

Clerk's Stamp:

COURT FILE NUMBER	<u>2303 06543</u>	Clerk's Stamp
COURT	COURT OF QUEEN'S <u>KING'S</u> BENCH OF ALBERTA	
<u>JUDICIAL CENTRE OF</u> JUDICIAL CENTRE	<u>EDMONTON</u> <u>IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended</u> <u>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.</u>	
PLAINTIFF <u>APPLICANTS:</u> DEFENDANT <u>DOCUMENT</u> <u>CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:</u>	<u>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.</u> <u>ORDER (Sale Approval and Vesting Order)</u> APPROVAL AND VESTING ORDER (Sale by Receiver) <u>MLT AIKINS LLP</u> <u>Suite 2200, 10135 – 101st Street NW</u> <u>Edmonton, AB T5J 3G1</u> <u>Attention: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé</u> <u>Telephone: (306) 975-7136 / (780) 969-3518</u> <u>Facsimile: (306) 975-7145 / (780) 969-3549</u> <u>Email: jmlee@mltaikins.com / mderendube@mltaikins.com</u>	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT		
<u>DATE ON WHICH ORDER WAS PRONOUNCED:</u>	<u>November 27, 2023</u>	
<u>NAME OF JUSTICE WHO</u>		

MADE THIS ORDER:The Honourable Justice N. J. Whitling**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;

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]** in its capacity as the Court-appointed **[receiver/receiver and manager]** (the "Receiver") of the undertakings, property and assets of **[Debtor]** (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") 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 the Debtor’s right, title and interest in and to the assets described in the 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 HEARING the submissions of counsel for the Receiver, the Purchaser [Names of other parties appearing], no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;~~

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

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. 2-The Transaction is hereby approved³ and execution of the ~~Sale Agreement~~PSA by GPPE, 117, and the ~~Receiver~~Monitor is hereby authorized and approved, with such minor amendments as GPPE, 117 and the ~~Receiver~~Monitor may deem necessary. ~~The Receiver is~~GPPE, 117, and the Monitor are hereby authorized and directed to take such additional steps and execute such

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.~~

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.”~~

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. ~~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~~ Upon delivery of a ~~Receiver's certificate~~ Monitor's Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "~~Receiver's~~ Monitor's Closing Certificate"), all ~~of the Debtor's~~ right, title and interest of GPPE and 117 in and to the Purchased Assets ~~listed~~ (as more particularly described in **Schedule "B"** ⁵hereto) (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**")⁶ including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the ~~Receivership~~ Initial Order, the ARIO, the SISP Order or the Amended and Restated SISP Order;

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.~~

- (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 "CE"** 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 "DF"** (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. ~~4.~~ Upon delivery of the ~~Receiver's~~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 ~~Receiver's~~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)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 existing Certificates of Title ~~No. *as outlined in Schedule "C" hereto,~~ for those lands and premises municipally ~~described as *~~, and legally described ~~as:~~in Schedule "D" hereto (collectively, the "Lands").
 - ~~*~~
~~(the "Lands")~~
 - (ii) issue ~~a~~ new ~~Certificate~~Certificates of Title for the Lands in the name of the Purchaser, namely: Park Property Management Group Ltd. (or its nominee);
~~namely, *;~~

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

- (iii) transfer to the New ~~Certificate~~Certificates of Title the existing instruments listed in **Schedule “~~D~~F”**, to this Order, and to issue and register against the New ~~Certificate~~Certificates of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule “~~D~~F”**; ~~and~~
- (iv) discharge and expunge the Encumbrances listed in **Schedule “~~C~~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 ~~Certificate~~Certificates of Title to the Lands; ~~and~~

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

~~(v) cancel and discharge these 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) ~~(c)~~ 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. ~~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 Agreement~~PSA. Presentment of this Order and the ~~Receiver’s~~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

⁸ ~~Paragraph 4(b) is included when the Purchased Assets include mineral interests in land.~~

of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

7. ~~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 Sale Agreement, [other than any required approval by the Energy Regulator referenced in paragraph 3 above.]~~⁹ GPPE, 117, and the Monitor of their respective obligations under the PSA.
8. ~~7.~~ Upon delivery of the ~~Receiver's~~ 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 Receiver Monitor in its capacity as ~~Receiver~~ Monitor of the ~~Debtor~~ Applicants and not in its personal capacity.
9. ~~8.~~ For the purposes of determining the nature and priority of Claims, net proceeds¹⁰ derived from the 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~~ 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. ~~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".~~

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 SISP 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. ~~9.~~ Except as expressly provided for in the ~~Sale Agreement or by section 5 of the Alberta Employment Standards Code~~ 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 ~~the Debtor.~~¹¹ GPPE and 117.

