



COURT FILE NUMBER

1901 - 18029

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF AN APPLICATION UNDER SECTION 47(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3 AND IN THE MATTER OF AN APPLICATION UNDER SECTION 13(2) OF THE JUDICATURE ACT, RSA 2000, c J-2

APPLICANTS

SUN LIFE ASSURANCE COMPANY OF CANADA, AND THOSE OTHER APPLICANTS SET OUT IN SCHEDULE "A.1" OF THE INTERIM RECEIVERSHIP ORDER DATED DECEMBER 20, 2019

RESPONDENTS

SUNDANCE PLACE II LTD., SUNDANCE PLACE II 1000 LIMITED PARTNERSHIP BY ITS GENERAL PARTNER SUNDANCE PLACE II LTD., AND THOSE OTHER RESPONDENTS SET OUT IN SCHEDULE "A.2" OF THE INTERIM RECEIVERSHIP ORDER DATED DECEMBER 20, 2019

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

ORDER

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

Dentons Canada LLP dated this 27 day of March 20 20
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attn: David Mann / Sam Gabor
Ph. (403) 268-7097 / 3048 Fx. (403) 268-3100
File No.: 529227-18

[Signature]
for Clerk of the Court

Date on which this order was pronounced:

March 27, 2020

Location where order was pronounced:

Calgary, Alberta

Name of judge who made this order:

The Honourable Justice K.M. Horner

UPON THE APPLICATION by Alvarez and Marsal Canada Inc., LIT, in its capacity as Court-appointed receiver and manager (the "**Receiver**") under the Interim Receivership Order dated December 20, 2019 ("**Interim Receivership Order**"), and receiver and manager under the Receivership Order (Expanded Powers) dated January 30, 2020 ("**Expanded Receivership Order**") and the Amended and Restated Receivership Order (Expanded Powers) dated February 19, 2020 (as amended on March 3, 2020, the "**Amended and Restated Receivership Order**");

AND UPON reading the Third Report of the Receiver dated February 18, 2020, filed ("**Third Report**"), the Fourth Report of the Receiver dated March 24, 2020, (confidential and redacted), redacted filed (the "**Fourth Report**") the First Supplement to the Fourth Report of the Receiver dated March 26, 2020 ("**First Supplement**") and the prior reports submitted by the Receiver in these proceedings, the Interim Receivership Order, the Expanded Receivership Order, the Amended and Restated Receivership Order, and such additional pleadings and proceedings had and taken in this action;

AND UPON having read the Affidavit of Service of Michelle Schop sworn March 26, 2020, filed;

AND UPON hearing the submissions of counsel to the Receiver, counsel for those Applicants under the Interim Receivership Order and Amended and Restated Receivership Order, counsel for the Debtors and counsel or other persons who made submissions at the hearing of this Application either in person or by teleconference;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
2. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the sales and investment solicitation process attached hereto as **Appendix "A" ("SISP")**.
3. The SISP is hereby approved, and the Receiver is hereby authorized and directed to implement the SISP and do all things as are reasonably necessary to conduct and give full effect to the SISP and carry out its obligations thereunder, including seeking approval of this Court as soon as reasonably practicable following the selection of a Successful Bid or Successful Bids under the SISP.
4. Neither the Receiver nor the Broker-Advisor shall have any liability whatsoever to any person or party for any act or omission related to the SISP, except to the extent such act or omission is the result of gross negligence or wilful misconduct of the Receiver or the Broker-Advisor.
5. The Amended and Restated Receivership Order is hereby amended as follows:
 - (a) Schedules "B.1" (The Applicants) and "B.2" (The Non-Atlantic Debtors) to the Amended and Restated Receivership Order are hereby amended by adding the following to those schedules:

SCHEDULE "B.1" – THE ADDITIONAL APPLICANTS	SCHEDULE "B.2" – THE ADDITIONAL NON-ATLANTIC DEBTORS
Business Development Bank of Canada	411 Capital Corp., 411 Ltd. and 411 Limited Partnership by its general partner 411 Ltd.

- (b) Part I of Schedule "C" to the Amended and Restated Receivership Order is hereby amended by adding the following to that schedule:

No.	Entity (Building Name)	General Partner/Holdco	Legal Land Description
35B	411 Property	411 Capital Corp.	PLAN A BLOCK 66 ALL THAT PORTION OF LOT 1 WHICH LIES TO THE EAST OF THE WESTERLY 5 FEET, AND ALL OF LOTS 2 AND 3.

