

Clerk's stamp:

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 <i>BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3</i> AND IN THE MATTER OF AN APPLICATION UNDER SECTION 13(2) OF THE <i>JUDICATURE ACT, RSA 2000, c J-2</i>
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	<u>AMENDED APPLICATION BY THE COURT- APPOINTED RECEIVER AND MANAGER – CLAIMS PROCEDURE ORDER AND OTHER RELIEF</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / Sam Gabor Ph. (403) 268-7097 / 3048 Fx. (403) 268-3100 File No.: 529227-21

NOTICE TO RESPONDENTS: Service List

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date	September 16, 2020
Time	10:30 a.m. (M.T.)
Where	Calgary Courts Centre (Via WebEx Video Conference)
Before Whom	The Honourable Justice Dario

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Unless otherwise defined or restated herein, all capitalized terms shall have the meaning ascribed to such terms in the Seventh Report of the Receiver Alvarez and Marsal Canada Inc. (the "**Receiver**") dated September, 2020 ("**Seventh Report**").
2. An Order declaring that service of notice of this application and the supporting materials is validated, and an order abridging the time necessary for service of notice of this application, if necessary.
3. An Order, substantially in the form attached herein as **Schedule "A"**, approving a claims procedure ("**Claims Procedure Order**").
4. An Order, substantially in the form attached herein as **Schedule "B"** for the following relief:
 - (a) approving the Receiver's and its counsel's fees as set out in the Seventh Report;
 - (b) approving the Receiver's allocation of its fees and disbursements amongst the various assets comprising the Property (as defined in the Amended and Restated Receivership Order, as applicable) for the period of March 1, 2020 to August 21, 2020, as outlined in the Seventh Report;
 - (c) ratifying and approving the reported actions of the Receiver in its capacity as court-appointed receiver and manager as described in the Sixth Report of the Receiver dated August 25, 2020 ("**Sixth Report**") and the Seventh Report, and the First Supplement to the Seventh Report of the Receiver dated September 15, 2020 ("**First Supplement**"), including the Receiver's Statement of Receipts and Disbursements contained in the Seventh Report;
 - (d) granting such further and other relief, advice, and directions as counsel may advise and this Honourable Court deem just and appropriate;
 - (e) an Order discharging the Interim Receivership Order, as defined herein, from the titles to five interim receivership properties where Canada ICI Capital Corporation ("**Canada ICI**") acts as mortgagee.

Grounds for making this application:

Claims Procedure

5. Pursuant to a Court Order of the Alberta Court of Queen's Bench ("**Court**") dated December 20, 2019 ("**Interim Receivership Order**") the Receiver was appointed as Receiver and Manager in respect of Property (as defined at paragraph 2 of the Interim Receivership Order and which included 55 commercial, retail and residential properties).
6. Co-owned properties ("**Co-Owned Properties**"), which first fell within the meaning of "Property" (as defined in the Interim Receivership Order), were previously co-owned by certain of the Strategic Entities ("**Strategic Co-Owners**") and subsidiaries of the TELUS Pensions Master Trust ("**TPMT Co-Owners**", along with the Strategic Co-Owners, collectively the "**Co-Owners**") pursuant to certain co-ownership agreements as between them.

7. Pursuant to a further Order of the Court dated January 30, 2020 ("**Expanded Receivership Order**") the Receiver's powers were expanded to include the right to market and sell certain Co-Owned Properties included within the meaning of Property (as defined under the Expanded Receivership Order).
8. Pursuant to a further Order of the Court dated February 19, 2020 ("**Amended and Restated Receivership Order**") further Co-Owned Properties and certain "Non-Receivership Property" in Alberta, British Columbia, Nova Scotia and New Brunswick (which are also Co-Owned Properties) ("**Non-Receivership Property**") came under the management and control of the Receiver under the Amended and Restated Receivership Order.
9. On March 3, 2020, a further Order of the Court was made adding an additional Co-Owned Property into the Amended and Restated Receivership Order.
10. On March 27, 2020, the Court approved a global transaction whereby the Co-Owned Properties were sold by the Receiver to certain special purpose subsidiaries of TELUS Pensions Master Trust (**collectively "TPMT"**). As part of the purchase price of the transaction, TPMT provided the Receiver a creditor cash pool of \$4.4MM ("**Creditor Cash Pool**") to fund a claims process and effect a distribution to affected creditors of the Respondents.
11. At this juncture, it is necessary that the nature, quantum, validity and enforceability of claims against the Strategic Co-Owners be determined so as to facilitate an orderly distribution of the Creditor Cash Pool. The Receiver has worked to develop a claims process in this regard (**the "Claims Process"**).
12. The Claims Process is similar to claims processes used in other receivership and CCAA proceedings. The procedure is designed to create a process that will allow for the submission, evaluation and adjudication of claims against the Strategic Co-Owners.
13. The Claims Process will distribute the Creditor Cash Pool only to creditors of Strategic Co-Owners whose properties, if sold on the open market as opposed to being sold in the TPMT Transaction, would have generated additional funds available for creditors after payment of priority payables, including senior secured debt, other priority charges and professional fees ("**Equity Properties**").
14. The Claims Procedure Order sets Pre-Filing Claims Cut-Off Dates for each of the Equity Properties based on the date the Strategic Co-Owners of the Equity Properties entered into the expanded receivership proceedings.
15. The Claims Procedure Order sets a Claims Bar Date of 5:00 p.m. November 5, 2020, Mountain Daylight Time.

16. The Receiver seeks approval of a form of Claims Procedure Order setting out the process for receiving claims, determining their validity and distributing the Creditor Cash Pool to affected creditors of the Strategic Co-Owners.

Activities of the Receiver to Date

17. The Receiver's activities to date since the filing of the Fifth and Sixth Report have included, among other things and as more expressly detailed in the Seventh Report:
- (a) finalizing the TPMT transaction by completing the sale of a Co-Owned Property located in Duncan, British Columbia to TPMT, which sale closed April 28, 2020;
 - (b) determining a claims procedure process;
 - (c) discussing with the respective mortgage lenders of the properties still currently remaining in the receivership proceedings regarding:
 - i. their potential removal of their collateral from the receivership proceedings,
 - ii. commencing separate enforcement proceedings,
 - iii. making other arrangements with the remaining debtor owners, or
 - iv. proceeding to sell the remaining receivership property within the receivership proceedings.
 - (d) transitioning the receivership properties which stand as collateral to Canadian Western Bank away from the care and control of the Receiver and out of the receivership proceedings;
 - (e) continuing to pay expenses for the remaining receivership properties, including insurance, municipal taxes and other operational expenses;
 - (f) continuing its cash management functions;
 - (g) continuing to collect rents from tenants, including working with tenants through various COVID-19 related rentals issues;
 - (h) transitioning litigation files from the Strategic Entities in-house legal counsel to the Receiver's counsel;
 - (i) working with the CRA to open and file outstanding GST returns for each of the Individual Properties.
18. The Receiver seeks approval of the Receiver's allocation of its fees and disbursements amongst the various assets comprising the Property (as defined in the Amended and Restated Receivership Order, as applicable) for the period of March 1, 2020 to August 21, 2020, as outlined in the Seventh Report.
19. The Receiver seeks approval of it and its counsel fees and disbursements, as outlined in the Seventh Report.
20. The Receiver seeks approval of its activities as set out in the Sixth Report and Seventh Report, and the First Supplement to the Seventh Report.

