

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.,
GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.,
1170292 ALBERTA LTD. and 627612 ALBERTA LTD.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
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DOCUMENT
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SEVENTH SUPPLEMENTAL AFFIDAVIT OF MARJORIE CARR

Sworn on April 8, 2024

I, Marjorie Carr, of Sherwood Park, Alberta, SWEAR AND SAY THAT:

1. I am the sole director of J.W. Carr Holdings Ltd. (the “**Carr Holdings**”), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. (“**272**”), 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc. (“**GPPE**”), 1170292 Alberta Ltd. and 627612 Alberta Ltd. (collectively, the “**Carr Group**”), and as such I have personal knowledge of the facts and matters sworn to herein, except where stated to be sworn based upon information and belief, in which case I verily believe those facts and matters to be true.
2. This Affidavit should be read in conjunction with the prior Affidavits which I have sworn in this proceeding, including the Affidavit sworn by me on April 10, 2023 (the “**First Carr Affidavit**”), on April 18, 2023 (the “**Second Carr Affidavit**”), on June 19, 2023 (the “**Third Carr Affidavit**”),

and on July 17, 2023 (the “**Fourth Carr Affidavit**”), on October 16, 2023 (the “**Fifth Carr Affidavit**”), on November 17, 2023 (the “**Sixth Carr Affidavit**”), and on January 15, 2024 (the “**Seventh Carr Affidavit**”).

3. I am swearing this Affidavit in support of an application by the Carr Group for relief under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”), and other relevant legislation, and specifically:
 - a. Extending the stay of proceedings from April 30, 2024 to and including May 31, 2024 (the “**Stay Extension**”);
 - b. Authorizing and empowering the Applicants to borrow an additional \$500,000 (the “**Additional Advance**”) from MGB Investments Ltd. (the “**Interim Lender**”), and increasing the interim financing charge (the “**Interim Lender’s Charge**”) in favour of the Interim Lender from the principal sum of \$2,700,000 to the principal sum of \$3,200,000.00 (plus interest, costs, fees and charges as set out in the terms of the Commitment Letter);
 - c. authorizing the distribution of the following proceeds of the sales of the Applicants’ real and personal property, over and above the First Charge Mortgages:
 - i. authorizing the distribution of the proceeds of the Lien Holdback, as defined herein;
 - ii. establishing a holdback of 50% of the Inverness Condo Proceeds, as defined herein (the “**Inverness Holdback**”), and authorizing the distribution of the Inverness Holdback to Norton Rose Fulbright Canada LLP (“**Norton Rose**”), counsel for the Interim Lender, to be held in trust subject to agreement between the affected creditors or further order of this Court;
 - iii. authorizing the distribution of the remaining 50% of the Inverness Condo Proceeds to the Interim Lender;
 - iv. authorizing the distribution of the entirety of the surplus proceeds of certain other sales in these CCAA proceedings to Michael G. Broadfoot;
 - v. authorizing and directing the Monitor and Counsel for the Applicants, respectively, to utilize the entirety of the surplus proceeds of certain other sales in these CCAA

proceedings to pay outstanding amounts owed to the Interim Lender under the DIP Financing (the “**DIP Indebtedness**”); and

- vi. authorizing the Applicants to destroy any of the Applicants’ remaining books and records on thirty (30) days’ notice to Canada Revenue Agency (“**CRA**”) (collectively, the “**Records Destruction**”).

Background

- 4. The Carr Group comprises seven Alberta corporations which own a portfolio of real estate properties located in Grande Prairie, Edmonton, Fort Saskatchewan, Spruce Grove and Wetaskiwin, Alberta (collectively, the “**Carr Group Properties**”). The Carr Group Properties originally comprised commercial income-generating properties, industrial income-generating properties, vacant land and a number of residential income-generating condominiums and duplexes.
- 5. As described in Parts V and VI of the First Carr Affidavit, as supplemented and corrected in the Second Carr Affidavit, as at April 18, 2023, when these proceedings (the “**CCAA Proceedings**”) commenced, the Carr Group had a total of 18 secured creditors, some of which creditors were owed debts which are cross-collateralized across a number of the Carr Group companies and across a variety of the Carr Group Properties. A comprehensive summary of the Carr Group Properties as at the date of commencement of the CCAA Proceedings on April 19, 2023 is contained at paragraph 6 of the Seventh Carr Affidavit.
- 6. The objective of the CCAA restructuring pursued by the Applicants was to develop and implement an expedited, cost-effective process for the orderly sale of the Carr Group Properties to retire the secured debt owed by the Applicants to the secured creditors (in whole or in part) and to capture the value in the Carr Group Properties past the debts owed to the secured creditors, for the benefit of all stakeholders of the Applicants.
- 7. One of the notable features of this CCAA Proceeding is the fact that the priority of the Administration Charge and the Interim Lender’s Charge is subordinate to that of the First Charge Mortgagees. The consequence of this is that the First Charge Mortgagees do not bear the cost associated with the CCAA Proceedings. All of the costs of the CCAA Proceedings are ultimately borne by the Interim Lender and the subordinate creditors, who bear this cost in exchange for retaining control of the sales process, which enables the Carr Group to realize on any residual

equity in the Carr Group Properties, at the lowest possible cost.

8. As part of this effort to streamline the sales of the Applicants' real property and minimize the costs associated with these sales, the Applicants obtained four Orders (the "**Expedited SAVO Protocol Orders**") which provided for an expedited process to obtain Court approval of sales of certain lower value properties, including certain vacant lots, residential condominiums, apartments and duplexes (the "**Expedited SAVO Properties**"). The Expedited SAVO Protocol Orders permitted the Applicants to obtain Court approval of sales that meet certain pre-defined criteria, by way of desk Application (without notice to the Service List) to Justice Nielson, or alternatively, another available Justice on the Commercial List (the "**Expedited SAVO Protocol**").
9. Since the commencement of these CCAA proceedings on April 19, 2023 (as described in the Fourth Carr Affidavit, the Fifth Carr Affidavit and the Seventh Confidential Carr Affidavit), the Carr Group has made significant progress toward monetizing its real and personal property. A summary of the status of sales of the Carr Group Properties as at January 15, 2024 is located at paragraph 16 of the Seventh Carr Affidavit. Definitions contained in the Seventh Carr Affidavit are adopted and repeated in this Affidavit.
10. The Seventh Carr Affidavit was filed on January 15, 2024, in support of an Application to extend the stay of proceedings, and to amend the existing Expedited SAVO Protocol Orders (the "**Jan 24 Application**"). As set out in the Seventh Carr Affidavit, the Carr Group had been financing the professional fees associated with the CCAA Proceedings and any shortfall in operating costs by way of interim financing in the maximum principal amount of \$2,700,000 (the "**DIP Financing**") provided by the Interim Lender. However, the DIP Financing was fully drawn down in order to pay professional fees up to October 31, 2023.
11. Because the Applicants could no longer fund the ongoing sales of the Carr Group Properties, which costs have to date been paid from proceeds of financing provided by the Interim Lender, the Applicants confirmed in the Seventh Carr Affidavit that they would not be taking further steps to sell the Carr Group Properties unless the cost of doing so was borne by the First Charge Mortgagees.
12. To that end, the Stay Extension Order obtained by the Carr Group exempted all creditors holding first charge mortgages (the "**First Charge Mortgagees**") on properties not subject to an existing Purchase & Sale Agreement from the CCAA stay of proceedings. The purpose of this proposed

“carve out” was to enable those secured creditors who wish to take steps to enforce their security to do so without interfering with the CCAA Proceedings.

13. However, the Applicants also sought changes to the existing Expedited SAVO Protocol Orders, in order to allow the sales process to continue at the sole discretion of the First Charge Mortgagees, provided those creditors were prepared to bear the costs associated with continuing to sell the properties under this process (the “**Amended Expedited SAVO Protocol**”). An Order extending the stay and four Orders amending the Expedited SAVO Protocol (the “**Amended Expedited SAVO Protocol Orders**”) were granted on January 24, 2024.
14. Since the Jan 24 Application, the Applicants have continued to make progress toward liquidating the Carr Group Properties, including by negotiating agreements with First Charge Mortgagees which have allowed the sales of Expedited SAVO Properties to continue under the Amended Expedited SAVO Protocol, at the expense of the First Charge Mortgagees.

Status of Sales of Real Property

15. The Carr Group Properties still being marketed are set out below, with updates since January 15, 2024 reflected in coloured font. Those sales which have continued on past January 15, 2024 are proceeding pursuant to the Amended Expedited SAVO Protocol, with the secured creditors bearing the costs associated with those ongoing sales.

J.W. Carr Holdings (“Carr Holdings”)			
	Type of Property	Secured Creditor	Status of Sales Efforts
	Fort Sask Duplexes	Bank of Montreal (“BMO”) – 1 st	All units sold; final sale closing April 15, 2024
	Central Park Condominiums	Canadian Western Bank (“CWB”) – 1 st	1 further unit sold; 3 additional sales pending.
627			
	Type of Property	Secured Creditor	
	Rosedale Condominiums	Servus – 1 st	Servus has commenced enforcement outside the CCAA.
	Juniper Apartments	Servus – 1 st	SOLD – Proceeds paid to First Secured Creditor up to principal amount of mortgage; surplus proceeds paid to Monitor in the amount of \$141,339.85. Additional surplus paid to Monitor in the amount of \$20,645.19
272			
	Property	Secured Creditor	

	Northridge 6 Lots	Liberty Investments Ltd. (“Liberty”) – 1 st	All lots sold to Liberty via credit bid under Amended Expedited SAVO Protocol process. Additional surplus held by Applicants/Monitor in the amount of \$28,634.07
	Northridge 7 Lots	Stewart Hilltop Farms Ltd. (“Stewart Hilltop”) – 1 st	Stewart Hilltop has indicated intention to commence enforcement outside of CCAA process. Additional offer received which may proceed via the Amended Expedited SAVO Protocol if accepted.
	Northridge Residual Lands	C.W.C. Investments Ltd. (“CWC”) – 1 st	CWC has indicated intention to proceed via existing foreclosure action outside of CCAA process.
	Northridge Comme Centre (Plan 1325404; Block 3; Lot 5A)	Dirk Vanderhorst (“Vanderhorst”) – 1 st	No offers
	O’Brien Lake – Phase 2	Calgary Capital & Leasing Ltd. (“Calgary Capital”) – 1 st	One additional lot sold; one additional sale pending.
	O’Brien Lake Residual Lands	Calgary Capital – 1 st	No offers
	Ovintiv Building	Alberta Treasury Branch (“ATB”) – 1 st	Sale Closed – Proceeds paid to Monitor in the amount of \$686,277.09
	Vison West – Vanderhorst Lot (Plan 1621254; Block 4; Lot 7)	Vanderhorst – 1 st	No offers
	Hillcrest Lots	Jaycap – 1 st	No offers
GPPE			
	Type of Property	Secured Creditor	
	Inverness Condos and Parking Units	BMO – 1 st	All units have now been sold; BMO has been paid out in full; Proceeds paid to the Monitor in the amount of \$887,147.08; further proceeds to be paid in the estimated amount of \$339,229.64
SGIP			
	Type of Property	Secured Creditor	
	6 Undeveloped Commercial Lots (Plan 1523298, Plan 1421723, Plan 1525617)	HMT Holdings Inc. (“HMT”) – 1 st	Remaining two lots have now been sold; HMT has been paid out in full; proceeds paid to the Monitor in the amount of \$619,402.93

16. As a result of the aforementioned efforts, the Carr Group has recovered the following proceeds from the sales of real property over and above the First Charge Mortgages:

a) Tundra Sale Proceeds:	\$1,119,002.25
b) Iron Nation Sale Proceeds:	\$407,627.55
c) Juniper Apartments Proceeds:	\$161,985.04
d) Ovintiv Building Proceeds:	\$686,277.09
e) Inverness Condominiums Proceeds:	\$887,147.08
f) Spruce Grove Industrial Proceeds:	\$619,402.93
g) <u>Northridge 6 Credit Bid Proceeds:</u>	<u>\$28,634.07</u>

Total: \$3,910,076.01

17. The Applicants also expect to recover an additional amount totaling **\$339,229.64** as a result of pending sales of the remaining Inverness Condominiums which are set to close on or before June 4, 2024.

Sales of Personal Property by the Carr Group

18. In addition to sales of the Carr Group's real property, the Applicants have also made efforts to wind down all its operations and recover proceeds from personal property.

19. As further particularized in the Third Carr Affidavit and the Eleventh Report of the Monitor (at paragraph 39), the shares in the R'Ohan Group of Companies owned by J.W. Carr Holdings Ltd. were sold pursuant to the Sale Approval and Vesting Order filed June 29, 2024, which resulted in net sales proceeds in the amount of \$3,014,830.62 (the "**R'Ohan Share Sale Proceeds**").

