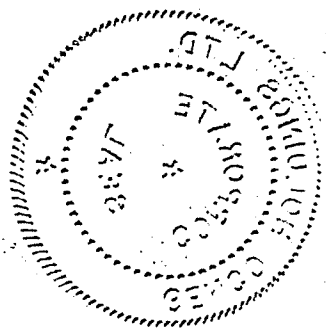
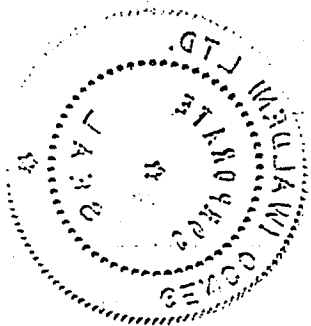




SCHEDULE "A"
THE LANDS

GENCO (WALDEN) LTD.

PARCEL 1: 19605 Walden Blvd SE, Calgary, Alberta

CONDOMINIUM PLAN 1711606
UNITS 1, 6, and 7
AND ALL APPLICABLE UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

GENCO HOLDINGS LTD.

PARCEL 1: 608 7 Street SW, Calgary, Alberta

CONDOMINIUM PLAN 9410576
UNITS 1 – 6 INCLUSIVE
AND ALL APPLICABLE UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 2: 735 6 Ave SW, Calgary, Alberta

PLAN A1
BLOCK 33
THE NORTH HALVES OF LOTS 1 AND 2 AND ALL OF LOTS 3 AND 4



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 645 489 1711606;1 171 169 370

LEGAL DESCRIPTION
CONDOMINIUM PLAN 1711606
UNIT 1
AND 1889 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;22;14;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 141 346 756

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

171 169 370 31/07/2017 CONDOMINIUM PLAN

OWNERS

GENCO (WALDEN) LTD.
OF SUITE 1100, 634 6TH AVENUE SW
CALGARY
ALBERTA T2P 0S4

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

191KX 02/09/1970 UTILITY RIGHT OF WAY
GRANTEE - ALBERTA GOVERNMENT TELEPHONES.
AS TO PORTION OR PLAN: 7465JK
"1.02 ACRES"

091 236 774 13/08/2009 UTILITY RIGHT OF WAY
GRANTEE - ENMAX POWER CORPORATION.
AS TO PORTION OR PLAN: 0913620

121 156 531 22/06/2012 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
171 169 370

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RESTRICTIVE COVENANT

131 143 762 18/06/2013 CAVEAT

RE : EASEMENT

141 150 422 17/06/2014 EASEMENT

AS TO PORTION OR PLAN:1411663
OVER AND FOR BENEFIT OF -
SEE INSTRUMENT

141 346 755 19/12/2014 CAVEAT

RE : RESTRICTIVE COVENANT

141 346 757 19/12/2014 CAVEAT

RE : SEE CAVEAT
CAVEATOR - 1124294 ALBERTA LIMITED.
C/O NORTON ROSE FULBRIGHT CANADA LLP
3700, 400-3 AVE SW
CALGARY
ALBERTA T2P4H2
AGENT - STEPHEN G RABY

181 014 671 18/01/2018 MORTGAGE

MORTGAGEE - MAYNBRIDGE CAPITAL INC.
1111 WEST HASTINGS STREET, SUITE 388
VANCOUVER
BRITISH COLUMBIA V6E2J3
ORIGINAL PRINCIPAL AMOUNT: \$18,000,000

181 014 672 18/01/2018 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 131 679 21/06/2018 MORTGAGE

MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 131 680 21/06/2018 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

171 169 370

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - DAVID E PRASOW.

191 057 584 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGSTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0037 645 539	1711606;6	171 169 370 +5

LEGAL DESCRIPTION
CONDOMINIUM PLAN 1711606
UNIT 6
AND 2521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;22;14;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 141 346 756

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
171 169 370	31/07/2017	CONDOMINIUM PLAN		

OWNERS

GENCO (WALDEN) LTD.
OF SUITE 1100, 634 6TH AVENUE SW
CALGARY
ALBERTA T2P 0S4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
191KX	02/09/1970	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES. AS TO PORTION OR PLAN: 7465JK "1.02 ACRES"
091 236 774	13/08/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN: 0913620
121 156 531	22/06/2012	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

171 169 370 +5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RESTRICTIVE COVENANT

131 143 762	18/06/2013	CAVEAT RE : EASEMENT
141 150 422	17/06/2014	EASEMENT AS TO PORTION OR PLAN:1411663 OVER AND FOR BENEFIT OF - SEE INSTRUMENT
141 346 755	19/12/2014	CAVEAT RE : RESTRICTIVE COVENANT
141 346 757	19/12/2014	CAVEAT RE : SEE CAVEAT CAVEATOR - 1124294 ALBERTA LIMITED. C/O NORTON ROSE FULBRIGHT CANADA LLP 3700, 400-3 AVE SW CALGARY ALBERTA T2P4H2 AGENT - STEPHEN G RABY
181 014 671	18/01/2018	MORTGAGE MORTGAGEE - MAYNBRIDGE CAPITAL INC. 1111 WEST HASTINGS STREET, SUITE 388 VANCOUVER BRITISH COLUMBIA V6E2J3 ORIGINAL PRINCIPAL AMOUNT: \$18,000,000
181 014 672	18/01/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - MAYNBRIDGE CAPITAL INC. SUITE 388, 1111 WEST HASTINGS STREET VANCOUVER BRITISH COLUMBIA V6E2J3 AGENT - NOLAN E RITZEL
181 131 679	21/06/2018	MORTGAGE MORTGAGEE - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
181 131 680	21/06/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

171 169 370 +5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - DAVID E PRASOW.

