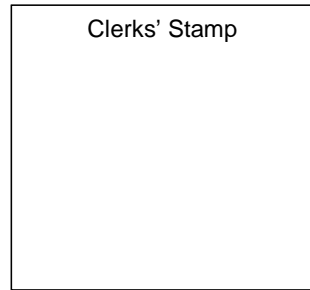


COURT FILE NUMBER 1903-08169  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF FORTIS LGS STRUCTURES INC.  
DEFENDANTS STATION POINT DEVELOPMENTS LTD. and BCM DEVELOPMENTS LTD.  
DOCUMENT **APPLICATION**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MCCARTHY TÉTRAULT LLP  
4000, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
Attention: Sean Collins  
Phone: 403-260-3531  
Fax: 403-260-3501  
Email: scollins@mccarthy.ca



**NOTICE TO RESPONDENT:**

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: June 18, 2019  
Time: 11:00 a.m.  
Where: Edmonton Law Courts (Commercial List)  
Before Whom: The Honourable Mr. Associate Chief Justice K.G. Nielsen

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

**Remedy claimed or sought:** KingSett Mortgage Corporation (“**KingSett**”) applies for relief in respect of Station Point Developments Ltd. (the “**Debtor**”) substantially in the form of order attached as Schedule “**A**” (the “**Receivership Order**”) hereto:

1. If necessary, abridging the time required for service of this application (the “**Application**”) and supporting materials to the date service was effected, declaring that this Application is properly returnable on June 18, 2019, that service of the Application and supporting materials, as described in the corresponding affidavit of service, is good and sufficient, and that no other persons are entitled to service of the Application or any orders arising therefrom;

2. Appointing KSV Advisory Inc. ("**KSV**") as the receiver and manager and trustee (the "**Trustee**") to act in respect to the hereinafter described assets, properties and undertakings the Debtor (collectively, the "**Property**"), pursuant to section 54 of the *Builders' Lien Act*, section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") and section 13(2) of the *Judicature Act*, RSA 2000, c J-2; and
3. Such further and other relief as counsel for KingSett may advise.

### **Grounds for Making this Application**

4. The Debtor was engaged in the business of developing and constructing a 112 unit rental residential apartment building together with approximately 19,000 square feet of ground floor retail space currently being constructed on a 3.32 acre site located at 403 Belvedere Gate NW, Edmonton (the "**Project**"). The Debtor is in default of its obligations to KingSett and is no longer entitled to receiver advances under its loan with KingSett. KingSett will only advance funds to the Trustee in accordance with the proposed order. It is in the best interests of the Debtor and its stakeholders that the Trustee be appointed to enable the Trustee to take possession of the Project, preserve and continue construction of same.

### **KingSett Loan**

5. KingSett and the Debtor entered into an amended and restated commitment letter, dated May 25, 2016 (the "**Commitment Letter**"), between KingSett, as lender, the Debtor, as borrower, and Beniamino Raimondi, BCM Developments Ltd., and Fortis LGS Structures Inc. (collectively, the "**Guarantors**"), as guarantors.
6. Pursuant to the Commitment Letter, KingSett made available to the Debtor a construction loan facility, in the maximum amount of \$17,000,000.

### **Security**

7. As security for the repayment of all amounts owing by the Debtor to KingSett and performance of the Debtor's obligations under the Commitment Letter, the Debtor executed and delivered, among others, the following security, each dated December 2, 2015:
  - (a) a land mortgage in the amount of \$26,250,000 as subsequently amended by a Land Mortgage Amending Agreement, dated June 14, 2016, and registered against title to the Lands; and

- (b) a General Security Agreement granting KingSett a security interest in and to all of the Debtor's present and after-acquired personal property situate upon or related to the Project.

**Alberta Personal Property Registry and Land Title Search Results**

- 8. KingSett perfected its security interests granted by registering:
  - (a) the Mortgage against the title to the Lands; and
  - (b) a financing statement in the personal property registry of Alberta.

**Default and Notices of Intention to Enforce Security**

9. KingSett has not advanced any funds to the Debtor since December 11, 2018, as a result of defaults committed by the Debtor, which include, but are not limited to, the registration of builders' liens.

10. The loan matured on September 1, 2018. KingSett agreed to forbear from taking steps to enforce until March 1, 2019. The Debtor did not repay KingSett on March 1, 2019 and, as a consequence, KingSett issued Notices of Intention to Enforce Security against the Debtor (and Guarantors) on March 1, 2019.

