsel for the Plaintiff shall either apply on an application without notice to reject an Offer or apply on notice for the Court to consider that Offer. Where the Plaintiff rejects an Offer, or obtains an Order without notice rejecting an Offer, it shall forthwith serve the Defendants and subsequent encumbrancers with a copy of such Offer.
- 6) If no Offers are received during the listing period, you shall so advise counsel for the Plaintiff in writing, immediately following the expiry of the judicial listing.
- 7) In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

3% of the Purchase Price– or such lesser amount as may agreed by you – plus applicable taxes thereon.
- 8) You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an Offer to Purchase and the purchaser fails to complete the purchase, and the Court does not Order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Plaintiff to be applied against the Indebtedness.
- 9) If the Defendants, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the judicial listing takes effect, or brings the mortgage current after the judicial listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this judicial listing and such reasonable compensation as the Court may order on application.
- 10) All offers submitted pursuant to the judicial listing shall, subject to further Order of the Court:
 - a) be in writing and shall be signed by the offeror; and
 - b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - c) provide for a possession date to be determined by the Court; and
 - d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to these directions; and

- e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
- 11) Nothing in the listing shall:
- a) affect the right of the Defendants or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the mortgaged lands;
 - b) affect the Plaintiff's right to make a proposal to purchase the mortgaged property, if applicable, or otherwise acquire the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
 - c) create or impose any liability on the Plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.
- 12) The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days' notice.

ACCEPTED THIS _____ DAY OF _____, 2021

By: _____
An Agent licensed pursuant to the *Real Estate Act*, R. S. A.
2000, c. R-5

APPROVED this July 16, 2021


MASTER IN CHAMBERS OF THE COURT
OF QUEEN'S BENCH OF ALBERTA

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between**THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller") and****_____ (the "Buyer")**

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - a) the condition of any buildings or improvements located on the Property;
 - b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - g) the size and dimensions of the Property or any building or improvements located thereon;
 - h) whether or not the Property is contaminated with any hazardous substance; and
 - i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached Goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

Buyer's Initial

Date: _____

REAL PROPERTY REPORT & COMPLIANCE

- 3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy himself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

- 4. If the Property is a condominium:
 - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

GOODS AND SERVICES TAX (G.S.T.)

- 5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect G.S.T. from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.

ACCEPTANCE BY FACSIMILE

- 6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

FORECLOSURE PROCEEDING

- 7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

CERTIFIED FUNDS REQUIRED

- 8. Other than the Deposits, the Buyer shall pay the Purchase Price by lawyer's CERTIFIED trust cheque.

Buyer's Initial

Date: _____

SCHEDULE "B"

STATEMENT OF SECURED INDEBTEDNESS

1.	Principal	\$	2,872,219.64
2.	Accrued interest owing to July 5, 2021	\$	62,567.81
3.	Accrued late interest	\$	1,027.23
3.	Property tax search fee	\$	175.00
4.	Tax paid	\$	
5.	Property maintenance paid	\$	
6.	Occupancy inspections paid	\$	
7.	Insurance paid	\$	
8.	NSF Fees paid (\$45 x 1)	\$	
9.	Prior mortgage arrears paid	\$	
10.	Condominium Fees paid	\$	
11.	Homeowners Association Fees paid	\$	
12.	Any other amounts paid under the mortgage	\$	
	TOTAL DUE TO PLAINTIFF AT JULY 5, 2021 <i>(excluding costs)</i>	\$	2,935,989.68

SCHEDULE "C"

SERVICE LIST

		Instrument Number/ Interest	E-mail	Telephone
Raj S. Deol, Rackel Belzil LLP.	Counsel for the Defendants, Queen Mary Park Place Ltd. (mortgagor), Parminder Bagga and Shazah Mardhani (guarantors), for River City Imperium Developments Corp. (PPR registrant) and 6667 Holdings Ltd. (Offeror)	Defendants, PPR registrant and Offeror	rdeol@rackelbelzil.ca	(780) 392-3325
Murray L. Engelking Engelking Law	Counsel for 2329699 Alberta Ltd.	192 061 938 (MORTGAGE) 192 061 939 (CAVEAT) Mortgagee	mengelking@englaw.ca	(780) 434-7787
Patrick Kirwin Kirwin LLP.	KZN Investments & Financing Ltd. (Mortgagee and Offeror)	202 018 055 (MORTGAGE) Mortgagee and Offeror	pkirwin@kirwinllp.com	(780) 448-7401
Thomas J. Taylor Taylor Law	Counsel for 8881 Holdings Ltd.	212 096 751 (CAVEAT) Mortgagee	ttaylor@tomtaylorlaw.ca	(403) 259-4151
Kristin Gray, CPA, CA, CIRP, LIT The Bowra Group	Court Appointed Receiver and Manager	Order granted on May 26, 2021	kgray@bowragroup.com	(780) 705-0073
Robert G. Kent Combe and Kent	Counsel for 1688684 Alberta Ltd. (dba Queen 16 Hair & Fashion)	Tenant	rkent@candklaw.ca	(780) 425-4666
Imran Qureshi/Ronald Hagggett Ogilvie	Counsel for Harmani Investments Inc.	Offeror	Iqureshi@ogilvieilaw.com rhagggett@ogilvieilaw.com	(780) 429-6204

APPENDIX D

A copy of the Sales and Vesting Order granted on
October 1, 2021

FILE NUMBER 2101-04434
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CMLS FINANCIAL LTD.
DEFENDANTS QUEEN MARY PARK PLACE LTD.,
PARMINDER BAGGA, and
SHAZAD MARDHANI
DOCUMENT ORDER CONFIRMING SALE AND VESTING ORDER



10666

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BORDEN LADNER GERVAIS LLP.
Barristers and Solicitors
1900 Centennial Place, East Tower
520 Third Avenue S.W.
Calgary, Alberta, Canada
T2P 0R3

Attention: Andrew K. Maciag, Q.C./ Paul S. Taylor
Telephone: (403) 232-9608/(403) 232-9618
Fax: (403) 266-1395
Lawyer's File No.: 434636.000239

I hereby certify this to be a true copy of the original Order
Dated this 07 day of October, 2021

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: FRIDAY, THE 1ST OCTOBER, 2021
LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA
NAME OF MASTER WHO MADE THIS ORDER: J. T. PROWSE, Q.C.

UPON the application of the Plaintiff; **AND UPON** reading the Affidavit of Default, the Affidavit of Value and Valuator's Report, the Affidavits of Offers and the Certified Copies of Title and Personal Property Registry Search;

AND UPON hearing counsel for the Plaintiff (Andrew K. Maciag, Q.C.), counsel for the Defendants, for River City Imperium Developments Corp. and for 6667 Holdings Ltd. (Raj Deol), counsel for 2329699 Alberta Ltd. (Daniel Witten appearing as agent for Murray L. Engelking), counsel for KZN Investments & Financing Ltd. (Daniel Witten appearing as agent for Patrick Kirwin); and Kristin Gray of The Bowra Group Inc., Court appointed Receiver and Manager in the within action;

IT IS HEREBY ORDERED THAT:

1. In this Order the mortgaged lands and mortgaged personal property are the following:

**PLAN B4
BLOCK SEVEN (7)
LOTS ONE HUNDRED AND SEVENTY NINE (179) ONE HUNDRED AND
EIGHTY (180) AND ONE HUNDRED AND EIGHTY ONE (181)
EXCEPTING THEREOUT: ALL THAT PORTION OF LOT ONE HUNDRED AND
SEVENTY NINE (179) WHICH LIES SOUTHWEST OF A STRAIGHT LINE
WHICH JOINS AT POINTS IN THE WEST AND SOUTH BOUNDARIES OF
SAID LOT ONE HUNDRED AND SEVENTY NINE (179), RESPECTIVELY
DISTANT FIFTEEN (15) FEET NORTH AND EAST FROM THE
SOUTHWEST CORNER THEREOF
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(hereinafter referred to as the “Mortgaged Lands”)

and

all of the present and after acquired personal property of every nature and kind wherever situated, including all proceeds thereof which is secured by a Security Agreement registered with the Personal Property Registry as registration No. 1711224828

(hereinafter referred to as the “Mortgaged Personal Property”).

2. It is hereby declared that KZN Investments & Financing Ltd. has failed to complete its purchase of the Mortgaged Lands and Mortgaged Personal Property pursuant to the Order Confirming Sale and Vesting Order granted in the within proceedings on July 16, 2021 and that purchase and sale is hereby terminated; and
3. The Offer to Purchase submitted by 6667 Holdings Ltd. or its nominee (the “Purchaser”) in the amount of \$3,175,000.00 for the purchase of the Mortgaged Lands and Mortgaged Personal Property, is hereby approved and accepted. Counsel for 6667 Holdings Ltd. shall immediately and unconditionally forward the non-refundable deposit of \$200,000.00 to counsel for the Plaintiff to be held in trust to the credit of the sale transaction approved by this Order. In the event that the said non-refundable deposit is forfeited, the Plaintiff shall be entitled to such deposit funds and shall be apply the deposit amount against the Indebtedness declared in this Order to be owing to the Plaintiff.
4. The Purchasers shall, on or before the 1st day of November 2021 (the “Closing Date”) either pay to the Plaintiff’s counsel the adjusted purchase price, or enter into reasonable conveyancing arrangements with the Plaintiff’s counsel to assure payment of the adjusted purchase price, and upon doing so the Purchaser is entitled to obtain possession of the Mortgaged Lands and Mortgaged Personal Property pursuant to paragraph 9 but subject to paragraph 10 of this Order.

5. The Plaintiff's lawyer shall distribute the sale proceeds as follows:
 - (a) by paying the amount owing to the City of Edmonton with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the City of Edmonton with respect to the Mortgaged Lands, ranking prior to the Plaintiff's mortgage, if any, and;
 - (b) by paying out any registered financial encumbrancer ranking prior to the Plaintiff's mortgage, if any, and;
 - (c) if not otherwise paid for by the Receiver and Manager in this action, by paying Canada Revenue Agency the amount of any deemed trust claim; and
 - (d) by paying to Canada Revenue Agency, the amount any Goods and Services Tax ("GST") payable as a result of the sale transaction approved by this Order, if any, and;
 - (e) by paying the amount owing to the Plaintiff under and pursuant to the mortgage which is the subject of the within proceeding, inclusive of costs on a solicitor and his own client basis, as worded in the mortgage, to be assessed by an assessment officer prior to payment. The costs shall be assessed without notice where the Defendants and all subsequent encumbrancers have been provided with the proposed Bill of Costs (to the e-mail addresses set out in the service list annexed hereto as Schedule "B" and have not provided the Plaintiff's counsel, within 15 days of the transmission of such e-mail, with notice that the Defendants and/or subsequent encumbrancers object to the Bill of Costs; otherwise the costs shall be assessed on notice pursuant to Rule 10.37 of the *Alberta Rules of Court*, Alta Reg 124/2010.
 - (f) by retaining any reasonable holdback to a maximum of \$10,000.00 for undetermined liabilities, including utilities, inspection fees and property taxes, which holdback shall be accounted for pursuant to paragraph 6 of this Order, and;
 - (g) by paying the remainder, if any, into Court to be held by the Clerk of the Court until further Order of this Court.
6. The Plaintiff shall file and forward to the assessment officer: (i) an Affidavit of Receipts and Disbursements accounting for funds disbursed pursuant to the preceding paragraph within one month of the Closing Date, or receipt of the adjusted purchase price, whichever is later. If the Plaintiff's lawyer is receiving payment from or based upon any of the funds disbursed, details of that payment shall be provided in the Affidavit, and (ii) an Affidavit accounting for the balance of any holdback retained pursuant to paragraph 5(f) of this Order. This Affidavit shall be provided, and any remaining holdback funds paid into Court, within two months of the Closing Date.
7. If, on the date by which a Plaintiff is required to comply with paragraph 5, the Plaintiff's costs have not been assessed, the Plaintiff shall hold back the amount of costs it claims and otherwise comply with paragraph 5. If the Plaintiff's costs are ultimately assessed at less than the amount it claimed, then within one month after the assessment, the Plaintiff shall file a supplemental Affidavit pursuant to paragraph 5, and make a further payment into Court.

