

COURT FILE NUMBER **1901-03879**

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

Clerk's Stamp

PLAINTIFF **HSBC BANK CANADA**

DEFENDANTS **GENCO HOLDINGS LTD.**

DOCUMENT **APPLICATION**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9

Attention: Travis Lysak
Tel: (403) 261- 5350 / (587) 233 4107
Facsimile: (403) 261- 5351
File No.: 303718.3

NOTICE TO RESPONDENT(S): SEE SERVICE LIST

This application is made against you. You are the respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: September 21, 2020

Time: 4:00 p.m.

Where: Via WebEx, Details to Follow

Before Whom: The Honourable Justice M.J. Lema

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

Remedy claimed or sought:

1. An Order (Approval of Sale Process, Sale Approval and Vesting Order), substantially in the form attached as **Schedule “A”**, ordering, *inter alia*:
 - (a) the approval of the activities of Ernst & Young Inc. in its capacity as receiver of Genco Holdings Inc. (the “**Receiver**”) as set out in the Sixth Report Sixth Report of the Receiver dated September 16, 2020 (the “**Sixth Report**”);
 - (b) the approval of the Auction Agreement dated September 16, 2020 between Ritchie Bros. Auctioneers (Canada) Ltd. (“**Ritchie Bros**”) and the Receiver (the “**Auction Agreement**”);
 - (c) the approval of the auction sale process set out in the Sixth Report (the “**Auction Sale Process**”);
 - (d) the authorization and approval of any and all purchase and sale agreements between the Receiver and any purchaser or purchasers (each, a “**Purchaser**”), as the case may be, arising out of the Auction Sale Process (the “**Sale Agreements**”); and
 - (e) vesting the Debtor’s Property subject to the Sale Agreements, in the Purchaser or Purchasers, as the case may be, free and clear of all claims, except Permitted Encumbrances.
2. An Order (Sealing Order), substantially in the form attached as **Schedule “B”**, ordering the sealing the Confidential Supplement to the Sixth Report of the Receiver (the “**Confidential Supplement**”) dated September 16, 2020.

Grounds for making this application:

The grounds for making this application are set out more fully in the Sixth Report, but can be summarized as follows:

(A) Background

3. Any capitalized term not defined in the Application shall take the meaning ascribed to it in the Sixth Report.
4. Pursuant to an Order of the Honourable Justice P.R. Jeffrey granted on March 22, 2019 (the “**HSBC Receivership Order**”), Ernst & Young Inc. was appointed receiver, without security, of all of Genco Holdings Ltd.’s (the “**Debtor**”) right, title, and interest in and to certain real property assets the (“**634 Lands**”), as well as all of its present and after acquired personal property, of whatsoever kind and wheresoever situated, relating to, used in, on or in connection with the 634 Lands (the “**Debtor’s Property**”).
5. The HSBC Receivership Order empowers and authorizes, but does not obligate, the Receiver to, among other things, manage, operate and carry on the business of the Debtor and to take possession and control of the Debtor’s Property and any and all proceeds, receipts and disbursements arising out of or from the Debtor’s Property, and to sell, convey, transfer, lease or assign the Debtor’s Property or any part or parts thereof out of the ordinary course of business.

(B) Receiver’s Activities

6. The Receiver’s actions and activities up to the date of this Application, as described in the Sixth Report and the Confidential Supplemental, are lawful, proper, and consistent with its powers under the HSBC Receivership Order.

(C) Sales Efforts

7. Since its appointment, the Receiver has attempted to market and sell the 634 Lands by undertaking the sales efforts described in paragraphs 18-24 of the Sixth Report (the “**Realization Efforts**”).
8. Despite the Realization Efforts and up an until the date of this Application, the Receiver has been unable or unwilling to enter into any acceptable sales transaction in respect of the Debtor’s Property.

(E) Auction Agreement and Auction Sale Process

9. Due to the inability to identify a sales transaction and the continued costs associated with holding the 634 Lands, the Receiver has determined that an auction of the 634 Lands is likely to garner the greatest recovery to the creditors in these Receivership Proceedings.
10. On September 16, 2020, and subject to the approval of this Honourable Court, the Receiver entered into the Auction Agreement with Ritchie Bros. Auctioneers (Canada) Ltd. (the “**Auctioneer**”), and Ritchie Bros Real Estate Services Ltd. (the “**Brokerage**”) to implement the Auction Sale Process in respect of the 634 Lands.