191 057 584 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGSTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
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APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 645 547 1711606;7 171 169 370 +6

LEGAL DESCRIPTION
CONDOMINIUM PLAN 1711606
UNIT 7
AND 3802 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;22;14;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 141 346 756

 REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

171 169 370 31/07/2017 CONDOMINIUM PLAN

OWNERS

GENCO (WALDEN) LTD.
OF SUITE 1100, 634 6TH AVENUE SW
CALGARY
ALBERTA T2P 0S4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

191KX 02/09/1970 UTILITY RIGHT OF WAY
 GRANTEE - ALBERTA GOVERNMENT TELEPHONES.
 AS TO PORTION OR PLAN:7465JK
 "1.02 ACRES"

091 236 774 13/08/2009 UTILITY RIGHT OF WAY
 GRANTEE - ENMAX POWER CORPORATION.
 AS TO PORTION OR PLAN:0913620

121 156 531 22/06/2012 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

171 169 370 +6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RESTRICTIVE COVENANT

131 143 762	18/06/2013	CAVEAT RE : EASEMENT
141 150 422	17/06/2014	EASEMENT AS TO PORTION OR PLAN:1411663 OVER AND FOR BENEFIT OF - SEE INSTRUMENT
141 346 755	19/12/2014	CAVEAT RE : RESTRICTIVE COVENANT
141 346 757	19/12/2014	CAVEAT RE : SEE CAVEAT CAVEATOR - 1124294 ALBERTA LIMITED. C/O NORTON ROSE FULBRIGHT CANADA LLP 3700, 400-3 AVE SW CALGARY ALBERTA T2P4H2 AGENT - STEPHEN G RABY
181 014 671	18/01/2018	MORTGAGE MORTGAGEE - MAYNBRIDGE CAPITAL INC. 1111 WEST HASTINGS STREET, SUITE 388 VANCOUVER BRITISH COLUMBIA V6E2J3 ORIGINAL PRINCIPAL AMOUNT: \$18,000,000
181 014 672	18/01/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - MAYNBRIDGE CAPITAL INC. SUITE 388, 1111 WEST HASTINGS STREET VANCOUVER BRITISH COLUMBIA V6E2J3 AGENT - NOLAN E RITZEL
181 131 679	21/06/2018	MORTGAGE MORTGAGEE - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
181 131 680	21/06/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

171 169 370 +6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - DAVID E PRASOW.

191 057 584 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGSTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

**ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 10:13 A.M.

ORDER NUMBER: 36920712

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0025 968 686	9410576;1	121 166 638

LEGAL DESCRIPTION
CONDOMINIUM PLAN 9410576
UNIT 1
AND 1665 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 513

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GENCO HOLDINGS LTD.
OF SUITE 1100, 634-6TH AVE SW
CALGARY
ALBERTA T2P 0S4

(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)

(DATA UPDATED BY: CHANGE OF ADDRESS 171143419)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
941 028 762	01/02/1994	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - THE CITY OF CALGARY. 12 FL, 800 MACLEOD TR SE CALGARY ALBERTA T2P2M5 AGENT - BRIAN R MUSGROVE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
121 166 638

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
171 058 694	14/03/2017	CAVEAT RE : ORDER PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE CITY OF CALGARY. LAW DEPT., MUNICIPAL BLDNG 12TH FLOOR, 800 MACLEOD TRAIL SE CALGARY ALBERTA T2P2M5 AGENT - CHERYL HAMILTON.
181 014 671	18/01/2018	MORTGAGE MORTGAGEE - MAYNBRIDGE CAPITAL INC. 1111 WEST HASTINGS STREET, SUITE 388 VANCOUVER BRITISH COLUMBIA V6E2J3 ORIGINAL PRINCIPAL AMOUNT: \$18,000,000
181 014 672	18/01/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - MAYNBRIDGE CAPITAL INC. SUITE 388, 1111 WEST HASTINGS STREET VANCOUVER BRITISH COLUMBIA V6E2J3 AGENT - NOLAN E RITZEL
181 142 564	04/07/2018	MORTGAGE MORTGAGEE - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
181 142 565	04/07/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6 AGENT - DAVID E PRASOW.
191 045 517	05/03/2019	MORTGAGE MORTGAGEE - ATB FINANCIAL. SUITE 600, 585 8TH AVE SW CALGARY ALBERTA T2P1G1 ORIGINAL PRINCIPAL AMOUNT: \$33,000,000
191 045 825	06/03/2019	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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CAVEATOR - BANCORP FINANCIAL SERVICES INC.