14. ~~40.~~ Upon completion of the Transaction, ~~the Debtor~~ GPPE, 117 and all persons who claim by, through or under ~~the Debtor~~ 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

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.~~

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

15. ~~44.~~ 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~~, GPPE, 117 or any person claiming by, through or against ~~the Debtor~~ GPPE and/or 117.

16. ~~42.~~ Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against ~~the Receiver~~.¹³ GPPE and/or 117.

17. ~~43.~~ The ~~Receiver~~ Monitor is directed to file with the Court a copy of the ~~Receiver's~~ Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

~~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

18. ~~45.~~ Notwithstanding:

(a) the pendency of these proceedings and any declaration of insolvency made herein;

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 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.~~

- (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~~, GPPE and/or 117 and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~ 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 ~~the Debtor~~ GPPE and/or 117 and shall not be void or voidable by creditors of ~~the Debtor~~ 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. ~~16. The Receiver, the Purchaser (or its nominee)~~ 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. ~~17.~~ 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 Receiver 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 ~~Receiver~~ 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 Receiver Monitor and its agents in carrying out the terms of this Order.

21. ~~18.~~ Service of this Order shall be deemed good and sufficient by:

- (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;

- (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and
- (b) Posting a copy of this Order on the ~~Receiver's~~ Monitor's website at:
~~*https://documentcentre.ey.com/#/detail-engmt?eid=521~~

and service on any other person is hereby dispensed with.

22. ~~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 day following transmission or delivery of this Order.

Justice of the Court of ~~Queen's~~ King's Bench of Alberta

Schedule "A"

Form of ~~Receiver's~~Monitor's Certificate

COURT FILE NUMBER 2303 06543

COURT COURT OF ~~QUEEN'S~~KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp

~~PLAINTIFF~~ 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.

~~DEFENDANT~~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 **~~RECEIVER'S~~MONITOR'S CERTIFICATE**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT AIKINS LLP
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RECITALS

1. ~~A.~~ Pursuant to an Initial Order of the Honourable Justice ~~[Name]~~J.J. Gill of the Court of ~~Queen's~~King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated ~~[Date of Order]~~, ~~[Name of Receiver]~~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 ~~receiver (the "Receiver") of the undertakings, property and assets of [Debtor]~~
~~(the "Debtor")~~, 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. ~~B.~~ Pursuant to an Order of the Court dated ~~[Date]~~ November 27, 2023, the Court approved the agreement of purchase and sale ~~made as of [Date of Agreement] (the "Sale Agreement")~~
~~between the Receiver and [Name of Purchaser]~~ 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 ~~the Debtor's~~ 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 ~~Receiver~~ 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 ~~section *Article 13~~ of the ~~Sale Agreement~~ PSA have been satisfied or waived by GPPE,
117, the ~~Receiver~~ Monitor, and the Purchaser; and ~~(iii)~~ the Transaction has been completed to
the satisfaction of the ~~Receiver~~ Monitor.
3. ~~C.~~ Unless otherwise indicated herein, capitalized terms have the meanings set out in the ~~Sale~~
~~Agreement~~ PSA.

THE ~~RECEIVER~~ MONITOR CERTIFIES the following:

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

~~[Name of Receiver]~~ Ernst & Young
Inc., in its capacity as Receiver of the
~~undertakings, property and assets of~~