21. The Receiver has agreed with Canada ICI to discharge the Interim Receivership Order from the titles of five properties previously in the interim receivership in which Canada ICI stands as mortgagee. The Registrar of Land Titles requires that the Receiver obtain a court order to discharge the Interim Receivership Order from the titles.

Material or evidence to be relied on:

22. Sixth Report of the Receiver dated August 25, 2020, filed.
23. Seventh Report of the Receiver dated September 8, 2020, filed.
24. Receivership Order (Expanded Powers) dated January 30, 2020.
25. Amended and Restated Receivership Order (Expanded Powers) dated February 19, 2020.
26. 550 Property Receivership Order dated March 3, 2020.
27. The pleadings and proceedings in the within action.
28. Affidavit of Service of Ronica Cameron, to be filed.
29. Such further and other material and evidence as counsel may advise and this Honourable Court may permit.
30. First Supplement to the Seventh Report of the Receiver, dated September 16, 2020, to be filed.

Applicable Rules:

31. *Alberta Rules of Court*, Alta Reg. 124/2010.
32. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

33. *Bankruptcy and Insolvency Act*, RSC 1985 c B-3.
34. *Bankruptcy and Insolvency General Rules*, CRC c 368.
35. *Judicature Act*, RSA 2000 c J-2.
36. *Law of Property Act*, RSA 2000 c L-7.
37. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

38. None.

How the application is proposed to be heard or considered:

39. Via WebEx Video Conference, before the Presiding Commercial List Justice.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

Schedule "A"

Clerk's stamp:

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 <i>BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3</i> AND IN THE MATTER OF AN APPLICATION UNDER SECTION 13(2) OF THE <i>JUDICATURE ACT, RSA 2000, c J-2</i>
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	<u>ORDER (CLAIMS PROCEDURE)</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / Sam Gabor Ph. (403) 268-7097 / 3048 Fx. (403) 268-3100 File No.: 529227-21
Date on which this order was pronounced:	
Location where order was pronounced:	Calgary, Alberta
Name of judge who made this order:	The Honourable Justice Dario

UPON the application of Alvarez & Marsal Canada Inc. in its capacity as Court-appointed receiver and manager (**the "Receiver"**); **AND UPON** having read the Notice of Application of the Receiver (**"Application"**), the Seventh Report of the Receiver dated September 8, 2020 (**the "Seventh Report"**), and the Affidavit of Service of Ronica Cameron, sworn September 10, 2020, all filed, and such other material in the pleadings and proceedings as are deemed necessary; **AND UPON** hearing counsel for the Receiver, counsel for other interested parties and stakeholders present and from any other interested parties and stakeholders present;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Amended and Restated Receivership Order (Expanded Powers) granted by Madam Justice K.M. Horner in this Action, dated February 19, 2020 (the "**Amended and Restated Receivership Order**").

Claims Procedure

3. The claims procedure established hereunder is applicable to all creditors having a "Claim Provable" or "Provable Claim" (as such terms are defined in the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended ("**BIA**"), and restructuring claim arising during the course of the receivership proceedings (**hereinafter a "Claim"**) as against one or more of the Respondents listed at **Schedule "A"** to this Order as of one or more of the Pre-filing Claim Cut-Off Dates listed in Schedule "A" (**the "Respondents"**) with the exception that the claims procedure established hereunder shall not apply in respect of:
 - (a) inter-company claims between the Respondents and claims by (i) their direct and indirect shareholders, including, but not limited to Riaz Mamdani; (ii) all of their respective affiliates, including those respondents under the Interim Receivership Order dated December 20, 2019 in Court of Queen Bench Action 1901-18029, and related trusts; (iii) all of their respective officers, directors and employees; and (iv) to the extent not captured by sub-paragraphs (i) to (iii), IEC Ltd. and Audeamus Capital Corp ("**Strategic Parties**");
 - (b) equity claims of the Strategic Parties in the Respondents;
 - (c) costs incurred in connection with the administration of the estates of the Respondents on and after December 20, 2019;
 - (d) the Receiver's professional fees and disbursements;
 - (e) claims by mortgage lenders whose mortgages were paid out or assumed as part of the transaction between the Receiver and certain special purpose subsidiaries of TELUS Pensions Master Trust which transaction was approved by the Court on March 27, 2020 in these proceedings ;
 - (f) such other claims which are excluded pursuant to an order of the Court.
4. Notice served in these proceeds on the Receiver shall be effected by regular mail, personal delivery, courier or electronic mail to the Receiver.
5. The Receiver will conduct a proof of claims procedure to identify all parties who have a Claim against the Respondents (**the "Claimant(s)"**).
6. Service in these proceeds by the Receiver on a Claimant shall be effected by registered mail, courier, facsimile or electronic mail.
7. All Claims of the Claimants shall be proven in accordance with the procedures outlined herein and in the Notice to Claimants in a form substantially the same as that attached hereto as **Schedule "B" (the "Notice to Claimants")**.

8. The Receiver is authorized and directed to implement the procedures outlined herein, and in the Notice to Creditors (**collectively, the "Claims Procedure"**), as follows:
- (a) The Receiver shall send to all potential Claimants of which the Receiver is aware, a copy of:
 - (i) the Notice to Creditors; and
 - (ii) a Proof of Claim form and related instruction letter substantially in the form attached hereto as **Schedule "C"** (the **"Proof of Claim"**),(collectively, the **"Proof of Claim Document Package"**);
by no later than September 22, 2020..
 - (b) The Receiver shall publish a notice of the Claims Procedure (the **"Newspaper Advertisement"**) prior to September 30, 2020 in each of The Globe and Mail (National Edition), the Calgary Herald, the Edmonton Journal, the Chronicle Herald (Nova Scotia), the Telegraph-Journal (New Brunswick), and the Cowichan Valley Citizen (Duncan, BC). The Newspaper Advertisement will be in a form substantially the same as that attached hereto as **Schedule "D"**.
 - (c) The Receiver shall also post electronic copies of the Notice to Claimants, the Proof of Claim, the Dispute Notice and the Claims Procedure Order on the Receiver's website at <https://www.alvarezandmarsal.com/strategicgroup> as soon as practically possible following the granting of the Claims Procedure Order.
 - (d) Claimants must submit their Proofs of Claim to the Receiver to be received prior to 5:00 p.m. (Mountain Daylight Time) on November 5, 2020 (the **"Claims Bar Date"**). The Receiver will receive and collect the Proofs of Claim and will review each Proof of Claim submitted by the Claims Bar Date.
 - (e) All Claimants that do not submit a Proof of Claim with the Receiver on or before the Claims Bar Date or such later date as this Honourable Court may otherwise order, will:
 - (i) not be entitled to receive any distribution from the estates of the Respondents; and
 - (ii) be forever barred from making or enforcing any Claim against the Respondents and that Claim will be forever extinguished.