11. Based on the foregoing, the appointment of the Trustee is just and convenient, as well as necessary, in order to protect the interests of KingSett and to preserve and protect the security held by the various claimants with secured claims, provide a frame-work for construction to resume and allow go-forward decisions in respect of the Project to be made by a court-appointed officer, under the supervision of the court for the benefit of all stakeholders.

12. Such further grounds as counsel for KingSett may advise.

**Remedy Sought**

- 13. KingSett seeks the following relief as against the Debtor:
  - (a) the appointment of a trustee pursuant to s. 54 of the *Builders' Lien Act* and receiver and manager pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada) and section 13(2) of the *Judicature Act*, RSA 2000, c J-2;
  - (b) costs on a solicitor and own client full indemnity basis; and,

(c) such further and other relief as this Honourable Court may deem just.

**Material or evidence to be relied on:**

14. The Affidavit of Daniel Pollack, sworn on June 10, 2019, filed; and
15. Such further and other material as counsel for KingSett may advise and this Honourable Court may permit.

**Applicable rules:**

16. Rules 1.3, 6.3, 6.9, 11.27, 13.21(3), and 13.5 of the Alberta Rules of Court, Alta. Reg. 124/2010.
17. Such further and other rules as counsel for KingSett may advise and this Honourable Court may permit.

**Applicable acts and regulations:**

18. Section 54 of the *Builders' Lien Act*.
19. Section 243 of the BIA.
20. Section 13(2) of the *Judicature Act* (Alberta).
21. Such further and other acts and regulations as counsel for KingSett may advise or this Honourable Court may permit.

**Any irregularity complained of or objection relied on:**

22. There are no irregularities complained of or objections relied on.

**How the application is proposed to be heard or considered:**

23. KingSett proposes that the Application be heard in person with one, some, or all of the parties present.

**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 rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**SCHEDULE "A"**

COURT FILE NUMBER	1903-08169	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
PLAINTIFF	FORTIS LGS STRUCTURES INC.	
DEFENDANTS	STATION POINT DEVELOPMENTS LTD. and BCM DEVELOPMENTS LTD.	
DOCUMENT	<b>ORDER (APPOINTING BUILDERS' LIEN TRUSTEE AND RECEIVER AND MANAGER)</b>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MCCARTHY TÉTRAULT LLP 4000, 421 – 7 <sup>th</sup> Avenue SW Calgary, AB T2P 4K9 Attention: Sean Collins Phone: 403-260-3531 Fax: 403-260-3501 Email: scollins@mccarthy.ca	

**DATE ON WHICH ORDER WAS PRONOUNCED:** June 18, 2019  
**NAME OF JUDGE WHO MADE THIS ORDER:** Associate Chief Justice K.G. Nielsen  
**LOCATION OF HEARING** Edmonton, Alberta

**UPON** the application (the "**Application**") of KingSett Mortgage Corporation ("**KingSett**"), for an order appointing KSV Advisory Inc. as receiver and manager and trustee, to act in respect of the hereinafter described assets, properties and undertakings of Station Point Developments Ltd. (the "**Company**"); **AND UPON** reading the Application, the Affidavit of Daniel Pollack sworn June 10, 2019 (the "**Pollack Affidavit**"); **AND UPON** noting the consent of KSV Advisory Inc. to act as Trustee (as hereinafter defined); **AND UPON** hearing the submissions of counsel for KingSett and any other persons present;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of the Application and all supporting materials be and are hereby abridged and that this application is properly returnable today.

2. KSV Advisory Inc. be and it is hereby appointed trustee pursuant to s. 54 of the *Builders' Lien Act* and receiver and manager pursuant to s. 13(2) of the *Judicature Act*, RSA 2000 c. J-2 and s. 243 of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 (in all such capacities hereinafter collectively referred to as the "Trustee") without security of all the lands and premises legally described as:

Firstly

PLAN 0924862  
BLOCK 3  
LOT 1  
CONTAINING 1.345 HECTARES (3.32 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:                            HECTARES      (ACRES) MORE OR LESS  
A) PLAN 1821512 – SUBDIVISION            0.53              1.31  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Secondly

PLAN 1821512  
BLOCK 3  
LOT 2  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.53 HECTARES (1.31 ACRES) MORE OR LESS

(the "**Mortgaged Lands**"), and the undertakings, properties and assets of the Company situated upon or relating to the Mortgaged Lands (together with the Mortgaged Lands, and including all proceeds thereof, the "**Property**"). In this order, the term "**Mortgage**" means the mortgage dated December 2, 2015 between Kingsett and the Company and registered against title to the Mortgaged Lands as Instrument No. 162 007 723 as amended by amending agreement dated June 11, 2016 and registered against title to the Mortgaged Lands by caveat bearing Instrument No. 162 179 259, all as may be amended, restated or supplemented from time to time.

3. The Company, its present and former officers, directors, solicitors, agents, managers, employees, servants, shareholders, members, any persons acting on their instructions and on their behalf and all other persons having notice of this Order, shall forthwith deliver to the Trustee without charge all the Property within their possession or control (including, without limiting the foregoing, all cash on hand, postdated cheques or remittances of any kind relating to the Property) and, upon the request of the Trustee, all books, accounting records, documents, contracts, tenancy agreements, deeds, papers, records, computer records and accounts of every kind relating thereto, and all of the aforesaid persons are

hereby restrained and enjoined from disturbing or interfering with the Trustee and with the exercise by the Trustee of its powers and the performance by the Trustee of its duties hereunder.

4. If any records relating to the Property are stored in a computer (which term shall include any electronic data processing system) accessible to any of the persons referred to in paragraph 3 of this Order, such persons shall, at the request of the Trustee, give the Trustee, access to and assistance in retrieving such information in such manner as the Trustee in its discretion considers reasonable and expedient.
5. The Trustee be and it is hereby authorized and empowered to perform or do any or all acts or things that in its opinion are necessary or desirable for the purposes of receiving, preserving, protecting, completing construction or realizing on the Property, or any part or parts thereof, and that, without limiting the generality of the foregoing, the Trustee be and it is hereby authorized and empowered, but not obligated, to do the following until further Order of the Court:
  - (a) to advance (in part or through to completion) the construction of the project known as Station Pointe Phase 1 and 2 located at 403 Belvedere Gate, Edmonton, Alberta;
  - (b) to manage, operate and carry on the business of the Company relating to the Property, including the power to enter into any agreements, including, without limiting the generality of the foregoing, the ability to enter into an agreement with a general contractor or other contractors, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Company relating to the Property;
  - (c) to enter into the Facility Agreement attached as Exhibit "R" to the Pollack Affidavit;
  - (d) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of 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;



- (e) to do all things necessary or desirable to market and sell the Property and, in such case, to apply for a vesting order or orders for all or any part of the Property to the extent deemed necessary or advisable by the Trustee;
- (f) to obtain possession and control of all funds of the Company, including funds held in any bank account at any financial institution and funds held in trust for or on behalf of the Company relating to the Property, including any trust funds as may be held in any solicitor's trust account;
- (g) to execute in the name of and on behalf of the Company all necessary bills of sale, conveyances, deeds and documents of whatsoever nature which the Trustee considers to be necessary or incidental to the exercise of the powers granted hereunder;
- (h) to invoice, receive and collect all monies now or hereinafter due or owing to the Company in respect of the Property, and to exercise all remedies of the Company in collecting such monies;
- (i) to settle, extend or compromise any indebtedness owing to or by the Company in respect of the Property;
- (j) to apply for any permits, licenses, approvals or permissions or any renewals hereof on behalf of the Company in relation to the Property or as may be required by any government or regulatory authority;
- (k) to execute such powers of attorney or documents in the name of and on behalf of the Company in relation to the Property. Any such powers of attorney or documents so executed by the Trustee shall have the same force and effect as if executed by the Company;
- (l) to obtain any necessary appraisals of the Property or any part or parts thereof;
- (m) to take steps for the preservation and protection of the Property, including without restricting the generality of the foregoing (i) the right to make repairs and improvements to the Property or any parts thereof; and (ii) the right to make payments for ongoing services in respect of the Property;

- (n) to purchase or lease such machinery, equipment, premises or other assets or supplies as may be necessary or desirable in the opinion of the Trustee;
- (o) to register notice of this Order against title to the Mortgaged Lands, and when submitted by the Trustee for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles of Alberta shall accept all Affidavits of Corporate Signing Authority submitted by the Trustee in its capacity as Trustee of the Company and not in its personal capacity;
- (p) to report to, meet with and discuss with such affected Person (as hereinafter defined) as the Trustee deems appropriate all matters relating to the Property, and to share information, subject so such terms as to confidentiality as the Trustee deems advisable;
- (q) to terminate or consent to the termination of any contracts or agreements to which the Company is a party or in respect of the Property; and
- (r) to take any steps, enter into any agreements or incur any obligations necessary or reasonably incidental to the exercise of the powers granted to the Trustee pursuant to this Order, whether in the name of the Company or otherwise, including, without limitation, entering into banking arrangements and to join in and execute, assign, issue, endorse and negotiate cheques, drafts, bills of exchange and other instruments;

and in each case where the Trustee takes any such action or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of 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**"), including the Company, and without interference from any other Person.

6. All Persons be and are hereby enjoined from disturbing or interfering with the possession, control or use by the Trustee of the Property, or any part or parts thereof, and with the exercise of the powers and authority of the Trustee conferred hereunder. No suits, actions,

applications nor any legal, administrative or other proceedings, nor any self-help remedy, or any other acts, proceedings or remedies, whether private or otherwise, including without limitation, the exercise of any right of set-off and the commencement or continuation of any proceedings or actions shall be taken or continued against the Company, the Trustee or against the Property, or any part or parts thereof, except with the prior written consent of the Trustee or by order of this Court first being obtained, upon at least seven days' notice to the Trustee. Nothing herein shall prevent any action, application, or other proceeding against the Company to preserve and perfect any builders' lien claims in respect of the Property, provided however that no further steps shall be taken in respect of such builders' lien claims without leave of the Court.

7. Without limiting the generality of any of the provisions hereof, no Person claiming an interest in the Property, or any part or parts thereof, shall be at liberty to exercise any rights in respect of such interest, including, without limitation, any right to possession of such Property, or any part or parts thereof, except with the prior written consent of the Trustee or an order of this Court first being obtained on at least seven days' notice to the Trustee.
  
8. Without limiting the generality of any of the provisions hereof, except with the prior written consent of the Trustee or an order of this Court first being obtained on at least seven days' notice to the Trustee, all Persons, including utilities, suppliers of raw materials and goods, suppliers of services, contractors and any equipment lessors (collectively, the "**Suppliers**"), be and are hereby restrained and enjoined from varying, amending, terminating, cancelling, breaching or altering any agreements or arrangements with the Company in respect of the Property, whether or not reduced to writing. In addition, without limiting the generality of the foregoing, the Suppliers are enjoined from disturbing, discontinuing, cutting-off or interfering with any source of supply or utilities or services, including but not limited to the furnishing of construction and building supplies, fuel, gas, oil, heat, electricity and water to the Company in respect of the Property and are hereby restrained and enjoined from terminating or cancelling any agreements with, or cutting-off, discontinuing or altering any such utilities or services to the Trustee, subject to the obligation of the Trustee to pay for such utilities or services provided to the Trustee subsequent to the use of the Property by the Trustee, and to pay for goods supplied at the request of the Trustee subsequent to the date of this order.

9. The Suppliers shall continue to perform and observe any terms, conditions and provisions contained in any agreement or arrangement with the Company in respect of the Property, including, without limitation, agreements for insurance, subject to the obligation of the Trustee to pay for goods and services requested by the Trustee to be supplied to the Trustee for the period commencing with the date of this order.
10. The Trustee shall be at liberty to appoint, employ or retain such agents, employees, experts, auditors, accountants, managers, solicitors and counsel, including legal counsel, and such other persons to provide to it assistance from time to time, as it may consider necessary or desirable for purposes of receiving, preserving, protecting or realizing on the Property, or any part or parts thereof, or generally exercising the powers and duties conferred upon the Trustee by this Order. Any expenditure which shall be properly made or incurred by the Trustee in the performance of its duties or the exercise of its powers or authority granted by this Order, including the fees of the Trustee and the fees and disbursements of its legal counsel on a solicitor and his own client basis, shall be secured by way of a fixed and specific charge, which shall rank in priority to all security interests, mortgages, liens, builders' liens, charges and other encumbrances of any kind held by any Person on, in or to the same, whether or not registered.
11. The Trustee shall pass its accounts from time to time and shall pay the balances in its hands as this Court may direct. The Trustee shall be at liberty monthly or from time to time to apply reasonable amounts from monies received or borrowed by it against its reasonable fees and disbursements, including reasonable solicitors fees and disbursements, both before and after the making of this Order, and such amounts so applied against its fees shall constitute advances against its remuneration when determined by this Court.
12. The Trustee be at liberty and it is hereby empowered to borrow in accordance with the Facility Agreement, by way of further advances under the Mortgage such that the aggregate principal amount under the mortgage does not exceed the all-inclusive amount of \$17,000,000, for the purpose of exercising the powers and duties conferred by this Order, including interim expenditures. The whole of the Property and all monies and proceeds of realization received in respect thereof or relating thereto shall be secured by way of a fixed and specific charge as security for the payment of monies borrowed, together with interest and charges thereon, which shall rank in priority to all security

interests, mortgages, liens, builders' liens, charges, caveats and other encumbrances held by any Person on, in or to the same, whether or not registered, but subject to the right of the Trustee and its legal counsel to be indemnified from the Property and all monies and proceeds of realization received in respect thereof for their fees, disbursements, liabilities and expenses properly incurred.

13. The Trustee may from time to time apply to this Court for direction and guidance in the discharge of its powers and duties hereunder or for the determination of the Court on any matter affecting the Property or the determination of relative claims or interests in and to the Property.
14. Any interested person may apply to this Court to vary, alter or amend this Order or any further Order as may be appropriate upon giving at least seven clear days' notice to the Trustee.
15. The Trustee be and is hereby indemnified out of the Property from and against all liabilities arising out of the due and proper performance of its duties as Trustee pursuant to the terms of this Order, save and except for any gross negligence or wilful misconduct on the part of the Trustee with respect to such duties and the Trustee shall have a charge on the Property for such indemnity in priority to all security, charges and encumbrances affecting the Property.
16. Subject to employees' rights to terminate their employment, all employees of the Company shall remain the employees of the Company until such time as the Trustee, on the Company's behalf, may terminate the employment of such employees. The Trustee is hereby declared not to be and shall not be deemed to be the employer of any of the employees of the Company and shall not be liable to any of the employees of the Company or any other person, corporation, governmental authority or regulatory agency for any employee-related liabilities, including any successor-employer liabilities, wages, severance pay, termination pay and vacation pay, pension obligations or any other obligations whatsoever owing by the Company to or in respect of its employees or to others except such wages or other obligations arising subsequent to this order that the Trustee may specifically agree in writing to pay.
17. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Trustee shall be entitled to disclose personal

information of identifiable individuals to prospective purchasers or bidders for the 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 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 Trustee, or in the alternative destroy all such information and shall provide evidence of same to the Trustee. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Company, and shall return all other personal information to the Trustee, or ensure that all other personal information is destroyed and shall provide evidence of same to the Trustee.

18. (a) Notwithstanding anything in any federal or provincial law, the Trustee is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
  - (i) before the Trustee’s appointment; and
  - (ii) after the Trustee’s appointment unless it is established that the condition arose or the damage occurred as a result of the Trustee’s gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Trustee 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 Trustee to remedy any environmental condition or environmental damage affecting the Property, the Trustee 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, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Trustee, if the order is in effect when the Trustee is appointed, or during the period of the stay referred to in clause (ii) below, the Trustee:

- 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 Trustee, if the order is in effect when the Trustee is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Trustee 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
- (d) if the Trustee 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.
19. The Company shall be entitled at any time to complete a financing in an amount sufficient to indefeasibly repay in cash all obligations outstanding to: (i) KingSett including, without limitation, all of KingSett's accrued interest in addition to all costs provided for in the Mortgage and other loan and security documents held by KingSett, including legal costs on a full indemnity basis; and (ii) the Trustee and its counsel, on account of their fees, disbursements, liabilities and expenses, and upon such repayment being made, to apply to Court on notice to all interested parties for an order discharging the Trustee on such terms as this Court may order.
20. No person shall commence or continue any proceedings against the Trustee without first obtaining the written consent of the Trustee or leave of this Court.
21. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Trustee 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. The Trustee's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.

22. KingSett shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of KingSett's security or, if not so provided by KingSett's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis.

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Justice of the Court of Queen's Bench of Alberta