20. In addition to the R'Ohan Share Sale Proceeds, the Applicants have also recovered a total of \$27,500.00 in respect of the sale of personal property owned by GPPE (the "**GPPE Personal Property Proceeds**").

21. The total proceeds recovered in respect of sales of personal property are as follows:

a) R'Ohan Share Sale Proceeds:	\$3,014,830.62
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b) Sales of GPPE personal property: \$27,500.00

Total: **\$3,042,330.60**

Prior Distributions and Amounts Available for Distribution

22. Of the \$7,291,636.25 recovered in respect of the sales of real and personal property, the following amounts have previously been distributed in these proceedings:

a. \$2,714,830.62 of the R'Ohan Share Sale Proceeds were distributed as a result of the Broadfoot Distribution Order and the interim distribution Order granted on Application by CWB and filed on November 24, 2023 (the "**CWB Distribution Order**");

b. \$874,764.25 of the Tundra Proceeds were distributed as a result of the Broadfoot Distribution Order. The balance of \$244,238.00 was held back subject to verification by the Monitor of the validity of the liens registered against the Tundra Building (the "**Lien Holdback**");

c. \$407,627.55 of the Iron Nation Proceeds were distributed as a result of the Broadfoot Distribution Order; and

d. \$211,088.48 was distributed to pay professional fees, pursuant to the Jan 24 Order.

23. As a result, the amount of \$3,083,405.37 remains available for distribution. This amount is comprised of the following:

a) R'Ohan Holdback less amounts paid pursuant to Jan 24 Order: \$158,794.59

b) Tundra Lien Holdback: \$244,238.00

c) Northridge 6 Credit Bid Proceeds: \$28,634.07

d) Ovintiv Sales Proceeds: \$686,277.09

e) Sales of GPPE Property less amounts paid pursuant to Jan 24 Order: \$24,240.99

f) Proceeds from Inverness Condominiums: \$887,147.08

g) Proceeds from Inverness Condominiums (to be recovered): \$339,229.64

h) Proceeds from Juniper less amounts paid pursuant to Jan 24 Order: \$95,440.98

i) Proceeds from sale of SGIP Lots: \$619,402.93

Total: **\$3,083,405.37**

24. Attached and marked as **Exhibit “A”** to this Affidavit is a copy of a spreadsheet summarizing the remaining proceeds of the sales of real and personal property.

Proposed Increase to Interim Lender’s Charge

25. As set out above, one of the notable features of this CCAA Proceeding is the fact that the priority of the Administration Charge and the Interim Lender’s Charge is subordinate to that of the First Charge Mortgagees. The consequence of this priority structure was that, until the January 24 Application, the First Charge Mortgagees have not borne any of the cost associated with the sales of the Carr Group Properties, which costs have been borne by the Interim Lender and the subordinate creditors.
26. The ARIO authorized the Applicants to borrow the total amount of \$2,700,000.00, to be secured by the Interim Lender’s Charge. The Applicants borrowed the entirety of the \$2,700,000.00, which amount was advanced by the Interim Lender and was utilized to pay outstanding professional fees up to October 31, 2023. The Applicants are currently indebted to the Interim Lender in the amount of \$2,700,000.00 plus fees, costs, and interest (the “**DIP Indebtedness**”).
27. The Applicants largely ceased operations following the sale of the sole remaining commercial building being operated by the Applicants, the Ovintiv Building, which was sold pursuant to the Sale and Vesting Order obtained January 24, 2024. However, the Applicants continue to employ two employees and continue to incur professional fees for the limited purpose of completing the following ongoing work required to conclude the CCAA Proceedings:
- a. completing work required to transition operations of the commercial buildings formerly owned by GPPE to the purchaser of those properties, in order to wind up operations and to pay all outstanding post-filing creditors of GPPE (the “**GPPE Wind-Up**”);
 - b. working with the Monitor and its counsel to review and verify claims by the Lienholders;
 - c. compiling all outstanding financial information and reporting to the Monitor in respect of the proceeds of the sale of the Expedited SAVO Properties and the GPPE Wind-Up, in order to facilitate the distribution of all surplus proceeds to the affected creditors, in accordance with the priority scheme established by the ARIO; and
 - d. establishing a process for recovery and disposition of any remaining assets held by the Applicants, including such assets which are not expected to mature until after the conclusion

of the stay.

(collectively, the “**Outstanding Objectives**”).

28. Since January 1, 2024, the Applicants and the Interim Lender have incurred professional fees in the estimated amount of \$322,045.44, which are owing to counsel for the Applicants, the Monitor, counsel for the Monitor, and counsel for the Interim Lender, pursuant to the Commitment Letter (as defined in the ARIO) (the “**Outstanding Professional Fees**”). In addition to the Outstanding Professional Fees, the Applicants and the Interim Lender expect to incur additional professional fees in the amount of \$190,000.00, to complete the Outstanding Objectives.
29. The Interim Lender has agreed to extend the Additional Advance to the Applicants under the terms of the Commitment Letter, to pay the outstanding professional fees owed by the Applicants and funding the expected future professional fees. Attached and marked as **Exhibit “B”** is a true copy of the First Amending Agreement.
30. The Applicants seek authorization of this Court to borrow the Additional Advance pursuant to the First Amending Agreement and to increase the Interim Lender Charge (as defined in the ARIO) from the principal amount of \$2,700,000 to the principal amount of \$3,200,000.00 (plus interest, costs, fees and charges) for the purpose of completing the Outstanding Objectives.

Proposed Distribution of Residual Proceeds

Distribution of the R’Ohan Holdback

31. Pursuant to the Broadfoot Distribution Order, Michael G. Broadfoot has a first charge security interest in a portion of the R’Ohan Share Sale Proceeds (the “**Broadfoot Security**”). The R’Ohan Holdback was established by agreement between Michael G. Broadfoot and CWB, as the affected creditors in respect of that asset, out of the proceeds otherwise payable to Michael G. Broadfoot. Attached and marked as **Exhibit “C”** to this Affidavit is a copy of the Broadfoot Distribution Order.
32. The Applicants understand that CWB has released any interest in the R’Ohan Holdback, as a result of an agreement reached between Michael G. Broadfoot and CWB.
33. The Applicants understand that the only interests ranking ahead of the Broadfoot Security against the R’Ohan Holdback are the Administration Charge and the Interim Financing Charge

established by the ARIO.

34. To the extent that this Court approves the Additional Advance and the increase in the Interim Financing Charge, the professional fees secured by the Administration Charge will be paid in full, and the Applicants will have sufficient cash flow to cover all professional fees anticipated to be incurred to the conclusion of the stay.
35. The Applicants further understand that the Interim Lender is prepared to waive the Interim Financing Charge in respect of the R'Ohan Holdback payable to Michael G. Broadfoot.
36. The entirety of the R'Ohan Holdback, if distributed to Michael G. Broadfoot, would be insufficient to retire the debt owed to Michael G. Broadfoot, which is secured by the Broadfoot Security (the "**Broadfoot Debt**").
37. Accordingly, the Applicants propose to distribute \$95,440.98, being the balance of the R'Ohan Holdback after deduction for professional fees paid pursuant to the Jan 24 Order, to Michael G. Broadfoot, in accordance with the Broadfoot Distribution Order.

Distribution of the Lien Holdback

38. Counsel for the Monitor continues to hold the Lien Holdback from the proceeds of the sale of the Tundra Building, as defined in the Broadfoot Distribution Order. This amount was established as a holdback from the distribution to Michael G. Broadfoot, for certain builders' liens filed on the Tundra Building, which was sold pursuant to the sale and vesting Order dated August 22, 2023. Attached and marked as **Exhibit "D"** to this Affidavit is a true copy of the title to the Tundra Building as at the date of the First Carr Affidavit, reflecting the liens registered on title as at that date. Attached and marked as **Exhibit "E"** to this Affidavit is a true copy of the sale and vesting Order granted on August 22, 2023, in respect of the sale of the Tundra Building.
39. The Applicants understand that the Monitor has completed its analysis of the validity of the liens, and has shared that analysis with the affected creditors, being the lienholders, Michael G. Broadfoot, and the Interim Lender (the "**Affected Creditors**"). The Applicants understand that the liens have been validated by the Monitor, but are valued at less than face value of the liens registered on title, being the amount of the Lien Holdback.
40. The Applicants further understand that, in any event, the Lien Holdback would be subject to the Interim Lender's Charge. Accordingly, the Applicants propose to pay \$244,238.00, being the

amount of the Lien Holdback, to counsel for the Interim Lender, to be held in trust subject to written agreement by the Affected Creditors or further Court Order.

The Inverness Holdback and Distribution of Inverness Net Proceeds

41. The Applicants and the Monitor hold proceeds in the amount of \$887,147.03 (the “**Inverness Closed Sale Proceeds**”) from the sales of the Inverness Condominiums, over and above the amounts owing pursuant to the First Charge Mortgage, which amounts was paid out in full pursuant to the Expedited SAVO Protocol Orders obtained in respect of the Inverness Condominiums. The Applicants expect to recover an additional \$339,229.64 as a result of pending sales of the remainder of the Inverness Condominiums (the “**Inverness Pending Sale Proceeds**”). The Inverness Closed Sale Proceeds and the Inverness Pending Sale Proceeds are hereinafter referred to collectively as the “**Inverness Net Proceeds**”.
42. The Inverness Condominiums are subject to a caveat filed by Shane Mudryk, evidencing an alleged trust deed in favour of Shany Mudryk in respect of a ½ interest in the Inverness Condominiums (the “**Mudryk Caveat**”). Attached and marked collectively as **Exhibit “F”** to this Affidavit are true copies of titles to the Inverness Condominiums as at the date of the First Carr Affidavit. Attached and marked as **Exhibit “G”** to this Affidavit is a true copy of the Mudryk Caveat registered on title.
43. The Applicants understand that the validity of the Mudryk Caveat is disputed by the Interim Lender. In the event that the Mudryk Caveat is declared invalid, the entirety of the Inverness Net Proceeds would be subject to the Interim Lender’s Charge.
44. In the event that the Mudryk Caveat is declared valid, the priority between the Interim Lender’s Charge and the Mudryk Caveat would need to be determined. However, in any event, any claim pursuant to the Mudryk Caveat would be limited to one half (50%) of the Inverness Net Proceeds.
45. The only interests ranking ahead of the Mudryk Caveat are the Administration Charge and the Interim Financing Charge established by the ARIO.
46. The remaining 50% of the Inverness Net Proceeds are subject to the Administration Charge and the Interim Financing Charge established by the ARIO. To the extent that this Court approves the Additional Advance and the increase in the Interim Financing Charge, the professional fees secured by the Administration Charge will be paid in full.

47. For the foregoing reasons, the Applicants seek authorization to make an interim distribution and pay one-half (50%) of the Inverness Net Proceeds to the Interim Lender, to be credited against the DIP Indebtedness, and the remaining one-half (50%) of the Inverness Net Proceeds (the “**Inverness Holdback**”) to Norton Rose Fulbright Canada LLP, counsel for the Interim Lender, with such amount to be held in trust until that law firm is directed to release the Inverness Holdback by written agreement of the Interim Lender and Shane Mudryk, or by further order of this Court (whichever shall first occur).

Proposed Distribution to Michael G. Broadfoot

48. The Applicants hold proceeds from certain sales of real property (the “**Subject Properties**”), over and above the amounts owing pursuant to the First Charge Mortgages, which amounts were paid out in full pursuant to the sale and vesting orders obtained by the Applicants pursuant to the SISP and the Expedited SAVO Protocol Orders (the “**Subject Net Proceeds**”).
49. Michael G. Broadfoot holds a second-charge mortgage (the “**Broadfoot Mortgage**”) over the Subject Properties, which forms part of the Broadfoot Security, pursuant to the Broadfoot Distribution Order. Attached hereto as **Exhibit “H”** is a copy of the Broadfoot Mortgage.
50. The Subject Properties comprise the Ovintiv Building, the Juniper Apartments and the Spruce Grove Lots. Attached and marked as **Exhibit “I”** to this Affidavit is a true copy of the title to the Ovintiv Building, as at the date of the First Carr Affidavit. Attached and marked collectively as **Exhibit “J”** to this Affidavit are true copies of titles to the Juniper Apartments, as at the date of the First Carr Affidavit. Attached and marked as **Exhibit “K”** to this Affidavit is a true copy of the title to the Spruce Grove Lots, as at the date of the First Carr Affidavit.
51. The Subject Net Proceeds comprise the following:
- | | |
|---|-----------------------|
| a) Ovintiv Sales Proceeds: | \$686,277.09 |
| b) Juniper Sales Proceeds (less amounts paid pursuant to Jan 24 Order): | \$95,440.98 |
| c) <u>Spruce Grove Lots Sales Proceeds:</u> | <u>\$619,402.93</u> |
| Total: | \$1,401,121.00 |
52. The only interests ranking ahead of the Broadfoot Mortgage in respect of the Subject Net Proceeds are the Administration Charge and the Interim Financing Charge established by the ARIO.