Secured Creditors

9. With respect to any Proof of Claim filed by a Claimant alleging a secured or proprietary interest in any of the undertaking, property, and assets of the Respondents (which includes without limitation):
- (i) Claimants with a lien in accordance with the provisions of the *Builders' Lien Act* (Alberta) or other similar provincial statute
 - (ii) Claimants with a valid trust claim (**a "Secured Claim"**), the Receiver will, either:
- (a) accept the Secured Claim as set out in the Proof of Claim in its entirety;
 - (b) revise the amount, secured status, or any priority of the Secured Claim as set out in the Proof of Claim for distribution purposes; or
 - (c) disallow the Secured Claim as set out in the Proof of Claim for distribution purposes.
10. If the Receiver disputes the amount, status, or priority of a Secured Claim set out in a Proof of Claim, the Receiver will concurrently send a notice of revision or disallowance, substantially in the form attached hereto as **Schedule "E"** (the **"Notice of Revision or Disallowance"**), to the

Claimant and whereupon the Notice of Revision or Disallowance will be deemed to have been received on the following business day.

11. Any Claimant that intends to dispute its Secured Claim as set out in the Notice of Revision or Disallowance must deliver a dispute notice, substantially in the form attached hereto as **Schedule "F"** (the "**Dispute Notice**"), no later than 14 days from the date the Notice of Revision or Disallowance was received or such later date as the Receiver may agree to in writing or as ordered by this Honourable Court.
12. If a creditor does not deliver a Dispute Notice in accordance with the preceding paragraph, the Claim shall be deemed accepted at the amount set forth in the Notice of Revision or Disallowance and, unless otherwise ordered by this Honourable Court, the Affected Creditor will:
 - (a) where the entire Secured Claim is disallowed:
 - (i) not be entitled to receive any distribution from the estates of the Respondents;
and
 - (ii) be forever barred from making or enforcing any Claim against the Respondents and that Claim will be forever extinguished; or
 - (b) where the Secured Claim has been revised:
 - (i) only be entitled to receive any distribution from the estates of the Respondents in an amounts proportional to the revised amount, revised status, or revised priority;
and
 - (ii) be forever barred from making or enforcing any Claim greater than the revised amount, revised status, or revised priority against the Respondents and the amount of the Claim reduced by the revision will be forever extinguished.
13. Any time limitation set forth in paragraphs 7 - 12 of this Order may be extended by written consent of the Receiver or by Order of this Honourable Court.

Other Claimants

14. With respect to Claims, other than Secured Claims, the Receiver will either:
 - (a) accept the Claim as set out in the Proof of Claim in its entirety;
 - (b) revise the amount or any priority of the Claim as set out in the Proof of Claim for distribution purposes; or
 - (c) disallow the Claim as set out in the Proof of Claim for distribution purposes.
15. In making a determination in the proceeding paragraph, the Receiver may engage such advisors, experts or other third parties to determine the value of a Claim.
16. The Receiver will provide to each Claimant filing a Proof of Claim a notice in writing indicating whether the Claimant's Claim is accepted, disputed in whole or disputed in part. If the Receiver disputes the amount or priority of a Claim set out in a Proof of Claim, the Receiver will send a Notice of Revision or Disallowance to the Claimant.
17. Any Claimant that intends to dispute its Claim as set out in the Notice of Revision or Disallowance must deliver a Dispute Notice no later than 14 days after their receipt of the Notice of Revision or Disallowance.

18. If a Claimant does not deliver a Dispute Notice in accordance with the preceding paragraph, it shall be deemed to have accepted the Notice of Revision or Disallowance and, unless otherwise ordered by this Honourable Court, will:
- (a) where the entire Claim is disallowed:
 - (i) not be entitled to receive any distribution from the estates of Respondents; and
 - (ii) be forever barred from making or enforcing any Claim against the Respondents and that Claim will be forever barred and extinguished; or
 - (b) where the Claim has been revised:
 - (i) only be entitled to receive any distribution from the estates of the Respondents in an amount proportional to the revised amount or in accordance with the revised priority; and
 - (ii) be forever barred from making or enforcing any Claim greater than the revised amount against the Respondents and the amount of the Claim reduced by the revision will be forever extinguished.
19. The Receiver may attempt to consensually resolve any Dispute Notice for distribution purposes, as the case may be, with a Claimant. If same cannot be resolved, the Receiver may apply to the Court for a determination of the value and priority of such Claim for distribution purposes, as the case may be, by filing with this Honourable Court an Application and serving it upon the applicable Claimant. If no application is brought by the Receiver, within 20 days of reception of a Dispute Notice, and the dispute remains unresolved, the Claimant may serve on the Receiver, an application returnable within 14 days before the Court of Queen's Bench of Alberta in these proceedings for the determination of the Claim in dispute or such further time as the Court may set for a determination as a result of the current COVID-19 procedures.

Miscellaneous

20. The Receiver is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claims and Dispute Notices are completed and executed and may, if they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Procedure.
21. The Receiver is at liberty to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
22. The Receiver is hereby authorized and directed to do all such acts and things, and execute such deeds and documents, as are necessary or appropriate to give full effect to the provisions of this Order.
23. This Court hereby requests the aid and recognition of any Court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

Service

24. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;

- (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) Posting a copy of this Order on the Receiver's website, established for these proceedings and service on any other person is hereby dispensed with.
25. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "A" – Respondents and Pre-filing Claims Cut-Off Dates

(Please see the Receiver's website for full legal descriptions for the properties listed below - <https://www.alvarezandmarsal.com/strategicgroup>)