6. For greater certainty, and without restricting the generality of the foregoing, the provisions of the Amended and Restated Receivership Order, and in particular paragraph 4 thereof, shall extend and apply to the additional Non-Atlantic Debtor listed above at paragraph 5(a) of this Order ("**Additional Non-Atlantic Debtor**") and the property listed above at paragraph 5(b) of this Order ("**Additional Non-Atlantic Property**") and all current and future assets and undertakings of the Additional Non-Atlantic Debtor in the same fashion and to the same extent as the provisions of the Amended and Restated Receivership Order apply to all of the Non-Atlantic Lands and the Non-Atlantic Debtors (as those terms are defined in the Amended and Restated Receivership Order).
7. Debtors (as defined in the Interim Receivership Order) remaining under the administration of the Interim Receivership Order following the date of this Order may be added to the Amended and Restated Receivership Order on the consent of the applicable mortgage lender and the Receiver within 45 days of this Order without further notice to the Service List.
8. The Receiver shall be discharged as receiver and manager of the Property remaining under the administration of the Interim Receivership Order on the date that is 45 days following the date of this Order ("**Termination Date**") provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete its administration under the Interim Receivership Order; (b) the Receiver shall continue to have the benefit of the provisions of the Interim Receivership Order and any other Orders made in the interim receivership proceeding, including the Receiver's Charge, the Receiver's Borrowing Charge, the ability and right to request that its further fees and disbursements be approved and allocated amongst remaining Property (as defined within the Interim Receivership Order), all approvals, protections and stays of proceedings in favour of the Receiver in its capacity as Receiver under the Interim Receivership Order, including in connection

with any action taken by the Receiver following the Termination Date; and (c) paragraph 39 of the Interim Receivership Order shall remain in force following the Termination Date.

9. Subsequent to the Termination Date, the Receiver shall not be liable for any act or omission on its part, including, without limitation, any act or omission pertaining to the discharge of its duties under the Interim Receivership Order, save and except for any liability arising out of any gross negligence of willful misconduct on its part, or with leave of the Court. Subject to the foregoing, any claims against the Receiver pursuant to its duties under the Interim Receivership Order in connection with its duties under the Interim Receivership Order are hereby stayed, extinguished and forever barred.
10. No action or proceedings shall be commenced against the Receiver in any way or arising from or related to its capacity or conduct as receiver and manager under the Interim Receivership Order, except for leave of this Court and on notice to the Receiver, and upon such terms as this Court may direct.
11. Nothing in this Order shall derogate from the protections ordered with respect to the Receiver in the Interim Receivership Order.
12. The Receiver's activities as set out in the Third Report, Fourth Report and First Supplement are hereby ratified and approved.
13. The Receiver's Statement of Receipts and Disbursements contained in the Fourth Report are hereby approved.
14. The Receiver's allocation of its fees and disbursements amongst the various assets comprising the Property (as defined in the Interim Receivership Order and the Amended and Restated Receivership Order, as applicable) for the months of December, 2019, January, 2020 and February, 2020 as outlined in the Fourth Report and First Supplement is hereby approved.
15. Service of this Order shall be deemed good and sufficient in the manner set out at paragraphs 42 and 43 of the Amended and Restated Receivership Order.
16. No other persons are entitled to be served with a copy of this Order



Justice of the Court of Queen's Bench of
Alberta

Appendix "A"

SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

1. Pursuant to the Interim Receivership Order of the Court of Queen's Bench of Alberta (the "**Court**") made on December 20, 2019 (the "**Interim Order**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed as interim receiver (the "**Interim Receiver**") over Property (as defined in the Interim Order). On January 30, 2020, February 18, 2020 and March 3, 2020, the Court granted subsequent expanded orders (together, the "**Amended and Restated Receivership Order**") appointing A&M as full receiver and manager (the "**Receiver**") over certain of the Property.
2. The Receiver intends to seek Court approval of a sale and investment solicitation process ("**SISP**") involving a number of properties (the "**Subject Properties**") that are not included in a potential future transaction involving subsidiaries of the TELUS Pensions Master Trust (or nominee(s) thereof) ("**TPMT**") (refer to paragraph 3 below).
3. Contemporaneous with and/or in or around the launch of the SISP, the Receiver is negotiating and seeking the Court's approval of a transaction with TMPT involving 30 properties where TMPT, through certain subsidiaries, holds a co-ownership interest. For clarity, the properties subject to the TPMT transaction will not be included in the SISP and are not included in the Subject Properties.
4. The Receiver has engaged CBRE Ltd. ("**Broker-Advisor**") to assist in the development of the SISP and a marketing strategy with respect to the Subject Properties. It is the Receiver's intention, subject to Court approval, that the Broker-Advisor will run brokerage and marketing services in respect of the Subject Properties under the SISP, with oversight of the Receiver.
5. This SISP document sets out the procedures in respect of:
 - a. The manner and timelines by which an interested party (each a "**Prospective Bidder**") may gain access to due diligence materials concerning the Subject Properties and be provided access to inspect and tour the Subject Properties;
 - b. The manner and timelines by which a Prospective Bidder may submit bids and proposals for a range of transaction alternatives involving the Subject Properties whether individually or on a portfolio/sub-portfolio basis;
 - c. The manner and timelines by which mortgage lenders who hold registered mortgage security in respect of specific Subject Properties ("**Lenders**") may elect to withdraw from the SISP and/or adopt an alternative realization strategy including:
 - (i) a separate listing agreement with the Broker-Advisor (or a third-party agent/broker) engaged and supervised by the Receiver;
 - (ii) a separate receivership and/or enforcement proceeding remote from the Receivership Proceeding; or
 - (iii) continuity of the current property management of the Subject Property subject to the Lender's mortgage security with no listing of the Subject Property;

- d. How Qualified Bids (defined below) will be considered and negotiated by the Broker-Advisor and the Receiver, in consultation with the affected Lender and the timelines relating thereto;
 - e. How Binding Bids may be selected as Successful Bids (each defined below) in consultation with the affected Lender and the timelines relating thereto; and
 - f. The timing of the Court's approval of such Successful Bids and closing of same.
6. The SISP shall be conducted by the Broker-Advisor on behalf of and subject to the management and oversight of the Receiver, in consultation with the affected Lenders and owners of the Property ("**Owners**"), as applicable.
7. The sale of the Subject Properties will be on an "*as is, where is*" basis and without surviving representations, conditions or warranties of any kind, nature, or description by the Broker-Advisor, the Receiver, the Debtors (as defined in the IRO) or any of their respective agents, advisors or estates, except to the extent set forth in a definitive transaction agreement executed by the Receiver in accordance with the SISP. The Receiver reserves the right to change or alter any of the provisions, dates and timelines contained herein.

Solicitation of Interest

8. Subject to receiving Court approval, the SISP will commence March 28, 2020 at which time, the Broker-Advisor and the Receiver, will make available to Prospective Bidders:
- a. brochures, teasers and other preliminary marketing materials in respect of the Subject Properties that are being offered for sale and the relevant contact details of the Broker-Advisor;
 - b. a form of non-disclosure agreement ("**NDA**") to be executed by Prospective Bidders;
 - c. a confidential information memorandum and access to an electronic data room of due diligence information to those Prospective Bidders that have executed an NDA; and
 - d. a form of expression of interest to be used by Prospective Bidders in submitting non-binding expressions of interest ("**EOI**").

Phase I – Qualified Bidders

9. A Prospective Bidder will be deemed a "**Qualified Bidder**", if in the opinion of the Receiver and in consultation with affected Lenders, such Prospective Bidder submits an EOI for any, some or all of the Subject Properties on or before 5:00pm Mountain time on [insert date] (45 day period) (the "**Phase I Deadline**"). In order to be considered a Qualified Bidder, any EOI submitted shall meet the following criteria:
- a. The EOI shall be received by the Broker-Advisor on or before the Phase I Bid Deadline;
 - b. Where an EOI is in respect of the entire portfolio or sub-portfolio(s), the EOI shall set out the allocation of value to each of the individual Subject Properties;

