

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

(hereinafter referred to as the “Mortgaged Lands”)

and

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

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

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

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

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

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

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

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

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

Instrument #212 087 047 Tax Notification

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

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

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

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



Master of the Court of Queen's Bench
of Alberta

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

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