BOTH OF:

C/O BORDEN LADNER GERVAIS LLP

CENTENNIAL PLACE, EAST TOWER

1900, 520-3 AVE SW

CALGARY

ALBERTA T2P0R3

AGENT - PAUL TAYLOR

191 057 583 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

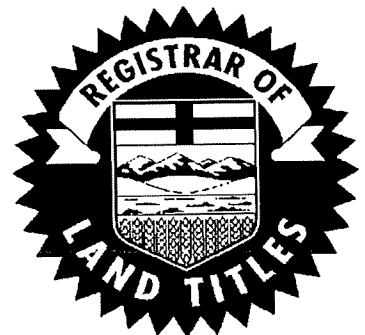
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0025 968 694	9410576;2	121 166 638 +1

LEGAL DESCRIPTION
CONDOMINIUM PLAN 9410576
UNIT 2
AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 514

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GENCO HOLDINGS LTD.
OF SUITE 1100, 634-6TH AVE SW
CALGARY
ALBERTA T2P 0S4
(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)
(DATA UPDATED BY: CHANGE OF ADDRESS 171143418)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
941 028 762	01/02/1994	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - THE CITY OF CALGARY. 12 FL, 800 MACLEOD TR SE CALGARY ALBERTA T2P2M5 AGENT - BRIAN R MUSGROVE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

121 166 638 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 014 671 18/01/2018 MORTGAGE
MORTGAGEE - MAYNBRIDGE CAPITAL INC.
1111 WEST HASTINGS STREET, SUITE 388
VANCOUVER
BRITISH COLUMBIA V6E2J3
ORIGINAL PRINCIPAL AMOUNT: \$18,000,000

181 014 672 18/01/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 142 564 04/07/2018 MORTGAGE
MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 142 565 04/07/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
AGENT - DAVID E PRASOW.

191 045 517 05/03/2019 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$33,000,000

191 045 825 06/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.
CAVEATOR - BANCORP FINANCIAL SERVICES INC.
BOTH OF:
C/O BORDEN LADNER GERVAIS LLP
CENTENNIAL PLACE, EAST TOWER
1900, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3
AGENT - PAUL TAYLOR

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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191 057 583	21/03/2019	CAVEAT
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RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

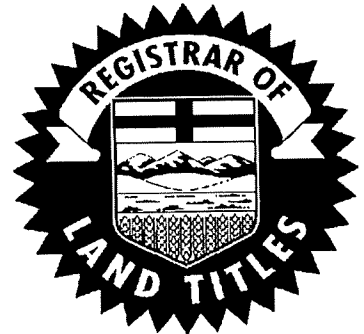
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0025 968 702 9410576;3 121 166 638 +2

LEGAL DESCRIPTION
CONDOMINIUM PLAN 9410576
UNIT 3
AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 515

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GENCO HOLDINGS LTD.
OF SUITE 1100, 634-6TH AVE SW
CALGARY
ALBERTA T2P 0S4

(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)
(DATA UPDATED BY: CHANGE OF ADDRESS 171143417)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
941 028 762	01/02/1994	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - THE CITY OF CALGARY. 12 FL, 800 MACLEOD TR SE CALGARY ALBERTA T2P2M5 AGENT - BRIAN R MUSGROVE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

121 166 638 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 014 671 18/01/2018 MORTGAGE
MORTGAGEE - MAYNBRIDGE CAPITAL INC.
1111 WEST HASTINGS STREET, SUITE 388
VANCOUVER
BRITISH COLUMBIA V6E2J3
ORIGINAL PRINCIPAL AMOUNT: \$18,000,000

181 014 672 18/01/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 142 564 04/07/2018 MORTGAGE
MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 142 565 04/07/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
AGENT - DAVID E PRASOW.

191 045 517 05/03/2019 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$33,000,000

191 045 825 06/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.
CAVEATOR - BANCORP FINANCIAL SERVICES INC.
BOTH OF:
C/O BORDEN LADNER GERVAIS LLP
CENTENNIAL PLACE, EAST TOWER
1900, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3
AGENT - PAUL TAYLOR

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

121 166 638 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

191 057 583 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0025 968 710 9410576;4 121 166 638 +3

LEGAL DESCRIPTION
CONDOMINIUM PLAN 9410576
UNIT 4
AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 516

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GENCO HOLDINGS LTD.
OF SUITE 1100, 634-6TH AVE SW
CALGARY
ALBERTA T2P 0S4

(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)

(DATA UPDATED BY: CHANGE OF ADDRESS 171143416)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
941 028 762	01/02/1994	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - THE CITY OF CALGARY. 12 FL, 800 MACLEOD TR SE CALGARY ALBERTA T2P2M5 AGENT - BRIAN R MUSGROVE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

121 166 638 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 014 671 18/01/2018 MORTGAGE
MORTGAGEE - MAYNBRIDGE CAPITAL INC.
1111 WEST HASTINGS STREET, SUITE 388
VANCOUVER
BRITISH COLUMBIA V6E2J3
ORIGINAL PRINCIPAL AMOUNT: \$18,000,000

181 014 672 18/01/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 142 564 04/07/2018 MORTGAGE
MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 142 565 04/07/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
AGENT - DAVID E PRASOW.

191 045 517 05/03/2019 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$33,000,000

191 045 825 06/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.
CAVEATOR - BANCORP FINANCIAL SERVICES INC.
BOTH OF:
C/O BORDEN LADNER GERVAIS LLP
CENTENNIAL PLACE, EAST TOWER
1900, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3
AGENT - PAUL TAYLOR

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

121 166 638 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

191 057 583 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGSTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

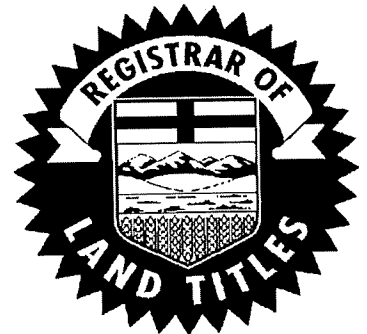
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0025 968 728	9410576;5	121 166 638 +5