53. To the extent that this Court approves the Additional Advance and the increase in the Interim Financing Charge, the professional fees secured by the Administration Charge will be paid in full, and the Applicants will have sufficient cash to cover all professional fees anticipated to be incurred to the conclusion of the stay.
54. The Applicants further understand that the Interim Lender is prepared to waive the Interim Financing Charge in respect of the Subject Net Proceeds.
55. The entirety of the Subject Net Proceeds and the Inverness Proceeds, if distributed to Michael G. Broadfoot, would be insufficient to retire the Broadfoot Debt.
56. For the foregoing reasons, the Applicants seek authorization to make an interim distribution and pay the Subject Net Proceeds to Michael G. Broadfoot.

Interim Distribution to The Interim Lender

57. The Applicants also hold proceeds in the amount of \$52,875.06 from certain other sales of real and personal property which are not subject to the Broadfoot Mortgage (the “**Remaining Net Proceeds**”).
58. The Remaining Net Proceeds comprise of the following:
- | | |
|---|-------------|
| a) Northridge 6 Credit Bid Proceeds: | \$28,634.07 |
| b) Sales of GPPE Property (less amounts paid pursuant to Jan 24 Order): | \$24,240.99 |
59. The Northridge 6 Credit Bid Proceeds were derived from the sale of the Northridge 6 Lots to the First Charge Mortgagee. Attached and marked collectively as **Exhibit “L”** to this Affidavit are true copies of titles to the Northridge 6 Lots, as at the date of the First Carr Affidavit.
60. The Remaining Net Proceeds are subject to the Administration Charge and the Interim Financing Charge established by the ARIO. To the extent that this Court approves the Additional Advance and the increase in the Interim Financing Charge, the professional fees secured by the Administration Charge will be paid in full.
61. For the foregoing reasons, the Applicants seek authorization to make an interim distribution and to pay the Remaining Net Proceeds to the Interim Lender, to be applied to the DIP Indebtedness.
62. I swear this Affidavit in support of the Carr Group’s Application to increase the Interim Financing

Charge and to approve the distribution of proceeds of various sales of the Carr Group Properties.

63. I was not physically present before the Commissioner for Oaths during the swearing of this Affidavit, but I was linked with the Commissioner for Oaths utilizing video technology, and the process described by the Court of King's Bench of Alberta in NPP#2020-02 Notice to the Profession and Public: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic dated March 25, 2020, for remote commissioning of affidavits was followed.

SWORN BEFORE ME at Edmonton, Alberta
this 8th day of April, 2024

A Commissioner for Oaths in and for the
Province of Alberta

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MARJORIE CARR

CERTIFICATE OF COMMISSIONER

1. I, Carly Toronchuk, did commission the within instrument on April 8, 2024, by utilizing video conferencing and following the process described by the Court of King's Bench of Alberta in NPP#2020-02 Notice to the Profession and Public: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic dated March 25, 2020, for remote commissioning of affidavits.
2. I am satisfied that the process for remote commissioning of the within instrument was necessary because it was impossible or unsafe for the deponent and I, the Commissioner of Oaths, to be physically present together.
3. I am satisfied that the deponent as named in the Affidavit is who the person purports to be.
4. I received from the deponent the signed Affidavit by electronic means.

Dated this 8th day of April, 2024.

Carly Toronchuk, Barrister and Solicitor

CERTIFICATE OF COMMISSIONER

1. I, Carly Toronchuk, did commission the within instrument on April 8, 2024, by utilizing video conferencing and following the process described by the Court of King's Bench of Alberta in NPP#2020-02 Notice to the Profession and Public: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic dated March 25, 2020, for remote commissioning of affidavits.
2. I am satisfied that the process for remote commissioning of the within instrument was necessary because it was impossible or unsafe for the deponent and I, the Commissioner of Oaths, to be physically present together.
3. I am satisfied that the deponent as named in the Affidavit is who the person purports to be.
4. I received from the deponent the signed Affidavit by electronic means.

Dated this 8th day of April, 2024.

Carly Toronchuk, Barrister and Solicitor

This is Exhibit 'A' referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta

	J.W. Carr Holdings Ltd.	272649 Alberta Ltd.	GPPE	627612 Alberta Ltd.	SGIP	Grand Totals	
Funds Recovered (Distributed per Broadfoot Distribution Order)							
Proceeds from R'Ohan Share Sale	\$ 2,172,161.11					\$ 2,172,161.11	
Fort Sask Duplex (1st Mortgage)						\$ 209,680.42	
Tundra Sale Proceeds		\$ 874,764.25				\$ 874,764.25	
Iron Nation Sale Proceeds		\$ 407,627.55				\$ 407,627.55	
Totals:	\$ 2,172,161.11	\$ 1,282,391.80	\$ -	\$ -	\$ -	\$ 3,664,233.33	
Funds Recovered (Distributed per CWB Distribution Order)							
Proceeds from R'Ohan Share Sale (CWB)	\$ 542,669.51					\$ 542,669.51	
Total Distributed (November '23)	\$ 2,714,830.62	\$ 1,282,391.80	\$ -	\$ -	\$ -	\$ 3,997,222.42	
Additional Funds Recovered (to be addressed in Distribution Application)							
Balance of 300k holdback (per agreement w/CWB)	\$ 300,000.00					\$ 300,000.00	
Tundra Lien Holdback		\$ 244,238.00				\$ 244,238.00	
Northridge 6 Credit Bid		\$ 28,634.07				\$ 28,634.07	\$ 7,291,636.27
Juniper Apartments				\$ 141,339.85		\$ 141,339.85	
Servus Overpayment				\$ 20,645.19		\$ 20,645.19	
Ovintiv Building		\$ 686,277.09				\$ 686,277.09	
Inverness Condos			\$ 887,147.08			\$ 887,147.08	
Inverness Condos (To be closed)			\$ 339,229.64			\$ 339,229.64	
GPPE Personal Property Sales Proceeds			\$ 27,500.00			\$ 27,500.00	
SGIP Surplus					\$ 619,402.93	\$ 619,402.93	
Total:	\$ 300,000.00	\$ 959,149.16	\$ 1,253,876.72	\$ 161,985.04	\$ 619,402.93	\$ 3,294,413.85	
Grand Total Recovered:						\$ 7,291,636.27	
Amounts previously paid out toward professional fees							
Jan 24 Order	\$ 141,205.41		\$ 3,259.01	\$ 66,544.06		\$ 211,008.48	
Funds to be distributed on this Application							
Amounts payable toward DIP Indebtedness		\$ 28,634.07	\$ 637,429.35			\$ 666,063.42	
Payable to Broadfoot (2nd Security)	\$ 158,794.59	\$ 686,277.09		\$ 95,440.98	\$ 619,402.93	\$ 1,559,915.59	\$ 1,401,121.00
Payable to Norton Rose (Inverness Holdback)			\$ 613,188.36			\$ 613,188.36	
Payable to Norton Rose (Lien Holdback)		\$ 244,238.00				\$ 244,238.00	
Totals:	\$ 158,794.59	\$ 959,149.16	\$ 1,250,617.71	\$ 95,440.98	\$ 619,402.93	\$ 3,083,405.37	
Amounts remaining:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

This is Exhibit "B" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta

FIRST AMENDING AGREEMENT

THIS AGREEMENT dated as of April 8, 2024

AMONG:

J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRAND PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD., as borrowers (hereinafter referred to collectively as the **"Borrowers"**)

- and -

MGB INVESTMENTS LIMITED, as the DIP lender (hereinafter referred to as the **"DIP Lender"**)

WHEREAS the parties hereto are parties to DIP Credit Facility Commitment Letter dated March 27, 2023 (the **"DIP Loan Agreement"**) and the parties hereto wish to amend and supplement certain provisions of the DIP Loan Agreement as set out herein;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. INTERPRETATION

- 1.1 In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith:

"Agreement" means this first amending agreement.

"Amended DIP Loan Agreement" means the DIP Loan Agreement as amended and supplemented by this Agreement.

"Effective Date" means the date first written above.

- 1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Amended DIP Loan Agreement.

- 1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof and include any agreements supplemental hereto. Unless expressly indicated otherwise, all references to "Section", "Sections", "Article" or "Articles" are intended to refer to a Section, Sections, an Article or Articles of this Agreement as applicable. Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

- 1.4 This Agreement shall be effective as of the Effective Date.

2. AMENDMENT

- 2.1 The DIP Loan Agreement is hereby amended by deleting the reference therein to "Cdn. \$2,700,000" in the section titled "Non-Revolver Credit Facility" in its entirety and replacing the same with "Cdn.\$3,200,000".

3. CONFIRMATION OF LOAN DOCUMENTS

The DIP Loan Agreement and the other Loan Documents and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect and the DIP Loan Agreement as amended and supplemented by this Agreement and each of the other Loan Documents to which each Loan Party is a party are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the date hereof. Each of the Credit Parties further acknowledges and agrees that the continuing security interest under the applicable Security in and to, and Liens on, all of its present and after-acquired personal and real property granted to the DIP Lender pursuant to the DIP Loan Agreement, the Security and the other Loan Documents executed and delivered pursuant thereto or in connection therewith, continue in full force and effect and are hereby confirmed and ratified. For certainty, each of the parties hereto hereby acknowledges and confirms that.

4. WAIVER

Nothing in this Agreement constitutes an amendment, alteration, modification or waiver on the part of the DIP Lender of any rights or remedies which the DIP Lender may have in relation to the Credit Parties. Nothing in this Agreement constitutes a waiver or acquiescence on the part of the DIP Lender to any default on the part of any Credit Party. Execution, delivery and performance of this Agreement by the DIP Lender does not in any way limit, release or discharge any Loan Party from the obligations and liabilities of the Credit Parties to the DIP Lender.

5. MISCELLANEOUS

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and federal laws of Canada applicable therein.
- 5.2 Each Borrower acknowledges that nothing contained herein shall in any manner constitute a waiver of, or consent to, any existing Default or Event of Default.
- 5.3 The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement.
- 5.4 This Agreement shall constitute a Loan Document for the purposes of the Amended Loan Agreement.
- 5.5 This Agreement may be executed and delivered in any number of counterparts, including by way of facsimile or PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transaction Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada. The DIP Lender may, in its discretion, require that

any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

MGB INVESTMENTS LIMITED

Per:

Name: Michael G. Broadfoot

Title: General Partner

J.W. CARR HOLDINGS LTD.

Per: *MCarr*

Name: Marjorie Carr

Title: President

SPRUCE GROVE INDUSTRIAL PARK INC.

Per: *MCarr*

Name: Marjorie Carr

Title: President

272649 ALBERTA LTD.

Per: *MCarr*

Name: Marjorie Carr

Title: President

279896 ALBERTA LTD.

Per: MCarr

Name: Marjorie Carr

Title: President

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.

Per: MCarr

Name: Marjorie Carr

Title: President

1170292 ALBERTA LTD.

Per: MCarr

Name: Marjorie Carr

Title: President

627612 ALBERTA LTD.

Per: MCarr

Name: Marjorie Carr

Title: President

Accepted and Acknowledged by:

Personal Guarantor:

MCarr

Marjorie Carr

Exhibit B - First Amending Agreement - DIP Loan Agreement (JW Carr)(CAN_DMS_1004492175.1) (002)

Final Audit Report

2024-04-08

Created:	2024-04-08
By:	Carly Toronchuk (CToronchuk@mltaikins.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJeDzDlkJFRdGHPQS1FM_IsfSXeub5Aid

"Exhibit B - First Amending Agreement - DIP Loan Agreement (JW Carr)(CAN_DMS_1004492175.1) (002)" History

 Document created by Carly Toronchuk (CToronchuk@mltaikins.com)

2024-04-08 - 4:58:36 PM GMT- IP address: 209.115.236.226

 Document emailed to marj@jwcarrholdings.ca for signature

2024-04-08 - 4:59:42 PM GMT

 Email viewed by marj@jwcarrholdings.ca

2024-04-08 - 5:00:42 PM GMT- IP address: 187.199.69.52

 Signer marj@jwcarrholdings.ca entered name at signing as MCarr

2024-04-08 - 5:01:31 PM GMT- IP address: 187.199.69.52

 Document e-signed by MCarr (marj@jwcarrholdings.ca)

Signature Date: 2024-04-08 - 5:01:33 PM GMT - Time Source: server- IP address: 187.199.69.52

 Agreement completed.

2024-04-08 - 5:01:33 PM GMT



Adobe Acrobat Sign

This is Exhibit 'C' referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



COURT FILE NUMBER

2303-06543

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

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.

