Clerk's Stamp:

CLERK OF THE COURT
FILED
OCT 17 2014
JUDICIAL CENTRE
OF CALGARY

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	**APPLICATION**
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) 423-7139 Fx. (780) 423-7276 File No.: 125665-8066/RCR

NOTICE TO RESPONDENTS

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	October 23, 2014
Time	11:00 a.m.
Where	Calgary Courts Centre 601 – 5 Street W.W. Calgary, Alberta T2P 5P7
Before Whom	The Honourable Madame Justice J. Strekaf

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

Remedy claimed or sought:

1. An Order:

   (a) abridging time for service and deeming service good and sufficient upon all interested persons, if necessary;

(b) approving sale and vesting title with respect to the Remaining Units (as subsequently defined);

(c) approving the activity of the Receiver since the First Report of the Receiver dated May 7, 2014; and

(d) temporarily treating as confidential, sealing and not forming part of the public record the Receiver's Confidential Supplement until the closing of the Revised Remaining Units Sale Agreement (as subsequently defined) or the further Order of this Honourable Court.

in the form of the draft Order attached as Appendix "A" to this Application or on such further and other terms as this Honourable Court may direct.

2. Such further and other relief as this Honourable Court may grant.

Grounds for making this application:

3. Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of 1050999 Alberta Ltd.'s ("105") assets, undertakings and property (the "Property") pursuant to an Order of this Honourable Court dated March 12, 2014 (the "Receivership Order").

4. The Receivership Order authorized the Receiver, among other things, to carry on the business of 105; to sell, convey, transfer, lease or assign the Property out of the normal course of business without Court approval in respect of any transactions not exceeding $600,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and to make such arrangements or agreements as deemed necessary by the Receiver.

5. A subsequent Order dated May 12, 2014 (the "Sales Approval Order") authorized the Receiver to also sell convey, transfer, lease or assign the Property out of the normal course of business without Court approval in respect of any transactions in which all persons holding secured financial encumbrances against the title to the specific condominium units being sold have consented to the sale or other disposition.

6. 105 is a real estate development company founded in 2003 by the Jiwani family to build a 145 unit, four level luxury hotel-condominium in Canmore, Alberta, known as the Grande Rockies Resort (the "GR Resort").

7. The GR Resort was built on land that was originally purchased by Aman Building Corporation ("Aman"), an entity related to 105, in 2001 for approximately $1.1 million and transferred at cost to 105 in 2003. 105 subsequently engaged Aman as general contractor and construction of the complex commenced in 2006.

8. As at the date of the Receiver's appointment, 105's Property were principally comprised of 24 units (the "Units") in the GR Resort including:

(a) Six furnished finished units, of which three are located on first floor and one on each of second, third and fourth floors (the "Furnished Units");

(b) Three unfurnished finished units, of which one is located on the first floor and two on the second floor; and

(c) 15 unfinished units located on the fourth floor.

9. Certain Units have already been sold.

10. With respect to the Remaining Units, the Receiver, with its Court-approved selling officer Colliers International Investment Group ("Colliers"), developed and implemented a "Unit Sales Process" which this Honourable Court approved in the Sales Approval Order.

11. Through the Unit Sales Process, the Receiver has made significant efforts to market the Remaining Units.

12. At the conclusion of the Unit Sales Process, six bids (the "Bids") were received by the bid deadline and one late bid (the "Late Bid") was received on August 15, 2014, two days after the Bid Deadline. Four of the Bids were for individual units, and two of the Bids were for the *en bloc* purchase of civic units 332, 401, 402, 403, 404, 405, 408, 409, 410, 411, 412, 413, 416, 417, 418, and 419, and their associated parking stall units (the "Remaining Units").

13. Colliers provided the Receiver with a copy of the Bids along with a summary (the "Bids Summary"). The Bid Summary included an analysis of the market and the Bids and recommended the acceptance of the *en bloc* bid from Waymarker Developments Inc. ("Waymarker") of $2.27 million for the Remaining units (the "Waymarker Bid").

14. The Receiver determined that the Waymarker Bid was the best offer following a review of the Bids and Bids Summary, and consultations with Colliers.

15. The Receiver, with the assistance of the Colliers, negotiated with Waymarker acceptable terms for the purchase of the Remaining Units leading to the execution of an asset sale agreement on September 10, 2014 (the "Remaining Units Sale Agreement").