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
926 Limited Partnership	926 Capital Corp.	926 Property - 926 5 Ave SW, Calgary, AB	February 19, 2020
Inglewood 9th Avenue Limited Partnership	Inglewood 9th Avenue GP Ltd.	1410 Inglewood - 1410-9 Avenue SE, Calgary, AB	February 19, 2020
20/20 Limited Partnership	20/20 Capital Corp.	20/20 - 2020 4th Street SW, Calgary, AB	February 19, 2020
550 Limited Partnership	550 Capital Corp.	5/5 - 550 – 11 Avenue SW, Calgary, AB	March 3, 2020
Airdrie Gateway Block 2 Limited Partnership	Airdrie Gateway Block 2 Capital Corp.	Aqua - 45 Gateway Drive NE, Airdrie, AB	February 19, 2020
Blackfoot Centre Limited Partnership	Blackfoot Centre Ltd.	Blackfoot Centre - 510 – 77th Avenue SE, Calgary, AB	February 19, 2020
Bonavista Square Limited Partnership	Bonavista Squate Ltd.	Bonavista (Avenida Place) - 12100 MacLeod Trail SE, Calgary, AB	February 19, 2020
Centro 2102 Limited Partnership	Centro 2102 Capital Corp.	Centro - 2110 Centre Street NE, Calgary, AB	February 19, 2020
Kensington Building Limited Partnership by its general partner, Kensington Building Capital Corp.	1220 Kensington Road Corp. (Nominee (not the general partner of the Strategic Limited Partnership))	Kensington - 1220 Kensington Road NW, Calgary, AB	January 30, 2020
Center Street Limited Partnership	Center Street GP Ltd.	M17 - 1716 Center Street SE, Calgary, AB	February 19, 2020
Glenmore Commerce Court Limited Partnership	Glenmore Commerce Court Capital Corp.	Glenmore Commerce Court - 4000 Glenmore Court SE, Calgary, AB	January 30, 2020
Mission Centre Limited Partnership	Mission Centre Inc.	Mission Centre - 2303 4th Street SW, Calgary, AB	January 30, 2020
One Six Limited Partnership	One Six Capital Corp.	One6 - 1528-16 Avenue NW, Calgary, AB	February 19, 2020
Stony Plain Limited Partnership	Stony Plain Capital Corp.	Entro - 2801 43 Avenue, Stony Plain, AB	February 19, 2020
Sundance Place II 2000 Limited Partnership	Sundance Place II Ltd.	Sundance 2000 - 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 5000 Limited Partnership	Sundance Place II Ltd.	Sundance 5000 - 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Claridge Limited Partnership by its general partner, Claridge Capital Corp.	1156178 Alberta Ltd. (Nominee (not the general partner of the Strategic Limited Partnership))	Claridge - 3149-151 Avenue, Edmonton, AB	February 19, 2020
Duncan Retail Limited Partnership	Duncan Retail Capital Corp.	Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	February 19, 2020

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
Strategic Atlantic Limited Partnership	Strategic Atlantic Ltd.	105 Pinecrest Drive, Dartmouth, NS	February 19, 2020
		109 Pinecrest Drive, Dartmouth, NS	
		111 Pinecrest Drive, Dartmouth NS	
		117 Albro Lake Road, Dartmouth, NS	
		12 Trinity Avenue, Dartmouth, NS	
		133 Pinecrest Drive, Dartmouth, NS	
		85 Pinecrest Drive, Dartmouth, NS	
		9 & 11 Kennedy Drive, Dartmouth, NS	
		24 Roleika Drive, Dartmouth, NS	
		7 Kennedy Drive, Dartmouth, NS	
		3 Autumn Drive, Halifax, NS	
		44 River Road, Halifax, NS	
		451 Herring Cove Road, Halifax, NS	
		498 Herring Cove Road, Halifax, NS	
		5 Forbes Street, Halifax, NS	
		536 Herring Cove Road, Halifax, NS	
		540 Herring Cove Road, Halifax, NS	
		538 Herring Cove Road, Halifax, NS	
		6, 8, 9 & 14 Galaxy Avenue, Dartmouth, NS	
		384.5 Portland Street, Dartmouth, NS	
		39, 43 & 45 Jefferson Lane, Sydney, NS	
		67 Caledonia Road, Dartmouth, NS	
		532 Herring Cove Road, Halifax, NS	
		534 Herring Cove Road, Halifax, NS	
		65, 67, 69 & 73 Dominion Street, Glace Bay, NS	
		32 Primrose Street, Dartmouth, NS	
		19 Primrose Street, Dartmouth, NS	
		190 Oakdene Avenue, Kentville, NS	
		40 Brule Street, Dartmouth, NS	
		117 Pinecrest Drive, Dartmouth, NS	
		119 Pinecrest Drive, Dartmouth, NS	
		113 Pinecrest Drive, Dartmouth, NS	
		175 Britain Street, Saint John, NB	
		237 Roleika Drive, Dartmouth, NS	
		490 Wiley Avenue, Windsor, NS	
		550 Herring Cove Road, Halifax, NS	
		611 Herring Cove Road, Halifax, NS	
		123 Pinecrest Drive, Dartmouth, NS	
		38 Trinity Avenue, Dartmouth, NS	
		4 Alfred Street, Dartmouth, NS	
		100 Inverness Place, Saint John, NB	
		3, 4, 8 & 9 Shamrock Court, Saint John, NB	
		79 & 81 Lakecrest Drive, Dartmouth, NS	

Schedule "B" - Claims Procedure Order

NOTICE TO CREDITORS

(Claims Procedure)

On January 30, 2020, February 19, 2020 and March 3, 2020, numerous entities and more specifically those listed at **Appendix "A"** herein, **(the "Respondents")** were placed into Receivership pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended **(the "BIA")** by orders of the Court of Queen's Bench of Alberta **(the "Court")** in Action No. 1901 – 18029. Alvarez & Marsal Canada Inc. was appointed by the Court as the receiver and manager in these proceedings **(the "Receiver")**.

On March 27, 2020, the Court approved a transaction whereby the property of the Respondents was sold by the Receiver to certain special purpose subsidiaries of TELUS Pensions Master Trust **(collectively "TPMT")**. As part of the purchase price of the transaction, TPMT provided the Receiver a creditor cash pool of \$4.4MM **(“Creditor Cash Pool”)** to fund a claims process and effect a distribution to affected creditors of the Respondents.

On **[Insert Date of Order]**, the Court directed the Receiver to solicit “claims provable” and “provable claims” (as defined in the BIA) from all creditors of the Respondents for the purpose of determining the claims which will be entitled to claim a distribution from the estates of the Respondents, being the Creditor Cash Pool **(the "Claim(s)")**.

Any creditor having a Claim against the Respondents, with the exception of:

- (a) inter-company claims between the Respondents and (i) their direct and indirect shareholders, including, but not limited to Riaz Mamdani; (ii) all of their respective affiliates, including those respondents under the Interim Receivership Order dated December 20, 2019 in Court of Queen Bench Action 1901-18029, and related trusts; (iii) all of their respective officers, directors and employees; and (iv) to the extent not captured by sub-paragraphs (i) to (iii), IEC Ltd. and Audeamus Capital Corp **(“Strategic Parties”)**;
- (b) equity claims of the Strategic Parties in the Respondents;
- (c) costs incurred in connection with the administration of the estate of the Respondents on and after December 20, 2019;
- (d) the Receiver’s professional fees and disbursements;
- (e) claims by mortgage lenders whose mortgages were paid out or assumed as part of the transaction between the Receiver and certain special purpose subsidiaries of TELUS Pensions Master Trust which transaction was approved by the Court on March 27, 2020 in these proceedings;
- (f) such other claims which are excluded pursuant to an order of the Court;

arising against the Respondents before the dates as set out in **Appendix “A”** correlating with each specific Respondent (see the “Pre-Filing Claims Cut-Off Date” column in Appendix “A”) of any nature whatsoever, including an unsecured, secured, proprietary, contingent or unliquidated Claim is required to file, in the manner set out in this Notice to Creditors, a Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Receiver in order to participate in any distribution associated with the Receivership proceedings.