APPLICANT

MICHAEL G. BROADFOOT

DOCUMENT

INTERIM DISTRIBUTION ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT:

Norton Rose Fulbright Canada LLP
400 3rd Avenue SW, Suite 3700
Calgary, AB T2P 4H2

Gunnar Benediktsson | Miranda Sharpe
Telephone: 403.267.8256
Facsimile: 403.264.5973
Email: gunnar.benediktsson@nortonrosefulbright.com |
miranda.sharpe@nortonrosefulbright.com
File Number: 1001236005

DATE ON WHICH THIS ORDER WAS PRONOUNCED: November 20, 2023

LOCATION OF HEARING:

Edmonton, Alberta (via Webex)

NAME OF JUSTICE WHO MADE THIS ORDER:

The Honourable Justice M. E. Burns

UPON the application of Michael G. Broadfoot (**Broadfoot**), a creditor of J.W. Carr Holdings Ltd.

(**Carr Holdings**), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. (**272**), 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd. (collectively, the **CCAA Entities**); **AND UPON** having read this Honourable Court's initial order dated April 19th, 2023 (as amended, the **ARIO**) in which the CCAA Entities noted hereon obtained protection from creditors pursuant to the CCAA and Ernst & Young Inc. (the **Monitor**) was appointed Monitor of the CCAA Entities; **AND UPON** reviewing the application of Broadfoot filed on November 14, 2023 (the **Application**), the supporting affidavit of Michael G. Broadfoot affirmed on November 14, 2023 (the **Broadfoot Affidavit**), the supporting confidential affidavit of Michael G. Broadfoot affirmed on November 14, 2023 (the **Confidential Broadfoot Affidavit**), and the affidavit of Marjorie Carr dated November 17, 2023; **AND UPON** reviewing the written brief of argument of Broadfoot in support of the Application; **AND UPON** reviewing the 11th report of the Monitor (the **Eleventh Report**); **AND UPON** having heard submissions from counsel for Broadfoot, the CCAA Entities, the Monitor, and any other party that may be present, service of the Application having been effected on the service list as set out in the Affidavit of Service of Calvin Jim dated November 17, 2023;

IT IS HEREBY ORDERED AND DECLARED THAT:

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

Broadfoot Loan and Security

2. Broadfoot is a secured creditor of the CCAA Entities, in accordance with the valid loan and security agreements between Broadfoot and the CCAA Entities attached to the Broadfoot Affidavit.

Interim Distributions

3. Subject to paragraph 4 hereof, and in accordance with and in the manner set out at paragraph 49 of the Eleventh Report, the Monitor is hereby authorized and directed to pay

to Broadfoot 82% of the Net Share Sale Proceeds from the sale of shares in R'ohan Well Services Ltd. (the **R'ohan Shares**) as an interim distribution in partial satisfaction of amounts owing to Broadfoot by Carr Holdings.

4. In accordance with and in the manner set out at paragraph 49 of the Eleventh Report, the Monitor shall establish a holdback of \$300,000 from the payment to Broadfoot of the 82% of the Net Share Sale Proceeds (the **Holdback**), and shall hold the Holdback in trust pending further order of this Court in respect thereof.
5. Broadfoot, Canadian Western Bank (**CWB**) or the beneficiaries of the Administration Charge (as defined in the ARIO) have leave to apply for relief in the future in respect of the Holdback;
6. This order shall not prejudice or limit Broadfoot or CWB's right to assert a claim to, interest in, or priority in respect of the Holdback, which shall continue to stand in the stead of the R'ohan Shares in the same manner as the Net Share Sale Proceeds in accordance with the R'ohan Sale and Vesting Order.
7. Subject to paragraph 8, and in accordance with and in the manner set out at paragraph 49 of the Eleventh Report, the Monitor is hereby authorized and directed to pay to Broadfoot the net proceeds from the sale of certain assets to Garmun Realty Corp. by 272 as approved by the Honourable Justice G.S. Dunlop's Approval and Vesting Order dated August 24th, 2023 (the **August 24th SAVO**), to the extent remaining after making the distributions set out at paragraphs 9(a)-(e) of the August 24th SAVO, as an interim distribution in partial satisfaction of amounts owing to Broadfoot by 272 (the **Tundra Proceeds**).
8. In accordance with and in the manner set out at paragraph 49 of the Eleventh Report, the Monitor shall establish a holdback of \$244,238 from the payment to Broadfoot of the Tundra Proceeds (the **Lien Holdback**), and shall hold the Lien Holdback in trust pending further order of this Court in respect thereof.
9. In accordance with and in the manner set out at paragraph 49 of the Eleventh Report, The Monitor is hereby authorized and directed to pay to Broadfoot the net proceeds from the sale of certain assets to 1432185 B.C. Ltd. by 272 as approved by the Honourable Justice J.T. Neilson's Approval and Vesting Order dated September 14th, 2023 (the **September**

14th SAVO), to the extent remaining after the distributions set out at paragraphs 9(a)-(e) of the September 14th SAVO, as an interim distribution in partial satisfaction of amounts owing to Broadfoot by 272.

10. In accordance with and in the manner set out at paragraph 49 of the Eleventh Report, the Monitor is hereby authorized and directed to pay to Broadfoot the net proceeds from the sale of a real estate property with a civic address of 822-96 Avenue, Fort Saskatchewan, Alberta (the **Fort Saskatchewan Property**) as approved by this Honourable Court, in first priority and in advance of any Court-ordered charges or payments to any other creditors, as an interim distribution in partial satisfaction of amounts owing to Broadfoot by Carr Holdings.

Allocation

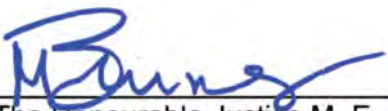
11. These distributions and this order are without prejudice to any position taken by any party in an allocation as directed under paragraph 46 of the ARIO.

Sealing Order

12. The Clerk of the Court is hereby directed to seal the Confidential Broadfoot Affidavit on the Court file until March 1, 2024 or until a further order from the Court extends or shortens the date.
13. The Clerk of the Court is hereby directed to seal the Confidential Broadfoot Affidavit in an envelope setting out the style of cause in the within proceeding and labelled:

THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS. THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON COURT FILE NO 2303-06543 PURSUANT TO THE ORDER ISSUED BY HONOURABLE JUSTICE M. E. BURNS ON NOVEMBER 20, 2023. THESE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL MARCH 1, 2024 OR FURTHER ORDER FROM THE COURT.

14. This Order may be served electronically on the service list in respect of these CCAA Proceedings, and such service shall be deemed good and sufficient for all purposes in respect of all persons entitled to service thereof.



The Honourable Justice M. E. Burns

APPROVED AS TO FORM AS BEING THE ORDER MADE:

Ernst & Young Inc.

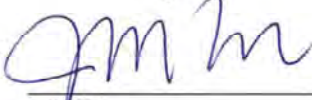
Per:

Sean Collins

Counsel for Ernst & Young Inc.

J.W. Carr Holdings Ltd.

Per:



Jeff Lee

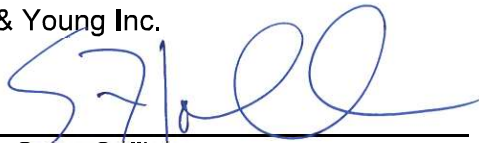
Counsel for J.W. Carr Holdings Ltd.

The Honourable Justice M. E. Burns

APPROVED AS TO FORM AS BEING THE ORDER MADE:

Ernst & Young Inc.

Per:



Sean Collins

Counsel for Ernst & Young Inc.

J.W. Carr Holdings Ltd.

Per:

Jeff Lee

Counsel for J.W. Carr Holdings Ltd.

This is Exhibit "D" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON OCTOBER 06,2023

S
LINC SHORT LEGAL TITLE NUMBER
0012 440 210 8020127;17;1 162 322 982

LEGAL DESCRIPTION
PLAN 8020127
BLOCK 17
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.05 HECTARES (2.59 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;22;SW

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 132 361 848

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

162 322 982 16/11/2016 TRANSFER OF LAND \$2,200,000 \$2,200,000

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

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

772 041 642 10/03/1977 ZONING REGULATIONS
BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE DEPARTMENT OF TRANSPORT

132 361 849 07/11/2013 MORTGAGE
MORTGAGEE - SERVUS CREDIT UNION LTD.
9930-99 AVE
GRANDE PRAIRIE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 322 982

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T8V0R5 ORIGINAL PRINCIPAL AMOUNT: \$1,593,750
132 361 850	07/11/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - SERVUS CREDIT UNION LTD. 9930-99 AVE GRANDE PRAIRIE ALBERTA T8V0R5 AGENT - TODD STRANG
132 377 262	21/11/2013	AMENDING AGREEMENT AFFECTS INSTRUMENT: 132361849
162 332 969	24/11/2016	DISCHARGE OF MORTGAGE 132361849 AND CAVEAT 132361850 AND AMENDING AGREEMENT 132377262
172 062 190	07/03/2017	MORTGAGE MORTGAGEE - LINDAN EQUITIES LTD. 7107-8 STREET EDMONTON ALBERTA T6P1T9 ORIGINAL PRINCIPAL AMOUNT: \$1,700,000
172 062 191	07/03/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LINDAN EQUITIES LTD. 7107-8 STREET NW EDMONTON ALBERTA T6P1T9 AGENT - DAN R CHUBB
172 335 514	18/12/2017	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 100, 12230 JASPER AVE EDMONTON ALBERTA T5N3K3 ORIGINAL PRINCIPAL AMOUNT: \$1,750,000
172 335 515	18/12/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK. 2500, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - JONATHAN C CALVERT
182 000 078	02/01/2018	DISCHARGE OF MORTGAGE 172062190

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 322 982

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
182 000 079	02/01/2018	DISCHARGE OF CAVEAT 172062191

212 134 694	17/06/2021	CAVEAT RE : LEASE INTEREST CAVEATOR - TUNDRA PROCESS SOLUTIONS LTD. ATTEN.: CHIEF EXECUTIVE OFFICER 3200 - 118TH AVENUE, SE CALGARY ALBERTA T2Z3X1 AGENT - SLADE RIEGER
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222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW EDMONTON ALBERTA T5N3Y4 DEBTOR - 272649 ALBERTA LTD. 2400, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AMOUNT: \$2,464,479 AND COSTS IF ANY ACTION NUMBER: 2203 02632
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232 100 151	27/03/2023	CONSTRUCTION LIEN LIENOR - LEHIGH HANSON MATERIALS LIMITED. C/O INLAND CONCRETE 12640 INLAND WAY NW EDMONTON ALBERTA T5V1K2 AGENT - PRIORITY CREDIT MANAGEMENT CORP. AMOUNT: \$26,138 DATE RECEIVED DECEMBER 20, 2022 SEE INSTRUMENT FOR INTEREST
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232 100 416	28/03/2023	BUILDER'S LIEN LIENOR - LSM LEE'S SHEET METAL (2007) LTD. C/O KMSC LAW LLP 401 10514 67 AVENUE GRANDE PRAIRIE ALBERTA T8W0K8 AGENT - KRISTIAN TOIVONEN AMOUNT: \$128,362 DATE RECEIVED: DECEMBER 21, 2022
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232 108 342	05/04/2023	BUILDER'S LIEN LIENOR - ATB DRYWALL GRANDE PRAIRIE LTD. 52, 714010 RANGE ROAD 73 COUNTY OF GRANDE PRAIRIE NO.1 ALBERTA T8W5J7 AGENT - MICHAEL WHATON
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(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

162 322 982

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$52,539
DATE RECEIVED: JANUARY 11, 2023

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 156 051 17/05/2023 MORTGAGE
MORTGAGEE - MICHAEL G BROADFOOT
163 WILDWOOD DRIVE SW
CALGARY
ALBERTA T3C3C8
ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

232 165 019 25/05/2023 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 232100416
RECEIVED MARCH 21, 2023.

232 173 171 31/05/2023 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 232108342
BUILDERS' LIEN ACT
APRIL 17, 2023.

232 209 627 07/07/2023 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - CANADIAN WESTERN BANK.
600, 12220 STONY PLAIN ROAD
EDMONTON
ALBERTA T5N3Y4
AGENT - CHARLES P RUSSELL

232 290 357 23/09/2023 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 232100151
DATE RECEIVED: AUGUST 18, 2023

232 291 046 25/09/2023 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - CANADIAN WESTERN BANK.
600,12220 STONY PLAIN RD
EDMONTON
ALBERTA T5N3Y4
AGENT - CHARLES P RUSSELL

232 304 864 06/10/2023 ORDER
OWNERS - GARMUN REALTY CORP.
PO BOX 1385
EDMONTON MAIN
EDMONTON

(CONTINUED)

REGISTRATION

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

ALBERTA T5J2N2

NEW TITLE ISSUED

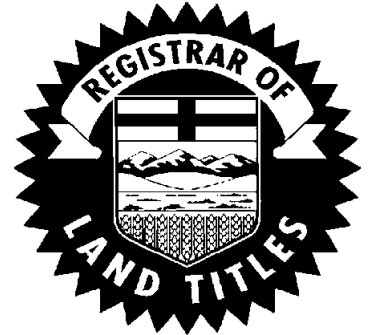
AFFECTS INSTRUMENT:	172335514
AFFECTS INSTRUMENT:	172335515
AFFECTS INSTRUMENT:	222274972
AFFECTS INSTRUMENT:	232100151
AFFECTS INSTRUMENT:	232100416
AFFECTS INSTRUMENT:	232108342
AFFECTS INSTRUMENT:	232115335
AFFECTS INSTRUMENT:	232156051
AFFECTS INSTRUMENT:	232165019
AFFECTS INSTRUMENT:	232173171
AFFECTS INSTRUMENT:	232209627
AFFECTS INSTRUMENT:	232290357
AFFECTS INSTRUMENT:	232291046

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:16 A.M.

