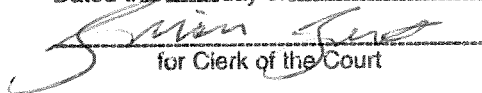


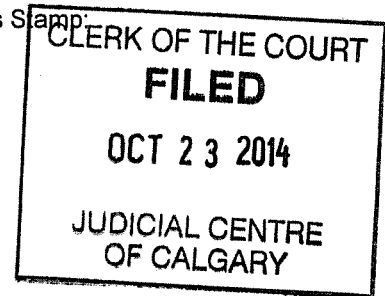
I hereby certify this to be a true copy of

the original Order

Dated this 23 day of October 2014


for Clerk of the Court

Clerk's Stamp



COURT FILE NUMBER 1401-02047

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANT

1050999 ALBERTA LTD.

PARTY FILING THIS DOCUMENT

ERNST & YOUNG IN ITS CAPACITY AS THE COURT
APPOINTED RECEIVER AND MANAGER OF
1050999 ALBERTA LTD.

DOCUMENT

ORDER CONFIRMING SALE AND VESTING TITLE

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

Ray C. Rutman and Ryan. F.T. Quinlan
Dentons Canada LLP
2900 Manulife Place
10180 - 101 Street
Edmonton, Alberta T5J 3V5
Ph. (780) 423-7246 Fx. (780) 423-7276
File No.: 533312-2/RCR

DATE ON WHICH ORDER WAS PRONOUNCED:	October 23, 2014
LOCATION WHERE ORDER WAS PRONOUNCED:	Calgary, Alberta
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Madame Justice J. Strekaf

UPON THE APPLICATION of ERNST & YOUNG IN ITS CAPACITY AS THE COURT APPOINTED RECEIVER AND MANAGER ("RECEIVER") OF 1050999 ALBERTA LTD. ("105"); AND UPON READING the Receivership Order previously granted in the proceedings on March 12, 2014 (the "Receivership Order"); AND UPON READING the Order previously granted in the proceedings on May 12, 2014 (the "Sales Approval Order"); AND UPON READING the Second Report of the Receiver and the Confidential Supplement to the Second Report of the Receiver; AND UPON HAVING READ the pleadings and proceedings had and taken herein; AND UPON IT APPEARING that the Receiver's conduct as reported in the Second Report is reasonable and appropriate in the circumstances; AND UPON CONSIDERING the offer to purchase referred to in the Second Report of the Receiver and the Supplement to the Second Report of the Receiver; AND UPON HEARING from counsel for each of the Receiver and Royal Bank of Canada ("RBC"); AND UPON BEING ADVISED that Shemina Financial Corporation, Aman Building Corporation and Shiraz Jiwani take no position with respect to this Application; **IT IS HEREBY ORDERED THAT:**

1. The time for service of the notice of application for this Order is hereby abridged and service thereof is deemed good and sufficient on all interested persons.
2. The conduct of the Receiver since May 7, 2014 is hereby approved.
3. In this Order the subject lands are the following:

See Schedule "A" to this Order.

(which are herein collectively referred to as the "Lands")

4. The Offer to Purchase submitted by Waymarker Developments Inc. (the "Purchaser") for the purchase of the Lands is hereby approved and accepted and any deposit of the Purchaser held by the Clerk of the Court shall be forwarded to the Receiver's counsel. Any deposit of the Purchaser held by the judicial listing real estate agent, less commission payable, shall be forwarded to the Receiver's counsel. All other offers are hereby rejected and all deposits received from any other offerors shall be returned to them immediately.
5. The Purchaser shall, on or before the 21st day of November, 2014 (the "Closing Date") either pay to the Receiver's counsel the adjusted purchase price, or enter into reasonable conveyancing arrangements satisfactory to the Receiver'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 pursuant to paragraph 9 of this Order.
6. The Purchaser shall self-assess and remit directly to the Receiver General of Canada any GST payable pursuant to subsection 228(4) of the *Excise Tax Act (Canada)*, in connection with the purchase of the Lands, if any.
7. The Purchaser shall indemnify and save harmless the Receiver its officers, directors, successors and assigns, from any GST, penalty, interest or other amounts which may be payable by or assessed against the Plaintiff under the *Excise Tax Act (Canada)* as a result of or in connection with its failure to collect and remit any GST applicable on the sale and conveyance of the Lands to the Purchaser by the Receiver.
8. The Receiver is authorized to utilize the proceeds of sale of the Lands to satisfy any obligations for the payment of commissions and to pay property taxes, condominium fees or condominium assessments levied against or owing in respect of the Lands.
9. The Defendants, any tenants, and any other occupants shall, on or before the Closing Date deliver up to the Purchaser vacant possession of the Lands. Service of this Order may be made on the occupants by posting same on the main entrance door to the Lands. A Civil Enforcement Agency has authority, after service of this order has been effected, to evict any occupant of the Lands on the later of the aforesaid date or 20 days after the posting has occurred.
10. Upon written confirmation from the Receiver's lawyer 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 Titles to the mortgaged lands and shall issue a new Certificate of Titles in the name of:

Waymarker Developments Inc.
3408-114 Avenue SE
Calgary, AB, T2X 3V6

(or such other transferee as directed by the Receiver's counsel in correspondence sent to the Registrar of Land Titles at the time this order is submitted for registration) free and clear of all financial encumbrances, but subject to:

- (a) the Caveat registered in the Land Titles Office as registration number 001 322 028;
- (b) the Easement registered in the Land Titles Office as registration number 011 213 765;
- (c) the Caveat registered in the Land Titles Office as registration number 071 068 819;

- (d) the Caveat registered in the Land Titles Office as registration number 071 107 810;
- (e) the Caveat registered in the Land Titles Office as registration number 071 500 837;
- (f) the Caveat registered in the Land Titles Office as registration number 071 512 613;

as they may appear on each respective Certificate of Title to the Lands, and as nothing in this Order constitutes a direction to the Registrar of Titles to issue the Certificate of Titles to the Lands free and clear of the registrations enumerated in (a) to (f) of this paragraph.

11. Any interest in the Lands of the Defendant, anyone claiming through the Defendant, or any other subordinate financial encumbrancer is hereby extinguished.
12. The proceeds of the sale of the Lands completed pursuant to this Order shall stand in the place and stead of the Lands and all security, claims and interests against the Lands existing immediately prior to any sale shall, irrespective of whether such claims or interests have been removed, vacated, discharged or partially discharged from any registry in order to facilitate the sale authorized by this Order shall be deemed to apply to the proceeds of the sale of the Lands, and all priorities with respect to such security, claims or interests which existed against the Lands immediately prior to their sale shall apply, *mutatis mutandis* to proceeds of the sale of the Lands pursuant to this Order.
13. Nothing in this Order constitutes a determination of the efficacy or priority of any claim or interest removed or vacated from the Certificates of Title to the Lands by this Order.
14. Compliance with Rule 9.34(4) and the requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a), are hereby waived.
15. The Registrar of Land Titles shall comply with this Order forthwith notwithstanding Section 191(1) of the *Land Titles Act*, R.S.A. 2000 c L-4.
16. The Confidential Supplement to the Second Report of the Receiver is hereby sealed pending completion of the sale approved by this Order or further Order of the Court. The Clerk of the Court is hereby directed to file the Confidential Supplement to the Second Report of the Receiver, this Order, any Clerk's notes of the oral representations of counsel made pursuant to this Application, and any transcript arising therefrom in a sealed envelope with an attached notice that sets out the title of these proceedings, a description of the documents contained therein and a statement that the envelope's contents are sealed pursuant to this Order.
17. No person other than an employee or contractor employed or engaged by Transcript Management Services shall be provided with access to the FTR recording of the proceedings giving rise to this Order and no transcript shall be made of the proceedings giving rise to this Order absent the consent of the Receiver or an Order of this Honourable Court granted on notice to the Receiver.
18. This Order is to remain in effect until a letter is provided to the Clerk of the Court by counsel for the Receiver with confirming that the sale approved by this Order has been completed and title to the Lands have vested in the Purchaser or its nominee in accordance with the terms of this Order, or further Order of this Honourable Court.
19. Service this Order and any others applications, Affidavits or other documents in these proceedings may be effected upon:
 - (a) Royal Bank of Canada by way of e-mail transmission to its solicitor Adam C. Maerov at adam.maerov@mcmillian.ca;

- (b) 105, Shemina Financial Corporation, Aman Building Corporation and Shiraz Jiwani by way of e-mail transmission to their solicitor Darren R. Bieganeck, Q.C. at dbieganeck@dcllp.com;
- (c) Colliers by way of e-mail transmission to Richard Schwann at dick.schwann@colliers.com; and
- (d) Waymarker Developments Inc. by way of e-mail transmission to Locklynn T. Craig at lockey@waymarker.ca

and such service shall be deemed good and sufficient and further service of this Order is hereby dispensed with.

"J. Storka"

JUSTICE OF THE COURT OF QUEEN'S
BENCH OF ALBERTA

SCHEDULE "A"

Condominium Plan 0912188
Unit 23
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 25
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 39
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 41
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 43
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 45
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 67
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 79
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 82
And 2 Undivided One Ten Thousandth Shares In
The Common Property

Condominium Plan 0912188
Unit 24
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 26
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 40
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 42
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 44
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 46
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 78
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 80
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 83
And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 84

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 103

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 106

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 108

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 133

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 137

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 248

And 53 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 263

And 115 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 265

And 143 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 85

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 105

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 107

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 132

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 136

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 191

And 2 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 262

And 143 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 264

And 115 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188

Unit 266

And 143 Undivided One Ten Thousandth Shares In
The Common Property

Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 269
And 157 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 299
And 130 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 301
And 167 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 346
And 125 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 348
And 127 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 68
And 2 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 298
And 130 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 300
And 130 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 312
And 100 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 347
And 143 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

Condominium Plan 0912188
Unit 349
And 104 Undivided One Ten Thousandth Shares In
The Common Property
Excepting Thereout All Mines And Minerals

(collectively referred to as the "Lands")