~~[Debtor]~~ 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	
<u>Storage Lease Agreement expiring November 30, 2025</u>	<u>Bell Canada</u>
<u>Lease Agreement expiring December 31, 2024</u>	<u>Grant Berg Gallery</u>
<u>Lease Agreement expiring May 31, 2026</u>	<u>PDG Notary & Process Service and</u> <u>AccData Training</u>
<u>Lease Agreement expiring June 30, 2027</u>	<u>Victoria Johnson o/a Imagine Laser (GP)</u>
<u>Lease Agreement expiring June 30, 2025</u>	<u>Industrial Metalwork Inc.</u>
<u>Lease Agreement expiring August 31, 2024</u>	<u>1900823 Alberta Ltd. (o/c AccData</u> <u>Training)</u>
<u>Lease Agreement expiring April 30, 2026</u>	<u>Pregnancy Care Centre Grande Prairie</u>
<u>Lease Agreement expiring December 31, 2024</u>	<u>MNP LLP</u>
<u>Lease Agreement – month to month</u>	<u>Dr. Afridi, O.T.K, and Dr. Pieterse L.</u>
<u>Lease Agreement – month to month</u>	<u>Alberta Vein & Vascular Inc.</u>
<u>Lease Agreement expiring December 31, 2026</u>	<u>Grande Prairie Surgeons</u>
<u>Lease Agreement expiring May 31, 2026</u>	<u>William Joseph Communications</u>
<u>Lease Agreement expiring September 30, 2025</u>	<u>PWGSC – Justice Canada – Firearms</u>
<u>Lease Agreement expiring September 30, 2027</u>	<u>Richer Currie LLP</u>
<u>Lease Agreement – month to month</u>	<u>Pasifika Security Services Inc.</u>
<u>Lease Agreement – month to month</u>	<u>PMH Psychological Services</u>

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
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**

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

<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>172 165 327</u>	<u>28/06/2017</u>	<u>MORTGAGE</u> <u>MORTGAGEE - THE BANK OF NOVA SCOTIA.</u> <u>ORIGINAL PRINCIPAL AMOUNT: \$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND LEASES</u> <u>CAVEATOR - THE BANK OF NOVA SCOTIA.</u>
<u>172 212 499</u>	<u>16/08/2017</u>	<u>POSTPONEMENT</u> <u>OF MORT 132335606 CAVE 132335607</u> <u>AMEA 162042816</u> <u>TO MORT 172165327 CAVE 172165328</u>
<u>232 115 335</u>	<u>13/04/2023</u>	<u>TAX NOTIFICATION</u> <u>BY - THE CITY OF GRANDE PRAIRIE.</u>
<u>232 129 706</u>	<u>25/04/2023</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - 2243285 ALBERTA LTD.</u>
<u>232 133 010</u>	<u>27/04/2023</u>	<u>WRIT</u> <u>CREDITOR - MARA DEVELOPMENTS LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF ANY</u> <u>ACTION NUMBER: 2203 08263</u>

b. [Certificate of Title No. 962 104 854 +1](#)

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>912 122 437</u>	<u>23/05/1991</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF LEASE</u> <u>CAVEATOR - THE TORONTO DOMINION BANK.</u>
<u>912 122 438</u>	<u>23/05/1991</u>	<u>CAVEAT</u> <u>RE : LEASE EXTENSION AGREEMENT</u> <u>CAVEATOR - THE TORONTO DOMINION BANK.</u>

<u>002 332 922</u>	<u>08/11/2000</u>	<u>CAVEAT</u> <u>RE : LEASE</u> <u>CAVEATOR - TM MOBILE INC.</u>
<u>012 050 346</u>	<u>16/02/2001</u>	<u>CAVEAT</u> <u>RE : LEASE , ETC.</u> <u>CAVEATOR - DENNIS DESAI</u> <u>PROFESSIONAL CORPORATION.</u> <u>CAVEATOR - M.S. GORMAN</u> <u>PROFESSIONAL CORPORATION.</u> <u>CAVEATOR - JANET WALKER</u>
<u>032 265 558</u>	<u>22/07/2003</u>	<u>CAVEAT</u> <u>RE : LEASE</u> <u>CAVEATOR - TOTAL TELCOM FIBER</u> <u>INC.</u>
<u>042 491 206</u>	<u>09/11/2004</u>	<u>CAVEAT</u> <u>RE : LEASE</u> <u>CAVEATOR - BRIDGET A. HENNIGAR</u> <u>PROFESSIONAL</u> <u>CORPORATION.</u> <u>CAVEATOR - DARRYL L RITCHIE CA</u> <u>CAVEATOR - K.C.M. BERNAKEVITCH</u> <u>PROFESSIONAL</u> <u>CORPORATION.</u>
<u>072 299 230</u>	<u>24/05/2007</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - VIKING PACIFIC INC.</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$31,000,000</u>
<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>172 165 327</u>	<u>28/06/2017</u>	<u>MORTGAGE</u> <u>MORTGAGEE - THE BANK OF NOVA</u> <u>SCOTIA.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - THE BANK OF NOVA</u> <u>SCOTIA.</u>
<u>172 212 499</u>	<u>16/08/2017</u>	<u>POSTPONEMENT</u> <u>OF MORT 132335606 CAVE 132335607</u>

