

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT

APPROVAL AND VESTING ORDER
(Sale by Receiver)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

SCHEDULE
"A"

COURT FILE 1901-03879
NUMBER

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 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: _____

LOCATION WHERE ORDER WAS PRONOUNCED: _____

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON ~~THE APPLICATION~~ by ~~[Receiver's Name]~~ the application of Ernst & Young Inc. in its capacity as the ~~Court-appointed [receiver/receiver and manager] (the "Receiver") of the undertakings~~ receiver (the "Receiver") of certain undertaking, property and assets of ~~[Debtor] (the "Debtor") for an order approving the sale transaction (the~~ 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 ~~an agreement~~ any agreements of

purchase and sale (~~the~~each a “Sale Agreement”) and collectively the “Sale Agreements”) that may arise between the Receiver and ~~[Name of Purchaser]~~ (the “Purchaser”) dated ~~[Date]~~ and appended to the Report of the Receiver dated [Date] (the “Report”), and vesting in the Purchaser (or ~~its nominee~~)¹ 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 ~~the~~any such Sale Agreement (the “Purchased Assets”);

~~AND UPON HAVING READ the Receivership Order dated [Date] (the “Receivership Order”), the Report and the Affidavit of Service;~~ 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~~hearing the submissions of counsel for the Receiver, ~~the Purchaser [Names of and any other interested parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;~~ 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.²

~~APPROVAL OF TRANSACTION~~

¹ ~~Ensure that there are no legal obstacles to the vesting of assets in a nominee (for example competition and anti-trust law). Should land be transferred and vested in a nominee, the Registrar of Land Titles requires the Purchaser to complete a Certificate of Nomination (which needs to be signed under seal if the Purchaser is a corporation. If the Purchaser is an individual, the signature needs to be witnessed with an affidavit of execution completed.)~~

² ~~Ensure that the application and supporting materials are served on all affected parties including those whose interests will be vested off.~~

ACTIVITIES

3

3. ~~2-~~The ~~Transaction is hereby approved~~³ and ~~execution of 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 ~~Agreement~~Agreements by the Receiver ~~is~~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 ~~Transaction~~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

³ ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding. If supported by evidence, the following sentence could be added at the beginning of paragraph 2: "The Transaction and Sale Agreement are commercially reasonable and in the best interest of the Debtor and its stakeholders."~~

5.

~~3. [Subject only to approval by the Alberta Energy Regulator (“Energy Regulator”) of transfer of any applicable licenses, permits and approvals pursuant to section 24 of the Oil and Gas Conservation Act (Alberta) and section 18 of the Pipeline Act (Alberta)]⁴ upon delivery of a Receiver’s certificate~~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 (~~the~~each a **“Receiver’s Closing Certificate”**), all of the Debtor’s⁵ right, title and interest in and to the Purchased Assets ~~[listed in Schedule “B”⁵ hereto]~~ 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”**)⁶ 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

⁴ ~~This bracketed clause, paragraph 4(b) and the bracketed words at the end of paragraph 6 are included when the Purchased Assets include mineral interests in land.~~

⁵ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule B.~~

⁶ ~~The “Claims” being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims may, in some cases, continue as against the net proceeds from sale of the claimed assets. In other cases, the ownership claimant may object to its ownership interest being vested out of the claimed assets. For example, it not clear that vesting orders can vest out overriding royalties or restrictive covenants which are interests in land. (In *Third Eye Capital Corp. v Dianor Resources Inc.*, 2018 ONCA 253 at paragraphs 108-130 the Ont. C.A. requested further argument regarding whether an overriding royalty which is an interest in land may nevertheless be vested out.) Similarly, other claimed rights, titles or interests may potentially be vested out if the Court is advised what rights are being affected and the affected persons are served. The Committee agrees with the view of the Ontario Committee that a non-specific vesting out of “rights, titles and interests” is vague and therefore undesirable.~~

- (d) those Claims listed in Schedule “~~CB~~” 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 “~~DC~~” (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. ~~4.~~ Upon delivery of ~~the~~ 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) ~~(a)~~⁷ 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 ~~No. *~~ for those lands and premises ~~municipally described as *~~, 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

⁷ ~~Paragraph 4(a) is included when the Purchased Assets include titled lands.~~

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 7 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 ~~for the Lands~~ or Certificates of Title for any Parcel or Parcels, in the name of the Purchaser (or its nominee), ~~namely, *~~ 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 "~~D~~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 "~~D~~C"; and
- (iv) discharge and expunge the Encumbrances listed in Schedule "~~C~~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 ~~Lands~~Parcel or Parcels, as the case may be;

~~(b)⁸ — Alberta Energy (“Energy Ministry”) shall and is hereby authorized, requested and directed to forthwith:~~

~~(v) — cancel and discharge those Claims including builders’ liens, security notices, assignments under section 426 (formerly section 177) of the Bank Act (Canada) and other Encumbrances (but excluding Permitted Encumbrances) registered (whether before or after the date of this Order) against the estate or interest of the Debtor in and to any of the Purchased Assets located in the Province of Alberta; and~~

~~(vi) — transfer all Crown leases listed in Schedule “E” to this Order standing in the name of the Debtor, to the Purchaser (or its nominee) free and clear of all Claims including Encumbrances but excluding Permitted Encumbrances;~~

(b) ~~(e)~~ 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. ~~5.~~ 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 ~~the Sale~~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 ~~Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

8. ~~6.~~ 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 the~~any~~ Sale Agreement, ~~[other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~⁹
9. ~~7.~~ Upon delivery of ~~the~~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. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ 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.

⁹ ~~The bracketed words in this paragraph are included when the Purchased Assets include mineral interests in land.~~

¹⁰ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

11. ~~9-~~ Except as expressly provided for in ~~the~~any Sale Agreement or by section 5 of the Alberta ¹⁰*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.¹¹
12. ~~10-~~ 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).¹²
13. ~~11-~~ 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. ~~12-~~ Immediately upon closing of the Transaction or the Transactions, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.¹³

¹¹ ~~Successor employer liability is governed by section 5 of the *Employment Standards Code*, RSA 2000 c. E-9 as amended. Inclusion of the words "or by statute" in paragraph 9 ensures that paragraph 9 does not purport to abrogate statutory successor employee liability.~~

¹² ~~Not all sale agreements require, nor do the terms of the Debtor's possession of human resources and payroll information always permit, disclosure and transfer of such information to the Purchaser. If disclosure and transfer of such information to the Purchaser is not required or permitted, then Section 10 of this Order should be deleted.~~

¹³ ~~The terms of the Permitted Encumbrance and Sale Agreement should be reviewed to determine whether an encumbrance also constitutes a charge against other assets not being sold (in addition to the Purchased Assets.) In that circumstance, absent agreement of the encumbrancer to the contrary, the Debtor may not be fully discharged so the encumbrancer does not lose its charge over~~

15. ~~13.~~ The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser¹¹ (or its nominee).

16. ~~14.~~ 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. ~~15.~~ 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

~~the other assets it holds as security. Do not add the words "or the Debtor" to the end of paragraph 12 if an encumbrancer's claim against the Debtor should be reserved.~~

federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. ~~46-~~ 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. ~~47-~~ 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. ~~48-~~ 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~~'s solicitors; and
- (b) Posting a copy of this Order on the Receiver~~'s~~'s website at:

~~*~~www.ey.com/ca/genco and service on any other person is hereby dispensed with.

21. ~~19.~~ Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business 15 day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Receiver's¹⁴ Certificate

COURT FILE NUMBER Clerk's Stamp

COURT COURT ~~COURT~~ OF QUEEN'S¹⁴ BENCH OF ALBERTA

JUDICIAL CENTRE

PLAINTIFF

DEFENDANT

DOCUMENT RECEIVER'S¹⁴ CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

RECITALS

- A. Pursuant to an Order of the Honourable Justice [~~Name~~] of the Court of Queen's¹⁴ Bench of Alberta, Judicial District of Calgary (the "Court") dated ~~{Date of Order}~~, ~~{Name of Receiver}~~ March 22, 2019, Ernst & Young Inc. was appointed as the receiver (the "Receiver") of the undertakings, property and assets of ~~{Debtor}~~ Genco Holdings Ltd. (the "Debtor").
- B. Pursuant to an Order of the Court dated ~~{Date}~~ September 21, 2020, the Court approved the Auction Agreement, the Auction Sale Process pre-approved the sale agreement ~~of purchase and sale made as of {Date of Agreement}~~ (the "Sale Agreement") between the Receiver and ~~{Name of Purchaser}~~ * (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's¹⁴ 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~~¹⁸ 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].

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

Per; _____

By: _____

Name: Peter Chisholm

Title: Senior Vice

President

SCHEDULE "B"Encumbrances

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

<u>151 100 166</u>	<u>20/04/2015</u>	<u>Caveat Re: Assignment of Rents and Leases</u>
------------------------------------	-----------------------------------	--

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

<u>PARCEL 2</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>

<u>121 166 687</u>	<u>04/07/2012</u>	<u>Mortgage</u> <u>Mortgagee - HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Original Principal Amount: \$1,300,000</u>
<u>121 166 688</u>	<u>04/07/2012</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Agent - Tina Heinz</u>
<u>131 249 561</u>	<u>01/10/2013</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary, AB T2P 1E5</u> <u>Agent - Ben Nuttall</u>
<u>131 249 562</u>	<u>01/10/2013</u>	<u>Mortgage</u> <u>Mortgagee - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Mortgagee - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Original Principal Amount: \$3,650,000</u>
<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demianschuk</u>
<u>151 100 165</u>	<u>20/04/2015</u>	<u>Mortgage</u> <u>Mortgagee - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Original Principal Amount: \$5,750,000</u>
<u>151 100 166</u>	<u>20/04/2015</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Agent - David E Prasow</u>
<u>151 100 167</u>	<u>20/04/2015</u>	<u>Caveat Re: Right of First Refusal</u> <u>Caveator - Bolero Enterprises Inc.</u>

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

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

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

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

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

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

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

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

<u>PARCEL 6</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>121 166 687</u>	<u>04/07/2012</u>	<u>Mortgage</u> <u>Mortgagee - HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Original Principal Amount: \$1,300,000</u>

<u>121 166 688</u>	<u>04/07/2012</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Agent - Tina Heinz</u>
<u>131 249 561</u>	<u>01/10/2013</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator: HSBC Bank Canada</u>

		<u>407 8th Ave SW Calgary, AB T2P 1E5</u> <u>Agent - Ben Nuttall</u>
<u>131 249 562</u>	<u>01/10/2013</u>	<u>Mortgage</u> <u>Mortgagee - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Mortgagee - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Original Principal Amount: \$3,650,000</u>
<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demiantschuk</u>
<u>151 100 165</u>	<u>20/04/2015</u>	<u>Mortgage</u> <u>Mortgagee - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Original Principal Amount: \$5,750,000</u>
<u>151 100 166</u>	<u>20/04/2015</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Agent - David E Prasow</u>
<u>151 100 167</u>	<u>20/04/2015</u>	<u>Caveat Re: Right of First Refusal</u> <u>Caveator - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Agent - David E Prasow</u>

<u>161 059 695</u>	<u>04/03/2016</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E 3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Mark L Hoffinger</u>
<u>191 045 517</u>	<u>05/03/2019</u>	<u>Mortgage</u> <u>Mortgagee - ATB Financial</u> <u>600, 585 8th Ave SW Calgary, AB T2P 1G1</u> <u>Original Principal Amount: \$33,000,000</u>

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

<u>PARCEL 7</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>121 166 687</u>	<u>04/07/2012</u>	<u>Mortgage</u> <u>Mortgagee - HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Original Principal Amount: \$1,300,000</u>
<u>121 166 688</u>	<u>04/07/2012</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Agent - Tina Heinz</u>

<u>131 249 561</u>	<u>01/10/2013</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary, AB T2P 1E5</u> <u>Agent - Ben Nuttall</u>
<u>131 249 562</u>	<u>01/10/2013</u>	<u>Mortgage</u> <u>Mortgagee - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Mortgagee - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Original Principal Amount: \$3,650,000</u>
<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver,</u>

		<u>BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demianschuk</u>
<u>151 100 165</u>	<u>20/04/2015</u>	<u>Mortgage</u> <u>Mortgagee - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Original Principal Amount: \$5,750,000</u>
<u>151 100 166</u>	<u>20/04/2015</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Agent - David E Prasow</u>
<u>151 100 167</u>	<u>20/04/2015</u>	<u>Caveat Re: Right of First Refusal</u> <u>Caveator - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Agent - David E Prasow</u>
<u>161 059 695</u>	<u>04/03/2016</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E 3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Mark L Hoffinger</u>

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

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

<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demiantschuk</u>
<u>151 100 165</u>	<u>20/04/2015</u>	<u>Mortgage</u> <u>Mortgagee - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Original Principal Amount: \$5,750,000</u>
<u>151 100 166</u>	<u>20/04/2015</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bolero Enterprises Inc.</u> <u>1400, 707 7th Ave SW Calgary, AB T2P 3H6</u> <u>Agent - David E Prasow</u>
<u>151 100 167</u>	<u>20/04/2015</u>	<u>Caveat Re: Right of First Refusal</u> <u>Caveator - Bolero Enterprises Inc.</u>

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

<u>191 259 291</u>	<u>20/12/2019</u>	<u>Order</u> <u>In Favour of Ernst & Young Inc.</u> <u>2200, 215 2 Street SW Calgary, AB T2P 1M4</u> <u>Against - Genco Holdings Ltd.</u> <u>Receivership Order</u>
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<u>PARCEL 9</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>121 166 687</u>	<u>04/07/2012</u>	<u>Mortgage</u> <u>Mortgagee - HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Original Principal Amount: \$1,300,000</u>
<u>121 166 688</u>	<u>04/07/2012</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Agent - Tina Heinz</u>
<u>131 249 561</u>	<u>01/10/2013</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator: HSBC Bank Canada</u>

		<u>407 8th Ave SW Calgary, AB T2P 1E5</u> <u>Agent - Ben Nuttall</u>
<u>131 249 562</u>	<u>01/10/2013</u>	<u>Mortgage</u> <u>Mortgagee - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Mortgagee - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Original Principal Amount: \$3,650,000</u>
<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demiantschuk</u>

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

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

<u>191 259 291</u>	<u>20/12/2019</u>	<u>Order</u> <u>In Favour of Ernst & Young Inc.</u> <u>2200, 215 2 Street SW Calgary, AB T2P 1M4</u> <u>Against - Genco Holdings Ltd.</u> <u>Receivership Order</u>
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<u>PARCEL 10</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>121 166 687</u>	<u>04/07/2012</u>	<u>Mortgage</u> <u>Mortgagee - HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Original Principal Amount: \$1,300,000</u>
<u>121 166 688</u>	<u>04/07/2012</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Agent - Tina Heinz</u>
<u>131 249 561</u>	<u>01/10/2013</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary, AB T2P 1E5</u> <u>Agent - Ben Nuttall</u>
<u>131 249 562</u>	<u>01/10/2013</u>	<u>Mortgage</u> <u>Mortgagee - Bancorp Growth Mortgage Fund II Ltd.</u>

		<u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Mortgagee - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Original Principal Amount: \$3,650,000</u>
<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demiantschuk</u>

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

		<u>Affects Instrument: 151 238 267</u>
<u>191 045 517</u>	<u>05/03/2019</u>	<u>Mortgage</u> <u>Mortgagee - ATB Financial</u> <u>600, 585 8th Ave SW Calgary, AB T2P 1G1</u> <u>Original Principal Amount: \$33,000,000</u>
<u>191 057 583</u>	<u>21/03/2019</u>	<u>Caveat Re: Agreement Charging Land</u> <u>Caveator - Crown Capital LP Partner Funding</u> <u>Inc.</u> <u>C/O MLT Akins LLP</u> <u>2100 Livingston Place, 222 3rd Avenue SW</u> <u>Calgary, AB</u> <u>T2P 0B4</u> <u>Agent - Chris Hahn</u>

<u>191 259 291</u>	<u>20/12/2019</u>	<u>Order</u> <u>In Favour of Ernst & Young Inc.</u> <u>2200, 215 2 Street SW Calgary, AB T2P 1M4</u> <u>Against - Genco Holdings Ltd.</u> <u>Receivership Order</u>
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<u>PARCEL 11</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>121 166 687</u>	<u>04/07/2012</u>	<u>Mortgage</u> <u>Mortgagee - HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Original Principal Amount: \$1,300,000</u>
<u>121 166 688</u>	<u>04/07/2012</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary AB T2P 1E5</u> <u>Agent - Tina Heinz</u>
<u>131 249 561</u>	<u>01/10/2013</u>	<u>Caveat Re: Amending Agreement</u> <u>Caveator: HSBC Bank Canada</u> <u>407 8th Ave SW Calgary, AB T2P 1E5</u> <u>Agent - Ben Nuttall</u>
<u>131 249 562</u>	<u>01/10/2013</u>	<u>Mortgage</u> <u>Mortgagee - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Mortgagee - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u>

		<u>Original Principal Amount: \$3,650,000</u>
<u>131 249 563</u>	<u>01/10/2013</u>	<u>Caveat Re: Assignment of Rents and Leases</u> <u>Caveator - Bancorp Growth Mortgage Fund II Ltd.</u> <u>#1420, 1090 West Georgia Street Vancouver, BC V6E3V7</u> <u>Caveator - Bancorp Financial Services Inc.</u> <u>1420, 1090 West Georgia Street Vancouver, BC V6E3</u> <u>Agent - Nikolaus Demiantschuk</u>

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

		<u>2200, 215 2 Street SW Calgary, AB T2P 1M4</u> <u>Against - Genco Holdings Ltd.</u> <u>Receivership Order</u>
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PARCEL 12

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

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

PARCEL 13

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

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

SCHEDULE "C"

Permitted Encumbrances

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

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

PARCEL 3

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

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

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

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

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

<u>PARCEL 7</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>3391JT</u>	<u>05/04/1967</u>	<u>Easement</u> <u>"E. 6 In. Of Lot 37 Subject To And Extended By</u> <u>Over W. 6 Ins. Of Lot 36"</u>
<u>091 003 755</u>	<u>06/01/2009</u>	<u>Caveat Re: Easement</u>

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

<u>PARCEL 9</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>3391JT</u>	<u>05/04/1967</u>	<u>Easement</u> <u>“E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”</u>
<u>091 003 755</u>	<u>06/01/2009</u>	<u>Caveat Re: Easement</u>

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

<u>PARCEL 11</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>3391JT.</u>	<u>05/04/1967</u>	<u>Easement</u> <u>“E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”</u>
<u>091 003 755</u>	<u>06/01/2009</u>	<u>Caveat Re: Easement</u>

<u>141 057 571</u>	<u>06/03/2014</u>	<u>Caveat Re: Development Agreement Pursuant To Municipal Government Act</u> <u>Caveator - The City of Calgary</u> <u>12 FL, 800 Macleod Trail SE Calgary, Alberta</u> <u>T2P 2M5</u> <u>Agent - Trudy L. Wobeser</u>
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<u>PARCEL 12</u>		
<u>Instrument No.</u>	<u>Registration</u>	<u>Particulars</u>

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

<u>PARCEL 13</u>		
<u>Instrument No.</u>	<u>Registration Date (D/M/Y)</u>	<u>Particulars</u>
<u>3391JT</u>	<u>05/04/1967</u>	<u>Easement</u> <u>“E. 6 In. Of Lot 37 Subject To And Extended By Over W. 6 Ins. Of Lot 36”</u>
<u>091 003 755</u>	<u>06/01/2009</u>	<u>Caveat Re: Easement</u>

<u>141 057 571</u>	<u>06/03/2014</u>	<u>Caveat Re: Development Agreement Pursuant To Municipal Government Act</u> <u>Caveator - The City of Calgary</u> <u>12 FL, 800 Macleod Trail SE Calgary, Alberta</u> <u>T2P 2M5</u> <u>Agent - Trudy L. Wobeser</u>
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Document comparison by Workshare Compare on September-16-20 1:50:05 PM

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Description	94580844_v(1)_revised-alberta-template-approval-and-vesting-order
Document 2 ID	file:///C:/Users/miticd/Desktop/Lysak/Genco 634 - Sept 16 Service/Proposed Form of Sale Approval and Vesting Order, September 16, 2020.pdf
Description	Proposed Form of Sale Approval and Vesting Order, September 16, 2020
Rendering set	Standard

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<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Moved to	1
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Format changed	0
Total changes	1463