ORDER NUMBER: 50169425

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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

This is Exhibit E referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



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:

MLT AIKINS LLP
Suite 2200, 10135 – 101st Street NW
Edmonton, AB T5J 3G1
Attention: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé
Telephone: (306) 975-7136 / (780) 969-3518
Facsimile: (306) 975-7145 / (780) 969-3549
Email: jmlee@mltaikins.com / mderendube@mltaikins.com

**DATE ON WHICH ORDER WAS
PRONOUNCED:**

August 22, 2023

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

The Honourable Justice G.S. Dunlop

LOCATION OF HEARING:

Edmonton, Alberta

UPON the Application of J.W. Carr Holdings Ltd., Spruce Grove Industrial Park Inc., 272649 Alberta Ltd. ("**272**"), 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd (collectively, the "**Applicants**") for an Order approving the sale transaction (the "**Transaction**") contemplated by the agreement for purchase and sale (the "**PSA**") between 272 and Garman Realty Corp. (or its nominee(s)) (the "**Purchaser**"), appended to the Fourth Confidential Affidavit of Marjorie Carr, sworn August 14, 2023 (the "**Fourth Confidential Carr Affidavit**"), vesting in the

Purchaser all of 272's right, title and interest in and to the assets described in the PSA (the "**Purchased Assets**");

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 Fourth Confidential Carr Affidavit; and the Seventh Report of the Monitor; and the Affidavit of Service, filed; **AND UPON HEARING** the submission 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 Fourth Confidential Carr Affidavit.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the PSA by 272 and the Monitor is hereby authorized and approved, with such minor amendments as 272 and the Monitor may deem necessary. 272 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), including but not limited to the execution of an Assignment and Assumption Agreement regarding certain Assumed Contracts, as more particularly defined in the PSA.

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 of 272's right, title and interest 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 "C"** 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 "D"** (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 Certificate of Title No. 162 322 982 for those lands and premises municipally described as 11517 – 89 Avenue, Grande Prairie, and legally described as:

PLAN 8020127
BLOCK 17
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.05 HECTARES (2.59 ACRES) MORE OR LESS

(the "**Lands**")

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee), namely, Garmon Realty Corp. (or its nominee(s));

(iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**;

(iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands; 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 272 and the Monitor of 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 272 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 purpose 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 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 Applicants and the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however that Counsel for 272 shall distribute the net sale proceeds derived from the sale of the Purchased Assets as follows:
 - (a) by paying the reasonable professional fees and disbursements of legal counsel for 272 for its work solely relating to the closing of the Transaction;
 - (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 Purchased Assets which rank in priority to the Mortgage held by Canadian Western Bank (the "**CWB 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 Purchased Assets pursuant to the Amended and Restated SISP Order;
 - (e) by paying to Canadian Western Bank (“**CWB**”) any amounts owing under and pursuant to the CWB Mortgage, to be credited toward the amounts owing to CWB, subject to:
 - (i) verification by the Monitor of the indebtedness owing to CWB under the CWB Mortgage; and
 - (ii) the Monitor obtaining a legal opinion from its independent legal counsel that the security on the Purchased Assets held by CWB 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.
10. 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 272.
11. Upon completion of the Transaction, the Applicants and all persons who claim by, through or under the Applicants in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
12. 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 Applicants or any person claiming by, through or against the Applicants.
13. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants.
14. 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

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the “**BIA**”), in respect of 272, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of 272; 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 Applicants and shall not be void or voidable by creditors of the Applicants, 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.

16. The Applicants, 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.

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 the Applicants 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 272 and the Monitor and its agents in carrying out the terms of this Order.

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 Monitor's website at:
<https://documentcentre.ey.com/#/detail-engmt?eid=521>

and service on any other person is hereby dispensed with.

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 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

MLT AIKINS LLP
Suite 2200, 10135 – 101st Street NW
Edmonton, AB T5J 3G1
Solicitor: Jeffrey M. Lee, K.C. / Mandi Deren-Dubé
Telephone: (306) 975-7136 / (780) 969-3518
Facsimile: (306) 975-7145 / (780) 969-3549
Email: jmlee@mltaikins.com / mderendube@mltaikins.com

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., 1170292 Alberta Ltd. and 627612 Alberta Ltd. (the “**Applicants**”).

2. Pursuant to an Order of the Court dated August 22, 2023, the Court approved the agreement of purchase and sale dated July 26, 2023 (the “**PSA**”) pertaining to certain real property owned by 272649 Alberta Ltd. (“**272**”) between 272 and Garmun Realty Corp., or its nominee(s) (the “**Purchaser**”) and provided for the vesting in the Purchaser of all right, title and interest of 272 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 12 and 13 of the PSA have been satisfied or waived by 272, 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 272 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 12 and 13 of the PSA have been satisfied or waived by 272, 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 272649 Alberta Ltd. and
not in its personal capacity.**

Per;_____

Name:

Title:

Schedule "B"

Purchased Assets

1. Land with a municipal address of 11517 - 89 Avenue, Grande Prairie Alberta and a Legal Description of:

PLAN 8020127
BLOCK 17
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.05 HECTARES (2.59 ACRES) MORE OR LESS

(collectively, the "**Lands**")
2. All improvement on the Lands; and
3. Certain lease agreements, more particularly described as follows (the "**Assumed Contracts**"):
 - a. Lease Agreement dated June 13, 2017, and executed 272649 Alberta Ltd. and Tundra Process Solutions Ltd.; and
 - b. Lease Amendment dated December 15, 2021, and executed by 272649 Alberta Ltd. And Tundra Process Solutions Ltd.

(collectively, the "**Purchased Assets**")

Schedule "C"

Encumbrances

Instrument No.	Registration Date	Registration
172 335 514	18/12/2017	Mortgage
172 335 515	18/12/2017	Caveat Re: Assignment of Rents and Leases
222 274 972	26/11/2022	Writ
232 100 151	27/03/2023	Construction Lien
232 100 416	28/03/2023	Builder's Lien
232 108 342	05/04/2023	Builder's Lien
232 115 335	13/04/2023	Tax Notification
232 156 051	17/05/2023	Mortgage
232 165 019	25/05/2023	Certificate of Lis Pendens
232 173 171	31/05/2023	Certificate of Lis Pendens
232 209 627	07/07/2023	Caveat Re: Agreement Charging Land

Schedule "D"

Permitted Encumbrances

Instrument No.	Registration Date	Registration
772 041 642	10/03/1977	Zoning Regulation
212 134 694	17/06/2021	Caveat Re: Lease Interest

This is Exhibit "F" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0033 049 974 0628168;412

TITLE NUMBER
122 174 562 +17

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168

UNIT 412

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +32

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +17

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST

(CONTINUED)

REGISTRATION

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

FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF AUGUST,
2023 AT 01:18 P.M.

ORDER NUMBER: 48194498

CUSTOMER FILE NUMBER: 027052573167



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 798 0628168;594 122 174 562 +49

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168

UNIT 594

AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +214

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +49

REGISTRATION

NUMBER

DATE (D/M/Y)

PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +49

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF AUGUST,
2023 AT 01:18 P.M.

ORDER NUMBER: 48194498

CUSTOMER FILE NUMBER: 027052573167



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 089 0628168;423 122 174 562 +19

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 423
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +43

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +19

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF
DECEMBER, 2023 AT 02:58 P.M.

ORDER NUMBER: 49082236

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 683 0628168;483 122 174 562 +28

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 483
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +103

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"

062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +28

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF
DECEMBER, 2023 AT 02:58 P.M.

ORDER NUMBER: 49082236

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 509 0628168;565 122 174 562 +41

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 565
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +185

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +41

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 20 DAY OF
FEBRUARY, 2024 AT 04:54 P.M.

ORDER NUMBER: 49778122

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0033 050 155	0628168;430	122 174 562 +20

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 430
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +50

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +20

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 20 DAY OF
FEBRUARY, 2024 AT 04:54 P.M.

ORDER NUMBER: 49778122

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 212 0628168;436 122 174 562 +22

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 436
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +56

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +22

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +22

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 9 DAY OF
OCTOBER, 2023 AT 02:41 P.M.

ORDER NUMBER: 48546329

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 840 0628168;499 122 174 562 +31

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 499
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +119

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +31

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

122 174 562 +31

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 9 DAY OF
OCTOBER, 2023 AT 02:41 P.M.

ORDER NUMBER: 48546329

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0032 133 712

0628168;275

122 174 562 +2

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168

UNIT 275

AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 062 576 042 +274

REGISTERED OWNER (				CONSIDERATION
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.

OF C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 3 DAY OF
OCTOBER, 2023 AT 04:00 P.M.

ORDER NUMBER: 48507202

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 134 470 0628168;351 122 174 562 +5

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 351
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 062 576 042 +350

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +5

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. ATTN LAND & RECORDS MANAGEMENT 10035 105 ST EDMONTON ALBERTA T5J2V6 AGENT - ALASTAIR HODGSON
062 424 811	21/09/2006	CAVEAT RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE CITY OF GRANDE PRAIRIE. AUDREY CERNY PO BAG 4000 GRANDE PRAIRIE ALBERTA T8V6V3 AGENT - AUDREY CERNY
062 575 648	13/12/2006	EASEMENT AS TO PORTION OR PLAN:0628150 OVER AND FOR BENEFIT: SEE INSTRUMENT
122 174 563	05/06/2012	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 10705 WEST SIDE DRIVE GRANDE PRAIRIE ALBERTA T8V8E6 ORIGINAL PRINCIPAL AMOUNT: \$2,880,000
122 174 564	05/06/2012	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BANK OF MONTREAL. #2500, 10303 JASPER AVENUE EDMONTON ALBERTA T5J3N6 AGENT - JONATHAN C CALVERT
132 222 550	23/07/2013	AMENDING AGREEMENT AMOUNT: \$3,771,674 AFFECTS INSTRUMENT: 122174563
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 3 DAY OF
OCTOBER, 2023 AT 04:00 P.M.

ORDER NUMBER: 48507202

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0033 050 428 0628168;457

TITLE NUMBER
122 174 562 +24

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168
UNIT 457

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +77

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +24

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +24

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 26 DAY OF JULY,
2023 AT 03:39 P.M.

ORDER NUMBER: 47899518

CUSTOMER FILE NUMBER: 159371-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 699 0628168;584 122 174 562 +47

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 584
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +204

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +47

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +47

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 26 DAY OF JULY,
2023 AT 03:39 P.M.

ORDER NUMBER: 47899518

CUSTOMER FILE NUMBER: 159371-8



END OF CERTIFICATE

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 568 0628168;471 122 174 562 +26

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 471
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +91

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +26

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 23 DAY OF
OCTOBER, 2023 AT 11:08 A.M.

ORDER NUMBER: 48677090

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 444 0628168;459 122 174 562 +25

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 459
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +79

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +25

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +25

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 23 DAY OF
OCTOBER, 2023 AT 11:08 A.M.

ORDER NUMBER: 48677090

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 133 837 0628168;287 122 174 562 +3

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 287
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 062 576 042 +286

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 21 DAY OF
NOVEMBER, 2023 AT 09:06 A.M.

ORDER NUMBER: 48928793

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 134 413 0628168;345 122 174 562 +4

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 345
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 062 576 042 +344

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +4

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

122 174 562 +4

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 21 DAY OF
NOVEMBER, 2023 AT 09:06 A.M.

ORDER NUMBER: 48928793

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 137 0628168;528 122 174 562 +37

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 528
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +148

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +37

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OF PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 7 DAY OF
FEBRUARY, 2024 AT 10:06 A.M.

ORDER NUMBER: 49667331

CUSTOMER FILE NUMBER: 0166484.0001



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 293 0628168;544 122 174 562 +38

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 544
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +164

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +38

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

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

TOTAL INSTRUMENTS: 009

(CONTINUED)

PENDING REGISTRATION QUEUE

PAGE 3

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	# 122 174 562 +38 LAND ID
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D00ABRW 12/09/2022 KMSC LAW LLP
780-532-7771

CUSTOMER FILE NUMBER:
130064

001

CAVEAT

0033 051 293

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 9 DAY OF
DECEMBER, 2022 AT 09:37 A.M.