16. The Remaining Units Sale Agreement Conditions were to be waived by October 1, 2014.

17. On October 1, 2014, Waymarker indicated that it would not waive the Remaining Units Sale Agreement Conditions and would not proceed with the Remaining Units Sale Agreement in its current form. Waymarker indicated that the reason it would not waive the Remaining Units Sale Agreement Conditions was due to both longer than anticipated time and higher than anticipated costs to finish the Unfinished Units.

18. Also on October 1, 2014, Waymarker presented a revised offer (the "Revised Remaining Units Sale Agreement").

19. In consultation with Colliers, the Receiver accepted the Revised Remaining Units Sale Agreement, subject to the approval of this Honourable Court.

20. Colliers recommended that the Receiver accept the Revised Remaining Units Sale Agreement.

21. The Receiver is of the view that the purchase price for the Remaining Units is fair and reasonable and that acceptance of the Revised Remaining Units Sale Agreement and completion of the transaction contemplated by the Offer is in the best interest of the estate of 105.

22. The Receiver believes that the Revised Remaining Units Sale Agreement maximizes the recovery to the 105 creditors.

23. The Receiver submits that:

    (a) it has made a sufficient effort to obtain the best price and has not acted improvidently;

    (b) the sale to Waymarker is in the interests of all the parties;

(c) the process by which offers were obtained was one characterized by efficacy and integrity; and

(d) there was no unfairness in the working out of the process.

24. RBC has confirmed to the Receiver that it will consent to remove its secured financial encumbrances registered against the title of the Remaining Units in order to allow the Revised Remaining Unit Sale Agreement to close. However, Mr. Jiwani and Aman have not agreed to voluntarily remove Aman's secured financial encumbrances registered against the titles of the Remaining Units.

25. This Honourable Court may seal or partially seal a Court file and any Restricted Court Access Application is governed by Division 4 of Part 6 of the *Alberta Rules of Court.*

26. The Receiver is concerned that in the event the Revised Remaining Units Sale Agreement does not close for any reason, the disclosure of the details of the Remaining Units Sale Agreement and the Revised Remaining Units Sale Agreement may negatively affect the Receiver and 105's efforts and abilities to remarket the Remaining Units.

27. As a result, Restricted Court Access Order (Sealing Order) is necessary and appropriate with respect to the Confidential Supplement to the Receiver's Second report, as:

(a) it is necessary in order to prevent a serious risk to the proper administration of justice and bidding process because reasonably alternative measures will not prevent the risk; and

(b) the salutary effects of the publication ban outweigh the deleterious effects on the rights and interests of the parties and the public, including the effects on the right to free expression, the right of the accused to a fair and public trial, and the efficacy of the administration of justice.

28. Such further and other grounds as counsel for Receiver may advise and this Honourable Court may permit.

Material or evidence to be relied on:

29. The Receiver's First Report, Second Report and Confidential Supplement to the Second Report.

30. The pleadings and proceedings taken in this Action;

31. Such further and other material as Counsel may advise and this Honourable Court may permit.

Applicable Rules:

32. Rules 1.3, 1.4, 6.3, 6.5, 9.32, 9.34 and 9.35 of the *Alberta Rules of Court.*

Applicable Acts and Regulations:

33. Section 191 of the *Land Titles Act*, R.S.A. 2000, c. L-4, as amended.

34. *Bankruptcy and Insolvency Act*, sections 30(1)(a), 34, and 67.

35. *Bankruptcy and Insolvency Act, Rules* 3, 6, 11 and 13.

36. Such further and other authority as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

37. None.

How the Application is proposed to be heard or considered:

38. In person in open Chambers.

WARNING
If you do not come to Court either in person or by your lawyer, the Court may give the applicant 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 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.

APPENDIX "A"

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, Royal Bank of Canada ("RBC"), Shemina Financial Corporation, Aman Building Corporation and Shemina Jiwani; **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 Shemina Jiwani by way of e-mail transmission to their solicitor Darren R. Bieganek, Q.C. at dbieganek@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.

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 24
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 26
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 40
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 42
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 44
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 46
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 78
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 80
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
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 85
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 105
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 107
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 132
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 136
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 191
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 262
And 143 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 264
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

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 298
And 130 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 300
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 312
And 100 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 347
And 143 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 349
And 104 Undivided One Ten Thousandth Shares In The Common Property
Excepting Thereout All Mines And Minerals

(collectively referred to as the “Lands”)