		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

		<u>INC.</u>
<u>042 491 206</u>	<u>09/11/2004</u>	<u>CAVEAT</u> <u>RE : LEASE</u> <u>CAVEATOR - BRIDGET A. HENNIGAR</u> <u>PROFESSIONAL</u> <u>CORPORATION.</u> <u>CAVEATOR - DARRYL L RITCHIE CA</u> <u>CAVEATOR - K.C.M. BERNAKEVITCH</u> <u>PROFESSIONAL</u> <u>CORPORATION.</u>
<u>072 299 230</u>	<u>24/05/2007</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - VIKING PACIFIC INC.</u>
<u>102 374 750</u>	<u>25/10/2010</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - ALBERTA TREASURY</u> <u>BRANCHES.</u>
<u>132 137 817</u>	<u>14/05/2013</u>	<u>CAVEAT</u> <u>RE : NON-DISTURBANCE</u> <u>AGREEMENT</u> <u>CAVEATOR - ALBERTA TREASURY</u> <u>BRANCHES.</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$31,000,000</u>
<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>172 165 327</u>	<u>28/06/2017</u>	<u>MORTGAGE</u> <u>MORTGAGEE - THE BANK OF NOVA</u> <u>SCOTIA.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - THE BANK OF NOVA</u> <u>SCOTIA.</u>
<u>172 212 499</u>	<u>16/08/2017</u>	<u>POSTPONEMENT</u> <u>OF MORT 132335606 CAVE 132335607</u> <u>AMEA 162042816</u> <u>TO MORT 172165327 CAVE 172165328</u>
<u>232 129 706</u>	<u>25/04/2023</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u>

<u>232 133 010</u>	<u>27/04/2023</u>	CAVEATOR - 2243285 ALBERTA LTD. 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

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

		<u>ANY</u> <u>ACTION NUMBER: 2203 08263</u>
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e. Certificate of Title No. 032 157 543 +1

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

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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u>

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

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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>092 463 286</u>	<u>23/12/2009</u>	<u>CAVEAT</u> <u>RE: RIGHT OF WAY AGREEMENT</u> <u>CAVEATOR – ATCO ELECTRIC LTD.</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$31,000,000</u>
<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>

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

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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$31,000,000</u>
<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>172 165 327</u>	<u>28/06/2017</u>	<u>MORTGAGE</u> <u>MORTGAGEE - THE BANK OF NOVA</u> <u>SCOTIA.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u>

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

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

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

		INC. AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
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j. Certificate of Title No. 962 104 854 +7

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>132 335 606</u>	<u>18/10/2013</u>	MORTGAGE MORTGAGEE - ROMSPEN INVESTMENT CORPORATION. ORIGINAL PRINCIPAL AMOUNT: \$31,000,000
<u>132 335 607</u>	<u>18/10/2013</u>	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROMSPEN INVESTMENT CORPORATION
<u>162 042 816</u>	<u>09/02/2016</u>	AMENDING AGREEMENT AMOUNT: \$36,000,000 AFFECTS INSTRUMENT: 132335606
<u>172 165 327</u>	<u>28/06/2017</u>	MORTGAGE MORTGAGEE - THE BANK OF NOVA SCOTIA. ORIGINAL PRINCIPAL AMOUNT: \$30,000,000
<u>172 165 328</u>	<u>28/06/2017</u>	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - THE BANK OF NOVA SCOTIA.
<u>172 212 499</u>	<u>16/08/2017</u>	POSTPONEMENT OF MORT 132335606 CAVE 132335607 AMEA 162042816 TO MORT 172165327 CAVE 172165328
<u>232 133 010</u>	<u>27/04/2023</u>	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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
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<u>802 059 633</u>	<u>18/03/1980</u>	<u>CAVEAT</u> <u>RE : PURCHASERS INTEREST</u> <u>CAVEATOR - THE CITY OF GRANDE PRAIRIE.</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$31,000,000</u>
<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>172 165 327</u>	<u>28/06/2017</u>	<u>MORTGAGE</u> <u>MORTGAGEE - THE BANK OF NOVA</u> <u>SCOTIA.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - THE BANK OF NOVA</u> <u>SCOTIA.</u>
<u>172 212 499</u>	<u>16/08/2017</u>	<u>POSTPONEMENT</u> <u>OF MORT 132335606 CAVE 132335607</u> <u>AMEA 162042816</u> <u>TO MORT 172165327 CAVE 172165328</u>
<u>232 115 335</u>	<u>13/04/2023</u>	<u>TAX NOTIFICATION</u> <u>BY - THE CITY OF GRANDE PRAIRIE.</u>
<u>232 133 010</u>	<u>27/04/2023</u>	<u>WRIT</u> <u>CREDITOR - MARA DEVELOPMENTS</u> <u>LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE</u> <u>ENTERPRISES (1996)</u> <u>INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF</u> <u>ANY</u> <u>ACTION NUMBER: 2203 08263</u>