ORDER NUMBER: 46045577

CUSTOMER FILE NUMBER: 159371.1



END OF CERTIFICATE

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

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

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.



LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0033 049 966	0628168;411	122 174 562 +16

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168

UNIT 411

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +31

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +16

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +16

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF AUGUST,
2023 AT 01:18 P.M.

ORDER NUMBER: 48194498

CUSTOMER FILE NUMBER: 027052573167



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 964 0628168;511 122 174 562 +33

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168

UNIT 511

AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +131

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +33

REGISTRATION

NUMBER

DATE (D/M/Y)

PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

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

EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF AUGUST,
2023 AT 01:18 P.M.

ORDER NUMBER: 48194498

CUSTOMER FILE NUMBER: 027052573167



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JANUARY 08,2024

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 913 0628168;606 122 174 562 +50

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 606
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +226

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"

062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +50

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +50

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 174 562 +50

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
232 182 716	09/06/2023	DISCHARGE OF CAVEAT 232016101
232 182 717	09/06/2023	CAVEAT RE : TRUST AGREEMENT CAVEATOR - SHANE PETER MUDRYK 11009-65 AVE GRANDE PRAIRIE ALBERTA T8W0B4 AGENT - GARETH R PUGH
242 006 381	08/01/2024	TRANSFER OF LAND OWNERS - ALAIN JOBIN OWNERS - BRENDA JOBIN BOTH OF: 212 12330 102 STREET GRANDE PRAIRIE ALBERTA T8V0N4 AS JOINT TENANTS NEW TITLE ISSUED

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

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON NOVEMBER 28,2023

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 384 0628168;553 122 174 562 +40

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 553
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +173

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +40

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +40

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 174 562 +40

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

232 182 716 09/06/2023 DISCHARGE OF CAVEAT 232016101

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

232 364 923 28/11/2023 TRANSFER OF LAND
OWNERS - ABILIO NUNES
#11, 301 WYE ROAD
SHERWOOD PARK
ALBERTA T8B0A5
NEW TITLE ISSUED

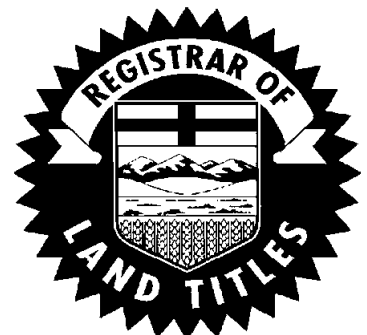
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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

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HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON FEBRUARY 21,2024

S
LINC SHORT LEGAL TITLE NUMBER
0033 049 800 0628168;395 122 174 562 +14

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 395
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +15

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"

062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +14

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +14

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

REGISTRATION

122 174 562 +14

NUMBER	DATE (D/M/Y)	PARTICULARS
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
232 182 716	09/06/2023	DISCHARGE OF CAVEAT 232016101
232 182 717	09/06/2023	CAVEAT RE : TRUST AGREEMENT CAVEATOR - SHANE PETER MUDRYK 11009-65 AVE GRANDE PRAIRIE ALBERTA T8W0B4 AGENT - GARETH R PUGH
242 050 287	21/02/2024	TRANSFER OF LAND OWNERS - BERNICE OUELLETTE 116, 12330-102 ST GRANDE PRAIRIE ALBERTA T8V0N4 NEW TITLE ISSUED AFFECTS INSTRUMENT: 122174563 AFFECTS INSTRUMENT: 122174564 AFFECTS INSTRUMENT: 132222550 AFFECTS INSTRUMENT: 232133010 AFFECTS INSTRUMENT: 232182717

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

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON OCTOBER 16, 2023

S
LINC SHORT LEGAL TITLE NUMBER
0033 049 735 0628168;388 122 174 562 +10

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 388
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +8

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"

062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +10

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +10

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 174 562 +10

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

232 182 716 09/06/2023 DISCHARGE OF CAVEAT 232016101

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

232 313 903 16/10/2023 TRANSFER OF LAND
OWNERS - RICKIE ROSENBERGER
OWNERS - CHRISTINE ROSENBERGER
BOTH OF:
5342 57 AVE
OLDS
ALBERTA T4H1J3
AS JOINT TENANTS
NEW TITLE ISSUED

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

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON NOVEMBER 28,2023

S
LINC SHORT LEGAL TITLE NUMBER
0033 049 751 0628168;390 122 174 562 +12

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 390
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +10

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +12

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +12

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 174 562 +12

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263

232 182 716 09/06/2023 DISCHARGE OF CAVEAT 232016101

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

232 364 923 28/11/2023 TRANSFER OF LAND
OWNERS - ABILIO NUNES
#11, 301 WYE ROAD
SHERWOOD PARK
ALBERTA T8B0A5
NEW TITLE ISSUED

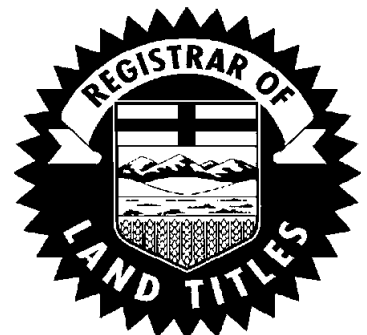
* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 024

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON FEBRUARY 21,2024

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 790 0628168;494 122 174 562 +30

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 494
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +114

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"

052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"

062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +30

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +30

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

REGISTRATION

122 174 562 +30

NUMBER	DATE (D/M/Y)	PARTICULARS
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
232 182 716	09/06/2023	DISCHARGE OF CAVEAT 232016101
232 182 717	09/06/2023	CAVEAT RE : TRUST AGREEMENT CAVEATOR - SHANE PETER MUDRYK 11009-65 AVE GRANDE PRAIRIE ALBERTA T8W0B4 AGENT - GARETH R PUGH
242 050 287	21/02/2024	TRANSFER OF LAND OWNERS - BERNICE OUELLETTE 116, 12330-102 ST GRANDE PRAIRIE ALBERTA T8V0N4 NEW TITLE ISSUED AFFECTS INSTRUMENT: 122174563 AFFECTS INSTRUMENT: 122174564 AFFECTS INSTRUMENT: 132222550 AFFECTS INSTRUMENT: 232133010 AFFECTS INSTRUMENT: 232182717

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

TOTAL INSTRUMENTS: 024

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON OCTOBER 16, 2023

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 624 0628168;577 122 174 562 +46

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 577
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +197

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +46

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +46

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 174 562 +46

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
232 182 716	09/06/2023	DISCHARGE OF CAVEAT 232016101
232 182 717	09/06/2023	CAVEAT RE : TRUST AGREEMENT CAVEATOR - SHANE PETER MUDRYK 11009-65 AVE GRANDE PRAIRIE ALBERTA T8W0B4 AGENT - GARETH R PUGH
232 313 903	16/10/2023	TRANSFER OF LAND OWNERS - RICKIE ROSENBERGER OWNERS - CHRISTINE ROSENBERGER BOTH OF: 5342 57 AVE OLDS ALBERTA T4H1J3 AS JOINT TENANTS NEW TITLE ISSUED

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

TOTAL INSTRUMENTS: 025

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON JANUARY 08,2024

S
LINC SHORT LEGAL TITLE NUMBER
0033 049 982 0628168;413 122 174 562 +18

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 413
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +33

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +18

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

102 007 636 07/01/2010 MORTGAGE
MORTGAGEE - ROMSPEN INVESTMENT CORPORATION.
162 CUMBERLAND STREET,SUITE 300
TORONTO
ONTARIO M5R3N5
ORIGINAL PRINCIPAL AMOUNT: \$8,900,000

102 007 637 07/01/2010 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JOHN S LITTLE

102 007 638 07/01/2010 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - ROMSPEN INVESTMENT CORPORATION.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - W ROY SHOULDICE

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +18

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T8V8E6

ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - BANK OF MONTREAL.

#2500, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - JONATHAN C CALVERT

122 196 310 20/06/2012 MORTGAGE

MORTGAGEE - DORCAS BERRY

107 WESTBROOK DRIVE NW

EDMONTON

ALBERTA T6J2C8

ORIGINAL PRINCIPAL AMOUNT: \$970,000

122 207 397 28/06/2012 DISCHARGE OF MORTGAGE 102007636

122 207 398 28/06/2012 DISCHARGE OF CAVEAT 102007637

122 207 399 28/06/2012 DISCHARGE OF CAVEAT 102007638

122 305 424 17/09/2012 CAVEAT

RE : ASSIGNMENT OF RENTS AND LEASES

CAVEATOR - DORCAS BERRY

C/O CARR & LONG

2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J3N6

AGENT - CATHERINE M LONG

132 222 550 23/07/2013 AMENDING AGREEMENT

AMOUNT: \$3,771,674

AFFECTS INSTRUMENT: 122174563

132 291 745 13/09/2013 DISCHARGE OF MORTGAGE 122196310

132 291 746 13/09/2013 DISCHARGE OF CAVEAT 122305424

232 016 101 16/01/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.

C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J3N6

AGENT - GARETH R PUGH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

122 174 562 +18

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
232 133 010	27/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T5J3N6 DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. C/O 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: \$4,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
232 182 716	09/06/2023	DISCHARGE OF CAVEAT 232016101
232 182 717	09/06/2023	CAVEAT RE : TRUST AGREEMENT CAVEATOR - SHANE PETER MUDRYK 11009-65 AVE GRANDE PRAIRIE ALBERTA T8W0B4 AGENT - GARETH R PUGH
242 006 381	08/01/2024	TRANSFER OF LAND OWNERS - ALAIN JOBIN OWNERS - BRENDA JOBIN BOTH OF: 212 12330 102 STREET GRANDE PRAIRIE ALBERTA T8V0N4 AS JOINT TENANTS NEW TITLE ISSUED

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

TOTAL INSTRUMENTS: 025

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF APRIL,
2024 AT 09:37 A.M.

ORDER NUMBER: 50170090

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 049 768 0628168;391 122 174 562 +13

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 391
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +11

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +13

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2024 AT 10:33 A.M.

ORDER NUMBER: 50111561

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0033 050 311

0628168;446

122 174 562 +23

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0628168

UNIT 446

AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +66

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.

OF C/O 2400, 10303 JASPER AVENUE

EDMONTON

ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +23

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 174 562 +23

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2024 AT 10:33 A.M.

ORDER NUMBER: 50111561

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 050 998 0628168;514 122 174 562 +34

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 514
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +134

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +34

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON
ALBERTA T5J3N6
AMOUNT: \$4,150,000 AND COSTS IF ANY
ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT
RE : TRUST AGREEMENT
CAVEATOR - SHANE PETER MUDRYK
11009-65 AVE
GRANDE PRAIRIE
ALBERTA T8W0B4
AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2024 AT 10:33 A.M.

ORDER NUMBER: 50111561

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 046 0628168;519 122 174 562 +35

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 519
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +139

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +35

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2024 AT 10:33 A.M.

ORDER NUMBER: 50111561

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 111 0628168;526 122 174 562 +36

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 526
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +146

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

122 174 562 05/06/2012 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

052 085 198 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 199 07/03/2005 EASEMENT
 "OVER 0521229;3;2"
052 085 200 07/03/2005 EASEMENT
 "OVER AND FOR THE BENEFIT OF"
062 252 896 14/06/2006 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +36

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2024 AT 10:33 A.M.

ORDER NUMBER: 50111561

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 051 319 0628168;546 122 174 562 +39

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0628168
UNIT 546
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;SE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 082 073 131 +166

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 174 562	05/06/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
OF C/O 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 085 198	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 199	07/03/2005	EASEMENT "OVER 0521229;3;2"
052 085 200	07/03/2005	EASEMENT "OVER AND FOR THE BENEFIT OF"
062 252 896	14/06/2006	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 174 562 +39

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : RIGHT OF WAY AGREEMENT
CAVEATOR - ATCO ELECTRIC LTD.
ATTN LAND & RECORDS MANAGEMENT
10035 105 ST
EDMONTON
ALBERTA T5J2V6
AGENT - ALASTAIR HODGSON

062 424 811 21/09/2006 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF GRANDE PRAIRIE.
AUDREY CERNY
PO BAG 4000
GRANDE PRAIRIE
ALBERTA T8V6V3
AGENT - AUDREY CERNY

062 575 648 13/12/2006 EASEMENT
AS TO PORTION OR PLAN:0628150
OVER AND FOR BENEFIT: SEE INSTRUMENT

122 174 563 05/06/2012 MORTGAGE
MORTGAGEE - BANK OF MONTREAL.
10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,880,000

122 174 564 05/06/2012 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
#2500, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J3N6
AGENT - JONATHAN C CALVERT

132 222 550 23/07/2013 AMENDING AGREEMENT
AMOUNT: \$3,771,674
AFFECTS INSTRUMENT: 122174563

232 133 010 27/04/2023 WRIT
CREDITOR - MARA DEVELOPMENTS LTD.
200, 9906-102 ST
FORT SASKATCHEWAN
ALBERTA T5J3N6
DEBTOR - GRANDE PRAIRIE PLACE ENTERPRISES (1996)
INC.
C/O 2400, 10303 JASPER AVE NW

(CONTINUED)

REGISTRATION

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

EDMONTON

ALBERTA T5J3N6

AMOUNT: \$4,150,000 AND COSTS IF ANY

ACTION NUMBER: 2203 08263

232 182 717 09/06/2023 CAVEAT

RE : TRUST AGREEMENT

CAVEATOR - SHANE PETER MUDRYK

11009-65 AVE

GRANDE PRAIRIE

ALBERTA T8W0B4

AGENT - GARETH R PUGH

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

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2024 AT 10:33 A.M.