(F) Approval of Sale and Vesting of Purchased Assets

11. The Receiver believes it is appropriate for the Court to approve the Auction Agreement, the Auction Sale Process, and any Sale Agreement or Sale Agreements derived from the Auction Sale Process, and to grant and order the vesting of some or all of the Debtor’s Property in any Purchaser or Purchasers thereof, as the case may be.

(G) Sealing Order

12. The Receiver is concerned that if the confidential information respecting the Realization Efforts is disclosed to third parties prior to the closing of the Sale Agreement or Sale Agreements, the disclosure could materially jeopardize the sale or, if the sale does not close, could materially jeopardize any subsequent sales process or the value that the Receiver could obtain from the sale of the Debtor’s Property in a subsequent process. As such, the Receiver is respectfully of the view that it is appropriate that this Honourable Court grant the Receiver’s request for a sealing of the Confidential Supplement to the Sixth Report.

Material or evidence to be relied on:

13. The Sixth Report of the Receiver dated September 16, 2020.
14. The Confidential Supplement to the Sixth Report of the Receiver dated September 16, 2020.
15. Affidavit of Service.

16. The other pleadings and materials filed in this Action and such further and other material as counsel may advise and this Honourable Court may permit.

Applicable rules:

17. Rules 1.3, 1.4, 6.3, and 13.5(2) of the *Rules of Court*.
18. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations:

19. *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
20. *Judicature Act*, R.S.A. c. J-2.
21. Such further and other Acts and Regulations as counsel for the Receiver may advise or this Honourable Court may permit.

Any irregularity complained of or objection relied on:

22. Not applicable.

How the application is proposed to be heard or considered:

23. Via WebEx, before the Honourable Justice M.J. Lema in Commercial Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicants what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE “A”

SALE APPROVAL AND VESTING ORDER

SCHEDULE "A"

COURT
NUMBER

FILE **1901-03879**

Clerk's Stamp

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

PLAINTIFF **HSBC BANK CANADA**

DEFENDANTS **GENCO HOLDINGS LTD.**

DOCUMENT **ORDER (Approval of Sale Processes, Sale Approval and Vesting)**

ADDRESS FOR
SERVICE AND
CONTACT **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
3400 First Canadian Centre
INFORMATION OF 350 – 7 Avenue SW
PARTY FILING THIS Calgary, Alberta T2P 3N9
DOCUMENT

Attention: Travis Lysak
Tel: (403) 261- 5350
Facsimile: (403) 261- 5351
File No.: 301368.00008

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON the application of Ernst & Young Inc. in its capacity as the receiver (the "**Receiver**") of certain undertaking, property and assets of Genco Holdings Ltd. the "**Debtor**") for approval of an Auction Agreement (the "**Auction Agreement**") dated September 16, 2020 between the Receiver, Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Auctioneer**"), and Ritchie Bros Real Estate Services Ltd. (the "**Brokerage**") and the auction sale process contemplated in the Auction Agreement (the "**Auction Sale Process**") respecting all or some of certain real property assets of the Debtor and for an order approving any sale transactions (each a "**Transaction**" and collectively the "**Transactions**") contemplated by any agreements of

purchase and sale (each a “**Sale Agreement**” and collectively the “**Sale Agreements**”) that may arise between the Receiver and one or more purchasers (each a “**Purchaser**”) pursuant to the Auction Sale Process and vesting in any such purchaser or purchasers (or nominees thereof), as the case may be, the Debtor’s right, title and interest in and to the assets described in any such Sale Agreement (the “**Purchased Assets**”);

AND UPON having read the Report of the Sixth Report of the Receiver dated September 16, 2020 (the “**Sixth Report**”), the Confidential Supplement to the Sixth Report of the Receiver dated September 16, 2020 (the “**Confidential Report**”), the Affidavit of Service of Delaney Conway sworn September 17, 2020, filed, and such other materials in the pleadings and proceedings as deemed necessary;

AND UPON hearing the submissions of counsel for the Receiver and any other interested parties appearing at the within application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

ACTIVITIES

3. The Receiver’s conduct, actions, and activities as set out in the Sixth Report Confidential Report are hereby ratified and approved.

APPROVAL OF THE AUCTION SALE PROCESS

2. The Auction Agreement and the Auction Sale Process is hereby approved and the Receiver is hereby authorized and directed to do all things as are reasonably necessary to conduct and give effect to the Auction Agreement and the Auction Sale Process and carry out its obligations thereunder, including payment of amounts due to be paid pursuant to the terms of the Auction Agreement and Auction Sale Process.