Additional copies of the prescribed Proof of Claim form can be obtained by contacting the Receiver via telephone at (403) 538 - 7555 or via e-mail at thilton@alvarezandmarsal.com or it can be downloaded from the Receiver’s website at: <https://www.alvarezandmarsal.com/strategicgroup>.

Any creditor who chooses to file a Proof of Claim is required to provide whatever documentation they may have to support their Claim against the Respondents, such as contracts, invoices, bills of lading, and NATDOCS\48786446\V-1

shipping receipts, in relation to the goods and/or services provided to the Respondents in the appropriate currency under which their Claim arose.

All Proof of Claim forms, together with the required supporting documentation, must be sent to Alvarez & Marsal Canada Inc. to the attention of Trevor Hilton by email (thilton@alvarezandmarsal.com), prepaid registered mail, personal delivery, or sent by courier to Bow Valley Square 4, Suite 1110, 250 6th Ave SW, Calgary, AB, T2P 3H7 on or before 5:00 pm Mountain Daylight Time on November 5, 2020 2020 ("Claims Bar Date").

All Claims must account for and be adjusted for any equipment and/or other assets released by the Respondents to the creditor whether by court order or otherwise.

All Claims received by the Receiver or, in the case of mailing, postmarked, after the Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished, barred, and will not participate in any distributions in the Receivership proceedings.

With respect all Claims, the Receiver will in turn provide to the creditor a notice in writing as to whether their Claim is accepted or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Notice of Revision or Disallowance.

Where a creditor objects to a Notice of Revision or Disallowance, the creditor shall notify the Receiver of its objection in writing (**the "Dispute Notice"**) by regular mail, personal delivery, courier, or electronic mail within 14 days from the date the Notice of Revision or Disallowance was received.

The Receiver will attempt to consensually resolve disputes with respect to any claim. If the dispute cannot be resolved the Receiver may (or, in the case of a secured claim shall) bring an application before the Court for the determination of the claim, failing which, the creditor may bring an application before the Court for a determination.

A creditor that does not provide to the Receiver a Dispute Notice to a Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in such Notice of Revision or Disallowance.

Dated _____ 2020 in Calgary, Alberta.

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed receiver in the Receivership of Sundance Place II, et al., in Alberta Court of Queen's Bench Action 1901-18029 and not in its personal or corporate capacity

Per: _____

Appendix “A” – Respondents

(Please see the Receiver’s website for full legal descriptions for the properties listed below - <https://www.alvarezandmarsal.com/strategicgroup>)

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
926 Limited Partnership	926 Capital Corp.	926 Property - 926 5 Ave SW, Calgary, AB	February 19, 2020
Inglewood 9th Avenue Limited Partnership	Inglewood 9th Avenue GP Ltd.	1410 Inglewood - 1410-9 Avenue SE, Calgary, AB	February 19, 2020
20/20 Limited Partnership	20/20 Capital Corp.	20/20 - 2020 4th Street SW, Calgary, AB	February 19, 2020
550 Limited Partnership	550 Capital Corp.	5/5 - 550 – 11 Avenue SW, Calgary, AB	March 3, 2020
Airdrie Gateway Block 2 Limited Partnership	Airdrie Gateway Block 2 Capital Corp.	Aqua - 45 Gateway Drive NE, Airdrie, AB	February 19, 2020
Blackfoot Centre Limited Partnership	Blackfoot Centre Ltd.	Blackfoot Centre - 510 – 77th Avenue SE, Calgary, AB	February 19, 2020
Bonavista Square Limited Partnership	Bonavista Squate Ltd.	Bonavista (Avenida Place) - 12100 MacLeod Trail SE, Calgary, AB	February 19, 2020
Centro 2102 Limited Partnership	Centro 2102 Capital Corp.	Centro - 2110 Centre Street NE, Calgary, AB	February 19, 2020
Kensington Building Limited Partnership by its general partner, Kensington Building Capital Corp.	1220 Kensington Road Corp. (Nominee (not the general partner of the Strategic Limited Partnership))	Kensington - 1220 Kensington Road NW, Calgary, AB	January 30, 2020
Center Street Limited Partnership	Center Street GP Ltd.	M17 - 1716 Center Street SE, Calgary, AB	February 19, 2020
Glenmore Commerce Court Limited Partnership	Glenmore Commerce Court Capital Corp.	Glenmore Commerce Court - 4000 Glenmore Court SE, Calgary, AB	January 30, 2020
Mission Centre Limited Partnership	Mission Centre Inc.	Mission Centre - 2303 4th Street SW, Calgary, AB	January 30, 2020
One Six Limited Partnership	One Six Capital Corp.	One6 - 1528-16 Avenue NW, Calgary, AB	February 19, 2020
Stony Plain Limited Partnership	Stony Plain Capital Corp.	Entro - 2801 43 Avenue, Stony Plain, AB	February 19, 2020
Sundance Place II 2000 Limited Partnership	Sundance Place II Ltd.	Sundance 2000 - 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 5000 Limited Partnership	Sundance Place II Ltd.	Sundance 5000 - 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Claridge Limited Partnership by its general partner, Claridge Capital Corp.	1156178 Alberta Ltd. (Nominee (not the general partner of the Strategic Limited Partnership))	Claridge - 3149-151 Avenue, Edmonton, AB	February 19, 2020
Duncan Retail Limited Partnership	Duncan Retail Capital Corp.	Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	February 19, 2020
	Strategic Atlantic Ltd.	105 Pinecrest Drive, Dartmouth, NS	February 19, 2020

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
Strategic Atlantic Limited Partnership		109 Pinecrest Drive, Dartmouth, NS	
		111 Pinecrest Drive, Dartmouth NS	
		117 Albro Lake Road, Dartmouth, NS	
		12 Trinity Avenue, Dartmouth, NS	
		133 Pinecrest Drive, Dartmouth, NS	
		85 Pinecrest Drive, Dartmouth, NS	
		9 & 11 Kennedy Drive, Dartmouth, NS	
		24 Roleika Drive, Dartmouth, NS	
		7 Kennedy Drive, Dartmouth, NS	
		3 Autumn Drive, Halifax, NS	
		44 River Road, Halifax, NS	
		451 Herring Cove Road, Halifax, NS	
		498 Herring Cove Road, Halifax, NS	
		5 Forbes Street, Halifax, NS	
		536 Herring Cove Road, Halifax, NS	
		540 Herring Cove Road, Halifax, NS	
		538 Herring Cove Road, Halifax, NS	
		6, 8, 9 & 14 Galaxy Avenue, Dartmouth, NS	
		384.5 Portland Street, Dartmouth, NS	
		39, 43 & 45 Jefferson Lane, Sydney, NS	
		67 Caledonia Road, Dartmouth, NS	
		532 Herring Cove Road, Halifax, NS	
		534 Herring Cove Road, Halifax, NS	
		65, 67, 69 & 73 Dominion Street, Glace Bay, NS	
		32 Primrose Street, Dartmouth, NS	
		19 Primrose Street, Dartmouth, NS	
		190 Oakdene Avenue, Kentville, NS	
		40 Brule Street, Dartmouth, NS	
		117 Pinecrest Drive, Dartmouth, NS	
		119 Pinecrest Drive, Dartmouth, NS	
		113 Pinecrest Drive, Dartmouth, NS	
		175 Britain Street, Saint John, NB	
		237 Roleika Drive, Dartmouth, NS	
		490 Wiley Avenue, Windsor, NS	
		550 Herring Cove Road, Halifax, NS	
		611 Herring Cove Road, Halifax, NS	
		123 Pinecrest Drive, Dartmouth, NS	
		38 Trinity Avenue, Dartmouth, NS	
		4 Alfred Street, Dartmouth, NS	
		100 Inverness Place, Saint John, NB	
		3, 4, 8 & 9 Shamrock Court, Saint John, NB	
		79 & 81 Lakecrest Drive, Dartmouth, NS	