LEGAL DESCRIPTION
CONDOMINIUM PLAN 9410576
UNIT 5
AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 517 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

Genco Holdings Ltd.
OF SUITE 1100, 634-6TH AVE SW
CALGARY
ALBERTA T2P 0S4

(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)

(DATA UPDATED BY: CHANGE OF ADDRESS 171143415)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
941 028 762	01/02/1994	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - THE CITY OF CALGARY. 12 FL, 800 MACLEOD TR SE CALGARY ALBERTA T2P2M5 AGENT - BRIAN R MUSGROVE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

121 166 638 +5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 014 671 18/01/2018 MORTGAGE
MORTGAGEE - MAYNBRIDGE CAPITAL INC.
1111 WEST HASTINGS STREET, SUITE 388
VANCOUVER
BRITISH COLUMBIA V6E2J3
ORIGINAL PRINCIPAL AMOUNT: \$18,000,000

181 014 672 18/01/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 142 564 04/07/2018 MORTGAGE
MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 142 565 04/07/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
AGENT - DAVID E PRASOW.

191 045 517 05/03/2019 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$33,000,000

191 045 825 06/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.
CAVEATOR - BANCORP FINANCIAL SERVICES INC.
BOTH OF:
C/O BORDEN LADNER GERVAIS LLP
CENTENNIAL PLACE, EAST TOWER
1900, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3
AGENT - PAUL TAYLOR

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

191 057 583 21/03/2019 CAVEAT

RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

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LAND TITLE CERTIFICATE

S

LINC

0025 968 736

SHORT LEGAL

9410576;6

TITLE NUMBER

121 166 638 +4

LEGAL DESCRIPTION

CONDOMINIUM PLAN 9410576

UNIT 6

AND 1667 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 517

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GENCO HOLDINGS LTD.

OF SUITE 1100, 634-6TH AVE SW

CALGARY

ALBERTA T2P 0S4

(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)

(DATA UPDATED BY: CHANGE OF ADDRESS 171143414)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
941 028 762	01/02/1994	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - THE CITY OF CALGARY. 12 FL, 800 MACLEOD TR SE CALGARY ALBERTA T2P2M5 AGENT - BRIAN R MUSGROVE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

121 166 638 +4

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 014 671 18/01/2018 MORTGAGE
MORTGAGEE - MAYNBRIDGE CAPITAL INC.
1111 WEST HASTINGS STREET, SUITE 388
VANCOUVER
BRITISH COLUMBIA V6E2J3
ORIGINAL PRINCIPAL AMOUNT: \$18,000,000

181 014 672 18/01/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 142 564 04/07/2018 MORTGAGE
MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 142 565 04/07/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
AGENT - DAVID E PRASOW.

191 045 517 05/03/2019 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$33,000,000

191 045 825 06/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.
CAVEATOR - BANCORP FINANCIAL SERVICES INC.
BOTH OF:
C/O BORDEN LADNER GERVAIS LLP
CENTENNIAL PLACE, EAST TOWER
1900, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3
AGENT - PAUL TAYLOR

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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191 057 583	21/03/2019	CAVEAT
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RE : AGREEMENT CHARGING LAND

CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.

C/O MLT AIKINS LLP

2100 LIVINGTON PLACE

222 - 3RD AVENUE SW

CALGARY

ALBERTA T2P0B4

AGENT - CHRIS HAHN

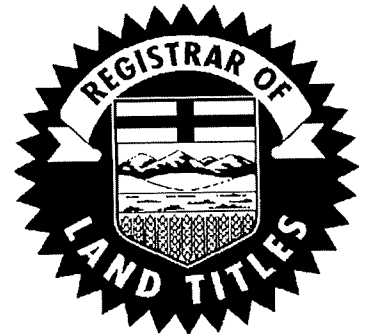
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
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2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

B
LINC SHORT LEGAL TITLE NUMBER
0031 797 913 SA1;33;1-4 121 166 638 +6

LEGAL DESCRIPTION

PLAN A1
BLOCK 33
THE NORTH HALVES OF LOTS 1 AND 2 AND ALL OF LOTS 3 AND 4

ATS REFERENCE: 5;1;24;16
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 061 294 536

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 638	04/07/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GENCO HOLDINGS LTD.
OF 302, 608 - 7 ST SW
CALGARY
ALBERTA T2P 1Z2
(DATA UPDATED BY: CHANGE OF ADDRESS 121227691)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
181 014 671	18/01/2018	MORTGAGE MORTGAGEE - MAYNBRIDGE CAPITAL INC. 1111 WEST HASTINGS STREET, SUITE 388 VANCOUVER BRITISH COLUMBIA V6E2J3 ORIGINAL PRINCIPAL AMOUNT: \$18,000,000
181 014 672	18/01/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

121 166 638 +6

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - MAYNBRIDGE CAPITAL INC.
SUITE 388, 1111 WEST HASTINGS STREET
VANCOUVER
BRITISH COLUMBIA V6E2J3
AGENT - NOLAN E RITZEL

181 142 564 04/07/2018 MORTGAGE
MORTGAGEE - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

181 142 565 04/07/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1523674 ALBERTA LTD.
1400, 707-7 AVENUE SW
CALGARY
ALBERTA T2P3H6
AGENT - DAVID E PRASOW.

191 045 517 05/03/2019 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$33,000,000

191 045 825 06/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD.
CAVEATOR - BANCORP FINANCIAL SERVICES INC.
BOTH OF:
C/O BORDEN LADNER GERVAIS LLP
CENTENNIAL PLACE, EAST TOWER
1900, 520-3 AVE SW
CALGARY
ALBERTA T2P0R3
AGENT - PAUL TAYLOR

191 057 583 21/03/2019 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - CROWN CAPITAL LP PARTNER FUNDING INC.
C/O MLT AIKINS LLP
2100 LIVINGTON PLACE
222 - 3RD AVENUE SW
CALGARY
ALBERTA T2P0B4
AGENT - CHRIS HAHN

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

121 166 638 +6

REGISTRATION

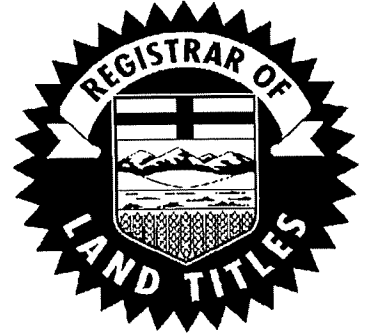
NUMBER DATE (D/M/Y) PARTICULARS

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF MARCH,
2019 AT 09:24 A.M.

ORDER NUMBER: 36919867

CUSTOMER FILE NUMBER: 562354/06



END OF CERTIFICATE

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is Exhibit "H" referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019



Notary Public
In and for the Province of Ontario

Lawrence A. Elliott



GENERAL ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT made as of the 22 day of December, 2017, between:

Genco Holdings Ltd. and Genco (Walden) Ltd.
(collectively and individually, the "Assignor").

-and-

MAYNBRIDGE CAPITAL INC.
(the "Assignee")

WHEREAS in order to further secure the payment and performance of the Obligations (as hereinafter defined), the Assignee has requested the Assignor to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Definitions

Unless there is something in the subject matter or text that is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Mortgage. In addition, the following terms shall have the following meanings:

"**Agreement**" means this agreement and all amendments made hereto by written agreement between the parties.

"**Mortgage**" means the charge or mortgage on the Property in the original principal amount of \$18,000,000.00, charging among other things, the interest of the Assignor in the Property, and including, but not limited to any schedules referred to therein or attached thereto, forming a part thereof, as the same may be amended, restated and/or supplemented or replaced from time to time.

"**Event of Default**" means a default by the Assignor under the Mortgage or any other default set out in the Credit Agreement or any other security granted in connection therewith.

"**Leases**" means the Assignor's interest as landlord in:

- i) every existing and future lease, sublease and agreement to lease, of the whole or any portion of the Property;
- ii) every existing and future tenancy, agreement as to use, occupation and licence in respect of the whole or any portion of the Property, whether or not pursuant to any written lease, sublease, agreement or licence;
- iii) every existing and future guarantee or indemnity of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Property; and
- iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Property.

"**Credit Agreement**" means the credit agreement dated as of December 22, 2017 between the Assignor, as borrower, and the Assignee, as lender, as the same may be amended, supplemented, extended, renewed, restated, replaced or superseded from time to time.

"Obligations" means all of the obligations, liabilities and indebtedness (present and future, absolute or contingent, matured or otherwise) of any kind whatsoever of the Assignor to the Assignee including, *inter alia*, pursuant to, in connection with or relating to the Credit Agreement or the Mortgage.

"Property" means the lands and premises described in Schedule "A" hereto, all buildings, structures, fixtures, and improvements of any nature or kind now or hereafter located on such lands (save for sales inventory of manufactured homes), and all Leases, Rents and all other appurtenances thereto.

"Rents" means all revenues, receipts, income, credits, deposits, profits, royalties, rents, additional rents, recoveries, accounts receivable and other receivables of any kind and nature whatsoever arising from or relating to the Property or any part thereof (including all amounts payable under any Lease).

"Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and such person's successors, legal personal representatives or permitted assigns.

2. Assignment

The Assignor hereby assigns, as security, to the Assignee, its successors and assigns, and grants a security interest in (as continuing collateral security for the Obligations) all of the Assignor's right, title, benefit and interest in and to the Leases (the **"Assigned Leases"**) and the Rents (the **"Assigned Rents"**), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Assigned Rents, and to exercise the rights of the Assignor with respect to the enforcement of the Assigned Leases and the payment of the Assigned Rents in the name of the Assignor. Notwithstanding such assignment, the Assignee will not be responsible or liable for any obligations of the Assignor in respect of the Leases.

3. Assignor Permitted to Collect Rents

The Assignor shall be permitted to collect and receive the Assigned Rents as and when they become due and payable according to the terms of each of the Leases unless and until an Event of Default has occurred and for so long as it remains outstanding and, thereafter, the Assignee gives notice to the Tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Assignee of the Assigned Rents, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Assigned Leases and the Assigned Rents and the immediate attachment thereof in accordance with the Credit Agreement. The Assignor may amend, modify, vary, alter or release the Leases in accordance with the terms of the Credit Agreement until the Mortgage and any other security become enforceable under the Credit Agreement.

4. Assignee Not Bound

Nothing in this Agreement shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this Agreement or its receipt of the Assigned Rents or any of them, become or be deemed a mortgagee in possession of the Property or of the interests assigned hereunder, and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or

any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them and the Assignee shall be liable to account only for such monies as shall actually come into its hands, less all reasonable costs and expenses and other proper deductions as allowed by law.

5. Excluded Collateral

Notwithstanding anything contained in this Agreement, the assignment contained herein shall not constitute an assignment of the right, title, interest and benefit of the Assignor in any of the Leases which require the consent of any third party to such assignment or which, if assigned, would give rise to a default or penalty (collectively the "Excluded Collateral"). In each such case, the Assignor shall forthwith, upon request, use its commercially reasonable efforts to obtain the necessary consent of any third party to the assignment contained herein in respect of any such Excluded Collateral and, upon such consent being obtained, the assignment contained herein shall apply to such Excluded Collateral without regard to this section 5 and without the necessity of any further assurance to effect the assignment contained herein in respect thereto. Until such consent is obtained, the Assignor shall, to the extent that it may do so by law or under the terms of the Excluded Collateral and without giving rise to any default or penalty, hold all right, title, benefit and interest to be derived therefrom in trust for the Assignee as additional security, as if the assignment contained herein applied, and shall deliver up such right, title, benefit and interest to the Assignee forthwith upon demand under the Mortgage or upon any other security becoming enforceable under the Credit Agreement.

6. Further Assurances

The Assignor shall from time to time execute and deliver such further assurances as may be reasonably required by the Assignee from time to time to perfect this Agreement and assignment.

7. Re-Assignment

It is understood and agreed that none of the rights or remedies of the Assignee under any other security granted to it in respect of the Obligations shall be delayed or in any way prejudiced by this Agreement, and that following registration of a discharge of the Mortgage, this Agreement and assignment shall be of no further force and effect and such registration of that discharge shall be deemed to be a reassignment of this Agreement and assignment in favour of the Assignor.

8. Notice

Any notice, demand or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by telecopy, telefax or other electronic means of communication, addressed to the respective party as follows:

- i) to the Assignor at:

GENCO HOLDINGS LTD.

Suite 1100, 634 – 6th Avenue S.W.

Calgary, AB T2P 0S4

Attention : Mr. Pali Bedi

Facsimile : ()

ii) to the Assignee at:

MAYBRIDGE CAPITAL INC.
Suite 388, 1111 West Hastings Street
Vancouver, BC V6E 2J3
Attention : Warren Miller
Email : warren@kbcapital.ca

or to such other address or telex number, telecopy number or telefax number as any party may from time to time notify the others in accordance with this Section 8. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by facsimile or other electronic means of communication, on the first business day following the transmittal thereof.

9. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Governing Law

This Agreement shall be governed in all respects by the laws of the Province or Territory where the Property is situated and the laws of Canada applicable therein and shall be treated in all respects as a contract of that Province or Territory.

11. Continuing Collateral Security

This Agreement shall be held by the Assignee as general and continuing collateral security to the Assignee for the Obligations. This Agreement and the assignments granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Assignee and this Agreement will remain in full force and effect until re-assigned and discharged by the Assignee.

12. Conflict

To the extent that there is any conflict or inconsistency between this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall prevail. Notwithstanding the foregoing, in the event that this Agreement contains remedies which are in addition to the remedies set forth in the Credit Agreement or Mortgage, the existence of such remedies shall not constitute a conflict with the terms of this Agreement.

13. Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

14. Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

15. Relationship of Parties

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

16. Sections and Headings

The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Sections are to Sections of this Agreement.

17. Extended Meaning

In this Agreement words importing the singular number also include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

18. Future Lease Interests

The Assignor covenants and agrees that if and to the extent that its right, title, estate or interest in any Lease or Rents is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to the Assignor's interest in any such Lease or Rents at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Lease or Rents shall be absolute, fixed and specific.

19. Joint and Several

In the event there is more than one Assignor hereunder, the terms, conditions and other obligations of each Assignor hereunder shall be joint and several.

20. Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to a person to whom the Assignee may also assign its rights under the Credit Agreement to the same extent, and on and subject to the same terms and conditions, as the Assignee may assign its rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

[remainder of page intentionally left blank – signature page to follow]

IN WITNESS WHEREOF the Assignor has executed this Agreement as of the date and year first written above.

GENCO (WALDEN) LTD.

By: _____

Name:

Title:

Pali Berli
President

(c/s)

By: _____

Name:

Title:

GENCO HOLDINGS LTD.

By: _____

Name:

Title:

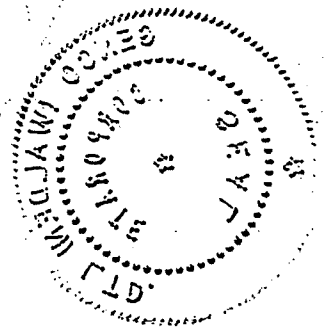
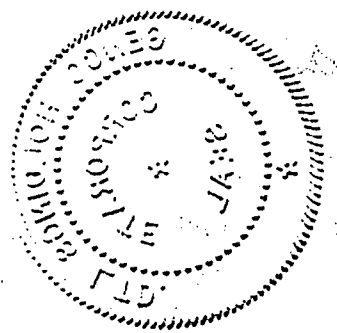
Pali Berli
President

(c/s)

By: _____

Name:

Title:



SCHEDULE "A"
Legal Description of Property

GENCO (WALDEN) LTD.

PARCEL 1: 19605 Walden Blvd SE, Calgary, Alberta

CONDOMINIUM PLAN 1711606
UNITS 1, 6, and 7
AND ALL APPLICABLE UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

GENCO HOLDINGS LTD.

PARCEL 1: 608 7 Street SW, Calgary, Alberta

CONDOMINIUM PLAN 9410576
UNITS 1 – 6 INCLUSIVE
AND ALL APPLICABLE UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

PARCEL 2: 735 6 Ave SW, Calgary, Alberta

PLAN A1
BLOCK 33
THE NORTH HALVES OF LOTS 1 AND 2 AND ALL OF LOTS 3 AND 4

This is Exhibit "I" referred to
in the Affidavit of Stephen Davies
Sworn before me this 25th day of March, 2019



Notary Public
In and for the Province of Ontario

Lawrence A. Elliott



GUARANTEE AND INDEMNITY

PALI BEDI, TARLOK TATLA, JASBIR HANS,
SOLO LIQUOR HOLDINGS LTD., AND SOLO LIQUOR HOLDINGS (2) LTD.

TO: Maynbridge Capital Inc. (the "Lender")

DATE: December 22, 2017

RECITALS:

- A. The Obligor is required to deliver this Agreement under the terms of the Loan Documents. The Obligor will derive substantial direct and indirect benefits and advantages from the financial accommodations to the Borrower under the Loan Documents, and it will be to the Obligor's direct interest and economic benefit to deliver this Agreement in order to allow the Borrower to obtain those financial accommodations. The Obligor acknowledges the value of that benefit.

FOR VALUE RECEIVED and intending to be legally bound by this guarantee and indemnity (the "**Agreement**"), the undersigned (the "**Obligor**") agrees as follows:

1. INTERPRETATION

1.1 Capitalized Terms In this Agreement, except where the context otherwise requires:

- (a) "**Borrower**" means Genco (Walden) Ltd. and Genco Holdings Ltd.
- (b) "**Credit Agreement**" means the credit agreement made as of December 22, 2017 from the Lender to the Borrower, as may be amended, renewed or replaced from time to time.
- (c) "**Loan Documents**" has the meaning ascribed thereto in the Credit Agreement.
- (d) "**Obligations**" means all debts, liabilities and obligations of the Borrower to the Lender, whether present or future, direct or indirect, absolute or contingent, matured or not, at any time owing or remaining unpaid by the Borrower to the Lender in any currency, whether arising from dealings between the Lender and the Borrower or from other dealings or proceedings by which the Lender may be or become in any manner whatever a creditor of the Borrower, and wherever incurred, and whether incurred by the Borrower alone or with another or others and whether as principal or surety, and all interest, fees, commissions and legal and other costs, charges and expenses owing or remaining unpaid by the Borrower to the Lender in any currency.

- 1.2 No Contra Proferentum This Agreement has been negotiated by the Obligor and the Lender with the benefit of legal representation, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.

1.3 Other Interpretation Rules In this Agreement:

- (a) The division into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (b) Unless otherwise specified or the context otherwise requires, (i) "including" or "includes" means "including (or includes) but is not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it, (ii) a reference to any legislation, statutory instrument or regulation or a section thereof is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time, and (iii) words in the singular include the plural and vice-versa and words in one gender include all genders.
- (c) Unless otherwise specified or the context otherwise requires, any reference in this Agreement to payment of the Obligations includes performance of the Obligations.

2. **GUARANTEE AND INDEMNITY**

- 2.1 Guarantee The Obligor unconditionally guarantees payment to the Lender of the Obligations.
- 2.2 Indemnity The Obligor also unconditionally agrees that, if the Borrower does not unconditionally and irrevocably pay any Obligations when due and those Obligations are not recoverable from the Obligor for any reason under Section 2.1, the Obligor shall indemnify the Lender immediately on demand against any cost, loss, damage, expense or liability suffered by the Lender as a result of the Borrower's failure to do so.
- 2.3 Separate Liabilities The liabilities of the Obligor under Sections 2.1 and 2.2 are separate and distinct from each other, but the provisions of this Agreement shall apply to the liabilities under both of those Sections unless the context otherwise requires.
- 2.4 Limit on Liability The liability of the Obligor under this Agreement is unlimited.
- 2.5 Irrevocable. This Agreement is irrevocable by the Obligor and, subject to Section 3.4, the Obligor expressly and unconditionally waives any right to terminate this Agreement.

3. **CONTINUING AGREEMENT AND REINSTATEMENT**

- 3.1 Continuing Agreement This Agreement is a continuing guarantee and indemnity for a current or running account and will extend to the ultimate balance of the Obligations, regardless of any intermediate payment or discharge of the Obligations in whole or in part. Without limiting the foregoing, the Obligations may include advances and re-advances under revolving credit facilities, which permit borrowing, repayment of all or part of the amount borrowed and re-borrowing of amounts previously paid.

3.2 **Payments in Gross** Until this Agreement has been terminated in accordance with Section 3.4, all amounts of any kind received by the Lender from any source in respect of the Obligations shall be regarded for all purposes as payments in gross without any right on the part of the Obligor to claim the benefit of those amounts in reduction of its liabilities under this Agreement.

3.3 **Reinstatement** If at any time any payment of the Obligations is or must be rescinded or returned by the Lender as a result of insolvency or reorganization of the Borrower or any other person, or for any other reason whatsoever, the Obligations will be deemed to have continued in existence and this Agreement shall continue to be effective, or be reinstated, as if the payment had not occurred. The Lender may concede or compromise any claim that any payment ought to be rescinded or returned without diminishing the liability of the Obligor under this Section.

3.4 **Termination** If the Obligations have been indefeasibly paid in full in cash and if all obligations of the Lender to extend credit under any Loan Document have been cancelled, then the Lender shall, at the request and expense of the Obligor, execute and deliver whatever documents are reasonably required to acknowledge the termination of this Agreement.

4. **WAIVER OF DEFENCES AND OTHER MATTERS**

4.1 **In Addition to Other Rights; No Marshalling** This Agreement is in addition to and is not in any way prejudiced by or merged with any other guarantee, indemnity or security now or subsequently held by the Lender in respect of any Obligations. The Lender shall be under no obligation to marshal in favour of the Obligor any other guarantees or other securities or any money or other property that the Lender may be entitled to receive or may have a claim upon.

4.2 **Liabilities Unconditional** Subject to Section 3.4, the liabilities of the Obligor under this Agreement are absolute and unconditional, and will not be affected by any act, omission, law, circumstance or thing that, but for this Section, would reduce, release or prejudice any of its liabilities under this Agreement, or that might constitute a legal or equitable defence to or a discharge, limitation or reduction of the Obligor's liabilities under this Agreement, including the following, whether or not known to it or the Lender or consented to by it or the Lender:

- (a) any discontinuance, reduction, increase, extension or other variance of the credit granted by the Lender to the Borrower or any time, waiver or consent granted to, or any release of or compromise or other dealing of any kind with, the Borrower or any other person;
- (b) any amendment, supplement or restatement (however fundamental) or replacement of any Loan Document;
- (c) any unenforceability, illegality or invalidity of any obligation of any person under or in connection with any Loan Document, including any bar to recovery from the Borrower under any statute of limitations;

- (d) the death or loss of capacity of the Borrower, any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the ownership, objects, capital structure or constitution of the Borrower, if a corporation, the sale of all or any part of the Borrower's business or the Borrower being amalgamated or merged with one or more other entities, and this Agreement shall, notwithstanding any such event, continue to apply to all Obligations whether previously or subsequently incurred; and in the case of a change in the membership of a Borrower that is a partnership or in the case of the Borrower being amalgamated or merged with one or more other entities, this Agreement shall also apply to the liabilities of the resulting or continuing entity, and the term "Borrower" shall include each resulting or continuing entity;
- (e) any credit being granted or continued by the Lender purportedly to or for the Borrower after the death, loss of capacity, bankruptcy or insolvency of the Borrower;
- (f) any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents of the Borrower, or the Borrower not being a legal or suable entity, or any irregularity, defect or lack of formality in the obtaining of credit by the Borrower;
- (g) any bankruptcy, insolvency or similar proceedings, including any stay of or moratorium on proceedings, any action or omission of the Lender in connection with any such proceedings, or any effect of any such proceedings on the Lender;
- (h) any impossibility, impracticability, frustration of purpose, *force majeure*, illegality or act of governmental authority affecting any Loan Document;
- (i) any taking or failure to take security, any loss of or loss of value of security for the Obligations, any invalidity, lack of perfection, unenforceability or release of any security, or any subordination, postponement or enforcement of, failure to enforce, or irregularity or deficiency in the enforcement of, any security or other right;
- (j) the existence of any claim, set-off or other right that the Obligor may have against the Borrower, the Lender or any other person, whether in connection with the Loan Documents or otherwise; or
- (k) any loss of, or adverse effect on, any right of the Obligor that is postponed pursuant to Section 6, whether or not caused by any act or omission of the Lender.

Each of the defences mentioned above is waived by the Obligor to the fullest extent permitted under applicable law.

4.3 Information Concerning Borrower The Obligor acknowledges that it is presently familiar with the Loan Documents, the financial condition of the Borrower and any other circumstances affecting the risk incurred by the Obligor in connection with this Agreement. The Obligor shall be solely responsible for keeping itself informed

concerning those matters in the future. The Obligor acknowledges that the Lender has no obligation to provide any information concerning those matters now or in the future and that, if it does so at any time, it shall have no obligation to update the information or provide other information subsequently.

4.4 No Obligation to Enforce Other Rights The Obligor waives any right it may have of requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Obligor under this Agreement and the Obligor waives all benefits of discussion and division. These waivers apply irrespective of any law or any provision of any Loan Document to the contrary.

4.5 Saskatchewan The *Limitation of Civil Rights Act* (Saskatchewan) shall not have any application to this Agreement, or to any agreement or instrument renewing, extending or collateral to this Agreement, or to the rights, powers or remedies of the Lender under this Agreement.

5. USE OF AMOUNTS RECEIVED

5.1 Use of Amounts Received Until this Agreement has been terminated in accordance with Section 3.4, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying any money received or enforcing any other security or rights held by or on behalf of the Lender in respect of the Obligations, or apply any money and enforce any other security or rights in any manner and order as it sees fit;
- (b) change any application of money received in whole or in part from time to time; and
- (c) hold in a suspense account any money received from the Obligor or on account of the Obligor's liabilities under this Agreement.

6. POSTPONEMENT OF OBLIGOR'S RIGHTS

6.1 Postponement of Subrogation Etc. Until this Agreement has been terminated in accordance with Section 3.4, the Obligor shall not exercise any rights that it may have by reason of performance by it of its liabilities under this Agreement:

- (a) to be indemnified by the Borrower;
- (b) to claim contribution from any other guarantor of the Obligations; or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Loan Document.

6.2 Postponement of Set-Off Etc. Until this Agreement has been terminated in accordance with Section 3.4, the Obligor shall not claim any set-off or counterclaim against the