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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u>

<u>132 335 607</u>	<u>18/10/2013</u>	<u>\$31,000,000</u> <u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>232 133 010</u>	<u>27/04/2023</u>	<u>WRIT</u> <u>CREDITOR - MARA DEVELOPMENTS</u> <u>LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE</u> <u>ENTERPRISES (1996)</u> <u>INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF</u> <u>ANY</u> <u>ACTION NUMBER: 2203 08263</u>

2. Nordic Court Lots and Parking:

a. Certificate of Title No. 072 066 589

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

		<u>\$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - THE BANK OF NOVA</u> <u>SCOTIA.</u>
<u>172 212 499</u>	<u>16/08/2017</u>	<u>POSTPONEMENT</u> <u>OF MORT 132335606 CAVE 132335607</u> <u>AMEA 162042816</u> <u>TO MORT 172165327 CAVE 172165328</u>
<u>232 115 335</u>	<u>13/04/2023</u>	<u>TAX NOTIFICATION</u> <u>BY - THE CITY OF GRANDE PRAIRIE.</u>
<u>232 133 010</u>	<u>27/04/2023</u>	<u>WRIT</u> <u>CREDITOR - MARA DEVELOPMENTS</u> <u>LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE</u> <u>ENTERPRISES (1996)</u> <u>INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF</u> <u>ANY</u> <u>ACTION NUMBER: 2203 08263</u>

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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>132 335 606</u>	<u>18/10/2013</u>	<u>MORTGAGE</u> <u>MORTGAGEE - ROMSPEN</u> <u>INVESTMENT CORPORATION.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$31,000,000</u>
<u>132 335 607</u>	<u>18/10/2013</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u> <u>LEASES</u> <u>CAVEATOR - ROMSPEN INVESTMENT</u> <u>CORPORATION</u>
<u>162 042 816</u>	<u>09/02/2016</u>	<u>AMENDING AGREEMENT</u> <u>AMOUNT: \$36,000,000</u> <u>AFFECTS INSTRUMENT: 132335606</u>
<u>172 165 327</u>	<u>28/06/2017</u>	<u>MORTGAGE</u> <u>MORTGAGEE - THE BANK OF NOVA</u> <u>SCOTIA.</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$30,000,000</u>
<u>172 165 328</u>	<u>28/06/2017</u>	<u>CAVEAT</u> <u>RE : ASSIGNMENT OF RENTS AND</u>

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

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

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

<u>232 133 010</u>	<u>27/04/2023</u>	<u>WRIT</u> <u>CREDITOR - MARA DEVELOPMENTS LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF ANY</u> <u>ACTION NUMBER: 2203 08263</u>
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3. O'Brien Place and Parking

c. Certificate of Title No. 982 156 149

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

		<u>LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE</u> <u>ENTERPRISES (1996)</u> <u>INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF</u> <u>ANY</u> <u>ACTION NUMBER: 2203 08263</u>
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d. Certificate of Title No. 982 156 149 +1

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

		AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
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4. The Professional Building

a. Certificate of Title No. 072 157 872

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

		<u>LTD.</u> <u>DEBTOR - GRANDE PRAIRIE PLACE</u> <u>ENTERPRISES (1996)</u> <u>INC.</u> <u>AMOUNT: \$4,150,000 AND COSTS IF</u> <u>ANY</u> <u>ACTION NUMBER: 2203 08263</u>
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5. Park Ave Lots

a. Certificate of Title No. 162 303 279

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

b. Certificate of Title No. 052 495 280

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

		<u>BROADFOOT</u> <u>ORIGINAL PRINCIPAL AMOUNT:</u> <u>\$20,000,000</u>
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Schedule "F"