Schedule "C" – Claims Procedure Order

PROOF OF CLAIM (CLAIMS PROCEDURE)

For claims arising before the date(s) set out in **Appendix "A"** (see the "Pre-Filing Claims Cut-Off Date" column in Appendix "A"), correlating with each specific Respondent listed at **Appendix "A"** herein, **(collectively, the "Respondents")** (See page 3 for further instructions)

Regarding the claim of _____

(referred to in this form as "**the creditor**"). (name of creditor)

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

Telephone: _____ Fax: _____

Email: _____

_____ residing in the _____
(name of person signing claim) (city, town, etc.)

of _____ in the province of _____
(name of city, town, etc.) (province)

Do hereby certify that:

☐ 1. I am the creditor

or I am _____ of the creditor.
(if an officer or employee of the company, state position or title)

☐ 2. I have knowledge of all the circumstances connected with the Claim, as defined in the Claims Procedure Order, dated **[NTD]**, referred to in this form.

1. I have a Claim against _____ (the "Respondent").
(name of Respondent entity)

4. As at _____, the Respondent was and still is indebted to the creditor in the sum of _____ CDN as shown by the statement of account or other documentary evidence attached hereto and marked "Schedule A". Claims should **not** include the value of goods and/or services supplied after the date(s) specified in **Appendix "A"** in correlation to the specific Respondent the creditor is claiming against (see the "Pre-Filing Claims Cut-Off Date" column in Appendix "A"). If a creditor's claim is to be reduced by deducting any counter claims to which the Receivership Debtor is entitled and/or amounts associated with the return of equipment and/or assets by the Receivership Debtor, please specify.
5. The statement of account or other documentary evidence must specify the vouchers or other forms of evidence, such as court judgments, in support of the claim, including for example, the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.
6. ☐ A. **Unsecured claim.** \$ _____. In respect to the said debt, the creditor does not and has not held any assets as security.
- ☐ B. **Secured claim.** \$ _____. In respect of the said debt, the creditor holds assets valued at \$ _____ as security:

Provide full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

Dated at _____, this ____ day of _____, 2020.
(Insert city)

(witness signature)

(signature of individual completing the form)

Must be signed and witnessed

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. A Statement of Account or other documentary evidence containing details of secured, unsecured, liquidated or contingent claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". Claims should **not** include the value of goods and/or services arising after the "Pre-Filing Claims Cut-Off Date" column in Appendix "A" in relation to a respective Respondent. It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.
4. The nature of the claim must be indicated by ticking the type of claim which applies at section 6 of the Proof of Claim.
 - Ticking (A) indicates the claim is unsecured;
 - Ticking (B) indicates the claim is secured, such as a builders' lien claim, mortgage, valid trust claim, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
5. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.
6. Additional information regarding the receivership proceedings, as well as copies of claims documents may be obtained at <https://www.alvarezandmarsal.com/strategicgroup>.
7. If there are any questions in completing the Proof of Claim, please write the Receiver at:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com
Phone: (403) 538-7555

Note: Any claim not delivered to the Receiver at the above noted address by November 5, 2020, will, unless otherwise ordered by the Alberta Court of Queen's Bench, be barred and may not thereafter be advanced against the Receivership Debtor.

Appendix “A” – Respondents

(Please see the Receiver’s website for full legal descriptions for the properties listed below -
<https://www.alvarezandmarsal.com/strategicgroup>)

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
926 Limited Partnership	926 Capital Corp.	926 Property - 926 5 Ave SW, Calgary, AB	February 19, 2020
Inglewood 9th Avenue Limited Partnership	Inglewood 9th Avenue GP Ltd.	1410 Inglewood - 1410-9 Avenue SE, Calgary, AB	February 19, 2020
20/20 Limited Partnership	20/20 Capital Corp.	20/20 - 2020 4th Street SW, Calgary, AB	February 19, 2020
550 Limited Partnership	550 Capital Corp.	5/5 - 550 – 11 Avenue SW, Calgary, AB	March 3, 2020
Airdrie Gateway Block 2 Limited Partnership	Airdrie Gateway Block 2 Capital Corp.	Aqua - 45 Gateway Drive NE, Airdrie, AB	February 19, 2020
Blackfoot Centre Limited Partnership	Blackfoot Centre Ltd.	Blackfoot Centre - 510 – 77th Avenue SE, Calgary, AB	February 19, 2020
Bonavista Square Limited Partnership	Bonavista Squate Ltd.	Bonavista (Avenida Place) - 12100 MacLeod Trail SE, Calgary, AB	February 19, 2020
Centro 2102 Limited Partnership	Centro 2102 Capital Corp.	Centro - 2110 Centre Street NE, Calgary, AB	February 19, 2020
Kensington Building Limited Partnership by its general partner, Kensington Building Capital Corp.	1220 Kensington Road Corp. (Nominee (not the general partner of the Strategic Limited Partnership))	Kensington - 1220 Kensington Road NW, Calgary, AB	January 30, 2020
Center Street Limited Partnership	Center Street GP Ltd.	M17 - 1716 Center Street SE, Calgary, AB	February 19, 2020
Glenmore Commerce Court Limited Partnership	Glenmore Commerce Court Capital Corp.	Glenmore Commerce Court - 4000 Glenmore Court SE, Calgary, AB	January 30, 2020
Mission Centre Limited Partnership	Mission Centre Inc.	Mission Centre - 2303 4th Street SW, Calgary, AB	January 30, 2020
One Six Limited Partnership	One Six Capital Corp.	One6 - 1528-16 Avenue NW, Calgary, AB	February 19, 2020
Stony Plain Limited Partnership	Stony Plain Capital Corp.	Entro - 2801 43 Avenue, Stony Plain, AB	February 19, 2020
Sundance Place II 2000 Limited Partnership	Sundance Place II Ltd.	Sundance 2000 - 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Sundance Place II 5000 Limited Partnership	Sundance Place II Ltd.	Sundance 5000 - 15 Sunpark Plaza SE, Calgary, AB	February 19, 2020
Claridge Limited Partnership by its general partner, Claridge Capital Corp.	1156178 Alberta Ltd. (Nominee (not the general partner of the Strategic Limited Partnership))	Claridge - 3149-151 Avenue, Edmonton, AB	February 19, 2020
Duncan Retail Limited Partnership	Duncan Retail Capital Corp.	Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	February 19, 2020
Strategic Atlantic Limited Partnership	Strategic Atlantic Ltd.	105 Pinecrest Drive, Dartmouth, NS 109 Pinecrest Drive, Dartmouth, NS	February 19, 2020