- c. The EOI shall identify and provide contact information of the Prospective Bidder and the identities of each person or entity that will be sponsoring or participating in the contemplated transaction including direct and indirect owners;
 - d. Each EOI shall include written evidence of a firm, irrevocable financial commitment for all required funding or financing in connection with the Prospective Bidder's EOI and as appropriate, each Prospective Bidder will be required to provide a summary of the structure and financing of any transaction including, but not limited to, the sources of financing;
 - e. Each EOI shall confirm the extent of any further due diligence desired to be conducted by the Qualified Bidder prior to the Phase II Bid Deadline (defined below); and
 - f. Each EOI shall be irrevocable for a period of at least [20] business days after the Phase I Bid Deadline; and
 - g. A pre-emptive stalking horse bid and/or credits bids will be considered by the Receiver and the Broker-Advisor subject to consultation with the applicable Lenders.
10. Where no EOI has been received that fully repays the mortgage debt owing, being all indebtedness, without limitation, including all principal, interest, fees (if applicable), yield maintenance, charges, costs, including legal costs (if applicable) and other allowable charges (if applicable) owing under a Mortgagee's mortgage and security documentation, on a particular property of the affected Lender, the affected Lender may advise the Receiver not to select any EOI as a Qualified Bid and the affected Lender may elect to withdraw from the SISP and/or adopt an alternative realization strategy as set out in 5(c) above.
11. The Receiver shall have no obligation to select any EOI as a Qualified Bid and reserves the right and unfettered discretion to reject any bid or proposal (including any Qualified Bid), but shall not do so without the approval of the applicable Lender.
12. EOI's that meet each of the above criteria will be recognized as a "**Qualified Bid**". The Receiver, in consultation with the Broker-Advisor and applicable Lenders, and acting reasonably, may waive compliance with any one or more of the above requirements and deem a non-compliant EOI to be a Qualified Bid.

Phase II – Successful Bidders

13. Following the Phase I Bid Deadline, certain Qualified Bidders may be advanced into Phase II of the SISP. During Phase II, Qualified Bidders will have an opportunity to conduct further diligence and to prepare irrevocable binding bids (each a "**Binding Bid**"). To be considered a Binding Bid, each must meet the following criteria:
- a. it must be received by the Receiver no later than by 5:00 p.m. Mountain time on [insert date (31 day period)] (the "**Phase II Bid Deadline**");
 - b. it includes a fully binding and definitive agreement (in a form and substance provided by the Receiver or in a black line to the Receiver's form) and such ancillary agreements as may be required with all exhibits and schedules thereto (a "**Definitive APA**");
 - c. it is irrevocable for a minimum of thirty-five (35) days following the Phase II Bid Deadline;

- d. it is not conditional on (i) the outcome of unperformed due diligence and/or, (ii) obtaining any credit, capital or other form of financing;
 - e. it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Receiver), payable to the Receiver in trust, in an amount equal to ten percent (10%) of the total consideration to be paid, including the cash consideration, the amount to be financed and/or the amount of debt to be assumed and to be paid pursuant to the Qualified Bid, to be held and dealt with in accordance with these SISP procedures;
 - f. it includes written evidence of a firm and irrevocable commitment for all required funding and/or financing from a creditworthy party to consummate the proposed transaction;
 - g. it fully discloses the identity of each person that is bidding or that will otherwise be sponsoring or participating in the Binding Bid, including the identification of the Binding Bidder's direct and indirect owners and their principals and the full and complete terms of any such participation;
 - h. it includes evidence, in form and substance reasonably satisfactory to the Receiver, of compliance or anticipated compliance with any and all applicable regulatory approvals, the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals; and
 - i. such other information reasonably requested by the Receiver, in consultation with the Company.
14. The Receiver, in consultation with the Broker-Advisor and applicable Lenders, and acting reasonably, may waive compliance with any one or more of the above requirements and deem a non-compliant Definitive APA, as the case may be, a Binding Bid.
15. Following the Phase II Bid Deadline, the Receiver, in consultation with the Broker and the applicable Lender and Owner, shall decide whether to: (a) continue negotiations with a selected number of bidders that have submitted Binding Bids, with a view to selecting one or more non-overlapping Bindings Bids (collectively, the "**Successful Bid(s)**"); and (b) take such steps as are necessary to finalize and consummate the Successful Bid(s). Such assessment will be made as promptly as practicable but no later than five (15) Business Days after the Phase II Bid Deadline.
16. Following selection of a Successful Bid, the Receiver and the Broker-Advisor, in consultation with the applicable Lender and Owner shall seek to settle any necessary definitive agreement(s) with respect to the Successful Bid in form and substance acceptable to the Receiver and the applicable Lenders. Once all necessary definitive agreements with respect to a Successful Bid have been finalized, the Receiver will apply to the Court as soon as reasonably practicable for an order in form and substance acceptable to the Receiver, the holder of the Successful Bid and the applicable Lenders (an "**Approval and Vesting Order**") approving such Successful Bid and authorizing the Receiver to:
- a. enter into any and all necessary agreements with respect to the Successful Bid;
 - b. undertake such other actions as may be necessary to give effect to such Successful Bid; and
 - c. implement the transaction(s) contemplated in such Successful Bid.