8. The following tenancies on the Mortgaged Lands are specifically preserved and are not affected by this Order and the following tenants are not required to give up possession to the Purchaser:

Tenant Name	Legal Name
Fresh Barber & Fashion	Fresh Barber and Fashion Ltd.
Salam Convenience	1983859 Alberta Ltd.
Zuhur Restaurant	Fatou Food Service
Dahlak Liquor Store	1941437 Alberta Ltd.
Queen 16 Hair	1688684 Alberta Ltd.
Habesha Retail Store	Habesha Retail Store Ltd.
T4 Tax Inc.	T4 Tax Inc.
Lion Kingdom	Lion Kingdom
Gateway Staffing	S.S. Trading Ltd.
OLS Consulting Group	OLS Consulting Group Inc.

9. Subject to paragraph 10 of this Order, the Defendant **QUEEN MARY PARK PLACE LTD.**, shall deliver possession to the Purchaser, of such part or parts of the Mortgaged Lands and Mortgaged Premises as the said Defendant may be in possession of, provided that the Purchaser is entitled to possession in accordance with paragraph 4 of this Order; any other occupants shall, within 30 days after service of this Order upon them, deliver up to the Purchaser vacant possession of the Mortgaged Lands and Mortgaged Personal Property. Service of this Order may be made on the occupants by posting the same on the main entrance door to the Mortgaged Lands and it shall be deemed delivered on the day of posting. A Civil Enforcement Agency has authority, after service of this Order has been effected, to evict any occupant of the Mortgaged Lands after the aforesaid 30 day period has elapsed.
10. Upon written confirmation from Borden Ladner Gervais LLP. that it has received or is satisfied that it will receive payment from the Purchaser, the Registrar of Land Titles shall cancel the existing Certificate of Title to the Mortgaged Lands and shall issue a new Certificate of Title in the name of:

**6667 Holdings Ltd. of
c/o. Rackel Belzil LLP.
Suite 100, 10230 - 142 Street N.W.
Edmonton, Alberta T5N 3Y6**

or such other transferee as directed by the Plaintiff's counsel in correspondence sent to the Registrar of Land Titles at the time this Order is submitted for registration, free and clear of the Plaintiff's mortgage and all subsequent encumbrances and subject only to:

Instrument #212 087 047 Tax Notification

11. The Registrar of Land Titles shall comply with this Order forthwith notwithstanding Section 191(1) of the *Land Titles Act*, RSA 2000, c L-4.
12. Any interest of the Defendant **QUEEN MARY PARK PLACE LTD.** in the Mortgaged Lands or anyone claiming through the said Defendant, or any other subordinate encumbrancer is hereby extinguished including but not limited to the claim of beneficial ownership of the Mortgaged Lands by 8881 Holdings Ltd. pursuant to Caveat #212 096 752.
13. Any interest of the Defendant **QUEEN MARY PARK PLACE LTD.** in the Mortgaged Personal Property or anyone claiming through the said Defendant, or any other claimant who has registered an instrument at the

Personal Property Registry against the said Defendant or the personal property of the said Defendant is hereby extinguished.

14. Compliance with Rule 9.34(4) of the *Alberta Rules of Court*, Alta Reg 124/2010 and the requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a) of the said Rules, are hereby waived.
15. The Receiver and Manager, namely, The Bowra Group Inc., is discharged upon the Purchaser taking possession of the Mortgaged Lands and Mortgaged Personal Property, subject to the passing of accounts by the Receiver and Manager.
16. Service of the Application and all materials filed in support hereof is deemed good and sufficient by e-mail upon all required parties at the e-mail addresses provided by such parties to counsel for the Plaintiff and is deemed received by such parties at the time of transmission of such e-mail. Where applicable, the time for service of all materials is abridged to the time given. This hearing is properly returnable before this Honourable Court today and further service of all materials is hereby dispensed with.
17. Service of this Order and all subsequent documents may be effected by e-mail upon all required parties, as set forth in Schedule "B" to this Order, and shall be deemed received by such parties at the time of transmission of such e-mail.

In accordance with Rule 9.4(c) of the *Alberta Rules of Court*, Alta Reg 124/2010, approval of the form of this Order is not required.



Master of the Court of Queen's Bench
of Alberta

SCHEDULE "B"
CMLS FINANCIAL LTD. v. QUEEN MARY PARK PLACE LTD., PARMINDER BAGGA, and SHAZAD MARDHANI
CQB ACTION #2101-04434
SERVICE LIST

		Instrument Number/ Interest	E-mail	Telephone
Raj S. Deol, Rackel Belzil LLP.	Counsel for the Defendants, Queen Mary Park Place Ltd. (mortgagor), Parminder Bagga and Shazad Mardhani (guarantors), for River City Imperium Developments Corp. (PPR registrant) and 6667 Holdings Ltd. (Offeror)	Defendants, PPR registrant and Offeror	rdeol@rackelbelzil.ca	(780) 392-3325
Murray L. Engelking Engelking Law	Counsel for 2329699 Alberta Ltd.	192 061 938 (MORTGAGE) 192 061 939 (CAVEAT) Mortgagee	mengelking@englaw.ca	(780) 434-7787
Patrick & Mark Kirwin Kirwin LLP.	KZN Investments & Financing Ltd. (Mortgagee and Offeror)	202 018 055 (MORTGAGE) Mortgagee and Offeror	pkirwin@kirwinllp.com mkirwin@kirwinllp.com	(780) 448-7401
Thomas J. Taylor Taylor Law	Counsel for 8881 Holdings Ltd.	212 096 751 (CAVEAT) Mortgagee	ttaylor@tomtaylorlaw.ca	(403) 259-4151
Kristin Gray, CPA, CA, CIRP, LIT The Bowra Group	Court Appointed Receiver and Manager	Order granted on May 26, 2021	kgray@bowragroup.com	(780) 705-0073
Robert G. Kent Combe and Kent	Counsel for 1688684 Alberta Ltd. (dba Queen 16 Hair & Fashion)	Tenant	rkent@candklaw.ca	(780) 425-4666
Imran Qureshi/Ronald Haggett Ogilvie	Counsel for Harmani Investments Inc.	Offeror	Iqureshi@ogilvielaw.com rhaggett@ogilvielaw.com	(780) 429-6204
Cameron J. Ashmore	Counsel, City of Edmonton	Tax Roll 3202801	Cameron.ashmore@edmonton.ca	(780) 496-7200

APPENDIX E

Interim Statement of Receipts and Disbursements for the period
of May 26, 2021 to January 5, 2022

**In the Matter of the Receivership of Queen Mary Park Place Ltd.
Receiver's Interim Statement of Receipts and Disbursements
For the Period of May 26, 2021 to January 5, 2022**

Receipts	\$'s
Rental income	147,708
Cash in bank	10,645
Insurance refunds	9,990
	<hr/>
	168,343
	<hr/>
Disbursements	
Receiver's fees and disbursements	52,312
Utilities	36,615
Insurance	35,344
Contractor costs	14,170
Change of locks	2,324
GST paid	915
Office costs, filing and search fees	381
	<hr/>
	142,060
	<hr/>
Funds Held In Trust	26,283
	<hr/> <hr/>

The Bowra Group Inc.
Receiver of Queen Mary Park Place Ltd.

APPENDIX F

A copy of the Personal Property Registry Search for
Queen Mary Park Place Ltd.

Search ID #: Z13857234

Transmitting Party

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

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967

Phone #: 780 483 8211

Reference #: 03410949-EDD3 5
1481

Search ID #: Z13857234

Date of Search: 2021-May-25

Time of Search: 13:12:04

Business Debtor Search For:

QUEEN MARY PARK PLACE LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z13857234

Business Debtor Search For:

QUEEN MARY PARK PLACE LTD.

Search ID #: Z13857234

Date of Search: 2021-May-25

Time of Search: 13:12:04

Registration Number: 17112214828

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Nov-22

Registration Status: Current

Expiry Date: 2036-Nov-22 23:59:59

Exact Match on:

Debtor

No: 3

Debtor(s)

Block

Status

1 8881 HOLDINGS LTD.
2105 - 52 STREET SE
CALGARY, AB T2B 2N3

Current

Block

Status

2 RIVER CITY IMPERIUM DEVELOPMENTS CORP.
2200, 10155 - 102 STREET
EDMONTON, AB T5J 4G8

Current

Block

Status

3 QUEEN MARY PARK PLACE LTD.
209, 2920 CALGARY TRAIL
EDMONTON, AB T6J 2G8

Current

Secured Party / Parties

Block

Status

1 CMLS FINANCIAL LTD.
2110, 1066 WEST HASTINGS STREET
VANCOUVER, BC V6E 3X2

Current

Search ID #: Z13857234

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.</p> <p>THE FOREGOING IS LIMITED TO ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY NOW OR HEREAFTER SITUATED ON THE LANDS DESCRIBED BELOW (AND ANY OTHER LEGAL DESCRIPTIONS BY WHICH SUCH LANDS MAY BE DESCRIBED WHETHER BY SUBDIVISION, CONDOMINIUMIZATION OR OTHERWISE) OR WHICH IS NOW OR AT ANY TIME MAY BE ANNEXED TO, COMPRISED IN, PERTAINING OR RELATING TO OR USED IN CONNECTION WITH THE LANDS AND ALL ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR; THE DEBTORS' INTEREST IN ANY PRESENT OR HEREAFTER ACQUIRED RENTS, BOOK DEBTS, SECURITY DEPOSITS AND INSURANCE PROCEEDS RELATING TO THE LANDS AND PROCEEDS.</p> <p>LANDS: PLAN B4 BLOCK SEVEN (7) LOTS ONE HUNDRED AND SEVENTY NINE (179) ONE HUNDRED AND EIGHTY (180) AND ONE HUNDRED AND EIGHTY ONE (181) EXCEPTING THEREOUT: ALL THAT PORTION OF LOT ONE HUNDRED AND SEVENTY NINE (179) WHICH LIES SOUTHWEST OF A STRAIGHT LINE WHICH JOINS AT POINTS IN THE WEST AND SOUTH BOUNDARIES OF SAID LOT ONE HUNDRED AND SEVENTY NINE (179), RESPECTIVELY DISTANT FIFTEEN (15) FEET NORTH AND EAST FROM THE SOUTHWEST CORNER THEREOF EXCEPTING THEREOUT ALL MINES AND MINERALS MUNICIPAL: 10724 - 107TH AVENUE NW, EDMONTON, AB</p>	Current

Search ID #: Z13857234

Business Debtor Search For:

QUEEN MARY PARK PLACE LTD.

Search ID #: Z13857234

Date of Search: 2021-May-25

Time of Search: 13:12:04

Registration Number: 19030728643

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-07

Registration Status: Current

Expiry Date: 2024-Mar-07 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 QUEEN MARY PARK PLACE LTD.
209, 2920 CALGARY TRAIL
EDMONTON, AB T6J 2G8

Current

Secured Party / Parties

Block

Status

1 MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
2200 YONGE STREET, SUITE 1002
TORONTO, ON M4S 2C6

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Current

Search ID #: Z13857234

Business Debtor Search For:

QUEEN MARY PARK PLACE LTD.

Search ID #: Z13857234

Date of Search: 2021-May-25

Time of Search: 13:12:04

Registration Number: 19111926887

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Nov-19

Registration Status: Current

Expiry Date: 2024-Nov-19 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 QUEEN MARY PARK PLACE LTD.
5530 206A STREET NW
EDMONTON, AB T6M 0B6

Current

Secured Party / Parties

Block

Status

1 KZN INVESTMENTS & FINANCING LTD.
CO 100 12420 104 AVE
EDMONTON, AB T5N 3Z9
Email: mail@kirwinllp.com

Current

Collateral: General

Block

Description

Status

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY.

Current

Result Complete

APPENDIX G

A copy of the Fee Affidavit of Kristin Gray

Clerk's stamp:

COURT FILE NUMBER

2101-04434

JUDICIAL CENTRE

COURT OF QUEEN'S BENCH OF ALBERTA

PLAINTIFF

CALGARY

DEFENDANTS

CMLS FINANCIAL LTD.