Strategic LP (Respondent)	Strategic GP / Nominee (Respondent)	Property Name & Civic Address	Pre-Filing Claims Cut-Off Date
		111 Pinecrest Drive, Dartmouth NS	
		117 Albro Lake Road, Dartmouth, NS	
		12 Trinity Avenue, Dartmouth, NS	
		133 Pinecrest Drive, Dartmouth, NS	
		85 Pinecrest Drive, Dartmouth, NS	
		9 & 11 Kennedy Drive, Dartmouth, NS	
		24 Roleika Drive, Dartmouth, NS	
		7 Kennedy Drive, Dartmouth, NS	
		3 Autumn Drive, Halifax, NS	
		44 River Road, Halifax, NS	
		451 Herring Cove Road, Halifax, NS	
		498 Herring Cove Road, Halifax, NS	
		5 Forbes Street, Halifax, NS	
		536 Herring Cove Road, Halifax, NS	
		540 Herring Cove Road, Halifax, NS	
		538 Herring Cove Road, Halifax, NS	
		6, 8, 9 & 14 Galaxy Avenue, Dartmouth, NS	
		384.5 Portland Street, Dartmouth, NS	
		39, 43 & 45 Jefferson Lane, Sydney, NS	
		67 Caledonia Road, Dartmouth, NS	
		532 Herring Cove Road, Halifax, NS	
		534 Herring Cove Road, Halifax, NS	
		65, 67, 69 & 73 Dominion Street, Glace Bay, NS	
		32 Primrose Street, Dartmouth, NS	
		19 Primrose Street, Dartmouth, NS	
		190 Oakdene Avenue, Kentville, NS	
		40 Brule Street, Dartmouth, NS	
		117 Pinecrest Drive, Dartmouth, NS	
		119 Pinecrest Drive, Dartmouth, NS	
		113 Pinecrest Drive, Dartmouth, NS	
		175 Britain Street, Saint John, NB	
		237 Roleika Drive, Dartmouth, NS	
		490 Wiley Avenue, Windsor, NS	
		550 Herring Cove Road, Halifax, NS	
		611 Herring Cove Road, Halifax, NS	
		123 Pinecrest Drive, Dartmouth, NS	
		38 Trinity Avenue, Dartmouth, NS	
		4 Alfred Street, Dartmouth, NS	
		100 Inverness Place, Saint John, NB	
		3, 4, 8 & 9 Shamrock Court, Saint John, NB	
		79 & 81 Lakecrest Drive, Dartmouth, NS	

Schedule "D" — Claims Procedure Order

NEWSPAPER ADVERTISEMENT
NOTICE TO CREDITORS

CLAIMS AND CLAIMS BAR DATE FOR THE SPECIFIC ENTITIES, HEREIN (THE "RESPONDENTS"):

Strategic LP	Strategic GP / Nominee	Pre-Filing Claims Cut-Off Date
926 Limited Partnership	926 Capital Corp.	February 19, 2020
Inglewood 9th Avenue Limited Partnership	Inglewood 9th Avenue GP Ltd.	February 19, 2020
20/20 Limited Partnership	20/20 Capital Corp.	February 19, 2020
550 Limited Partnership	550 Capital Corp.	March 3, 2020
Airdrie Gateway Block 2 Limited Partnership	Airdrie Gateway Block 2 Capital Corp.	February 19, 2020
Blackfoot Centre Limited Partnership	Blackfoot Centre Ltd.	February 19, 2020
Bonavista Square Limited Partnership	Bonavista Squate Ltd.	February 19, 2020
Centro 2102 Limited Partnership	Centro 2102 Capital Corp.	February 19, 2020
Glenmore Commerce Court Limited Partnership	Glenmore Commerce Court Capital Corp.	January 30, 2020
Kensington Building Limited Partnership by its general partner, Kensington Building Capital Corp.	1220 Kensington Road Corp. (Nominee (not the general partner of the Strategic Limited Partnership))	January 30, 2020
Mission Centre Limited Partnership	Mission Centre Inc.	January 30, 2020
Center Street Limited Partnership	Center Street GP Ltd.	February 19, 2020
One Six Limited Partnership	One Six Capital Corp.	February 19, 2020
Sundance Place II 2000 Limited Partnership	Sundance Place II Ltd.	February 19, 2020
Sundance Place II 5000 Limited Partnership	Sundance Place II Ltd.	February 19, 2020
Stony Plain Limited Partnership	Stony Plain Capital Corp.	February 19, 2020
Claridge Limited Partnership by its general partner, Claridge Capital Corp.	1156178 Alberta Ltd. (Nominee (not the general partner of the Strategic Limited Partnership))	February 19, 2020
Duncan Retail Limited Partnership	Duncan Retail Capital Corp.	February 19, 2020
Strategic Atlantic Limited Partnership	Strategic Atlantic Ltd.	February 19, 2020

NOTICE IS HEREBY GIVEN THAT, pursuant to an order of the Court of Queen's Bench of Alberta (**the "Court"**) granted **[Insert Date of Order] (the "Claims Procedure Order")**. Any person who believes that they have a claim against a Respondent, which claim arose prior to a "Pre-Filing Claims Cut-Off Date" listed above, whether liquidated, contingent or otherwise, must send a Proof of Claim to the Receiver to be received **by 5:00 p.m. (Mountain Daylight Time) on November 5, 2020 (the "Claims Bar Date")**.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER EXTINGUISHED AND SUCH CREDITORS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING CLAIMS AGAINST THE RESPONDENTS AND WILL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THESE PROCEEDINGS OR RECEIVE FURTHER NOTICE OF THESE PROCEEDINGS.

Further details regarding the Respondents and their respective properties, a copy the Claims Procedure Order and the respective Proof of Claim Document Package can be obtained from the Receiver's website at <https://www.alvarezandmarsal.com/strategicgroup>.

For questions, please contact the Receiver at:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com Phone: (403) 538-7555

Schedule "E" Claims Procedure Order

NOTICE OF REVISION OR DISALLOWANCE (CLAIMS PROCEDURE)

Claim Reference Number: _____

Name of Respondent: _____

TO: _____
(Name of Creditor)

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Court of Queen's Bench of Alberta, dated **[Insert Date of Order] (the "Claims Procedure Order")**. All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Claims Procedure Order, Alvarez & Marsal Canada Inc., in its capacity as Court-appointed Receiver and Manager of the Respondent, hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be allowed as follows:

	Amount Per Proof of Claim	Amount Allowed by Receiver
Unsecured Claim	_____	_____
Secured Claim	_____	_____

REASON(S) FOR THE REVISION OR DISALLOWANCE:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must within **fourteen (14) days from the date you received (or are deemed to have received) this Notice of Revision or Disallowance** deliver to the Receiver a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or electronic mail to the address below.