17. Where a Successful Bid has not been selected and no Binding Bid was received that fully repays the mortgage debt owing on a particular property the affected Lender may advise the Receiver not to select any Binding Bid in respect of the property which is subject to its mortgage security as a Successful Bid and may elect to withdraw from the SISP and/or adopt an alternative realization strategy as set out in 5(c) above.
18. The Receiver shall have no obligation to continue negotiations with a selected number of bidders that have submitted Binding Bids, to select any bids as a Successful Bid and conclude a sale arising out of this SISP and reserves the right and unfettered discretion to reject any bid or proposal (including any Qualified Bid), but shall not do so without the approval of the applicable Lender.

Deposits

19. All Deposits shall be retained by the Receiver and deposited in a trust account to be held at a Canadian chartered bank. If one or more Successful Bids are selected and an Approval and Vesting Order is granted in connection therewith, the Deposit paid in connection with such Successful Bid(s) (plus applicable interest) will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid(s), be applied to the purchase price to be paid in connection with such Successful Bid(s) or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid(s).
20. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid, will be returned to the applicable bidder within ten (10) business days of the date of expiration of such Qualified Bid or an earlier date as may be determined by the Receiver.

Consents and Information

21. Any amendments to this SISP, including the relevant dates and deadlines set forth herein, may only be made with the written consent of the Receiver and the applicable Lender, or by further order of the Court.
22. Notwithstanding anything else contained herein, the Receiver, in its reasonable business judgment and in consultation with the Broker-Advisor and the Lenders, may, from time to time, withdraw any Property from this SISP in accordance with the Receiver's rights under the Receivership Order.

Lender and Owner Participation

23. If any Lender or Owner intends to participate as a bidder in this SISP, such party must provide written notice of such intention (the "**Participation Notice**") to the Receiver and the Broker-Advisor, on or before [insert date] (the "**Participation Notice Deadline**").
24. Any Lender or Owner who delivers a Participation Notice shall not be entitled to any Bid Information or Confidential Information (each as defined below) other than with respect to any applicable Properties to which it is the Lender or Owner. The failure of such parties to deliver a Participation Notice by the Participation Deadline shall render such parties unable to participate as a bidder in this SISP.
25. A Lender may bid any or all the value of its mortgage debt, plus any additional top up amount, if necessary.

26. A Lender and/or Owner or any third party may advance a pre-emptive stalking horse bid ("**Stalking Horse Bid**") for any or all of the Subject Property prior to the conclusion of the Phase I Deadline. Prior to entering into any agreement involving a Stalking Horse Bid, the Receiver and the Broker-Advisor will consult with and seek the consent as applicable of the applicable Lenders.
27. Subject to the confidentiality terms hereof, the Receiver shall provide regular updates to each of the Lenders and Owners, and respective advisors (including legal counsels), with respect to matters related to the SISP. Any information that is provided by the Receiver or the Broker-Advisor to any of the Lenders, Owners or their advisors in respect of the SISP, including regarding any participants therein, any bids received or terms thereof or otherwise ("**Confidential Information**"), will be provided on a strictly confidential basis only and such parties shall not be permitted to share such Confidential Information with anyone without the consent of the Receiver.
28. Subject to the terms hereof, the applicable Lenders may participate in the negotiations under the SISP and shall give instructions to the Receiver and the Broker-Advisor in respect of or relating to this SISP as it pertains to Properties to which they have a bona fide interest in. Lenders and/or Owners may submit a bid or proposal. Lenders and/or Owners who do submit a bid or proposal for a Subject Property will not be provided with Confidential Information or Bid Information relating to such Subject Property, including information about Qualified Bids, and may be subject to further restrictions as may be determined from time to time by the Receiver.

Communications

29. Under no circumstances should an interested party communicate with management of the Debtor without one of the Receiver or the Broker-Advisor present; provided that the foregoing restriction shall not apply to communications between Owners of a Subject Property.
30. All communications relating to a potential bid must be addressed as follows:
 - a. To the Broker-Advisor at: [**contact information**]; and
 - b. To the Receiver at" [**contact information**].