**QUEEN MARY PARK PLACE LTD.,
PARMINDER BAGGA, and SHAZAH
MARDHANI**

DOCUMENT

FEE AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Receiver:

The Bowra Group Inc.
1411 TD Tower, 10088 – 102 Avenue
Edmonton, AB, Canada T5J 2Z1
Attention: Kristin Gray
Phone: 780.705.0073 / Fax: 780.705.1946
kgray@bowragroup.com

Counsel:

MCLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Attention: Ryan Trainer
File: 20212465
Phone: 780.482.9153 / Fax: 780.733.9790
ryan.trainer@mross.com

**AFFIDAVIT OF KRISTIN GRAY
SWORN ON JANUARY 27, 2022**

I, Kristin Gray, CPA, CA, CIRP, LIT of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a Senior Vice-President with The Bowra Group Inc., Receiver of Queen Mary Park Place Ltd. (the "**Receiver**") and as such I have personal knowledge of the facts and matters herein deposed to except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. On May 26, 2021, and pursuant to an Order of Master J. Farrington of the Alberta Court of Queen's Bench, The Bowra Group Inc. was appointed as Receiver of Queen Mary Park Place Ltd. (the "**Receivership**").

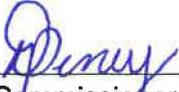
3. I am a Chartered Professional Accountant and Licensed Insolvency Trustee with over 7 years of experience in the area of Insolvency and Restructuring and have been handling the day-to-day administrative work in relation to the Receivership.
4. With respect to Receiver's accounts covering fees and disbursements incurred by the Receiver for the period May 26, 2021 to November 30, 2021, which accounts are contained herein as **Exhibit "A"** (the "**Accounts**"):
 - (a) The Accounts specifically outline the date of the work completed, the description of the work completed, the length of time taken to complete the work and name of the individual who completed the work;
 - (b) The hourly rate for each and every individual employee of the Receiver which completed work in regard to the Receivership (the "**Hourly Rates**"), including Non – Professional staff is as follows:

The Bowra Group Inc. team:

 - (i) Kristin Gray, Senior Vice-President and Trustee - \$450/500;
 - (ii) Nicole Carreau, Associate - \$250/295;
 - (iii) Garrett Stupan, Associate - \$250;
 - (iv) Sofie Parker, Estate Administrator (Non – Professional) - \$185; and,
 - (v) Various Administrative Staff (Non – Professional) - \$125/165.
 - (c) I submit that the Hourly Rates are reasonable and comparable to the hourly rates of other accountant firms within the City of Edmonton of equivalent competence and expertise in the insolvency area;
 - (d) The disbursements contained within the Accounts totaling \$3,080.71 are comprised of:
 - (i) Postage and stationary relating to the initial mailout and creditor packages of \$70.46;
 - (ii) Ascend licensing fees of \$275.00; and,
 - (iii) Office Costs (\$12 per hour of fees billed) for photocopying, long distance telephone, faxes and postage of \$2,735.25 (the "**Office Costs**").
 - (e) I submit that taking into account the quantum of the Office Costs as compared to the realization receipts of \$168,343 as set out in Appendix "**E**" to the Receiver's First Report to Court dated January 27, 2022, that the Office Costs are fair and reasonable.

5. I make this Affidavit in support of the application to approve the fees, disbursements, and GST of \$54,928 which have been rendered by The Bowra Group Inc. within this Action.

SWORN before me at the City of
Edmonton, in the Province of Alberta,
this 27th day of January 2022.



A Commissioner for Oaths in and for the
Province of Alberta

DEVRON DANIELLE MARIE PENNEY
A Commissioner for Oaths
in and for Alberta
My Commission expires April 18, 2023
Appointee No. 0758875



Kristin Gray, CPA, CA, CIRP, LIT
Senior Vice-President

EXHIBIT A

Summary of the Receiver's Invoices and Copies of Invoices

This is Exhibit " A " referred to
in the Affidavit of
KRISTIN GRAY

Sworn before me this 27th day
of JANUARY, 2022



A Commissioner for Oaths in and for Alberta

DEVRON DANIELLE MARIE PENNEY
A Commissioner for Oaths
in and for Alberta
My Commission expires April 18, 2023
Appointee No. 0758875

In the Matter of the Receivership of Queen Mary Park Place Ltd.

Summary of Receiver's Fees

For the period of May 26, 2021 to November 30, 2021

Period	Invoice	Fees	Disbursements	GST	Total
May 25, 2021 - May 31, 2021	9176	11,788.75	696.71	624.27	13,109.73
Jun. 1, 2021 - Jun. 30, 2021	9208	14,660.00	834.75	774.74	16,269.49
Jul. 1, 2021 - Jul. 31, 2021	9232	7,241.25	403.50	382.24	8,026.99
Aug. 1, 2021 - Aug. 31, 2021	9244	3,718.75	229.50	197.41	4,145.66
Sep. 1, 2021 - Sep. 30, 2021	9269	5,332.25	281.25	280.67	5,894.17
Oct. 1, 2021 - Oct. 31, 2021	9290	4,714.75	244.50	247.97	5,207.22
Nov. 1, 2021 - Nov. 30, 2021	9311	1,775.75	390.50	108.31	2,274.56
		49,231.50	3,080.71	2,615.61	54,927.82



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

June 15, 2021

CMLS Financial Ltd.
2110 – 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

**Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the “Company”)
Account Number: 21-KPG-114-02-E**

Please find enclosed our Invoice No. 9176 for professional services rendered for the period of May 25, 2021 to May 31, 2021 which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours truly,

The Bowra Group Inc.

Per: 

Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1
Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

June 15, 2021

Invoice No: 9176
GST No: 85167 7146

CMLS Financial Ltd.
2110 – 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the “Company”)
Account Number: 21-KPG-114-02-E

PROFESSIONAL SERVICES RENDERED by members of the staff of The Bowra Group Inc., for the period of May 25, 2021 to May 31, 2021 including inter alia the following:

DATE	STAFF	RATE	TIME	FEE	DESCRIPTION
5/25/2021	NC	250.00	3.00	750.00	<ul style="list-style-type: none">• Review application materials;• Draft rent roll based on preliminary search of tenants;• Draft letter to tenants;• Draft bank correspondence requesting funds be transferred and accounts be frozen;• Review PPR and create summary of the same;• Draft utilities and tax summary;
5/25/2021	KG	450.00	1.50	675.00	<ul style="list-style-type: none">• Review and edits to the Receivership Order;• Review of Service List;• Review PPR and corporate searches;• Call with Andrew Macaig of Borden Ladner Gervais LLP (“BLG”) and Jeff Burt of CMLS Financial Ltd. (“CMLS”) to discuss the realisation strategy,

					<p>Receivership Order and current situation;</p> <ul style="list-style-type: none"> • Edits and changes to the tenant correspondence;
5/25/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> • Obtain corporate and PPR searches from Dye & Durham;
5/26/2021	NC	250.00	3.50	875.00	<ul style="list-style-type: none"> • Draft request for information from the Company. Review and discussions with Kristin Gray regarding the same; • Discussion with Sofie Parker regarding setting up an estate bank account; • Various email correspondence with Shazad Mardhani and Fahreen of Capstone Property Management (“Capstone”) regarding the request for information and pick up of building keys; • Tour property; • Contact Edmonton City Police regarding removal of individuals living in the back parking lot. Update Kristin Gray of the same; • Obtain quotes from two junk removal companies to remove and dispose of garbage and temporary structures in the back parking lot; • Prepare case website;
5/26/2021	KG	450.00	1.25	562.50	<ul style="list-style-type: none"> • Attend Court application to appoint a Receiver; • Email correspondence to Raj Deol of Rackel Belzil LLP (“Rackel Belzil”), counsel to the Company, regarding the Receivership and contact information for his client;

					<ul style="list-style-type: none"> Review historical building and tenant information provided by CMLS; Edits and changes to the detailed information request to the Company;
5/26/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none"> Review of Receivership Order; Edits/changes to correspondence to the Company requesting various information; Create Estate in Initial Interview; Draft creditor listing based on PPR;
5/26/2021	SP	185.00	0.75	138.75	<ul style="list-style-type: none"> Correspondence with BMO Bank of Montreal (“BMO”) regarding opening receivership bank account and set up for Interac e-transfers. Prepare documentation for the same; Coordinate initial filing, set up estate and bank account;
5/27/2021	NC	250.00	8.00	2,000.00	<ul style="list-style-type: none"> Attendance at the property; Review of the rent roll, tenant information, and May rent payments provided by CMLS; Meet with Shazad Mardhani of the Company and Fahreen of Capstone to obtain insurance documents, keys to the building, and discuss security concerns; Meet with tenants regarding the Receivership and payment of rent going forward; Coordinate the changing of all locks throughout the building; Correspondence with Asphalt Infrared Repairs regarding obtaining a quote to fix the sink and pot holes in the parking lot; Coordinate the removal of homeless shelter and other

					<p>garbage onsite with The Junk Guys;</p> <ul style="list-style-type: none"> • Various telephone calls trying to get a hold of tenants not on location to schedule a time to meet to discuss the Receivership and payment of rent on the go forward; • Update tenant contact and rent roll information;
5/27/2021	KG	450.00	5.50	2,475.00	<ul style="list-style-type: none"> • Review and edits to correspondence to tenants regarding the Receivership and collection of rent going forward; • Meet with Shazad Mardhani of the Company and Fahreen of Capstone to obtain insurance documents, keys to the building, and discuss security concerns; • Attendance at the property; • Discussions with Nicole Carreau regarding issues with garbage in the back parking lot, missing keys, security issues, parking lot potholes and utility accounts; • Meet with tenants regarding the Receivership and payment of rent going forward; • Email correspondence with Navreet Kaur of Liebel Insurance Group regarding the current policy, fire suppression system and payment going forward; • Review incumbent insurance policy; • Review website update; • Review summary of rent collected directly by BLG. Update rent roll. Correspondence with Nicole Carreau regarding the same;

5/27/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> • Prepare website update. Coordinate posting of the same;
5/28/2021	NC	250.00	7.50	1,875.00	<ul style="list-style-type: none"> • Attendance at the property; • Meet with the locksmith to continue changing the locks; • Meet with The Junk Guys regarding the removal of the remaining garbage from the back parking lot; • Various discussions with tenants regarding changing the locks, large gatherings, maintaining a clean loading area in the back of the building, and lease agreements; • Discussions with Zuhar Restaurant regarding May and June rent payments, tracing the previous rent payments and bank account information; • Collection of June rent from various tenants; • Secure gates on the back parking lot; • Transfer utility services to the Receiver's name; • Correspondence with both EPCOR and Direct Energy regarding transferring utility accounts to the Receiver; • Draft email correspondence to all tenants regarding the Receivership Order, future rent payments, documents requested, and advising of access for appraisal; • Meet with Maria from Queen 16 regarding Receivership, rent payments, concerns, etc.
5/28/2021	KG	450.00	5.00	2,250.00	<ul style="list-style-type: none"> • Attendance at the property;

					<ul style="list-style-type: none"> • Review of fire suppression system in leased units; • Review asphalt repair quote. Give instructions to obtain additional quotes; • Review clean up of back area; • Various correspondence to Tony Thomson of HUB International regarding an insurance quote; • Various correspondence with Joel Anderson of Avison Young regarding the appraisal and rent roll. Coordinate site visit for Wednesday June 2nd; • Review and edits to email correspondence to the tenants regarding payment of June rent and access for the appraiser; • Review creditor listing. Provide instructions to update and include utility vendors; • Edits and changes to Form 87 Notice and Statement of Receiver (“Form 87”); • Email correspondence to the Company regarding banking information. Correspondence with Jeff Burt of CMLS regarding the same; • Review correspondence to ATB;
5/28/2021	DP	150.00	1.25	187.50	<ul style="list-style-type: none"> • Changes to website update; • Add various creditors to creditor listing; • Finalize letter to ATB Financial requesting they freeze the Company accounts and forward any funds to the Receiver. Arrange courier for the same and send via email to ATB's insolvency department;

					<ul style="list-style-type: none"> • Prepare and finalize Form 87. Fax to the OSB;
5/29/2021	NC	250.00	1.00	250.00	<ul style="list-style-type: none"> • Telephone conversation with Jimmy from Lion Kingdom regarding questions about the Receivership; • Meet Jimmy from Lion Kingdom to pick up rent cheque for the month of June; • Call various paving companies requesting quotes to repair sink and pot holes in the parking lot;
5/31/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> • Transfer estate in Ascend; • Various email correspondence to Adedeyo of the OSB regarding fax containing Form 87 not going through. Email Form 87 and Receivership Order for her review;
5/31/2021	NC	250.00	2.25	562.50	<ul style="list-style-type: none"> • Follow up with Shazad Mardhani of the Company regarding providing the Company's books and records; • Various discussions with Fresh Barber regarding the whereabouts of bank drafts sent to BLG; • Draft correspondence to Paul Taylor of BLG regarding the May and June rent cheques held; • Detailed review of lease agreements. Edits and changes to the rent roll; • Attend premises to pick up June rent from various tenants;
TOTALS			41.75	12,788.75	

PROFESSIONAL FEES	12,788.75	
LESS: DISCOUNT	<u>(1,000.00)</u>	
		\$11,788.75
DISBURSEMENTS		
Office Costs	626.25	
Stationary - Form 87s	45.50	
Postage - Form 87s	<u>24.96</u>	
		696.71
GST on Professional Fees	589.44	
GST on Taxable Disbursements	<u>34.84</u>	
		624.27
TOTAL THIS INVOICE		<u><u>\$13,109.73</u></u>

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Companies for the period May 25, 2021, to May 31, 2021, was as follows:

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	13.25	450.00	5,962.50
Nicole Carreau	Associate	25.25	250.00	6,312.50
Sofie Parker	Insolvency Administrator	0.75	185.00	138.75
Administration	Estate Administrator	2.50	150.00	375.00
Time Billed		<u>41.75</u>	<u>306.32 *</u>	<u>12,788.75</u>

(*Average)



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

July 15, 2021

CMLS Financial Ltd.
2110 – 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

**Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the “Company”)
Account Number: 21-KPG-114-02-E**

Please find enclosed our Invoice No. 9208 for professional services rendered for the period of June 1, 2021 to June 30, 2021 which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours truly,

The Bowra Group Inc.

Per: 

Kristin Gray, CPA, CA, CIRP, LIT
Enclosure



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

July 15, 2021

Invoice No: 9208
GST No: 85167 7146

CMLS Financial Ltd.
2110 – 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the “Company”)
Account Number: 21-KPG-114-02-E

PROFESSIONAL SERVICES RENDERED by members of the staff of The Bowra Group Inc., for the period of June 1, 2021 to June 30, 2021 including inter alia the following:

DATE	STAFF	RATE	TIME	FEE	DESCRIPTION
6/1/2021	DP	150.00	1.00	150.00	<ul style="list-style-type: none">• Receive and review Certificate of Filing from the Office of the Superintendent of Bankruptcy (“OSB”);• Prepare Creditor's Package and send to 14 creditors. Prepare and swear mailing affidavit for the same;• Deposit 8 rent cheques. Prepare receipt voucher for the same;
6/1/2021	GS	250.00	0.50	125.00	<ul style="list-style-type: none">• Prepare 2021 operating costs schedule from bank statements;
6/1/2021	NC	250.00	7.75	1,937.50	<ul style="list-style-type: none">• Onsite meeting and walk through with J1 Electric and Kristin Gray regarding electrical outages throughout the building;• Meetings and discussions with various tenants regarding payment of June rent;• Pick up of June rent cheques and provide to Devron Penney for deposit;

					<ul style="list-style-type: none"> • Attendance at Capstone Property Management (“Capstone”) to pick up various documents. Discussion with Shazad Mardhani of the Company regarding the documents received and outstanding documents to be provided. Discussion with Kristin Gray regarding the same; • Update tenant contact information per lease agreements received from the Company; • Adjust rent roll to calculate additional rent based on June rent cheques received; • Various conversations with Andom Tekie of Fresh Barber & Fashion regarding bank drafts sent via express post to Borden Ladner Gervais LLP (“BLG”); • Correspondence regarding transfer of garbage services provided by Super Save Disposal Inc. (“Super Save”) into the Receiver’s name. Arrange an immediate pick up and establish regular pick-up schedule; • Draft email to Paul Taylor of BLG regarding May and June rent payments; • Discussion with Kristin Gray regarding the rent roll and collection summary. Edits and changes to the same; • Discussion and email correspondence with Travis Davis of Vets Group to coordinate HVAC repair; • Review documents received by Capstone and provide the CRA business number to Devron Penney to obtain online access;
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					<ul style="list-style-type: none"> • Prepare building map; • Upload all tenant leases onto the network and provide to Joel Andersen of Avison Young; • Draft summary of Receivership for Insolvency Insider. Send to Kristin Gray for review;
6/1/2021	KG	450.00	3.00	1,350.00	<ul style="list-style-type: none"> • Review rent roll and collection summary; • Review all current tenant leases; • Email correspondence to Jeff Burt of CMLS Financial Ltd. (“CMLS”) regarding the rent roll, vacant units, parking lot repairs, insurance and HVAC repairs; • Email rent roll and commentary to Joel Andersen of Avison Young; • Email correspondence with Travis Davis of Vets Group regarding a quote for repair of the HVAC;
6/2/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> • Various phone and email correspondence with ATB Financial to confirm the accounts have been closed, request additional bank statements and request the funds remaining in the account be remitted to the Receiver;
6/2/2021	NC	250.00	4.25	1,062.50	<ul style="list-style-type: none"> • Discussion with Travis Davis of Vets Group regarding a visit site to review the HVAC repairs required; • Attendance at the property to meet with Joel Raabis from Vets Group regarding the HVAC repair; • Telephone discussion with Betty Chapman from Equitus LLP regarding the Company books and records, annual GST and T2 returns filed, preparation of year-

					<p>ends and request to receive documentation for the same;</p> <ul style="list-style-type: none"> • Follow up email and telephone correspondence with various asphalt companies requesting a quote to repair parking lot damage; • Follow up telephone discussion and email correspondence with Christine Marshall from Super Save regarding immediate garbage pick up; • Meet with Joel Andersen of Avison Young to conduct the appraisal, tour the property and answer questions regarding the rent roll; • Review of Form 87 to determine if City of Edmonton was listed as a creditor. Email copy of creditor's package to the City of Edmonton; • Email correspondence with Paul Taylor of BLG regarding May and June rent payments, deposit of funds, and tenant cheques mailed to BLG; • Telephone discussion with Adonis Paxon of Million Dollar Realty regarding the sale of the building and interested client;
6/2/2021	KG	450.00	1.50	675.00	<ul style="list-style-type: none"> • Meet with Joel Andersen of Avison Young regarding the appraisal. Tour property and answer questions regarding the rent roll; • Call with Jeff Burt of CMLS regarding approval of various costs and funding; • Review and edits to correspondence to BLG regarding cheques received to date;

6/3/2021	NC	250.00	2.20	550.00	<ul style="list-style-type: none"> • Attendance at the property; • Physical inspection of fire safety Wet Protection System and regular maintenance schedule in Zuhur Restaurant per insurance requirements; • Discussion with Lula Yusuf of Zuhur Restaurant regarding the cancelation of the EFT payment sent to BLG; • Telephone call with Lula Yusuf of Zuhur Restaurant and Frank from RBC regarding tracing the May rent payment, inability to cancel the EFT, and BLG accessing the transferred funds; • Telephone conversation with Joe Tassone of Asphalt Infrared Repair regarding quote and scope or repair; • Telephone conversation with Anthony Holzapfel of Hot Pour Paving Inc. ("Hot Pour Paving") regarding quote received and explanation for laying additional asphalt on existing asphalt and durability of "quick fix", request revised quote; • Follow up with Paul Taylor of BLG regarding email and leave voicemail; • Walk through second floor with Manish Singla of Fairdeal Services Inc. ("Fairdeal") regarding janitorial services and areas in need of cleaning; • Investigate power outage at building and within the area; • Onsite meeting regarding power outage and extreme temperature of the building. Discussion with Jimmy Nfor of Lion Kingdom and Oliver Salvador of OLS
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					Consulting, tenants of the building, regarding the same;
6/4/2021	NC	250.00	1.50	375.00	<ul style="list-style-type: none"> • Prepare summary of quotes for the parking lot repairs. Provide the same to Kristin Gray; • Telephone discussion with Kaitlyn Jones of Blacktop Asphalt regarding re-submitting an asphalt repair quote. Discussion with Kristin Gray regarding the same; • Schedule a meeting with Paul Taylor of BLG to discuss various rent collection issues; • Upload parking lot photos to network and send to Jeff Burt of CMLS; • Telephone discussion with Manish Singla of Fairdeal regarding cost to provide janitorial services. Update Kristin Gray of the same; • Multiple telephone conversations with Roxie of Thermo Tech Mechanical Services Ltd. (“Thermo Tech”) regarding Receivership and outstanding invoices; • Telephone discussion with Dolores Nord of Homes and Garden Realty regarding Receivership and the sales process;
6/4/2021	KG	450.00	0.25	112.50	<ul style="list-style-type: none"> • Email correspondence to Jeff Burt of CMLS with an update on the junk removal, parking lot repairs and HVAC repairs;
6/7/2021	DP	150.00	2.00	300.00	<ul style="list-style-type: none"> • Email correspondence with ATB Financial requesting funds be remitted to the Receiver; • Send Nicole Carreau ATB Financial bank statements;

					<ul style="list-style-type: none"> • Prepare miscellaneous correspondence; • Add City of Edmonton as a creditor per email correspondence; • Check if CRA online authorization has been processed; • Prepare mail forward. Attendance at Canada Post to arrange the same; • Post disbursements in Ascend;
6/7/2021	NC	250.00	2.25	562.50	<ul style="list-style-type: none"> • Email correspondence with Roxie of Thermo Tech regarding unsecured claim; • Confirm onsite meeting and inspection of vacant units with The Junk Guys on June 8, 2021; • Provide Edmonton Police Service contact information to Kristin Gray; • Conference call with Paul Taylor of BLG regarding the deposit of cheques, outstanding cheques, cheques to be mailed, and RBC EFT sent and inability to be cancelled; • Draft email to Paul Taylor of BLG regarding RBC EFT and follow up actions; • Confirm mail forward with Devron Penney; • Follow up with Travis Davis of Vets Group regarding HVAC repair quote; • Update operating statement using additional bank statements and invoices gathered;
6/7/2021	KG	450.00	0.30	135.00	<ul style="list-style-type: none"> • Review foreclosure application materials from Murray Engleking;

					<ul style="list-style-type: none"> • Email correspondence to the Company regarding outstanding financial information; • Correspondence with Nicole Carreau regarding status of June rent collection; • Email correspondence to HUB regarding insurance coverage;
6/8/2021	SC	125.00	0.50	62.50	<ul style="list-style-type: none"> • Prepare cheques and disbursement voucher; • Arrange courier/mail;
6/8/2021	NC	250.00	3.00	750.00	<ul style="list-style-type: none"> • Attendance at the property; • Onsite visit with Mike Wheeler of The Junk Guys regarding vacant units and parking lot clean up; • Correspondence with parties interested in purchasing the property; • Correspondence with Jeff Bazinet of Canadian Excellence Inc. regarding interest in listing the building for sale; • Coordinate re-issuance of rent with Mary Mofazghi of Queen 16. Email correspondence with Robert Kent, counsel to Queen 16, regarding the same; • Complete 2020 operating statement; • Purchase materials to repair chain link gate to secure area where intruders entered;
6/9/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none"> • Prepare pre-authorization payment form for insurance payments. Coordinate signing and send to Navreet of Leibel Insurance Group; • Prepare AUT01-E and fax to CRA;
6/9/2021	NC	250.00	2.40	600.00	<ul style="list-style-type: none"> • Follow up with Betty Chapman of Equitus LLP regarding providing

					<p>the books and records of the Company;</p> <ul style="list-style-type: none"> Attend property to exchange postdated cheques and receive May and June reissued rent payments from Queen 16; Telephone conversation with Travis Davis of Vets Group regarding replacement versus repairs to the existing HVAC, discuss of quote and develop a step-by-step approach to troubleshoot the repair at minimal costs; Draft email correspondence to Jeff Burt of CMLS regarding quote received to repair the existing HVAC and troubleshooting approach. Telephone conversation with Jeff Burt regarding the same; Construct log of heat complaints received due to heat wave and HVAC issues; Discussion with Anthony Holzapfel of Hot Pour Paving regarding amending their quote;
6/9/2021	KG	450.00	0.30	135.00	<ul style="list-style-type: none"> Review and approve insurance payments going forward; Review and approve vendor invoices for payment; Call with Jeff Burt of CMLS regarding the appraisal, HVAC repairs and parking lot repairs; Provide instruction to obtain amended parking lot quotes;
6/9/2021	SP	185.00	0.50	92.50	<ul style="list-style-type: none"> Estate administration related to banking matters;
6/10/2021	SC	125.00	0.25	31.25	<ul style="list-style-type: none"> Prepare cheques and disbursement voucher; Arrange courier/mail;

6/10/2021	NC	250.00	0.40	100.00	<ul style="list-style-type: none"> Update photos of cleaned vacated units; Discussion with Direct Energy to confirm the creation of a new account in the Receiver's name;
6/11/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none"> Bank deposit; Refile online authorization with CRA;
6/13/2021	NC	250.00	0.20	50.00	<ul style="list-style-type: none"> Follow up discussion with Anthony Holzapfel of Hot Pour Paving regarding repairing all tripping hazards located in the parking lot;
6/14/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> Phone correspondence to Jason Mattson of Canada Post regarding mail forward done and complaint by principals of the Company. Email copy of Receivership Order;
6/14/2021	NC	250.00	1.40	350.00	<ul style="list-style-type: none"> Follow up with Devron Penney regarding receiving the remaining funds held by ATB Financial; Draft email to Jeff Burt of CMLS regarding quote received to temporarily fix the parking lot; Discussion with Manish Singla of Fairdeal regarding the cleaning of common areas and restocking of washroom supplies; Correspondence with parties interested in purchasing the property; Review Dahlak Liquor Store lease agreement in relation to fixing broken window. Discussion with Kristin Gray regarding the same; Attend property to speak with tenants regarding plumbing and heat concerns;

6/14/2021	KG	450.00	0.60	270.00	<ul style="list-style-type: none"> Review amended quote from Hot Pour Paving. Discuss with Nicole Carreau; Email correspondence to Jeff Burt of CMLS regarding the amended quote for parking lot repairs; Edit and finalize various correspondence;
6/15/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none"> Post disbursements in Ascend. Prepare disbursement voucher for the same; Finalize miscellaneous correspondence;
6/15/2021	NC	250.00	1.00	250.00	<ul style="list-style-type: none"> Continue to receive and document various heat complaints from tenants; Attendance at the property to meet Thomas Henderson of Henderson Plumbing to discuss and resolve complication in the men's washroom; Discussion with Mike Haile from Dahlak Liquor Store regarding broken window;
6/16/2021	NC	250.00	0.80	200.00	<ul style="list-style-type: none"> Draft preliminary estate six month projected cash flow statement; Discussion with Jason of EPCOR regarding the water meter onsite at the property; Discussion with Anthony Holzapfel of Hot Pour Paving to schedule the parking lot repair;
6/17/2021	NC	250.00	0.50	125.00	<ul style="list-style-type: none"> Follow up with Devron Penney regarding receipt of the remaining funds being held with ATB Financial; Follow up discussion with Manish Singla of Fairdeal regarding mandatory cleaning, re-stocking

					<p>obligations and timeline for the same;</p> <ul style="list-style-type: none"> • Discussion with Jennifer Williamson of Super Save Disposal Inc. regarding receiving monthly invoices and amending billing information; • Leave message for Anthony Holzapfel of Hot Pour Paving requesting to change the date to repair the parking lot;
6/17/2021	KG	450.00	0.30	135.00	<ul style="list-style-type: none"> • Various correspondence to Shazad Mardhani of the Company regarding the ATB Financial account, refund from SGI and payment of building expenses;
6/18/2021	NC	250.00	1.50	375.00	<ul style="list-style-type: none"> • Re-schedule parking lot repair with Anthony Holzapfel of Hot Pour Paving; • Prepare letters to tenants advising of the parking lot closure due to repairing asphalt. Email correspondence to the tenants regarding the same; • Attendance at the property to hand deliver letters to tenants; • Draft email to Navreet Kaur of Leibel Insurance Group regarding SGI's request to get off risk and remarket the policy. Discussion with Kristin Gray regarding the same; • Prepare cheque request for Vets Group invoice. Update cash flow statement with the same; • Draft email correspondence to Paul Taylor of BLG regarding re-issued rent cheques and cheques clearing the BLG bank account;
6/18/2021	KG	450.00	0.25	112.50	<ul style="list-style-type: none"> • Call with Navreet Kaur of Leibel Insurance Group regarding the cancellation notice from SGI and

					section 10 of the Receivership Order;
6/21/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> Resubmit CRA online authorization, third attempt; Email and phone correspondence with ATB Financial regarding release of funds to the Receiver;
6/21/2021	NC	250.00	2.35	587.50	<ul style="list-style-type: none"> Attendance at the property to meet Hot Pour Paving. Discussions with Anthony Holzapfel of Hot Pour Paving regarding clean up required to complete the repair; Various correspondence with Lula Yusuf from Zuhur Restaurant regarding fire protection system located within the restaurant further to insurance requirements; Correspondence with Navreet Kaur of Leibel Insurance Group regarding issuance of the insurance refund; Calculation of rental income received from BLG and corresponding journal entry. Correspondence with Devron Penney regarding the same; Discussion with party interested in purchasing the property; Receive and document numerous complaints from tenants regarding extreme heat in the building; Provide Tony Thompson of Hub Insurance photos of the completed parking lot repair;
6/21/2021	KG	450.00	0.75	337.50	<ul style="list-style-type: none"> Various correspondence to Tony Thomson of HUB Insurance regarding obtaining a quote for coverage.

6/22/2021	SC	125.00	0.25	31.25	<ul style="list-style-type: none"> • Prepare cheques and disbursement voucher; • Arrange courier/mail;
6/22/2021	NC	250.00	0.25	62.50	<ul style="list-style-type: none"> • Discussion with Kristin Gray regarding insurance; • Email correspondence with Hub Insurance regarding insured and loss payee;
6/22/2021	KG	450.00	0.25	112.50	<ul style="list-style-type: none"> • Various correspondence to Jeff Burt of CMLS regarding insurance coverage, the quote from HUB and challenges with the risk;
6/23/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> • Post rent funds received from BLG. Discussions with Sofie Parker regarding the same;
6/24/2021	NC	250.00	0.25	62.50	<ul style="list-style-type: none"> • Draft interim statement of receipts and disbursements (“Interim R&D”);
6/25/2021	NC	250.00	0.75	187.50	<ul style="list-style-type: none"> • Update Interim R&D to include expenses accrued. Provide the same to Kristin Gray; • Review insurance quote submission documents provided by Navreet Kaur of Leibel Insurance Group. Email correspondence with Navreet Kaur regarding the amendments to be made to the quote. Discussion with Kristin Gray regarding the same;
6/25/2021	KG	450.00	0.40	180.00	<ul style="list-style-type: none"> • Finalize Interim R&D as at June 24, 2021; • Review estate monthly cash flow; • Email and telephone correspondence with Jeff Burt of CMLS regarding estate funds and professional fees to date; • Review Leibel Insurance Group submission. Correspondence

					<ul style="list-style-type: none"> with Nicole Carreau regarding the same; Correspondence with Nicole Carreau to confirm July rent collection;
6/26/2021	NC	250.00	1.50	375.00	<ul style="list-style-type: none"> Various telephone conversations with tenants and Edmonton Police Service regarding reported suspicious activity at the property. Discussion with Kristin Gray regarding the same; Attendance at the property; Multiple discussions with tenants regarding extreme heat and suspicious activity over the last couple of days;
6/28/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> Resubmit CRA online authorization forms;
6/28/2021	NC	250.00	1.00	250.00	<ul style="list-style-type: none"> Attendance at the property; Discussions with all tenants regarding the payment and collection of July rent; Receive and document complaints from tenants regarding the extreme heat throughout the building;
6/29/2021	NC	250.00	0.50	125.00	<ul style="list-style-type: none"> Discussion with Lula Yusuf of Zuhur Restaurant regarding methods of payment for July rent; Review insurance quote received from Navreet Kaur of Leibel Insurance Group. Discussion with Kristin Gray regarding the same;
6/30/2021	DP	150.00	1.00	150.00	<ul style="list-style-type: none"> Post 8 rent cheques for deposit; Post interact receipt in Ascend and prepare receipt voucher; Website update;
6/30/2021	NC	250.00	3.25	812.50	<ul style="list-style-type: none"> Attendance at the property; Pickup July rental payments from all tenants;

					<ul style="list-style-type: none"> • Update rent roll for receipt of monthly rent; • Advise Devron Penney of the monthly rent received; • Email correspondence with Cameron David of Advance Earth Works Ltd. regarding Receivership; • Draft email correspondence to Jeff Burt of CMLS regarding insurance quote received from Leibel Insurance Group; • Advise Sofie Parker and Devron Penney of incoming Interac e-transfers related to rental income; • Attendance at the property in response to complaints of the roof melting off and potentially falling on parked vehicles; • Set up parking blockades to prevent vehicle damage from falling roof; • Discussions with Edmonton City Police regarding homeless population residing next to the property and ongoing disturbances;
TOTALS			55.65	14,660.00	

PROFESSIONAL FEES		\$14,660.00
DISBURSEMENTS		
Office Costs	<u>834.75</u>	834.75
GST on Professional Fees	733.00	
GST on Taxable Disbursements	<u>41.74</u>	774.74
TOTAL THIS INVOICE		<u><u>\$16,269.49</u></u>

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Companies for the period June 1, 2021 to June 30, 2021, was as follows:

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	7.90	450.00	3,555.00
Nicole Carreau	Associate	39.00	250.00	9,750.00
Garrett Stupan	Associate	0.50	250.00	125.00
Sofie Parker	Insolvency Administrator	0.50	185.00	92.50
Administration	Estate Administrator	7.75	146.77	1,137.50
Time Billed		55.65	263.43 *	14,660.00

(* Average)



The Bowra Group Inc.
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10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

August 18, 2021

CMLS Financial Ltd.
2110 – 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

**Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the “Company”)
Account Number: 21-KPG-114-02-E**

Please find enclosed our Invoice No. 9232 for professional services rendered for the period of July 1, 2021 to July 31, 2021 which we trust you will find in order.

If you have any questions, please don't hesitate to contact us.

Yours truly,

The Bowra Group Inc.

Per:

Kristin Gray, CPA, CA, CIRP, LIT

Enclosure



The Bowra Group Inc.
1411 TD Tower
10088 - 102 Avenue
Edmonton, AB Canada
T5J 2Z1

Tel: 780.809.1224
Fax: 780.705.1946
bowragroup.com

August 18, 2021

Invoice No: 9232
GST No: 85167 7146

CMLS Financial Ltd.
2110 – 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the “Company”)
Account Number: 21-KPG-114-02-E

PROFESSIONAL SERVICES RENDERED by members of the staff of The Bowra Group Inc., for the period of July 1, 2021 to July 31, 2021 including inter alia the following:

DATE	STAFF	RATE	TIME	FEE	DESCRIPTION
7/2/2021	NC	250.00	0.40	100.00	<ul style="list-style-type: none">• Deposit rental income received at BMO Bank of Montreal;• Discussion with Jimmy Nfor of Lion Kingdom regarding the extreme heat in the building;
7/5/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none">• Obtain invoice from Direct Energy Regulated Services (“Direct Energy”). Set up account for online billings. Email correspondence with Rochelle Anand of Direct Energy regarding closure of the Company accounts;• Prepare invoice for payment;
7/5/2021	NC	250.00	1.50	375.00	<ul style="list-style-type: none">• Review and calculation of expenses incurred to-date;• Discussion with Kristin Gray regarding the same;• Discussion with Jennifer Williamson of Super Save Disposal Inc. (“Super Save”) requesting monthly invoices;

					<ul style="list-style-type: none"> Follow up with Devron Penney regarding the release of funds from ATB Financial; Review affidavit and SAVO application documents;
7/5/2021	KG	450.00	0.75	337.50	<ul style="list-style-type: none"> Various correspondence to Jeff Burt of CMLS Financial Ltd. (“CMLS”) regarding a payout statement, estimated costs to closing and insurance coverage; Review estate cash flow; Review and approve invoices for payment;
7/6/2021	SC	125.00	0.50	62.50	<ul style="list-style-type: none"> Prepare cheques and disbursement voucher; Arrange courier/mail;
7/6/2021	DP	150.00	0.10	15.00	<ul style="list-style-type: none"> Send follow up email to Cassandra Bishop of ATB Financial regarding cheque issued for remaining funds in the Company account, confirm address and date sent;
7/6/2021	NC	250.00	0.25	62.50	<ul style="list-style-type: none"> Discussion with Jordana Hoblak of Edmonton Municipal Enforcement regarding regular monitoring of the property;
7/7/2021	DP	150.00	1.50	225.00	<ul style="list-style-type: none"> Prepare miscellaneous correspondence;
7/7/2021	NC	250.00	1.00	250.00	<ul style="list-style-type: none"> Discussion with Direct Energy regarding recent invoice received to ensure all gas meters are included on the invoice; Discussion with ATCO Group regarding the number of gas meters onsite, site identification numbers, supply of gas and monthly charges are consistent with previous years, etc. Update Kristin Gray regarding the same;
7/7/2021	KG	450.00	1.25	562.50	<ul style="list-style-type: none"> Prepare for and attend the application to approve the sale;

					<ul style="list-style-type: none"> Review and send letter from CRA regarding GST arrears to Andrew Maciag of BLG and Jeff Burt of CMLS;
7/8/2021	SC	125.00	0.75	93.75	<ul style="list-style-type: none"> Prepare cheques and disbursement voucher; Arrange courier/mail;
7/8/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none"> Post disbursements in Ascend; Prepare voucher for the same;
7/9/2021	NC	250.00	0.20	50.00	<ul style="list-style-type: none"> Correspondence with Manish Singla of Fair Deal Services Inc. regarding payment for services and an unsecured claim relating to invoices issued pre- Receivership;
7/12/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> Bank deposit;
7/12/2021	NC	250.00	0.50	125.00	<ul style="list-style-type: none"> Draft letter to Lula Yusuf of Zuhur Restaurant regarding CEBA application;
7/14/2021	DP	150.00	1.25	187.50	<ul style="list-style-type: none"> Review of letter regarding Zuhur Restaurant CEBA application; Phone call with the CRA regarding account maintenance and changing the RT0002 remittance frequency from annually to monthly; Prepare GST20 form and cover letter for the same. Fax and send by regular mail to CRA;
7/14/2021	NC	250.00	0.40	100.00	<ul style="list-style-type: none"> Attendance at the property; Inspection of the roof per insurance requirements;
7/14/2021	KG	450.00	0.30	135.00	<ul style="list-style-type: none"> Edit and finalize various correspondence; Receive and review various correspondence and materials in relation to the sale approval application;

7/15/2021	DP	150.00	0.50	75.00	<ul style="list-style-type: none"> Review and finalize miscellaneous correspondence;
7/15/2021	NC	250.00	0.40	100.00	<ul style="list-style-type: none"> Review utility invoices received; Correspondence with Jason, Customer Relations Agent of Epcor regarding an invoice received and correct issuance of Receivership period invoices; Discussion with Anthony Holzapfel of Hot Pour Paving regarding payment for services and cheque mailed via Canada Post;
7/16/2021	KG	450.00	1.50	675.00	<ul style="list-style-type: none"> Prepare for and attend sale approval application; Review draft Order; Review revised Offer to Purchase; Review correspondence from the City of Edmonton regarding outstanding property taxes;
7/16/2021	SP	185.00	0.50	92.50	<ul style="list-style-type: none"> Estate administration related to banking matters;
7/20/2021	SC	125.00	0.75	93.75	<ul style="list-style-type: none"> Prepare cheques and disbursement voucher; Arrange courier/mail;
7/20/2021	DP	150.00	0.25	37.50	<ul style="list-style-type: none"> Post disbursements in Ascend; Prepare voucher for the same;
7/20/2021	KG	450.00	0.15	67.50	<ul style="list-style-type: none"> Correspondence to Patrick Kirwin of Kirwin LLP, counsel to KZN Investments and Financing Ltd. ("KZN"), regarding the rent roll, expenses and coordinating a tour of the property;
7/21/2021	NC	250.00	1.50	375.00	<ul style="list-style-type: none"> Prepare a summary of regular service providers; Draft email correspondence to Patrick Kirwin of Kirwin LLP regarding regular service providers, rent roll, transition of

					<p>property to KZN, etc. Discussion with Kristin Gray regarding the same;</p> <ul style="list-style-type: none"> • Update the projected and actual cash flow as at July 20, 2021; • Correspondence with Shazad Mardhani of the Company confirming the number of Direct Energy accounts and historical expenses incurred;
7/21/2021	KG	450.00	0.50	225.00	<ul style="list-style-type: none"> • Review and edit correspondence to Shazad Mardhani of the Company regarding the utility accounts; • Edits and change to the rent roll; • Review correspondence to Patrick Kirwin of Kiriwn LLP, counsel to KZN, regarding the rent roll and operating expenses of the property;
7/22/2021	NC	250.00	0.60	150.00	<ul style="list-style-type: none"> • Correspondence with Patrick Kirwin of Kirwin LLP regarding the lease agreements, hosting a tour and prospective tenants; • Attendance at the Property; • Discussion with Bhrahana Brahane of Habesha Retail Store regarding repairs to the entrance door; • Discussion with Ande Gebreberham of Dahlak Liquor Store regarding extreme heat;
7/22/2021	KG	450.00	0.50	225.00	<ul style="list-style-type: none"> • Various correspondence with Shazad Mardhani of the Company and Navreet Kaur of Liebel Insurance Group regarding the Crossroads premium refunded to the Company's account. Review of the bank statements. Calculate net refund;

7/23/2021	NC	250.00	1.25	312.50	<ul style="list-style-type: none"> Follow up with Christine Marshall of Super Save requesting monthly invoices; Discussion with James Mosher of Advance Earthworks Ltd. regarding invoices pre- Receivership and Receiver not continuing to engage services; Various website updates;
7/23/2021	KG	450.00	1.00	450.00	<ul style="list-style-type: none"> Call with the CRA regarding the reporting period on the GST account; Review Redemption Order; Review Sales and Vesting Order; Review website update;
7/27/2021	NC	250.00	1.50	375.00	<ul style="list-style-type: none"> Various discussions and correspondence with Christine Marshall of Super Save regarding receiving monthly service invoices and billing amounts; Update projected versus actual cash flow statement; Attendance at the Property; Discussions with all tenants regarding the payment and collection of August rent;
7/28/2021	KG	450.00	0.75	337.50	<ul style="list-style-type: none"> Review and approve invoices for payment; Confirm insurance refund amount to be issued to Crossroads Capital Corporation; Discussion with Nicole Carreau regarding the bathroom flood and collection of August rent; Correspondence to Patrick Kirwin of Kirwin LLP regarding his client's attendance at the property;
7/28/2021	NC	250.00	2.25	562.50	<ul style="list-style-type: none"> Discussions with tenants regarding the flood in the men's

					<p>washroom. Update Kristin Gray on the same;</p> <ul style="list-style-type: none"> • Discussions with Thomas Henderson of Henderson Plumbing regarding turning off the water to the men’s washroom and stopping the flow water; • Attendance at the Property; • Inspect all potentially affected units for water damage; • Discussion with Mike Haile and Ande Gebreberham of Dahlak Liquor Store regarding the ceiling water leak in the cooler; • Meet Thomas Henderson of Henderson Plumbing at the property to inspect water leak; • Various discussions with Manish Singla of Fairdeal Services Inc. regarding emergency services required to clean the excess of water resulting from the leak; • Coordinate and schedule cleanup of the back and front parking lots with Mike Wheeler of The Junk Guys; • Collect rent from tenants and receive questions regarding the new owner’s introduction and tour of the property; • Follow up with Patrick Kirwin of Kirwin LLP regarding touring the property with KZN;
7/29/2021	SC	125.00	0.25	31.25	<ul style="list-style-type: none"> • Prepare cheques and disbursement voucher; • Arrange courier/mail;
7/29/2021	NC	250.00	0.30	75.00	<ul style="list-style-type: none"> • Various correspondence with Shazad Mardhani of the Company to coordinate the insurance refund to Crossroads Capital Corporation;

7/29/2021	DP	150.00	0.25	37.50	• Post disbursements in Ascend;
7/30/2021	NC	250.00	0.30	75.00	• Receive August rent cheque from tenants; • Updates to the rent roll; • Discussion with Thomas Henderson of Henderson Plumbing regarding obtaining the parts to fix the urinal in the men's washroom and schedule a time to repair the same.
TOTALS			26.90	7,241.25	

PROFESSIONAL FEES		\$7,241.25
DISBURSEMENTS		
Office Costs	403.50	
		403.50
GST on Professional Fees	362.06	
GST on Taxable Disbursements	20.18	
		382.24
TOTAL THIS INVOICE		<u><u>\$8,026.99</u></u>

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Companies for the period July 1, 2021, to July 31, 2021, was as follows:

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	6.70	450.00	3,015.00
Nicole Carreau	Associate	12.35	250.00	3,087.50
Sofie Parker	Insolvency Administrator	0.50	185.00	92.50
Administration	Estate Administrator	7.35	142.35	1,046.25
Time Billed		26.90	269.19 *	7,241.25

September 15, 2021

CMLS Financial Ltd.
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")
Account Number: 21-KPG-114-02-E

Please find enclosed our Invoice No. 9244 for professional services rendered for the period 2021-08-01 to 2021-08-31 to which we trust you will find in order.

If you have any questions, please contact us.

Yours truly,

THE BOWRA GROUP INC.

In its capacity as Receiver Manager of Queen Mary
Park Place Ltd.

Per: 

Kristin Gray, CPA, CA, CIRP, LIT

Enclosure

September 15, 2021

CMLS Financial Ltd.
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2

Invoice No: 9244
GST No: 85167 7146

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")
Account Number: 21-KPG-114-02-E

PROFESSIONAL SERVICES RENDERED by members of The Bowra Group Inc. for the period 2021-08-01 to 2021-08-31 as Receiver Manager of the Company including inter alia the following:

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
2021-08-03	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-08-03	NC	Advise Sofie Parker of incoming Interac E-transfers; Email correspondence with James from Advance Earthworks regarding unsecured claim and services not required; Post 8 rent cheques in Ascend and prepare deposit slip. Attendance at the bank to deposit the same;	250.00	1.10	275.00
2021-08-05	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	1.00	125.00
2021-08-05	NC	Post disbursements and Interac E-transfer receipts in Ascend. Prepare receipt vouchers for the same;	250.00	0.90	225.00
2021-08-06	NC	Draft email to Katherine Ho of CMLS Financial Ltd. ("CMLS") regarding the insurance policy; Discussion with Thomas Henderson of	250.00	0.30	75.00

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		Henderson Plumbing regarding scheduling a time to fix urinal in the men's washroom;			
2021-08-06	KG	Correspondence regarding the Receiver's insurance policy and the request from CMLS; Review August rent collections and cash flow. Discussions with Nicole Carreau regarding the same; Give instructions to Nicole Carreau regarding follow up with CRA on GST filing;	450.00	0.75	337.50
2021-08-09	LOM	Draft and edit miscellaneous correspondence and reports;	125.00	1.00	125.00
2021-08-09	NC	Correspondence with Shazad Mardhani of the Company regarding the issuance of the insurance refund;	250.00	0.20	50.00
2021-08-10	NC	Telephone call with the CRA to confirm the remitting frequency has been changed to monthly and to request the access code for GST filing;	250.00	0.25	62.50
2021-08-11	KG	Correspondence with Katherine Ho of CMLS regarding the Receiver's insurance policy. Review response from HUB International Insurance Brokers ("HUB") related to business interruption and replacement coverage;	450.00	0.25	112.50
2021-08-11	NC	Prepare Receiver's First Report to Court in anticipation of closing;	250.00	1.50	375.00
2021-08-12	NC	Inquire with Tony Thompson of HUB regarding CMLS's questions surrounding the insurance policy;	250.00	0.15	37.50
2021-08-13	SC	Bank reconciliations;	125.00	0.25	31.25
2021-08-17	KG	Correspondence with Jeff Burt of CMLS regarding the status of the sale; Edit and finalize various correspondence;	450.00	0.40	180.00

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
2021-08-18	NC	Prepare RT0002 returns for the months of May, June and July;	250.00	0.50	125.00
2021-08-18	KG	Various correspondence to Patrick Kirwin of Kirwan LLP, counsel to the purchaser, regarding the status of closing, rent instructions and transfer of utility accounts;	450.00	0.15	67.50
2021-08-19	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-08-19	NC	Onsite at the Property; Meeting with the plumber to repair the men's washroom; Various conversations throughout the day with the plumber in regards to replacing the flush o'meter and having to shut down the water; Enter disbursements in Ascend;	250.00	0.80	200.00
2021-08-20	GS	Draft Fee Affidavit and various schedules for First Report to Court;	250.00	2.25	562.50
2021-08-21	NC	Discussion with Luna Yusuf of Zuhur Restaurant regarding electrical outage; Research Epcor electrical outages throughout the City of Edmonton; Telephone call with Joel of VETS Group regarding providing electrical services; Various conversations with 4Way Electrical regarding restoring power at the Property;	250.00	1.00	250.00
2021-08-23	DP	File monthly GST returns for May 1, 2021 to July 31, 2021;	150.00	0.25	37.50
2021-08-23	KG	Receive correspondence from Andrew Maciag of Borden Ladner Gervais LLP ("BLG") regarding the collapsed sale. Give instructions to Nicole Carreau regarding the same;	450.00	0.25	112.50

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		Various correspondence with Nicole Carreau regarding collection of September rent and utility accounts;			
2021-08-25	DP	Email correspondence to Wade Robinson of ATB Financial confirming we received their Proof of Claim ("POC");	150.00	0.10	15.00
2021-08-26	NC	Schedule date for repair of the men's washroom;	250.00	0.20	50.00
2021-08-27	DP	Phone call with party interested in the Property. Discussions with Nicole Carreau regarding the same and send email correspondence to party providing them Receivership information;	150.00	0.25	37.50
2021-08-30	NC	Onsite at the Property to collect September rent;	250.00	0.50	125.00
	TOTAL			15.30	\$3,718.75

PROFESSIONAL FEES		\$3,718.75
DISBURSEMENTS		
Office Costs	<u>229.50</u>	229.50
GST on Professional Fees	185.94	
GST on Taxable Disbursements	<u>11.48</u>	197.41
TOTAL THIS INVOICE		<u><u>\$4,145.66</u></u>

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Company for the period 2021-08-01 to 2021-08-31 was as follows:

Staff	Position	Hours	Hourly Rate \$	Total \$
Kristin Gray	Senior Vice President	1.80	450.00	810.00
Nicole Carreau	Associate	7.40	250.00	1,850.00
Garrett Stupan	Associate	2.25	250.00	562.50
Administration	Estate Administrator	3.85	128.90	496.25
Time Billed		15.30	243.06 *	3,718.75

(*Average)

October 19, 2021

CMLS Financial Ltd.
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff BurtSenior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")

Account Number: 21-KPG-114-02-E

Please find enclosed our Invoice No. 9269 for professional services rendered for the period September 1, 2021 to September 30, 2021 which we trust you will find in order.

If you have any questions, please contact us.

Yours truly,

THE BOWRA GROUP INC.

In its capacity as Receiver Manager of Queen Mary
Park Place Ltd.

Per:



Kristin Gray, CA, CPA, CIRP, LIT
/encl.

October 19, 2021

Invoice No: 9269
 GST No: 85167 7146

CMLS Financial Ltd.
 2110 - 1066 West Hastings Street
 Vancouver, BC V6E 3X2

Attention: Jeff BurtSenior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")
Account Number: 21-KPG-114-02-E

PROFESSIONAL SERVICES RENDERED by members of The Bowra Group Inc. for the period September 1, 2021 to September 30, 2021 as Receiver Manager of the Company including inter alia the following:

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
2021-09-01	DP	Receive and deposit 7 cheques for September rent;	165.00	0.50	82.50
2021-09-01	KG	Review June and July GST returns and approve for payment; Review and approve invoices for payment;	500.00	0.30	150.00
2021-09-01	NC	Attendance at the Property; Collection of monthly rent; Provide notice of disruption of water services to repair plumbing concern to all tenants; Update the rent roll; Advise Sofie Parker of anticipated Interac E-transfer payments;	295.00	1.25	368.75
2021-09-02	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.75	93.75

DATE	STAFF	DESCRIPTION	RATE	TIME	FEE
2021-09-02	DP	Review and enter disbursements in Ascend; Enter receipts in Ascend. Attendance at bank to deposit the same;	165.00	0.50	82.50
2021-09-03	NC	Update the cash flow statement to present actuals to-date; Submit vendor expenses for approval; Discussion with On Point Plumbing & Gas Ltd. regarding completion of the plumbing repairs to the mens urinal;	295.00	0.65	191.75
2021-09-03	SP	Process incoming Interac E-transfers for monthly rent;	185.00	0.25	46.25
2021-09-07	DP	Review of cheque requests and approval; Post disbursements in Ascend; Post wires received from tenants. Review of allocation from Nicole Carreau for the same and prepare receipt voucher;	165.00	0.50	82.50
2021-09-07	KG	Review and approve invoices for payment; Correspondence with Nicole Carreau regarding the monthly utility costs; Review general ledger; Correspondence regarding payment of the GST owing on the RT0002 account;	500.00	0.50	250.00
2021-09-09	DP	Review of GL and file GST return for the period of August 1, 2021 to August 31, 2021; Prepare request for payment of GST amount owing;	165.00	0.25	41.25
2021-09-09	NC	Leave voicemail with Shazad Mardhani of the Company in regards to utility costs incurred and snow removal; Contact various contractors to obtain quotes for snow removal at the Property;	295.00	0.40	118.00

DATE	STAFF	DESCRIPTION	RATE	TIME	FEE
2021-09-10	NC	Follow up with Mary Mofazghi of Queen 16 regarding rental cheque returned due to insufficient funds;	295.00	0.20	59.00
2021-09-10	SP	Journal entries and reconcile GL and bank account;	185.00	0.25	46.25
2021-09-13	DP	Review claim received from CRA. Forward copy of the same to Nicole Carreau and Kristin Gray for review;	165.00	0.10	16.50
2021-09-13	NC	Coordinate pick up of reissued September rent cheque from Queen 16. Discussion with Devron Penney regarding the same; Discussions with Adnan Dhariwala of Park Landscaping regarding snow removal quote;	295.00	0.40	118.00
2021-09-14	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.75	93.75
2021-09-14	DP	Post disbursements in Ascend. Prepare voucher for the same;	165.00	0.25	41.25
2021-09-15	DP	Review, edit and finalize miscellaneous correspondence; Attendance at Property to pick up rent cheque from Queen 16; Post receipt in Ascend. Attendance at the bank to deposit the same;	165.00	1.25	206.25
2021-09-15	KG	Attendance at the Property to perform an insurance check and ensure the back parking lot is clear of debris; Review amended claim from CRA. Correspondence with Devron Penney regarding assessments for additional GST periods; Edits and changes to various correspondence;	500.00	1.00	500.00
2021-09-16	NC	Various discussion with Lula of Zuhur Restaurant in regards to back flow of water from the floor drains, sinks, and	295.00	0.75	221.25

DATE	STAFF	DESCRIPTION	RATE	TIME	FEE
		washrooms; Contact VETS to provide emergency plumbing services. Update Kristin Gray of the same; Various discussions with Michael from VETS in regards to resolving the blocked sewage line and additional services required;			
2021-09-16	KG	Various correspondence with Nicole Carreau regarding the blocked sewage line. Attendance at the Property to ensure the blocked sewer is resolved. Correspondence with VETS regarding the same; Prepare an Interim Statement of Receipts and Disbursements ("Interim R&D") as at September 16, 2021. Correspondence to Jeff Burt of CMLS Financial Ltd. ("CMLS") regarding the same;	500.00	1.50	750.00
2021-09-17	NC	Discussion with various tenants regarding the temperature in their suites; Discussion with Heather from VETS to coordinate a technician to restore heat to the building. Update Kristin Gray of the same; Correspondence with George Vashishta of T4 Tax Inc. in regards to heating concern;	295.00	0.50	147.50
2021-09-17	KG	Receive correspondence from a tenant regarding lack of heat. Correspondence with Nicole Carreau regarding scheduling VETS to attend;	500.00	0.15	75.00
2021-09-18	NC	Discussion with potential lease tenant requesting a showing of a vacant unit;	295.00	0.20	59.00
2021-09-20	NC	Onsite with Scott from VETS to fix heating issue; Discussion with Direct Energy in regards to invoice received with a nil balance and re issuance of invoice;	295.00	0.75	221.25

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		Schedule vacant unit tour with Naima Haile, prospective tenant;			
2021-09-21	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-09-21	DP	Post disbursements in Ascend;	165.00	0.25	41.25
2021-09-21	NC	Prepare monthly lease agreement for prospective tenant;	295.00	0.40	118.00
2021-09-22	DP	Review monthly lease agreement. Edits and changes to the same;	165.00	0.50	82.50
2021-09-22	NC	Follow up with Adnan Dhariwala of Park Landscaping regarding removal of snow and ice; Provide draft copy of monthly lease to Kristin Gray for review. Amendments to the same;	295.00	0.30	88.50
2021-09-23	NC	Various correspondence with Naima Haile, prospective tenant, regarding leasing unit;	295.00	0.25	73.75
2021-09-23	KG	Review snow removal quotes. Correspondence with Nicole Carreau regarding the same; Review proposed lease agreement for potential new tenant; Receive and review correspondence from Andrew Maciag of BLG regarding approval of an offer to purchase the Property;	500.00	0.75	375.00
2021-09-24	SP	Confirm bank deposits and funds clearance; Review disbursements;	185.00	0.25	46.25
2021-09-27	NC	Leave voicemail with Albert LaRocque of CRA regarding GST filed; Confirmation with Adnan Dhariwala of Park Landscaping regarding the completion of the snow removal contract; Attendance at the Property;	295.00	0.75	221.25

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		Discussion with tenants regarding the collection of rent of Friday, October 1, 2021;			
2021-09-28	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-09-28	DP	Post disbursements in Ascend;	165.00	0.15	24.75
2021-09-28	NC	Discussion with Oliver Salvador of OLS Consulting Group Training regarding collection of October rent; Discussion with Samson Stanley of Gateway Staffing regarding collection of October rent;	295.00	0.25	73.75
	TOTAL			18.75	\$5,332.25

INVOICE SUMMARY

PROFESSIONAL FEES		\$5,332.25
OFFICE COSTS		\$281.25
GST on Professional Fees	\$266.61	
GST on Disbursements	\$14.06	
		\$280.67
TOTAL THIS INVOICE		\$5,894.17

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Company for the period September 1, 2021 to September 30, 2021 was as follows:

Summary of Hours

STAFF	TIME	RATE	FEE
Kristin Gray - Senior Vice President	4.20	500.00	\$2,100.00
Nicole Carreau - Associate	7.05	295.00	\$2,079.75
Sofie Parker - Insolvency Administrator	0.75	185.00	\$138.75
Devron Penney - Administrative Assistant	4.25	165.00	\$701.25
Saoirse Carroll - Administrative Assistant	2.50	125.00	\$312.50
Time Billed	18.75	\$284.39*	\$5,332.25

(*Average)

November 8, 2021

CMLS Financial Ltd.
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")

Account Number: 21-KPG-114-02-E

Please find enclosed our Invoice No. 9290 for professional services rendered for the period October 1, 2021 to October 31, 2021 which we trust you will find in order.

If you have any questions, please contact us.

Yours truly,

THE BOWRA GROUP INC.

In its capacity as Receiver Manager of Queen Mary
Park Place Ltd.

Per: 

Kristin Gray, CPA, CA, CIRP, LIT
/encl.