3. The Receiver is authorized to apply for advice and directions as may be necessary or desirable in connection with the implementation of the Auction Agreement and the Auction Sale Process.

APPROVAL OF AUCTION TRANSACTIONS

4. Any and all Transactions arising out of the Auction Sale Process are hereby pre-approved and execution of any and all Sale Agreements by the Receiver are hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transactions and conveyance of the Purchased Assets to the Purchaser (or its nominee) or the Purchasers (and their nominees), as the case may be.

VESTING OF PROPERTY

5. Upon delivery of a Receiver's Certificate to the Purchaser (or its nominee) or the Purchasers (and their nominees), as the case may be, substantially in the form set out in **Schedule "A"** hereto (each a "**Receiver's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;
 - (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system or the *Land Titles Act* (Alberta);

- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in Schedule "B" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "C" (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

6. Upon delivery of a Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
 - (i) cancel the existing Certificates of Title for those lands and premises and legally described as:

Parcel 1:

ALL MINES AND MINERALS WITHIN, UPON OR UNDER:
 PLAN SA1
 BLOCK 29
 LOTS 37 & 38

Parcel 2:

CONDOMINIUM PLAN 1610979
 UNIT 5

AND 382 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 3:

CONDOMINIUM PLAN 1610979
UNIT 6
AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 4:

CONDOMINIUM PLAN 1610979
UNIT 7
AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 5:

CONDOMINIUM PLAN 1610979
UNIT 8
AND 522 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 6:

CONDOMINIUM PLAN 1610979
UNIT 9
AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 7:

CONDOMINIUM PLAN 1610979
UNIT 14
AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 8:

CONDOMINIUM PLAN 1610979
 UNIT 15
 AND 502 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
 COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 9:

CONDOMINIUM PLAN 1610979
 UNIT 16
 AND 521 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
 COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 10:

CONDOMINIUM PLAN 1610979
 UNIT 17
 AND 502 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
 COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 11:

CONDOMINIUM PLAN 1610979
 UNIT 18
 AND 486 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
 COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 12:

CONDOMINIUM PLAN 1610979
 UNIT 20
 AND 527 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
 COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel 13:

CONDOMINIUM PLAN 1610979
 UNIT 21
 AND 503 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
 COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS

(each a "Parcel" and collectively, the "Lands")

- (ii) issue a new Certificate of Title or Certificates of Title for any Parcel or Parcels, in the name of the Purchaser (or its nominee) named in the Receiver's Closing Certificate;
 - (iii) transfer to the New Certificate of Title or Certificates of Title the existing instruments listed in Schedule "C", to this Order, and to issue and register against the New Certificate of Title or Certificates of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "C"; and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "B" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Parcel or Parcels, as the case may be;
 - (b) the Registrar of the Alberta Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and any Sale Agreement entered into pursuant to the Auction Agreement and Auction Sale Process. Presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of any Sale Agreement.
9. Upon delivery of a Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.
11. Except as expressly provided for in any Sale Agreement or by section 5 of the *Alberta Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of

the any Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.

12. Upon completion of the Transaction or the Transactions, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
14. Immediately upon closing of the Transaction or the Transactions, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
15. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
16. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled

to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

MISCELLANEOUS MATTERS

17. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “BIA”), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) or the Purchasers (or their nominees), as the case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 18. The Receiver, the Purchaser (or its nominee) or the Purchasers (or their nominees), as the case may be, and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction or the Transactions.
- 19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the

Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

20. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Receiver's website at: www.ey.com/ca/genco and service on any other person is hereby dispensed with.

21. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Schedule “A”**Form of Receiver’s Certificate**

COURT FILE NUMBER

COURT

COURT OF QUEEN’S BENCH OF
ALBERTA

Clerk's Stamp

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

RECEIVER’S CERTIFICATEADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT**RECITALS**

- A. Pursuant to an Order of the Honourable Justice [] of the Court of Queen’s Bench of Alberta, Judicial District of Calgary (the “**Court**”) dated March 22, 2019, Ernst & Young Inc. was appointed as the receiver (the “**Receiver**”) of the undertakings, property and assets of Genco Holdings Ltd. (the “**Debtor**”).
- B. Pursuant to an Order of the Court dated September 21, 2020, the Court approved the Auction Agreement, the Auction Sale Process pre-approved the sale agreement (the “**Sale Agreement**”) between the Receiver and * (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set

out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section * of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

ERNST & YOUNG INC., in its capacity as Receiver of the undertakings, property and assets of **GENCO HOLDINGS LTD.** and not in its personal capacity.

By:_____

Name: Peter Chisholm

Title: Senior Vice President

SCHEDULE “B”
Encumbrances

PARCEL 1		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases

		Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 238 267	15/09/2015	Builders' Lien Lienor - Omicron Construction Ltd. C/O Blake Cassels & Graydon LLP Att: Richard D Bell / Caroline J Smith Suite 3500, 855 2nd St. SW Calgary, Alberta T2P 4J8 Agent - Ivica Marinic Amount: \$1,768,785
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
161 063 317	09/03/2016	Certificate of Lis Pendens Affects Instrument: 151 238 267
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 2		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc.

		1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 3		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada

		407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000

191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 4		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver,

		BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 5		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc.

		1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 6		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada

		407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000

191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 7		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver,

		BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 8		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc.

		1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 9		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada

		407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 238 267	15/09/2015	Builders' Lien Lienor - Omicron Construction Ltd. C/O Blake Cassels & Graydon LLP Att: Richard D Bell / Caroline J Smith Suite 3500, 855 2nd St. SW Calgary, Alberta T2P 4J8 Agent - Ivica Marinic Amount: \$1,768,785
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7

		Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
161 063 317	09/03/2016	Certificate of Lis Pendens Affects Instrument: 151 238 267
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 10		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd.

		#1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 238 267	15/09/2015	Builders' Lien Lienor - Omicron Construction Ltd. C/O Blake Cassels & Graydon LLP Att: Richard D Bell / Caroline J Smith Suite 3500, 855 2nd St. SW Calgary, Alberta T2P 4J8 Agent - Ivica Marinic Amount: \$1,768,785
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
161 063 317	09/03/2016	Certificate of Lis Pendens

		Affects Instrument: 151 238 267
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 11		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3

		Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc.

		2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order
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PARCEL 12		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000

151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 238 267	15/09/2015	Builders' Lien Lienor - Omicron Construction Ltd. C/O Blake Cassels & Graydon LLP Att: Richard D Bell / Caroline J Smith Suite 3500, 855 2nd St. SW Calgary, Alberta T2P 4J8 Agent - Ivica Marinic Amount: \$1,768,785
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
161 063 317	09/03/2016	Certificate of Lis Pendens Affects Instrument: 151 238 267
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

PARCEL 13		
Instrument No.	Registration Date (D/M/Y)	Particulars
121 166 687	04/07/2012	Mortgage Mortgagee - HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Original Principal Amount: \$1,300,000
121 166 688	04/07/2012	Caveat Re: Assignment of Rents and Leases Caveator: HSBC Bank Canada 407 8th Ave SW Calgary AB T2P 1E5 Agent - Tina Heinz
131 249 561	01/10/2013	Caveat Re: Amending Agreement Caveator: HSBC Bank Canada 407 8th Ave SW Calgary, AB T2P 1E5 Agent - Ben Nuttall
131 249 562	01/10/2013	Mortgage Mortgagee - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Mortgagee - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Original Principal Amount: \$3,650,000
131 249 563	01/10/2013	Caveat Re: Assignment of Rents and Leases Caveator - Bancorp Growth Mortgage Fund II Ltd. #1420, 1090 West Georgia Street Vancouver, BC V6E3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Nikolaus Demiantschuk
151 100 165	20/04/2015	Mortgage Mortgagee - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Original Principal Amount: \$5,750,000
151 100 166	20/04/2015	Caveat Re: Assignment of Rents and Leases Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow

151 100 167	20/04/2015	Caveat Re: Right of First Refusal Caveator - Bolero Enterprises Inc. 1400, 707 7th Ave SW Calgary, AB T2P 3H6 Agent - David E Prasow
151 238 267	15/09/2015	Builders' Lien Lienor - Omicron Construction Ltd. C/O Blake Cassels & Graydon LLP Att: Richard D Bell / Caroline J Smith Suite 3500, 855 2nd St. SW Calgary, Alberta T2P 4J8 Agent - Ivica Marinic Amount: \$1,768,785
161 059 695	04/03/2016	Caveat Re: Amending Agreement Caveator - Bancorp Growth Mortgage Fund II Ltd. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7 Caveator - Bancorp Financial Services Inc. 1420, 1090 West Georgia Street Vancouver, BC V6E3 Agent - Mark L Hoffinger
161 063 317	09/03/2016	Certificate of Lis Pendens Affects Instrument: 151 238 267
191 045 517	05/03/2019	Mortgage Mortgagee - ATB Financial 600, 585 8th Ave SW Calgary, AB T2P 1G1 Original Principal Amount: \$33,000,000
191 057 583	21/03/2019	Caveat Re: Agreement Charging Land Caveator - Crown Capital LP Partner Funding Inc. C/O MLT Akins LLP 2100 Livingston Place, 222 3rd Avenue SW Calgary, AB T2P 0B4 Agent - Chris Hahn
191 259 291	20/12/2019	Order In Favour of Ernst & Young Inc. 2200, 215 2 Street SW Calgary, AB T2P 1M4 Against - Genco Holdings Ltd. Receivership Order

SCHEDULE "C"
Permitted Encumbrances

PARCEL 1		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement "E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36"
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 2		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement "E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36"
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 3

Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 4		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 5		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By

		Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 6		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 7		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act

		Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser
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PARCEL 8		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement "E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36"
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 9		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement "E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36"
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 10		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 11		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 12		
Instrument No.	Registration	Particulars

	Date (D/M/Y)	
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

PARCEL 13		
Instrument No.	Registration Date (D/M/Y)	Particulars
3391JT.	05/04/1967	Easement “E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”
091 003 755	06/01/2009	Caveat Re: Easement
141 057 571	06/03/2014	Caveat Re: Development Agreement Pursuant To Municipal Government Act Caveator - The City of Calgary 12 FL, 800 Macleod Trail SE Calgary, Alberta T2P 2M5 Agent - Trudy L. Wobeser

SCHEDULE “B”
SEALING ORDER

SCHEDULE "B"

COURT FILE NUMBER **1901-03879**

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

PLAINTIFF **HSBC BANK CANADA**

DEFENDANTS **GENCO HOLDINGS LTD.**

Clerk's Stamp

DOCUMENT **SEALING ORDER**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9

Attention: Travis Lysak
Tel: (403) 261- 5350
Facsimile: (403) 261- 5351
File No.: 301368.00008

DATE ON WHICH ORDER WAS PRONOUNCED: **September 21, 2020**

LOCATION WHERE ORDER WAS PRONOUNCED: **Edmonton, Alberta**

NAME OF THE JUDGE WHO MADE THIS ORDER: **The Honourable Justice M.J. Lema**

UPON the application of Ernst & Young Inc. in its capacity as the receiver (the "**Receiver**") of certain undertaking, property and assets of Genco Holdings Ltd. (the "**Debtor**"); **AND UPON** having read the Sixth Report of the Receiver dated September 16, 2020 (the "**Sixth Report**"), the Confidential Supplement to the Sixth Report of the Receiver dated September 16, 2020 and such other materials in the pleadings and proceedings as deemed necessary; **AND UPON** hearing the submissions of counsel for the Receiver and any other interested parties appearing at the within application; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

SEALING

2. Part 6, Division 4 of the Alberta Rules of Court does not apply to the Application.
3. The Confidential Supplement to the Sixth Report of the Receiver dated September 16, 2020 (the “**Confidential Supplement**”) shall immediately be sealed by the Clerk of the Court, kept confidential and not form part of the public record, and not be available for public inspection until the Receiver has been discharged pursuant to a Discharge Order in these proceedings, or as otherwise ordered by this Court, upon five days’ notice to all parties on the service list in this matter.
4. A copy of this Order shall be served on the Clerk of the Court pursuant to Rule 13.45, and notice shall be published pursuant to Rule 6.32 immediately upon filing of this Order.
5. The Clerk of the Court is hereby directed to place the Confidential Supplement separate and apart from all other contents of the Court file in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS
FILED IN COURT FILE NO. 1901-03879. THE
CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO
THE SEALING ORDER GRANTED BY JUSTICE M.J. LEMA
ON SEPTEMBER 21, 2020, AND ARE NOT TO BE PLACED
ON THE PUBLIC RECORD, OR MADE PUBLICALLY
ACCESSIBLE, UNTIL FURTHER ORDER OF THIS COURT.

6. Leave is hereby granted to any person or party affected by this Order to apply to this Honourable Court for a further order modifying or varying the terms of paragraphs 3 or 5 of this Order, with such application to be brought on no less than FIVE days’ notice to the Receiver and any other affected party pursuant to the *Alberta Rules of Court*.

SERVICE OF THIS ORDER

7. This Order shall be sufficiently served by serving the same on the service list, in the same manner as the Application was served and by posting a copy of the same on the Receiver’s website at www.ey.com/ca/genco.

8. Service of this Order on any other interested person in any other manner than set out above is hereby dispensed with.

Justice of the Court of Queen's Bench of Alberta