ORDER NUMBER: 50111561

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

This is Exhibit "G" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

232182717

ORDER NUMBER: 50152095

ADVISORY

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CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT GARETH R. PUGH, Barrister and Solicitor, Solicitor and Agent for the Caveator, SHANE PETER MUDRYK of 11009 65 Avenue, Grande Prairie, AB T8W 0B4 claims an interest in the lands described below pursuant to a Trust Declaration dated the 5th day of August 2022, a copy of which is attached hereto between GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. of 2400, 10303 Jasper Avenue, Edmonton, AB T5J 3N6 and the Caveator, in the lands described as follows:

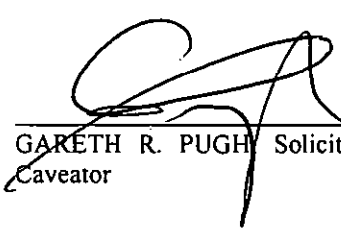
See Attached Schedule "B"

  GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. standing in the register in the name of ~~SHANE PETER MUDRYK~~, forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the Certificate of Title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served:

SHANE PETER MUDRYK, 11009 65 Avenue, Grande Prairie, AB T8W 0B4

IN WITNESS WHEREOF I, the Solicitor and agent of the Caveator have hereunto set my hand this ~~22~~ day of March, 2023


GARETH R. PUGH Solicitor and Agent of the Caveator

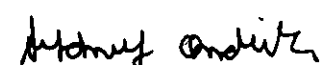
AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, GARETH R. PUGH, Barrister & Solicitor of Grande Prairie, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

1. I am the agent for the above named Caveator.
2. I believe the Caveator has a good and valid claim on the land, and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN BEFORE ME at the City of Grande Prairie, in the Province of Alberta, this ~~22~~ day of March 2023.


A Commissioner for Oaths in and for the Province of Alberta.

)
)
)
)
)
)
)

GARETH R. PUGH

Sydney Anne Ondrik
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
EXPIRES: October 21, 2024

TRUST DEED

THIS TRUST DEED made this 5 day of August, A.D. 2022 by GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. of Edmonton, Alberta.

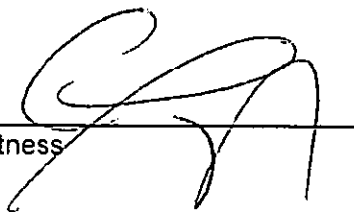
WHEREAS GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. holds an interest in twenty-three (23) Condominium Units and twenty-nine (29) underground heated Parking Stalls (Titled Units) located in buildings B and C of Inverness Estates, a three phased Condominium development located in Grande Prairie, Alberta, as further set out in the summary attached as Schedule "A" and the land title certificates attached as Schedule "B" (the "Lands")

NOW THIS DEED WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. hereby declares that it holds an undivided one-half (1/2) interest in the Lands in trust for Shane Peter Mudryk, or nominee, and hereby agrees:

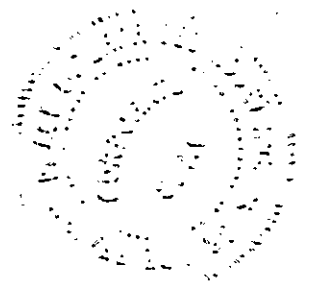
1. THAT notwithstanding the transfer that resulted in GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. becoming the registered owner of the Lands and title being issued to GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., the beneficial ownership of the Lands is and always has been owned as follows:
 - a) GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. as to an undivided one-half (1/2) interest; and
 - b) Shane Peter Mudryk, or nominee, as to an undivided one-half (1/2) interest.
2. THAT the undersigned confirms that Shane Peter Mudryk, or nominee, is authorized to file a Beneficial Owner Caveat against the Lands.
3. THAT notwithstanding the date hereof, this trust has subsisted since the 5th day of June, 2012.

GRANDE PRAIRIE PLACE
ENTERPRISES (1996) INC.


MARJORIE CARR


Witness


Shane Peter Mudryk



SCHEDULE "B"

SEE ATTACHED

1. CONDOMINIUM PLAN 0628168
UNIT 345
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. CONDOMINIUM PLAN 0628168
UNIT 351
AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
3. CONDOMINIUM PLAN 0628168
UNIT 471
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
4. CONDOMINIUM PLAN 0628168
UNIT 483
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
5. CONDOMINIUM PLAN 0628168
UNIT 494
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING
THEREOUT ALL MINES AND MINERALS
6. CONDOMINIUM PLAN 0628168
UNIT 499
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
7. CONDOMINIUM PLAN 0628168
UNIT 511
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
8. CONDOMINIUM PLAN 0628168
UNIT 514
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
9. CONDOMINIUM PLAN 0628168
UNIT 519

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

10. CONDOMINIUM PLAN 0628168

UNIT 526

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

11. CONDOMINIUM PLAN 0628168

UNIT 528

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

12. CONDOMINIUM PLAN 0628168

UNIT 544

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

13. CONDOMINIUM PLAN 0628168

UNIT 546

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

14. CONDOMINIUM PLAN 0628168

UNIT 553

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

15. CONDOMINIUM PLAN 0628168

UNIT 565

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

16. CONDOMINIUM PLAN 0628168

UNIT 577

AND 5 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

17. CONDOMINIUM PLAN 0628168

UNIT 584

AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

18. CONDOMINIUM PLAN 0628168
UNIT 594
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
19. CONDOMINIUM PLAN 0628168
UNIT 606
AND 6 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
20. CONDOMINIUM PLAN 0628168
UNIT 275
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
21. CONDOMINIUM PLAN 0628168
UNIT 287
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
22.
CONDOMINIUM PLAN 0628168
UNIT 388
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
23. CONDOMINIUM PLAN 0628168
UNIT 390
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
24. CONDOMINIUM PLAN 0628168
UNIT 391
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
25. CONDOMINIUM PLAN 0628168
UNIT 395
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
26. CONDOMINIUM PLAN 0628168
UNIT 411
AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

27. CONDOMINIUM PLAN 0628168

UNIT 412

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

28. CONDOMINIUM PLAN 0628168

UNIT 413

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

29. CONDOMINIUM PLAN 0628168

UNIT 423

AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

30. CONDOMINIUM PLAN 0628168

UNIT 430

AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

31. CONDOMINIUM PLAN 0628168

UNIT 436

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

32. CONDOMINIUM PLAN 0628168

UNIT 446

AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

33. CONDOMINIUM PLAN 0628168

UNIT 457

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

34. CONDOMINIUM PLAN 0628168

UNIT 459

AND 34 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS



232182717

232182717 REGISTERED 2023 06 09
CAVE - CAVEAT
DOC 2 OF 2 DRR#: E002TEL ADR/CELDER
LINC/S: 0032133712 +

This is Exhibit "H" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 20 24

A Notary Public, A Commissioner for Oaths
in and for Alberta

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

232141204

ORDER NUMBER: 50171268

ADVISORY

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FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(627612 Alberta Ltd.)

Principal Sum: \$20,000,000.00 ✓
Interest Rate: 20.00% per annum
Date: February 23, 2023, with effect as of October 15, 2022

ARTICLE 1- PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of Michael G. Broadfoot ("**Secured Party**"), the principal sum herein stipulated on presentation and surrender of this debenture at the Secured Party's address at 163 Wildwood Drive SW, Calgary, AB T3C 3C8, or at such other place as the Secured Party may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place. ✓

The Secured Party is the person entitled to receive the principal of and interest on this debenture and all other amounts payable hereunder.

ARTICLE 2- CHARGE

Charge

2.1 As security for the due payment, performance and final and indefeasible satisfaction in full of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (including fees, expenses, costs and indemnities) under, pursuant to or in connection with the Guarantee dated as of the date hereof (the "**Guarantee**") made by the Debtor and the other guarantors party thereto in favour of the Secured Party and the other Loan Documents to which it is a party (collectively, the "**Obligations**"), the Debtor hereby:

- (a) mortgages as and by way of a continuing first, fixed and specific mortgage and charge to and in favour of the Secured Party and his successors and permitted assigns, for the benefit of the Secured Party and his successors and permitted assigns, right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal, present or future) in and to the lands described in Schedule A hereto and all real property, buildings, offices, warehouses, structures, improvements, expansions, erections, works and fixtures now or hereafter located on such lands and all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property and all proceeds, rents, issues, revenues, profits and other income (including insurance proceeds) accruing from or in respect of any of the foregoing properties and assets (collectively, the "**Specifically Mortgaged Property**");

- (b) charges as and by way of a continuing first floating charge to and in favour of the Secured Party and his successors and permitted assigns, all present and future real property of the Debtor of any nature or kind (the "**Property**"), including all real property at any time owned, leased or licensed by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor now has, may be possessed of, entitled to, or acquire, whether in fee simple or of a lesser estate and all benefits, easements, licences, rights of way and servitudes as pertaining thereto or connected therewith by way of amalgamation or otherwise, now or hereafter other than the Specifically Charged Property to the extent validly subjected to the grant of a mortgage and charge therein pursuant to Section 2.1(a); and
- (c) grants a continuing first priority security interest in and assigns, grants, transfers and sets over to and in favour of the Secured Party and his successors and permitted assigns, all of its right, title, estate and interest, present and future, in and to all of its present and after-acquired personal property, including:
 - (i) any and all existing or future leases, subleases, agreements to lease or sublease or other tenancy or occupancy agreements relating to the whole or any part or parts of the real property charged hereby and all existing or future licenses or concessions whereby any person is given the right to use or occupy the whole or any part or parts of such property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (collectively, the "**Landlord Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder;
 - (ii) all rents and other moneys now due and payable or accruing due or hereafter to become due and payable to the Debtor under the Landlord Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder, with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor; and
 - (iii) any and all proceeds of the foregoing.

2.2 In this debenture, the mortgages, assignments, security interests and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Properties**".

Registration Against After-acquired Real Property

2.3 The Charge shall attach to the Charged Properties acquired by the Debtor after the date hereof at the same time as such Charge Premises is acquired by the Debtor, and, without limiting the generality of the foregoing, the Debtor shall from time to time, at the request of the Secured Party execute and deliver all such agreements, supplemental debentures, mortgages and other documents and instruments as may reasonably be requested by the Secured Party to confirm or perfect the Charge insofar as they related to any such after-acquired Charged Properties.

Dealings in the Ordinary Course

2.4 Subject to Section 3.1 hereof and until the Charge becomes enforceable, the Debtor may dispose of or deal with the property and assets subjected to the Charge in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.5 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Secured Party to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.6 For certainty, the Charge does not and shall not extend to, and the Charged Properties shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization of Floating Charge

2.7 The floating charge created by Section 2.1(b) against the Charged Properties shall become a fixed charge against such property and interests upon the earlier of (a) the Secured Party giving written notice to the Debtor that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 - NEGATIVE PLEDGE

Negative Pledge

3.1 Except as permitted by the Loan Agreement, the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Secured Party, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Properties.

