

FILE NUMBER 2101-04434

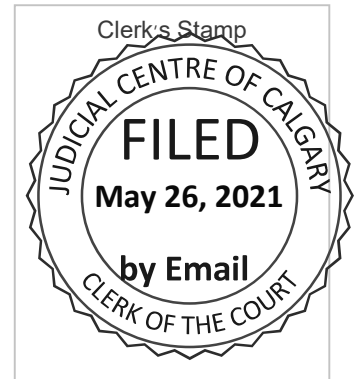
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CMLS FINANCIAL LTD.

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

DOCUMENT ORDER APPOINTING RECEIVER AND
 MANAGER



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ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: WEDNESDAY, THE 26TH MAY 2021

LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY, ALBERTA

NAME OF MASTER WHO MADE THIS ORDER: J. Farrington

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

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

SERVICE AND UPON THE DEFENDANTS NOT APPEARING;

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

APPOINTMENT

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

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

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

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

RECEIVER'S POWERS

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

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

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

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

NO EXERCISE OF RIGHTS OF REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

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

A. complies with the order, or

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

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

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

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

FUNDING OF THE RECEIVERSHIP

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

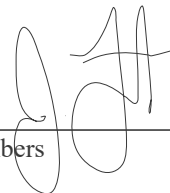
GENERAL

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

FILING

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

Master in Chambers



SCHEDULE " A "**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

DATED the ____ day of _____, 2021.

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

Per: _____

Name: _____

Title: _____