COURT FILE NUMBER 2001-03935

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF VANCITY COMMUNITY INVESTMENT

BANK

DEFENDANTS FIRST STREET PLAZA (2006) LIMITED

PARTNERSHIP by its general partner FIRST STREET PLAZA GP LTD.; LOUISE BLOCK LIMITED PARTNERSHIP by its general partner LOUISE BLOCK CAPITAL CORP.;

106240

MACLEOD PLACE LIMITED
PARTNERSHIP by its general partner
MACLEOD PLACE LTD.; RIAZ
MAMDANI; and IEC LTD.

DOCUMENT RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT

Counsel

McMillan LLP

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Vancouver, BC V6E 4N7

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LEGAL_35182832.1 RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated March 20, 2020, MNP Ltd. was appointed as the receiver and manager (the "Receiver") over the following lands and premises, and all property used in the business or affairs carried on by Louise Block Limited Partnership by its general partner Louise Block Capital Corp. (together, the "Louise Block Debtors") at those land and premises, namely:

Title #: 051392048 Legal Description:

Plan "A"

Block 72

Lots 37 to 40 inclusive

Civic Address: 1018 Macleod Trail SE, Calgary, Alberta

<u>Titleholder:</u> Louise Block Capital Corp.

B. Pursuant to an Order of the Court dated November 13, 2020 the Court approved the agreement of purchase and sale (the "Sale Agreement") between the Receiver and 1256332 Alberta Inc. (the "Purchaser") dated November 6, 2020, and provided for the vesting in the Purchaser (or its nominee) of the Louise Block Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser (or its nominee) of a certificate confirming (i) the payment by the Purchaser (or its nominee) of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

- 1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement.
- 2. The conditions to Closing as set out in Article 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee).
- 3. The Transaction has been completed to the satisfaction of the Receiver.

LEGAL_35182832.1 RECEIVER'S CERTIFICATE

4. This Certificate was delivered by the Receiver at 12:00 p.m. on December 14, 2020.

LEGAL_35182832.1 RECEIVER'S CERTIFICATE

MNP Ltd., in its capacity as Receiver of the undertakings, property and assets of the Louise Block Debtors, and not in its personal capacity.

Per:

Name: Patty Wood

Title: Senior Vice President

I have authority to bind the corporation