Alvarez & Marsal Canada Inc., the Court-appointed Receiver and Manager under Court of Queen's Bench Action No. 1901-18029.

By Mail/Courier/Email:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com
Phone: (403) 538-7555

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN FOURTEEN (14) DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

Dated _____ 2020 in Calgary, Alberta.

ALVAREZ & MARSAL CANADA INC., in its capacity as Court-appointed receiver in the Receivership of Sundance Place II, et al., in Alberta Court of Queen's Bench Action 1901-18029 and not in its personal or corporate capacity

Per: _____

Schedule "F" - Claims Procedure Order

DISPUTE NOTICE (CLAIMS PROCEDURE)

Claim Reference Number: _____

Name of Respondent against
which a Claim is asserted: _____

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

(the "Creditor").

Full Mailing Address of the Creditor:

Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of Original Creditor from whom you acquired the Claim, if applicable: _____

Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: ☐ No: ☐

Full Legal Name of Original Creditor(s): _____

3. Dispute of Revision or Disallowance of Claim for Distribution Purposes:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Receiver	Amount claimed by Creditor
Unsecured Claim	\$ _____	Unsecured Claim \$ _____
Secured Claim	\$ _____	Secured Claim \$ _____

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.) _____

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must **within fourteen (14) days of the date of receipt of the Notice of Revision or Disallowance** deliver to the Receiver this Dispute Notice either by prepaid registered mail, personal service, courier, or electronic mail to the following address. Dispute Notices shall be deemed to be received two business days from the date of mailing, upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

Alvarez & Marsal Canada Inc., the Court-appointed Receiver and Manager under Court of Queen's Bench Action No. 1901-18029.

By Mail/Courier/Email:

Alvarez & Marsal Canada Inc.
Bow Valley Square 4
Suite 1110, 250 6th Ave SW
Calgary, AB T2P 3H7

Attention: Trevor Hilton
Email: thilton@alvarezandmarsal.com
Phone: (403) 538-7555

DATED this _____ day of _____, 2020.

Witness

Name of Creditor: _____

Per: _____

Name: _____
Title: _____
(please print)

Schedule "B"

Clerk's stamp:

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 <i>BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3</i> AND IN THE MATTER OF AN APPLICATION UNDER SECTION 13(2) OF THE <i>JUDICATURE ACT, RSA 2000, c J-2</i>
	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
APPLICANTS	
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	<u>ORDER</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Attn: David Mann / Sam Gabor Ph. (403) 268-7097 / 3048 Fx. (403) 268-3100 File No.: 529227-21

Date on which this order was pronounced:

Location where order was pronounced:

Calgary, Alberta

Name of judge who made this order:

The Honourable Justice Dario

UPON THE APPLICATION by Alvarez and Marsal Canada Inc., LIT, in its capacity as Court-appointed receiver and manager under the Interim Receivership Order dated December 20, 2019 ("**Interim Receivership Order**"), 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 Sixth Report of the Receiver dated August 25, 2020, filed ("**Sixth Report**"), the Seventh Report of the Receiver dated September 8, 2020, filed (the "**Seventh Report**"), the First Supplement to the Seventh Report of the Receiver dated September 15, 2020 ("**First Supplement**"), the Expanded Receivership Order, the Amended and Restated Receivership Order, and such additional Receiver's reports, pleadings and proceedings had and taken in this action;

AND UPON having read the Affidavit of Service of Ronica Cameron sworn September 10, 2020, filed and Affidavit of Service of Ronica Cameron sworn September 16, 2020;

AND UPON hearing the submissions of counsel to the Receiver and counsel or other persons who made submissions at the hearing of this Application either in person, by Webex video conference 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. The Receiver's activities as set out in the Sixth Report, Seventh Report and First Supplement, are hereby ratified and approved.
3. The Receiver's Statement of Receipts and Disbursements contained in the Seventh Report are hereby approved.
4. The Receiver's counsels Statement of Receipts and Disbursements contained in the Seventh Report are hereby approved.
5. The Receiver's allocation of its fees and disbursements amongst the various assets comprising the Property (as defined in the Interim Receivership Order and Amended and Restated Receivership Order, as applicable) for the period of March 1, 2020 to August 21, 2020, as outlined in the Seventh Report is hereby approved.
6. The Registrar of Land Titles of Alberta shall discharge the Interim Receivership Order and its corresponding instrument number from the following legal land descriptions and title numbers:

No.	Owners(s)	Legal Land Description	Title Number	Instrument Number
1	1112-1124 Capital Corp.	PLAN A1 BLOCK 118 LOT 10	101 020 371	201 020 746
2	1112-1124 Capital Corp.	PLAN A1 BLOCK 118 LOT 11	101 020 371 +1	201 020 746

3	1112-1124 Capital Corp.	PLAN A1 BLOCK 118 LOT 12	101 020 371 +2	201 020 746
4	1112-1124 Capital Corp.	PLAN A1 BLOCK 118 LOTS 13 AND 14 EXCEPTING THEREOUT ALL MINES AND MINERALS	101 020 371 +3	201 020 746
5	Deerfoot 17 Corp.	PLAN CALGARY 4946T BLOCK TWENTY TWO (22) LOTS THIRTY THREE (33) TO FORTY (40) INCLUSIVE EXCEPTING OUT OF LOT FORTY (40) THE CORNER CUT ON PLAN 8210932 EXCEPTING THEREOUT OF LOT THIRTY THREE (33) AND LOTS THIRTY SEVEN (37) TO FORTY (40) INCLUSIVE ALL MINES AND MINERALS	071 174 764 +2	201 020 746
6	Deerfoot 17 Corp.	PLAN 4946T BLOCK 22 LOT 31	071 174 764	201 020 746
7	Deerfoot 17 Corp.	PLAN 4946T BLOCK 22 LOT 32	071 174 764 +1	201 020 746
8	Deerfoot 17 Corp.	PLAN 7014FW PARCEL B PORTION LOT A, BLOCK 22, PLAN CALGARY 4946T	071 174 764 +3	201 020 746
9	Macleod Place Ltd.	PLAN 4880AJ BLOCK 13 LOTS 5 AND 6	131 323 146 +1	201 020 746
10	Macleod Place Ltd.	PLAN 4880AJ BLOCK 13 LOTS 1 TO 4 INCLUSIVE	131 323 146	201 020 746
11	Mayfield Capital Corp.	PLAN 1844TR BLOCK 2 LOT 8 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 1.81 HECTARES (4.47 ACRES) MORE OR LESS	162 265 127	202 022 328
12	Shelbourne Place Ltd.	PLAN 179R BLOCK 29 LOTS 1 AND 2	151 101 795 +1	201 020 746
13	Shelbourne Place Ltd.	PLAN 179R BLOCK 29 LOTS 3 AND 4	151 101 795	201 020 746

7. 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.

8. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta