

Clerk's Stamp:

COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2303 06543

COURT OF KING'S BENCH OF ALBERTA
EDMONTON

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF J.W. CARR HOLDINGS LTD.,
SPRUCE GROVE INDUSTRIAL PARK INC., 272649
ALBERTA LTD., 279896 ALBERTA LTD., GRANDE
PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292
ALBERTA LTD. and 627612 ALBERTA LTD.

APPLICANTS:

J.W. CARR HOLDINGS LTD., SPRUCE GROVE
INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896
ALBERTA LTD., GRANDE PRAIRIE PLACE
ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and
627612 ALBERTA LTD.

DOCUMENT

ORDER (Sale Approval and Vesting Order)

CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT:

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**DATE ON WHICH ORDER WAS
PRONOUNCED:**

November 27, 2023

**NAME OF JUSTICE WHO MADE THIS
ORDER:**

The Honourable Justice N. J. Whiting

LOCATION OF HEARING:

Edmonton, Alberta

UPON the Application of J.W. Carr Holdings Ltd., Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc. ("**GPPE**"), 1170292 Alberta Ltd. ("**117**"), and 627612 Alberta Ltd (collectively, the "**Applicants**") for an Order approving the sale transaction (the "**Transaction**") contemplated in the Purchase and Sale Agreement (the "**PSA**") between GPPE and 117 (as Vendor) and Park Property Management Group Ltd. (or its nominee) (the "**Purchaser**") (as Purchaser), which PSA is exhibited to the Eighth Confidential Affidavit of Marjorie Carr, to be sworn (the "**Eighth Confidential Carr Affidavit**"), and vesting in the Purchaser all right, title and interest of GPPE and 117 in and to the Property described in the PSA;

AND UPON having read the Initial Order of the Honourable Justice J.J. Gill granted in these proceedings on April 19, 2023 (the “**Initial Order**”); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the “**ARIO**”); the Sales and Investment Solicitation Process Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the “**SISP Order**”); the Amended and Restated Sales and Investment Solicitation Process Order of the Honourable Justice N. Whitling granted in these proceedings on July 26, 2023 (the “**Amended and Restated SISP Order**”); the Supplemental Affidavit of Marjorie Carr sworn July 17, 2023 (the “**Third Supplemental Carr Affidavit**”); the Supplemental Affidavit of Marjorie Carr sworn October 16, 2023 (the “**Fourth Supplemental Carr Affidavit**”); the Eighth Confidential Carr Affidavit; the Twelfth Report of the Monitor; the Bench Brief of the Applicants and Authorities; and the Affidavit of Service, filed; **AND UPON HEARING** the submissions of counsel for the Applicants, counsel for the Monitor, and all other interested parties present;

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.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the corresponding meanings given to such terms in the Amended and Restated SISP Order.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the PSA by GPPE, 117, and the Monitor is hereby authorized and approved, with such minor amendments as GPPE, 117 and the Monitor may deem necessary. GPPE, 117, and the Monitor are 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 and the conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

4. Upon delivery of a Monitor's Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule “A”** hereto (the “**Monitor's Closing Certificate**”), all right, title and interest of GPPE and 117 in and to the Purchased Assets (as more particularly described in **Schedule “B”**

hereto) (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 Initial Order, the ARIO, the SISP Order or the Amended and Restated SISP 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;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and
- (d) those Claims listed in **Schedule “E”** 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 “F”** (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.

5. Upon delivery of the Monitor’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 Monitor’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 existing Certificates of Title as outlined in **Schedule “C”** hereto, for those lands and premises municipally and legally described in **Schedule “D”** hereto (collectively, the **“Lands”**).
 - (ii) issue new Certificates of Title for the Lands in the name of the Purchaser, namely: Park Property Management Group Ltd. (or its nominee);
 - (iii) transfer to the New Certificates of Title the existing instruments listed in **Schedule “F”**, to this Order, and to issue and register against the New Certificates of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “F”**;
 - (iv) discharge and expunge the Encumbrances listed in **Schedule “E”** 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 Certificates of Title to the Lands; and
- (b) the Registrar of the Alberta Personal Property Registry (the **“PPR Registrar”**) shall be 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.
6. 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 PSA. Presentment of this Order and the Monitor’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.
7. 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 GPPE, 117, and the Monitor of their respective obligations under the PSA.

8. Upon delivery of the Monitor'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 GPPE, 117 or by the Monitor in its capacity as Monitor of the Applicants and not in its personal capacity.
9. For the purposes of determining the nature and priority of Claims, net proceeds derived from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor'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.
10. Counsel for GPPE and 117 shall distribute the net sale proceeds derived from the sale of the 214 Place West Parking Lot and any associated security (the **"214 Place West Parking Lot Assets"**) as follows:
 - (a) by paying the reasonable professional fees and disbursements of legal counsel for GPPE and 117 for its work solely relating to the closing of the Transaction as it pertains to the 214 Place West Parking Lot Assets;
 - (b) by paying the amount (if any) owing to the City of Grande Prairie, Alberta (the **"Municipality"**), on account of municipal property taxes, assessments, penalties and interest and any other charges owing to the Municipality with respect to the 214 Place West Parking Lot Assets which rank in priority to the mortgages held by Romspen Investment Corporation or the Bank of Nova Scotia, as applicable (the **"First Subject Mortgages"**) in respect of the 214 Place West Parking Lot Assets;
 - (c) by paying to Canada Revenue Agency the amount of Goods and Services Tax (**"GST"**) (if any) payable as a result of the Transaction approved by this Order;
 - (d) by paying the real estate commission and the GST thereon to the Selling Agent appointed to market the 214 Place West Parking Lot Assets pursuant to the Amended and Restated SISP Order;

- (e) by paying to the Bank of Nova Scotia and Romspen Investment Corporation, in respect of the 214 Place West Parking Lot Assets, such amounts as are determined by agreement of the Bank of Nova Scotia and Romspen Investment Corporation, or by further order of this Court, to be credited toward the amounts owing to the Bank of Nova Scotia and Romspen Investment Corporation, respectively, subject to:
 - (i) verification by the Monitor of the indebtedness owing to the Bank of Nova Scotia and Romspen Investment Corporation under the First Subject Mortgages; and
 - (ii) the Monitor obtaining a legal opinion from its independent legal counsel that the security on the 214 Place West Parking Lot Assets held by the Bank of Nova Scotia and Romspen Investment Corporation is valid and enforceable; and
 - (f) by paying the remainder, if any, to the Monitor, to be held in trust until further Order of this Court.
11. Counsel for GPPE and 117 shall distribute the net sale proceeds derived from the sale of the Purchased Assets described in Schedule “B”, save and except for the 214 Place West Parking Lot Assets (collectively, the “**Subject Purchased Assets**”), as follows:
- (a) by paying the reasonable professional fees and disbursements of legal counsel for GPPE and 117 for its work solely relating to the closing of the Transaction as it pertains to the Subject Purchased Assets;
 - (b) by paying the amount (if any) owing to the City of Grande Prairie, Alberta (the “**Municipality**”), on account of municipal property taxes, assessments, penalties and interest and any other charges owing to the Municipality with respect to the Subject Purchased Assets which rank in priority to the Mortgage held by the Bank of Nova Scotia (the “**BNS Mortgage**”);
 - (c) by paying to Canada Revenue Agency the amount of Goods and Services Tax (“**GST**”) (if any) payable as a result of the Transaction approved by this Order;
 - (d) by paying the real estate commission and the GST thereon to the Selling Agent appointed to market the Subject Purchased Assets pursuant to the Amended and Restated SISF Order;

- (e) by paying to the Bank of Nova Scotia, as applicable, in respect of the Subject Purchased Assets, any amounts owing under and pursuant to the BNS Mortgage, to be credited toward the amounts owing to the Bank of Nova Scotia, subject to:
 - (i) verification by the Monitor of the indebtedness owing to the Bank of Nova Scotia under the BNS Mortgage; and
 - (ii) the Monitor obtaining a legal opinion from its independent legal counsel that the security on the Subject Purchased Assets held by the Bank of Nova Scotia is valid and enforceable; and
 - (f) by paying the remainder, if any, to the Monitor, to be held in trust until further Order of this Court.
12. Counsel for GPPE and 117 shall distribute the net sale proceeds derived from the sale of the Park Avenue Lots and any associated security (the “Park Avenue Lots Assets”) as follows:
- (a) by paying the reasonable professional fees and disbursements of legal counsel for GPPE and 117 for its work solely relating to the closing of the Transaction as it pertains to the Park Avenue Lots Assets;
 - (b) by paying the amount (if any) owing to the City of Grande Prairie, Alberta (the “**Municipality**”), on account of municipal property taxes, assessments, penalties and interest and any other charges owing to the Municipality with respect to the Park Avenue Lots Assets which rank in priority to the Mortgages held by Servus Credit Union (the “**Servus Mortgage**”) in respect of the Park Avenue Lots Assets;
 - (c) by paying to Canada Revenue Agency the amount of Goods and Services Tax (“GST”) (if any) payable as a result of the Transaction approved by this Order;
 - (d) by paying the real estate commission and the GST thereon to the Selling Agent appointed to market the Park Avenue Lots Assets pursuant to the Amended and Restated SISP Order;
 - (e) by paying to Servus Credit Union in respect of the Park Avenue Lots Assets any amounts owing under and pursuant to the Servus Mortgage, to be credited toward the amounts owing to Servus Credit Union, subject to:
 - (iii) verification by the Monitor of the indebtedness owing to Servus Credit Union under the Servus Mortgage; and

- (iv) the Monitor obtaining a legal opinion from its independent legal counsel that the security on the Park Avenue Lots Assets held by Servus Credit Union is valid and enforceable; and
 - (f) by paying the remainder, if any, to the Monitor, to be held in trust until further Order of this Court.
- 13. Except as expressly provided for in the PSA, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against GPPE and 117.
- 14. Upon completion of the Transaction, GPPE, 117 and all persons who claim by, through or under GPPE and/or 117 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).
- 15. 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 GPPE, 117 or any person claiming by, through or against GPPE and/or 117.
- 16. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against GPPE and/or 117.
- 17. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

MISCELLANEOUS MATTERS

- 18. 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 GPPE and/or 117 and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of GPPE and/or 117; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of GPPE and/or 117 and shall not be void or voidable by creditors of GPPE and/or 117, 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.

19. GPPE, 117, the Monitor, 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.
20. 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 GPPE, 117, and the Monitor 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 Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist GPPE, 117, and the Monitor and its agents in carrying out the terms of this Order.
21. 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 Monitor's website at:
<https://documentcentre.ey.com/#/detail-engmt?eid=521>

and service on any other person is hereby dispensed with.

22. 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.

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER 2303 06543

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.

APPLICANTS J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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RECITALS

1. Pursuant to an Initial Order of the Honourable Justice J.J. Gill of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated April 19, 2023 and an Amended and Restated Initial Order of the Honourable Justice J.T. Neilson of the Court dated April 26, 2023, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") to monitor the property, business and financial affairs of the Applicants, J.W. Carr Holdings Ltd., Spruce Grove Industrial Park Inc.,

272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc. ("**GPPE**"), 1170292 Alberta Ltd. ("**117**"), and 627612 Alberta Ltd. (the "**Applicants**").

2. Pursuant to an Order of the Court dated November 27, 2023, the Court approved the agreement of purchase and sale dated November 20, 2023 (the "**PSA**") pertaining to certain real property owned by GPPE and 117, between GPPE and 117 as Vendors, and Park Property Management Group Ltd. or its nominee(s) (the "**Purchaser**") and provided for the vesting in the Purchaser of all right, title and interest of GPPE and 117 in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor 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 Article 13 of the PSA have been satisfied or waived by GPPE, 117, the Monitor, and the Purchaser; and (ii) the Transaction has been completed to the satisfaction of the Monitor.
3. Unless otherwise indicated herein, capitalized terms have the meanings set out in the PSA.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and GPPE, 117, and/or the Monitor have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the PSA; and
2. The conditions to Closing as set out in Article 13 of the PSA have been satisfied or waived by GPPE, 117, the Monitor, and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____[Time] on _____[Date].

**Ernst & Young Inc., in its capacity as
Monitor of GPPE and 117, and not in
its personal capacity.**

Per:_____

Name:

Title:

Schedule "B"

Purchased Assets

1. Land with the following municipal and legal descriptions:

214 Place North & South (9909 – 102 Street, Grande Prairie, AB & 10130 – 99 Avenue), 214 Place South Parking Lot, & 214 Place West Parking Lot, legally described as follows:

PLAN 8315A.K.
BLOCK THIRY FOUR (34)
LOTS SEVENTEEN (17) AND EIGHTEEN (18)
GRANDE PRAIRIE
EXCEPTING THEREOUT:
PART OUT OF LOT SEVENTEEN (17), AS SHOWN ON ROAD PLAN 8220183
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 34
LOTS 19, 20, AND 21
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315 AK
BLOCK 34
LOTS TWENTY TWO (22), TWENTY THREE (23), AND TWENTY FOUR (24)
EXCEPTING THEREOUT:
A PORTION OF SAID LOT TWENTY FOUR (24) FOR ROAD AS SHOWN ON ROAD PLAN 1888RS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK THIRTY FIVE (35)
LOTS SEVENTEEN (17), EIGHTEEN (18) AND NINETEEN (19)
EXCEPTING THEREOUT: ALL THAT PORTION TAKEN OUT OF LOT SEVENTEEN (17) FOR ROAD, AS SHOWN ON ROAD PLAN 1888RS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 35
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 35
LOTS 21 AND 22
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 35
LOTS 23 AND 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOTS 6 AND 7
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOTS 16 AND 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

214 Place West Parking Lot

PLAN 7517BP
BLOCK ONE (1)
ALL THAT PORTION OF THE LANE LYING SOUTH OF THE PRODUCTION EASTERLY OF
THE SOUTH BOUNDARY OF LOT EIGHT (8) AND EAST OF THE PRODUCTION SOUTHERLY
ON THE EAST BOUNDARY OF SAID LOT EIGHT (8) AND NORTH OF THE PRODUCTION
EASTERLY OF THE SOUTH BOUNDARY OF LOT SEVENTEEN (17)
EXCEPTING THEREOUT ALL MINES AND MINERALS

Nordic Court & Parking Lot (10014 – 99 Street, Grande Prairie, AB), legally described as follows:

PLAN 1476BV
BLOCK ONE (1)
LOTS NINETEEN (19) AND TWENTY (20)
EXCEPTING THEREOUT - THE MOST NORTHERLY SIX (6) FEET IN UNIFORM WIDTH
THROUGHOUT OF THE SAID LOTS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 1476BV
BLOCK 1
LOTS 23 TO 28 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 1476BV
BLOCK ONE (1)
LOTS TWENTY NINE (29) AND THIRTY (30)
EXCEPTING THEREOUT:
THE WESTERLY TWENTY FIVE (25) FEET THROUGHOUT OF SAID LOT THIRTY (30)
EXCEPTING THEREOUT ALL MINES AND MINERALS

O'Brien Place & Parking Lot (10131 – 10135 – 101 Avenue, Grande Prairie, AB), legally described as follows:

PLAN 1410AC
BLOCK FIVE (5)
LOT SIXTEEN (16) AND THE WEST HALF OF LOT FIFTEEN (15)
EXCEPTING THEREOUT: 0.004 HECTARES MORE OR LESS TAKEN FROM LOT FIFTEEN
(15) AND 0.004 HECTARES MORE OR LESS TAKEN FROM LOT SIXTEEN (16) BOTH UNDER
ROAD PLAN 7722557
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 1410AC
BLOCK FIVE (5)
LOTS SEVENTEEN (17) AND EIGHTEEN (18)
EXCEPTING THEREOUT: 0.008 HECTARES MORE OR LESS TAKEN OUT OF LOT
SEVENTEEN (17) UNDER ROAD PLAN 7722557
EXCEPTING THEREOUT ALL MINES AND MINERALS

Professional Building (9907 – 101 Avenue, Grande Prairie, AB), legally described as follows

PLAN 1476BV
BLOCK 1
LOTS 21 AND 22
EXCEPTING THEREOUT ALL MINES AND MINERALS

Park Avenue Lots (10125 – 100 Avenue, Grande Prairie, AB), legally described as follows:

PLAN 8315AK
BLOCK THIRTY FOUR (34)
LOT TEN (10)

EXCEPTING THEREOUT:
PART, AS SHOWN ON ROAD PLAN 8220183
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 8315AK
BLOCK 34
LOTS 11 TO 16 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

2. The contracts and agreements as outlined below (each of the following agreements, including all amendments, change orders and any other modifications thereto):

Contract	Counterparty/ies
214 Place North	
Storage Lease Agreement expiring November 30, 2025	Bell Canada
Lease Agreement expiring December 31, 2024	Grant Berg Gallery
Lease Agreement expiring May 31, 2026	PDG Notary & Process Service and AccData Training
Lease Agreement expiring June 30, 2027	Victoria Johnson o/a Imagine Laser (GP)
Lease Agreement expiring June 30, 2025	Industrial Metalwork Inc.
Lease Agreement expiring August 31, 2024	1900823 Alberta Ltd. (o/c AccData Training)
Lease Agreement expiring April 30, 2026	Pregnancy Care Centre Grande Prairie
Lease Agreement expiring December 31, 2024	MNP LLP
Lease Agreement – month to month	Dr. Afridi, O.T.K, and Dr. Pieterse L.
Lease Agreement – month to month	Alberta Vein & Vascular Inc.
Lease Agreement expiring December 31, 2026	Grande Prairie Surgeons
Lease Agreement expiring May 31, 2026	William Joseph Communications
Lease Agreement expiring September 30, 2025	PWGSC – Justice Canada – Firearms
Lease Agreement expiring September 30, 2027	Richer Currie LLP
Lease Agreement – month to month	Pasifika Security Services Inc.
Lease Agreement – month to month	PMH Psychological Services
Lease Agreement expiring December 31, 2023	Nauticol Energy Ltd.
Lease Agreement expiring August 31, 2025	Fire and Form Inc.
Lease Agreement expiring October 31, 2024	Westcan Feed & Grain
Lease Agreement – month to month	CDM Tax Ltd., DHM Immigration Consulting, & CANAF
Lease Agreement – month to month	Dr. Faltaous
Lease Agreement – month to month	Hybrid Wireless Inc.
Lease Agreement expiring February 28, 2024	2243285 Alberta Ltd. (o/a BPM Fitness)

Contract	Counterparty/ies
214 Place South	
Storage Agreement expiring December 31, 2023	Nauticol Energy Ltd.
Lease Agreement expiring October 31, 2032	Saigon Pho House Ltd.
Lease Agreement expiring September 30, 2026	Community Futures GP
Lease Agreement – month to month	Interactive Counselling Ltd.
Lease Agreement – month to month	Parkland Respiratory Care
Lease Agreement expiring February 28, 2025	Alberta Infrastructure - CFSA

Contract	Counterparty/ies
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Nordic Court	
Lease Agreement expiring December 31, 2025	Woodhill Holdings Inc.
Lease Agreement – month to month	Smiles-4-U Ltd.
Lease Agreement expiring October 31, 2023	Suicide Prevention Resource Centre
Lease Agreement – month to month	Nine10 incorporated
Lease Agreement – month to month	Alberta Health Services
Lease Agreement – month to month	Aloneissi O'Neill Hurley O'Keefe Millsap
Lease Agreement expiring March 31, 2027	Edmonton Immigrant Services Association
Lease Agreement expiring April 30, 2025	Rogers Communications Inc.

Contract	Counterparty/ies
O'Brien Place	
Lease Agreement – month to month	Perry Securities
Lease Agreement – month to month	Prime Property Management Partnership
Lease Agreement – month to month	Downtown Association BRZ

Contract	Counterparty/ies
Professional Building	
Lease Agreement expiring February 29, 2024	Suet Yi Li o/a Amazing Spa
Lease Agreement expiring October 31, 2023	B.A.M. Collective

(collectively, the “**Purchased Assets**”)

Schedule “C”

Certificates of Title for the Lands

1. 214 Place Lots and Parking:

- a. Certificate of Title No. 962 104 854
- b. Certificate of Title No. 962 104 854 +1
- c. Certificate of Title No. 962 104 854 +2
- d. Certificate of Title No. 032 157 543
- e. Certificate of Title No. 032 157 543 +1
- f. Certificate of Title No. 032 157 543 +2
- g. Certificate of Title No. 032 157 543 +3
- h. Certificate of Title No. 962 104 854 +3
- i. Certificate of Title No. 962 104 854 +3
- j. Certificate of Title No. 962 104 854 +4
- k. Certificate of Title No. 962 104 854 +7
- l. Certificate of Title No. 962 104 854 +5
- m. Certificate of Title No. 962 104 854 +6

2. Nordic Court Lots and Parking:

- a. Certificate of Title No. 072 066 589
- b. Certificate of Title No. 072 066 589 +1
- c. Certificate of Title No. 072 066 589 +2

3. O'Brien Place and Parking

- a. Certificate of Title No. 982 156 149
- b. Certificate of Title No. 982 156 149 +1

4. The Professional Building

- a. Certificate of Title No. 072 157 872

5. Park Ave Lots

- a. Certificate of Title No. 162 303 279
- b. Certificate of Title No. 052 495 280

Schedule "D"

Municipal and Legal Descriptions of the Lands

1. 214 Place North & South (9909 – 102 Street, Grande Prairie, AB & 10130 – 99 Avenue), 214 Place South Parking Lot, & 214 Place West Parking Lot, legally described as follows ("**214 Place Lots and Parking**"):

PLAN 8315AK
BLOCK THIRY FOUR (34)
LOTS SEVENTEEN (17) AND EIGHTEEN (18)
GRANDE PRAIRIE
EXCEPTING THEREOUT:
PART OUT OF LOT SEVENTEEN (17), AS SHOWN ON ROAD PLAN 8220183
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 34
LOTS 19, 20, AND 21
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 34
LOTS TWENTY TWO (22), TWENTY THREE (23), AND TWENTY FOUR (24)
EXCEPTING THEREOUT:
A PORTION OF SAID LOT TWENTY FOUR (24) FOR ROAD AS SHOWN ON ROAD PLAN 1888RS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK THIRTY FIVE (35)
LOTS SEVENTEEN (17), EIGHTEEN (18) AND NINETEEN (19)
EXCEPTING THEREOUT: ALL THAT PORTION TAKEN OUT OF LOT SEVENTEEN (17) FOR ROAD, AS SHOWN ON ROAD PLAN 1888RS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 35
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 35
LOTS 21 AND 22

EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 8315AK
BLOCK 35
LOTS 23 AND 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOTS 6 AND 7
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK 1
LOTS 16 AND 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 7517BP
BLOCK ONE (1)
ALL THAT PORTION OF THE LANE LYING SOUTH OF THE PRODUCTION EASTERLY OF
THE SOUTH BOUNDARY OF LOT EIGHT (8) AND EAST OF THE PRODUCTION SOUTHERLY
ON THE EAST BOUNDARY OF SAID LOT EIGHT (8) AND NORTH OF THE PRODUCTION
EASTERLY OF THE SOUTH BOUNDARY OF LOT SEVENTEEN (17)
EXCEPTING THEREOUT ALL MINES AND MINERALS

2. Nordic Court & Parking Lot (10014 – 99 Street, Grande Prairie, AB), legally described as follows
(**“Nordic Court Lots and Parking”**):

PLAN 1476BV
BLOCK ONE (1)
LOTS NINETEEN (19) AND TWENTY (20)

EXCEPTING THEREOUT THE MOST NORTHERLY SIX (6) FEET IN UNIFORM WIDTH
THROUGHOUT OF THE SAID LOTS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 1476BV
BLOCK 1
LOTS 23 TO 28 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 1476BV
BLOCK ONE (1)
LOTS TWENTY NINE (29) AND THIRTY (30)
EXCEPTING THEREOUT:
THE WESTERLY TWENTY FIVE (25) FEET THROUGHOUT OF SAID LOT THIRTY (30)
EXCEPTING THEREOUT ALL MINES AND MINERALS

3. O'Brien Place & Parking Lot (10131 – 10135 – 101 Avenue, Grande Prairie, AB), legally described as follows ("**O'Brien Place and Parking**"):

PLAN 1410AC
BLOCK FIVE (5)
LOT SIXTEEN (16) AND THE WEST HALF OF LOT FIFTEEN (15)
EXCEPTING THEREOUT: 0.004 HECTARES MORE OR LESS TAKEN FROM LOT FIFTEEN
(15) AND 0.004 HECTARES MORE OR LESS TAKEN FROM LOT SIXTEEN (16) BOTH UNDER
ROAD PLAN 7722557
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN 1410AC
BLOCK FIVE (5)
LOTS SEVENTEEN (17) AND EIGHTEEN (18)
EXCEPTING THEREOUT: 0.008 HECTARES MORE OR LESS TAKEN OUT OF LOT
SEVENTEEN (17) UNDER ROAD PLAN 7722557
EXCEPTING THEREOUT ALL MINES AND MINERALS

4. Professional Building (9907 – 101 Avenue, Grande Prairie, AB), legally described as follows (the "**Professional Building**"):

PLAN 1476BV
BLOCK 1
LOTS 21 AND 22
EXCEPTING THEREOUT ALL MINES AND MINERALS

5. Park Avenue Lots (10125 – 100 Avenue, Grande Prairie, AB), legally described as follows ("**Park Ave Lots**"):

PLAN 8315AK
BLOCK THIRTY FOUR (34)
LOT TEN (10)
EXCEPTING THEREOUT:

PART, AS SHOWN ON ROAD PLAN 8220183
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 8315AK
BLOCK 34
LOTS 11 TO 16 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the “**Lands**”)

Schedule "E"

Encumbrances for Each Certificate of Title

1. 214 Place Lots and Parking:

a. Certificate of Title No. 962 104 854

Instrument No.	Registration Date	Registration
912 122 437	23/05/1991	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - THE TORONTO DOMINION BANK.
912 122 438	23/05/1991	CAVEAT RE : LEASE EXTENSION AGREEMENT CAVEATOR - THE TORONTO DOMINION BANK.
012 050 346	16/02/2001	CAVEAT RE : LEASE , ETC. CAVEATOR - DENNIS DESAI PROFESSIONAL CORPORATION. CAVEATOR - M.S. GORMAN PROFESSIONAL CORPORATION. CAVEATOR - JANET WALKER
032 265 559	22/07/2003	CAVEAT RE : LEASE CAVEATOR - TOTAL TELCOM FIBER INC.
042 491 206	09/11/2004	CAVEAT RE : LEASE CAVEATOR - BRIDGET A. HENNIGAR PROFESSIONAL CORPORATION. CAVEATOR - DARRYL L RITCHIE CA CAVEATOR - K.C.M. BERNAKEVITCH PROFESSIONAL CORPORATION.
072 299 230	24/05/2007	CAVEAT RE : LEASE INTEREST CAVEATOR - VIKING PACIFIC INC.
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT

		RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 129 706	25/04/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - 2243285 ALBERTA LTD.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

b. Certificate of Title No. 962 104 854 +1

Instrument No.	Registration Date	Registration
912 122 437	23/05/1991	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - THE TORONTO DOMINION BANK.
912 122 438	23/05/1991	CAVEAT RE : LEASE EXTENSION AGREEMENT CAVEATOR - THE TORONTO DOMINION BANK.
002 332 922	08/11/2000	CAVEAT RE : LEASE

		CAVEATOR - TM MOBILE INC.
012 050 346	16/02/2001	CAVEAT RE : LEASE , ETC. CAVEATOR - DENNIS DESAI PROFESSIONAL CORPORATION. CAVEATOR - M.S. GORMAN PROFESSIONAL CORPORATION. CAVEATOR - JANET WALKER
032 265 558	22/07/2003	CAVEAT RE : LEASE CAVEATOR - TOTAL TELCOM FIBER INC.
042 491 206	09/11/2004	CAVEAT RE : LEASE CAVEATOR - BRIDGET A. HENNIGAR PROFESSIONAL CORPORATION. CAVEATOR - DARRYL L RITCHIE CA CAVEATOR - K.C.M. BERNAKEVITCH PROFESSIONAL CORPORATION.
072 299 230	24/05/2007	CAVEAT RE : LEASE INTEREST CAVEATOR - VIKING PACIFIC INC.
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328

222 184 219	22/08/2022	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE
232 129 706	25/04/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - 2243285 ALBERTA LTD.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

c. Certificate of Title No. 962 104 854 +2

Instrument No.	Registration Date	Registration
912 122 437	23/05/1991	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - THE TORONTO DOMINION BANK.
912 122 438	23/05/1991	CAVEAT RE : LEASE EXTENSION AGREEMENT CAVEATOR - THE TORONTO DOMINION BANK.
002 332 922	08/11/2000	CAVEAT RE : LEASE CAVEATOR - TM MOBILE INC.
012 050 346	16/02/2001	CAVEAT RE : LEASE , ETC. CAVEATOR - DENNIS DESAI PROFESSIONAL CORPORATION. CAVEATOR - M.S. GORMAN PROFESSIONAL CORPORATION. CAVEATOR - JANET WALKER
032 265 557	22/07/2003	CAVEAT RE : LEASE CAVEATOR - TOTAL TELCOM FIBER INC.
042 491 206	09/11/2004	CAVEAT RE : LEASE

		CAVEATOR - BRIDGET A. HENNIGAR PROFESSIONAL CORPORATION. CAVEATOR - DARRYL L RITCHIE CA CAVEATOR - K.C.M. BERNAKEVITCH PROFESSIONAL CORPORATION.
072 299 230	24/05/2007	CAVEAT RE : LEASE INTEREST CAVEATOR - VIKING PACIFIC INC.
102 374 750	25/10/2010	CAVEAT RE : LEASE INTEREST CAVEATOR - ALBERTA TREASURY BRANCHES.
132 137 817	14/05/2013	CAVEAT RE : NON-DISTURBANCE AGREEMENT CAVEATOR - ALBERTA TREASURY BRANCHES.
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 129 706	25/04/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - 2243285 ALBERTA LTD.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD.

		DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
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d. Certificate of Title No. 032 157 543

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

e. Certificate of Title No. 032 157 543 +1

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

f. Certificate of Title No. 032 157 543 +2

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

		CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

g. Certificate of Title No. 032 157 543 +3

Instrument No.	Registration Date	Registration
092 463 286	23/12/2009	CAVEAT RE: RIGHT OF WAY AGREEMENT CAVEATOR – ATCO ELECTRIC LTD.
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA.

		ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

h. Certificate of Title No. 962 104 854 +3

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328

232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
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i. Certificate of Title No. 962 104 854 +4

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

j. Certificate of Title No. 962 104 854 +7

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

k. Certificate of Title No. 962 104 854 +5

Instrument No.	Registration Date	Registration
802 059 633	18/03/1980	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - THE CITY OF GRANDE PRAIRIE.
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.

		ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

I. Certificate of Title No. 962 104 854 +6

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000

		AFFECTS INSTRUMENT: 132335606
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

2. Nordic Court Lots and Parking:

a. Certificate of Title No. 072 066 589

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
132 403 416	11/12/2013	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - ALBERTA ENERGY REGULATOR. ATT: CORPORATE SERVICES BRANCH/WORKPLACE SERVICES
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.

172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

b. Certificate of Title No. 072 066 589 +1

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328

232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
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c. Certificate of Title No. 072 066 589 +2

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY

		ACTION NUMBER: 2203 08263
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3. O'Brien Place and Parking

c. Certificate of Title No. 982 156 149

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

d. Certificate of Title No. 982 156 149 +1

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
172 165 327	28/06/2017	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
172 165 328	28/06/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
172 212 499	16/08/2017	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

4. The Professional Building

a. Certificate of Title No. 072 157 872

Instrument No.	Registration Date	Registration
132 335 606	18/10/2013	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
132 335 607	18/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
162 042 816	09/02/2016	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
182 082 111	11/04/2018	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$450,000
182 082 112	11/04/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
182 094 813	28/04/2018	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 182082111 CAVE 182082112
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

5. Park Ave Lots

a. Certificate of Title No. 162 303 279

Instrument No.	Registration Date	Registration
202 190 172	02/09/2020	MORTGAGE MORTGAGEE - SERVUS CREDIT UNION LTD. ORIGINAL PRINCIPAL AMOUNT: \$950,000
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 177 756	06/06/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

b. Certificate of Title No. 052 495 280

Instrument No.	Registration Date	Registration
202 190 172	02/09/2020	MORTGAGE MORTGAGEE - SERVUS CREDIT UNION LTD. ORIGINAL PRINCIPAL AMOUNT: \$950,000
202 285 357	23/12/2020	MORTGAGE MORTGAGEE - CANADA MORTGAGE AND HOUSING CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$350,000
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE.
232 177 756	06/06/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

Schedule "F"

Permitted Encumbrances for Each Certificate of Title

1. 214 Place Lots and Parking:

a. Certificate of Title No. 962 104 854

Instrument No.	Registration Date	Registration
992 120 353	07/05/1999	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF PUBLIC WORKS SUPPLY AND SERVICES
072 136 133	09/03/2007	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA REAL PROPERTY SERVICES
082 277 924	10/07/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA MINISTER OF INFRASTRUCTURE DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE
092 228 688	08/07/2009	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
102 220 334	24/06/2010	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE ACTING DIRECTOR, LEASING ALBERTA INFRASTRUCTURE

112 200 005	05/07/2011	CAVEAT RE : LEASE INTEREST CAVEATOR - HMQC;MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA OFFICE OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA REAL PROPERTY SERVICES
202 176 714	20/08/2020	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE C/O DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE
222 184 219	22/08/2022	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE

b. Certificate of Title No. 962 104 854 +1

Instrument No.	Registration Date	Registration
892 205 510	17/08/1989	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF PUBLIC WORKS
992 120 353	07/05/1999	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF PUBLIC WORKS SUPPLY AND SERVICES
082 277 924	10/07/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA MINISTER OF INFRASTRUCTURE

		DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE
102 220 334	24/06/2010	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE ACTING DIRECTOR, LEASING ALBERTA INFRASTRUCTURE
112 200 005	05/07/2011	CAVEAT RE : LEASE INTEREST CAVEATOR - HMQC;MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA OFFICE OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA REAL PROPERTY SERVICES
202 176 714	20/08/2020	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE C/O DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE
222 184 219	22/08/2022	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE

c. Certificate of Title No. 962 104 854 +2

Instrument No.	Registration Date	Registration
892 205 510	17/08/1989	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF PUBLIC WORKS
992 120 353	07/05/1999	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF

		ALBERTA AS REPRESENTED BY MINISTER OF PUBLIC WORKS SUPPLY AND SERVICES
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d. Certificate of Title No. 032 157 543

Instrument No.	Registration Date	Registration
082 277 924	10/07/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA MINISTER OF INFRASTRUCTURE DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE

e. Certificate of Title No. 032 157 543 +1

Instrument No.	Registration Date	Registration
082 277 924	10/07/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA MINISTER OF INFRASTRUCTURE DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE

f. Certificate of Title No. 032 157 543 +2

Instrument No.	Registration Date	Registration
082 277 924	10/07/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA MINISTER OF INFRASTRUCTURE DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE

g. Certificate of Title No. 032 157 543 +3

Instrument No.	Registration Date	Registration
082 277 924	10/07/2008	CAVEAT RE : LEASE INTEREST CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA MINISTER OF INFRASTRUCTURE DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE
092 463 286	23/12/2009	CAVEAT RE: RIGHT OF WAY AGREEMENT CAVEATOR – ATCO ELECTRIC LTD.

h. Certificate of Title No. 962 104 854 +3

Instrument No.	Registration Date	Registration
4204SN	09/08/1971	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. "DATA UPDATED BY: TRANSFER OF UTRW NO 6699SQ"
802 059 632	18/03/1980	CAVEAT CAVEATOR - THE CITY OF GRANDE PRAIRIE.

i. Certificate of Title No. 962 104 854 +4

Instrument No.	Registration Date	Registration
802 059 631	18/03/1980	CAVEAT CAVEATOR - THE CITY OF GRANDE PRAIRIE.

j. Certificate of Title No. 962 104 854 +7

- **NO PERMITTED ENCUMBRANCES**

k. Certificate of Title No. 962 104 854 +5

- **NO PERMITTED ENCUMBRANCES**

I. Certificate of Title No. 962 104 854 +6

Instrument No.	Registration Date	Registration
812 021 320	28/01/1981	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF GRANDE PRAIRIE.

2. Nordic Court Lots and Parking:

a. Certificate of Title No. 072 066 589

Instrument No.	Registration Date	Registration
002 196 718	13/07/2000	CAVEAT RE : LEASE CAVEATOR - ROGERS WIRELESS INC. ROGERS SANS-FIL INC.
032 137 210	23/04/2003	CAVEAT RE : LEASE CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF INFRASTRUCTURE C/O DIRECTOR, LEASING, ALBERTA INFRASTRUCTURE

b. Certificate of Title No. 072 066 589 +1

Instrument No.	Registration Date	Registration
872 017 450	27/01/1987	CAVEAT RE : ACQUISITION OF LAND CAVEATOR - THE CITY OF GRANDE PRAIRIE.
872 017 451	27/01/1987	CAVEAT RE : ACQUISITION OF LAND CAVEATOR - THE CITY OF GRANDE PRAIRIE.

c. Certificate of Title No. 072 066 589 +2

Instrument No.	Registration Date	Registration
882 022 573	02/02/1988	CAVEAT RE : ROADWAY CAVEATOR - THE CITY OF GRANDE PRAIRIE.

3. O'Brien Place and Parking

a. Certificate of Title No. 982 156 149

- **NO PERMITTED ENCUMBRANCES**

b. Certificate of Title No. 982 156 149 +1

Instrument No./ DRR No.	Registration Date / Received Date	Registration
992 064 712	16/03/1999	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - THE CITY OF GRANDE PRAIRIE.

4. The Professional Building

a. Certificate of Title No. 072 157 872

- **NO PERMITTED ENCUMBRANCES**

5. Park Ave Lots

a. Certificate of Title No. 162 303 279

Instrument No./ DRR No.	Registration Date / Received Date	Registration
E00BQ9Q	17/10/2023	CAVEAT CITY OF GRANDE PRAIRIE 7805380460 CUSTOMER FILE NUMBER: JF/SAW

b. Certificate of Title No. 052 495 280

Instrument No./ DRR No.	Registration Date / Received Date	Registration
E00BQ9Q	17/10/2023	CAVEAT CITY OF GRANDE PRAIRIE 7805380460 CUSTOMER FILE NUMBER: JF/SAW