November 8, 2021

Invoice No: 9290

GST No: 85167 7146

CMLS Financial Ltd.
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2**Attention: Jeff BurtSenior Account Manager****Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")****Account Number: 21-KPG-114-02-E**

PROFESSIONAL SERVICES RENDERED by members of The Bowra Group Inc. for the period October 1, 2021 to October 31, 2021 as Receiver Manager of the Company including inter alia the following:

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
2021-10-01	DP	Post cheques in Ascend;	165.00	0.10	16.50
2021-10-01	NC	Bank deposit; Attendance at the Property to collect October rent;	295.00	1.00	295.00
2021-10-01	KG	Review October rent collection; Attendance at the Court application to approve the sale;	500.00	0.75	375.00
2021-10-06	DP	Prepare and edit miscellaneous correspondence; File GST for the period of September 1, 2021 to September 30, 2021. Prepare request for payment to CRA for amount owing;	165.00	0.75	123.75
2021-10-06	SP	Process incoming Interac E-transfers for commercial rent; Review receipts and disbursement	185.00	0.50	92.50

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		entries; GL and bank account reconciliation;			
2021-10-08	DP	Post wire receipts in Ascend. Prepare receipt voucher for the same;	165.00	0.25	41.25
2021-10-12	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-10-12	DP	Prepare and post disbursement in Ascend; Website update;	165.00	0.25	41.25
2021-10-12	KG	Review Order Confirming Sale and Vesting Title; Give instructions regarding a website update; Various correspondence with Sharon Baisley of CBRE regarding transferring property management services and possession effective November 1, 2021;	500.00	0.50	250.00
2021-10-13	KG	Various correspondence with Sharon Baisley of CBRE to coordinate a site tour;	500.00	0.10	50.00
2021-10-13	SP	Review receipts and disbursements; GL and account reconciliation;	185.00	0.25	46.25
2021-10-14	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	1.25	156.25
2021-10-14	DP	Post disbursements in Ascend. Email correspondence regarding the same; Prepare correspondence to tenants advising of the sale of the Property. Review of email correspondence for details regarding the same;	165.00	0.50	82.50
2021-10-14	NC	Submit vendor invoices for approval; Update regular service providers listing and provide to Kristin Gray;	295.00	0.50	147.50

DATE	STAFF	DESCRIPTION	RATE	TIME	FEE
2021-10-14	KG	Review and approve invoices for payment; Update rent roll for October rent; Update utility and regular service provider list; Detailed email correspondence to Sharon Baisley of CBRE regarding insurance, current rent roll, deposits, tenant leases, transfer of utilities and collection of November rent; Give instructions to Devron Penney to prepare correspondence to tenants regarding the sale and collection of November rent; Email correspondence to Andrew Maciag of BLG regarding the sale of the property, payment of the GST claim and remaining funds in the estate;	500.00	2.25	1,125.00
2021-10-18	NC	Hand deliver notice to tenants regarding Court approved sale of the Property. Answer questions regarding the same;	295.00	0.60	177.00
2021-10-18	KG	Edits and changes to correspondence to tenants regarding the building sale. Correspondence to Sharon Baisley of CBRE regarding the same; Correspondence with Nicole Carreau regarding delivery of the tenant letter and collection of November rent;	500.00	0.40	200.00
2021-10-19	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-10-19	NC	Phone call with Lula of Zuhur Restaurant regarding lack of heat at the Property. Various discussions with Lula throughout the day regarding the same; Coordinate service call with VETS to repair boiler complications; Correspondence with George Vashishta of T4 Tax Inc. regarding heating issues at the Property;	295.00	0.75	221.25

DATE	STAFF	DESCRIPTION	RATE	TIME	FEE
2021-10-19	DP	Post disbursements in Ascend; Review and edits to miscellaneous correspondence;	165.00	0.35	57.75
2021-10-20	NC	Correspondence with Manish of Fairdeal Service Inc. ("Fairdeal") regarding misplaced cheque, payments during the Receivership period, and pre-Receivership balances; Correspondence with Sofie Parker regarding misplaced cheque and reissuing the same; Correspondence with Erin Gorsedin of CBRE regarding second floor tenant leases; Email correspondence to all tenants regarding Court approved sale of the Property;	295.00	0.50	147.50
2021-10-21	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-10-21	KG	Various correspondence with Sharon Baisley of CBRE regarding the 2021 property taxes and arrears owing;	500.00	0.25	125.00
2021-10-21	DP	Enter disbursement in Ascend;	165.00	0.10	16.50
2021-10-22	NC	Provide site identification numbers to Ashley Jennifer of CBRE; Correspondence with Manish of Fairdeal in regards to pre-receivership balance;	295.00	0.30	88.50
2021-10-22	SP	Estate administration related to banking matters;	185.00	0.50	92.50
2021-10-25	NC	Provide utility invoices to Jennifer Ashley of CBRE for transfer of utilities; Correspondence with Manish of Fairdeal in regards to lost cheque, providing invoices for payment and unsecured claim for pre-receivership balance; Correspondence with Erin Gorsedin of CBRE in regards to tenant contact	295.00	0.40	118.00

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		information and prior tenants of the Property;			
2021-10-26	DP	Email correspondence to EPCOR, Direct Energy Regulated Services and Super Save Disposal to cancel utility accounts effective October 31, 2021; Follow up phone call with EPCOR to cancel utility services effective October 31, 2021;	165.00	0.75	123.75
2021-10-27	KG	Email correspondence with Andrew Maciag of BLG, counsel to CMLS, to confirm the sale is still anticipated to close November 1, 2021;	500.00	0.15	75.00
2021-10-29	DP	Follow up email to Super Save Group regarding status of utility cancellation; Phone call with Direct Energy regarding canceling Receiver's account. Updates to utility summary regarding the same;	165.00	0.35	57.75
2021-10-29	KG	Correspondence to Sharon Baisley at CBRE regarding closing, insurance coverage and utilities; Review summary of utility accounts; Receive correspondence regarding cancellation of the Receiver's insurance policy;	500.00	0.25	125.00
2021-10-29	NC	Correspondence with Tony Thompson and Antonia Cheung of Hub Insurance to cancel insurance policy effective November 1, 2021;	295.00	0.20	59.00
TOTAL				16.30	\$4,714.75

INVOICE SUMMARY

PROFESSIONAL FEES		\$4,714.75
OFFICE COSTS		\$244.50
GST on Professional Fees	\$235.74	
GST on Disbursements	\$12.23	
		\$247.97
TOTAL THIS INVOICE		\$5,207.22

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Company for the period October 1, 2021 to October 31, 2021 was as follows:

Summary of Hours

STAFF	TIME	RATE	FEE
Kristin Gray - Senior Vice President	4.65	500.00	\$2,325.00
Nicole Carreau - Associate	4.25	295.00	\$1,253.75
Sofie Parker - Insolvency Administrator	1.25	185.00	\$231.25
Devron Penney - Administrative Assistant	3.40	165.00	\$561.00
Saoirse Carroll - Administrative Assistant	2.75	125.00	\$343.75
Time Billed	16.30	\$289.25*	\$4,714.75

(*Average)

December 10, 2021

CMLS Financial Ltd.
2110 - 1066 West Hastings Street
Vancouver, BC V6E 3X2

Attention: Jeff Burt, Senior Account Manager

Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")

Account Number: 21-KPG-114-02-E

Please find enclosed our Invoice No. 9311 for professional services rendered for the period November 1, 2021 to November 30, 2021 which we trust you will find in order.

If you have any questions, please contact us.

Yours truly,

THE BOWRA GROUP INC.

In its capacity as Receiver Manager of Queen Mary
Park Place Ltd.

Per: 

Kristin Gray
/encl.

December 10, 2021

Invoice No: 9311

GST No: 85167 7146

 CMLS Financial Ltd.
 2110 - 1066 West Hastings Street
 Vancouver, BC V6E 3X2

Attention: Jeff Burt Senior Account Manager
Re: In the Matter of the Receivership of Queen Mary Park Place Ltd. (the "Company")
Account Number: 21-KPG-114-02-E

PROFESSIONAL SERVICES RENDERED by members of The Bowra Group Inc. for the period November 1, 2021 to November 30, 2021 as Receiver Manager of the Company including inter alia the following:

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
2021-11-01	NC	Discussion with Manish of Fairdeal regarding misplaced cheque. Follow up with Sofie Parker regarding the same; Correspondence with Erin Gorsedin of CBRE regarding the handover of the Property keys;	295.00	0.40	118.00
2021-11-01	KG	Various correspondence to confirm closing and key transfer; Correspondence with Andrew Maciag of Borden Ladner Gervais ("BLG") regarding payment of property taxes and GST;	500.00	0.25	125.00
2021-11-02	NC	Attendance at the Property; Correspondence with Jennifer Ashley of CBRE regarding scheduling a property tour; Meeting with Jai Persaud of CBRE to exchange property keys and conduct a walk through of the building; Correspondence with Antonia Cheung of	295.00	1.25	368.75

<u>DATE</u>	<u>STAFF</u>	<u>DESCRIPTION</u>	<u>RATE</u>	<u>TIME</u>	<u>FEE</u>
		HUB regarding cancellation of insurance policy; Correspondence with Manish of Fairdeal regarding misplaced cheque; Provide property map to Jennifer Ashley of CBRE;			
2021-11-03	DP	Prepare miscellaneous correspondence;	165.00	0.25	41.25
2021-11-03	NC	Review and submit vendor invoices for approval;	295.00	0.25	73.75
2021-11-04	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	1.00	125.00
2021-11-04	DP	Post disbursements in Ascend;	165.00	0.15	24.75
2021-11-04	NC	Confirm insurance refund with Antonia Cheung of HUB. Update Devron Penney of the same;	295.00	0.20	59.00
2021-11-08	DP	Finalize miscellaneous correspondence;	165.00	0.35	57.75
2021-11-09	DP	Prepare GST spreadsheet for October filing. Send the same to Nicole Carreau for review and approval;	165.00	0.25	41.25
2021-11-10	KG	Edit and finalize various correspondence;	500.00	0.10	50.00
2021-11-16	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.50	62.50
2021-11-16	DP	Post disbursements in Ascend;	165.00	0.10	16.50
2021-11-18	SC	Bank account reconciliation;	125.00	0.25	31.25
2021-11-23	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.40	50.00
2021-11-25	SC	Prepare cheques and disbursement voucher; Arrange courier/mail;	125.00	0.25	31.25

Queen Mary Park Place Ltd. - Receivership
 Invoice 9311

DATE	STAFF	DESCRIPTION	RATE	TIME	FEE
2021-11-25	NC	Review and summarize outstanding utility invoices; Correspondence with Super Save Disposal in regards to receiving the final invoice; Submit cheque request for approval;	295.00	0.40	118.00
2021-11-25	KG	Review and approve invoices for payment;	500.00	0.10	50.00
2021-11-26	DP	Review of invoices and email correspondence from Super Save Disposal with Nicole Carreau. Review of previous correspondence to determine account closure date and draft email response to Super Save Disposal regarding the service end date of October 31, 2021 and reversing charges after that date; Post disbursements in Ascend; Confirm with Nicole Carreau that the refund from HUB Insurance has not been received;	165.00	0.35	57.75
2021-11-29	NC	Discussion with Antonia Cheung of HUB in regards to insurance refund. Advise Devron Penney of the same;	295.00	0.25	73.75
2021-11-29	KG	Review and approve invoices for payment; Correspondence with Nicole Carreau regarding timing of closing and the insurance refund;	500.00	0.20	100.00
2021-11-30	DP	Edits to miscellaneous correspondence;	165.00	0.25	41.25
2021-11-30	NC	Correspondence with Christine Marshall of Super Save Disposal in regards to invoices received and cancellation of services; Submit vendor cheque requests;	295.00	0.20	59.00
TOTAL				7.70	\$1,775.75

INVOICE SUMMARY

PROFESSIONAL FEES		\$1,775.75
DISBURSEMENTS		\$115.50
ASCEND LICENSE FEE		\$275.00
GST on Professional Fees	\$88.79	
GST on Disbursements	\$19.53	
		\$108.31
TOTAL THIS INVOICE		\$2,274.56

The time incurred by members of the staff of The Bowra Group Inc. on this assignment regarding the Company for the period November 1, 2021 to November 30, 2021 was as follows:

Summary of Hours

STAFF	TIME	RATE	FEE
Kristin Gray - Senior Vice President	0.65	500.00	\$325.00
Nicole Carreau - Associate	2.95	295.00	\$870.25
Devron Penney - Administrative Assistant	1.70	165.00	\$280.50
Saoirse Carroll - Administrative Assistant	2.40	125.00	\$300.00
Time Billed	7.70	\$230.62*	\$1,775.75

(*Average)