Permitted Encumbrances for Each Certificate of Title

1. 214 Place Lots and Parking:

a. Certificate of Title No. 962 104 854

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

		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

<u>082 277 924</u>	<u>10/07/2008</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - HER MAJESTY THE</u> <u>QUEEN IN RIGHT OF</u> <u>ALBERTA</u> <u>MINISTER OF INFRASTRUCTURE</u> <u>DIRECTOR, LEASING, ALBERTA</u> <u>INFRASTRUCTURE</u>
<u>102 220 334</u>	<u>24/06/2010</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - HER MAJESTY THE</u> <u>QUEEN IN RIGHT OF</u> <u>ALBERTA</u> <u>AS REPRESENTED BY MINISTER OF</u> <u>INFRASTRUCTURE</u> <u>ACTING DIRECTOR, LEASING</u> <u>ALBERTA INFRASTRUCTURE</u>
<u>112 200 005</u>	<u>05/07/2011</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - HMQC;MINISTER OF</u> <u>PUBLIC WORKS AND</u> <u>GOVERNMENT SERVICES CANADA</u> <u>OFFICE OF PUBLIC WORKS AND</u> <u>GOVERNMENT SERVICES</u> <u>CANADA</u> <u>REAL PROPERTY SERVICES</u>
<u>202 176 714</u>	<u>20/08/2020</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - HER MAJESTY THE</u> <u>QUEEN IN RIGHT OF</u> <u>ALBERTA</u> <u>AS REPRESENTED BY MINISTER OF</u> <u>INFRASTRUCTURE</u> <u>C/O DIRECTOR, LEASING, ALBERTA</u> <u>INFRASTRUCTURE</u>
<u>222 184 219</u>	<u>22/08/2022</u>	<u>CAVEAT</u> <u>RE : LEASE INTEREST</u> <u>CAVEATOR - HER MAJESTY THE</u> <u>QUEEN IN RIGHT OF</u> <u>ALBERTA</u> <u>AS REPRESENTED BY MINISTER OF</u> <u>INFRASTRUCTURE</u>

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

<u>Instrument No.</u>	<u>Registration Date</u>	<u>Registration</u>
<u>892 205 510</u>	<u>17/08/1989</u>	<u>CAVEAT</u> <u>RE : LEASE</u> <u>CAVEATOR - HER MAJESTY THE</u>

		<u>QUEEN IN RIGHT OF CANADA</u> <u>AS REPRESENTED BY MINISTER OF</u> <u>PUBLIC WORKS</u>
<u>992 120 353</u>	<u>07/05/1999</u>	<u>CAVEAT</u> <u>RE : LEASE</u> <u>CAVEATOR - HER MAJESTY THE</u> <u>QUEEN IN RIGHT OF</u> <u>ALBERTA</u> <u>AS REPRESENTED BY MINISTER OF</u> <u>PUBLIC WORKS SUPPLY</u> <u>AND SERVICES</u>

d. Certificate of Title No. 032 157 543

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

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

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

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

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

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

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

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

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

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

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

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

- **NO PERMITTED ENCUMBRANCES**

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

- **NO PERMITTED ENCUMBRANCES**

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

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

2. Nordic Court Lots and Parking:

a. Certificate of Title No. 072 066 589

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

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

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

<u>872 017 451</u>	<u>27/01/1987</u>	<u>CAVEAT</u> <u>RE : ACQUISITION OF LAND</u> <u>CAVEATOR - THE CITY OF GRANDE</u> <u>PRAIRIE.</u>
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c. Certificate of Title No. 072 066 589 +2

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

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

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

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

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

b. Certificate of Title No. 052 495 280

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

Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 11/20/2023 11:25:15 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: revised-alberta-template-approval-and-vesting-order-and-receivers-certif (3).docx	
Modified DMS: iw://cloudimanage.com/ACTIVE/34444350/1	
Changes:	
Add	637
Delete	182
Move From	4
Move To	4
Table Insert	45
Table Delete	11
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	883