ARTICLE 4 - DEFAULT AND REMEDIES

Default

4.1 If the Debtor makes default in the payment of principal, interest or any other amount payable hereunder or in the due performance of the terms and conditions of Section 3.1 hereof, in each case, which is continuing, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Secured Party may realize upon the Charged Properties and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

- (a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Properties and may remove or replace such Receiver from time to time or may institute proceedings in any

court of competent jurisdiction for the appointment of a Receiver of the Charged Properties or any part thereof;

- (b) the Secured Party may take possession of the Charged Properties and require the Debtor to make the Charged Properties available to the Secured Party;
 - (c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Charged Properties;
 - (d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Properties;
 - (e) the Secured Party may enforce any rights of the Debtor in respect of the Charged Properties by any manner permitted by law;
 - (f) the Secured Party may sell, lease or otherwise dispose of the Charged Properties by judicial sale, by foreclosure, by public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Properties or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any authorized officer of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Properties by, from, through or under the Debtor;
 - (g) the Secured Party may accept the Charged Properties in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;
 - (h) the Secured Party may borrow money on the security of the Charged Properties for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Properties in priority to the Charge;
 - (i) the Secured Party may perform any obligation, covenant or provision under the Loan Documents and the entire costs thereof are a charge on the Charged Properties and shall be added to the amounts due hereunder and shall be secured by the Charge; and
 - (j) the Secured Party may exercise any other right or remedy permitted by applicable law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta), or any similar personal property legislation of any jurisdiction in which any of the Charged Properties is located, or which, by operation of law, governs or is deemed to govern the Charged Properties.
- (2) The Debtor further agrees with the Secured Party that:
- (a) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Properties and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Properties or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Charged Properties;
 - (b) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any

part of the Charged Properties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Properties and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

- (c) to facilitate the realization of the Charged Properties, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Properties and use all or any of the equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate such realization, free of charge (as between the Debtor and the Secured Party), and the Secured Party shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;
- (d) the Secured Party may charge on his own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;
- (e) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Properties, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and
- (f) any proceeds of realization of the Charged Properties may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Charged Properties as above described and any balance of such proceeds shall be applied by the Secured Party, at the direction of the Secured Party, to payment of any amount owing by the Debtor to the Secured Party; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and may be applied or retained as reserves against potential claims that the Secured Party or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by applicable law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party, and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Secured Party attorney on its behalf to sell or transfer the Charged Properties and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Properties and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Properties or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5- REPRESENTATIONS AND WARRANTIES

Representations as to the Charged Properties

5.1 The Debtor represents and warrants to the Secured Party that it has good title to the Specifically Mortgaged Property described in Schedule A and has the right, full power and lawful authority to mortgage and charge and grant a security interest in the Charged Properties as provided in this debenture.

ARTICLE 6 - GENERAL

Expenses

6.1 The Debtor shall pay to the Secured Party forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees, incurred by the Secured Party in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

6.2 This debenture may be pledged or assigned by the Debtor as security for its indebtedness, liabilities and obligations. While this debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness, liabilities or obligations secured by this debenture shall reduce the amount owing under this debenture unless specifically appropriated to and noted on this debenture by the Secured Party at the time of payment.

Not Negotiable

6.3 This debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Secured Party are no greater than the rights of the Secured Party, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Secured Party would have been subject to.

No Waiver, Remedies

6.4 No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

6.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile transmission or other electronic means of communication addressed to the Debtor as follows:

✓ **627612 Alberta Ltd.**

✓ Address: 2400-10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attn: Marjorie Carr
Emails: marj@jwcholdings.ca

or to such other address or electronic communication number as the Debtor may from time to time notify the Secured Party in writing. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication shall be conclusively deemed to have been made or given on the day of actual delivery or transmittal thereof.

Additional Security

6.6 This debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Secured Party.

Headings; References to Debenture

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

Number; Gender; Persons

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

Governing Law

6.9 This debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

6.10 The Debtor hereby attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Secured Party to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

6.11 This debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this debenture without the prior written consent of the Secured Party (which consent may be withheld in his sole discretion). This debenture shall benefit the successors and permitted assigns of the Secured Party.

Time of the Essence

6.12 Time shall be of the essence with regard to this debenture.

Discharge

6.13 Except as expressly agreed in writing by the Secured Party, the Debtor shall not be discharged from the Charge, this debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Secured Party. Following the full and final indefeasible payment of the Secured

Obligations of the Loan Parties and the Personal Guarantors to the Secured Party under, pursuant or relating to the Loan Agreement and the other Loan Documents, and upon written request by the Debtor, the Secured Party shall promptly deliver a release or discharge in writing to the Debtor to effect discharge of this debenture.

Waiver of Financing Statement, Etc.

6.14 The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this debenture.

No Merger

6.15 No item or part of this debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this debenture or the credit agreement referred to herein, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Secured Party under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Severability

6.16 If any provision of this debenture is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the Debtor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Further Assurances

6.17 The Debtor shall from time to time promptly upon the request of the Secured Party, take such action, and execute and deliver such further documents, mortgages, charges, assignments, pledges, amendments and other deeds and instruments as may be reasonably necessary or appropriate to fully give effect to the provisions and intent of this debenture this and to take all other steps necessary to maintain the validity, perfection and intended priority of this debenture, including the execution and delivery of supplemental debentures more particularly describing the Charged Properties or to correct or amplify the description of the Charged Properties or to better assure, convey and confirm unto the Secured Party any of the Charged Properties.

Registrations

6.18 The Debtor will assist the Secured Party as required to allow the Secured Party to ensure that this debenture and all such supplementary and corrective instruments and all additional mortgage and security documents described in Section 6.17 and all documents, caveats, cautions, memorials, security notices and financing statements in respect thereof, are properly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Charge as a first priority mortgage, charge and security interest (subject to Permitted Encumbrances) on the rights conferred or intended to be conferred upon the Secured Party by the Charge and will cause to be furnished promptly to the Secured Party evidence satisfactory to the Secured Party of such filing, registering and depositing.

Paramountcy

6.19 In the event of any conflict between the provisions hereunder and the provisions contained in the Debenture Pledge Agreement dated as of the date hereof between the Debtor and the Secured Party (as same may be amended, supplemented, restated, amended and restated or modified from time to time, the "**Debenture Pledge**"), the terms of the Debenture Pledge shall govern to the extent necessary to resolve such conflict.

Attachment of Security Interest

6.20 The Debtor acknowledges that the Charge hereby created attaches upon the execution of this debenture (or in the case of any future property, upon the date the Debtor has any rights therein), that value has been given by the Secured Party and that the Debtor has, or in the case of future property will have, rights in the Charged Properties or the power to transfer rights in the Charged Properties to the Secured Party.

Indemnity

6.21 The Debtor shall be liable for and does hereby indemnify and save the Secured Party and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Secured Party or any Receiver as a result of taking this debenture or acting under it and the Secured Party and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Secured Party or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Secured Party or such Receiver. It is understood and agreed that the covenants and conditions of this Section 6.21 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Charge or any foreclosure thereof.

Amalgamation

6.22 The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Secured Party that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Charge shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Secured Party thereafter arising. The Charge shall attach to all of the Charged Properties owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any Charged Properties thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

Partial Discharge

6.23 No postponement or partial release or discharge of the Charge in respect of all or any part of the Charged Properties shall in any way operate or be construed so as to release and discharge the Charge except as therein specifically provided, or so as to release or discharge the Debtor from its liability to the Secured Party to fully pay and satisfy the Secured Obligations.

Waivers of Applicable Law

6.24 To the extent not prohibited by applicable law, the Debtor hereby waives its rights, if any, under all provisions of applicable law that would in any manner limit, restrict or otherwise affect the Secured

Party's rights and remedies hereunder or impose any additional obligations on the Secured Party. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Secured Party to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this debenture.

6.25 The Debtor hereby authorizes the Secured Party to provide information to any person who requests information under the *Personal Property Security Act* (Alberta) (the "PPSA") or similar legislation and the Secured Party will not be required to investigate whether or not the inquiring person is in fact a person entitled to request information pursuant to the PPSA or similar legislation.

6.26 To the full extent that it may lawfully do so, the Debtor hereby:

- (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Secured Party under the terms of this debenture to a sale of the Charged Properties or any part thereof or for the collection of all amounts secured hereby; and
- (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Charged Properties or any part thereof after the sale hereunder to any person whether such sale is by the Secured Party, any Receiver or otherwise, notwithstanding that the Secured Party may have purchased same.

Alberta Waivers

6.27 To the fullest extent that it may lawfully do so, the Debtor hereby:

- (a) waives the rights, benefits and protection of section 49 of the *Law of Property Act* (Alberta), as amended, or any successor statute; and
- (b) waives the provisions of the *Judgement Interest Act* (Alberta).

Definitions

6.28 Capitalized words used herein and not defined shall have the meanings given to them in the Loan Agreement dated as of December 12, 2022 and made effective as of October 15, 2022 (the "**Loan Agreement**") between J.W. Carr Holdings Ltd., as borrower and the Secured Party, as lender.

Statutory Charging Provision

6.29 For better securing to the Secured Party the repayment in the manner set out above of the principal sum and interest (and other amount hereby secured), the Debtor hereby mortgages to the Secured Party all of its estate and interest in the property described in Section 2.1 of this debenture. ✓

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Debtor has executed this debenture as of the date first written above.

627612 ALBERTA LTD.

Per:

JW Carr

Name:

Margaret Carr

Title:

President



CS -

Schedule A

Legal Description of the Lands Located in Alberta

GRANDE PRAIRIE, AB

1. PLAN 1936MC
BLOCK 12
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. PLAN 1936MC
BLOCK 12
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS
3. PLAN 1936MC
BLOCK 12
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

EDMONTON, AB

4. CONDOMINIUM PLAN 8321571
UNIT 2
AND 112 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
5. CONDOMINIUM PLAN 8321571
UNIT 17
AND 118 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
6. CONDOMINIUM PLAN 8321571
UNIT 20
AND 84 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
7. CONDOMINIUM PLAN 8321571
UNIT 33
AND 119 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
8. CONDOMINIUM PLAN 8321571
UNIT 35
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
9. CONDOMINIUM PLAN 8321571
UNIT 43
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
10. CONDOMINIUM PLAN 8321571

UNIT 50
AND 114 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

11. CONDOMINIUM PLAN 8321571
UNIT 58
AND 114 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
12. CONDOMINIUM PLAN 8321571
UNIT 59
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
13. CONDOMINIUM PLAN 8321571
UNIT 64
AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
14. CONDOMINIUM PLAN 8321571
UNIT 70
AND 116 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
15. CONDOMINIUM PLAN 8321571
UNIT 81
AND 121 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
16. CONDOMINIUM PLAN 8321571
UNIT 88
AND 87 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
17. CONDOMINIUM PLAN 8321571
UNIT 94
AND 117 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS
18. CONDOMINIUM PLAN 8321571
UNIT 96
AND 89 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS



232141204

232141204 REGISTERED 2023 05 04
MORT - MORTGAGE
DOC 1 OF 1 DR#: E001V8K ADR/EDMKCOLL
LINC/S: 0011533256 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(Spruce Grove Industrial Park Inc.)

Principal Sum: \$20,000,000.00

Interest Rate: 20.00% per annum

Date: December 12, 2022, with effect as of October 15, 2022

ARTICLE 1- PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of Michael G. Broadfoot ("**Secured Party**"), the principal sum herein stipulated on presentation and surrender of this debenture at the Secured Party's address at 163 Wildwood Drive SW, Calgary, AB T3C 3C8, or at such other place as the Secured Party may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Secured Party is the person entitled to receive the principal of and interest on this debenture and all other amounts payable hereunder.

ARTICLE 2- CHARGE

Charge

2.1 As security for the due payment, performance and final and indefeasible satisfaction in full of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (including fees, expenses, costs and indemnities) under, pursuant to or in connection with the Guarantee dated as of the date hereof (the "**Guarantee**") made by the Debtor and the other guarantors party thereto in favour of the Secured Party and the other Loan Documents to which it is a party (collectively, the "**Obligations**"), the Debtor hereby:

- (a) mortgages as and by way of a continuing first, fixed and specific mortgage and charge to and in favour of the Secured Party and his successors and permitted assigns, for the benefit of the Secured Party and his successors and permitted assigns, right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal, present or future) in and to the lands described in Schedule A hereto and all real property, buildings, offices, warehouses, structures, improvements, expansions, erections, works and fixtures now or hereafter located on such lands and all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property and all proceeds, rents, issues, revenues, profits and other income (including insurance proceeds) accruing from or in respect of any of the foregoing properties and assets (collectively, the "**Specifically Mortgaged Property**");

- (b) charges as and by way of a continuing first floating charge to and in favour of the Secured Party and his successors and permitted assigns, all present and future real property of the Debtor of any nature or kind (the "**Property**"), including all real property at any time owned, leased or licensed by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor now has, may be possessed of, entitled to, or acquire, whether in fee simple or of a lesser estate and all benefits, easements, licences, rights of way and servitudes as pertaining thereto or connected therewith by way of amalgamation or otherwise, now or hereafter other than the Specifically Charged Property to the extent validly subjected to the grant of a mortgage and charge therein pursuant to Section 2.1(a); and
- (c) grants a continuing first priority security interest in and assigns, grants, transfers and sets over to and in favour of the Secured Party and his successors and permitted assigns, all of its right, title, estate and interest, present and future, in and to all of its present and after-acquired personal property, including:
 - (i) any and all existing or future leases, subleases, agreements to lease or sublease or other tenancy or occupancy agreements relating to the whole or any part or parts of the real property charged hereby and all existing or future licenses or concessions whereby any person is given the right to use or occupy the whole or any part or parts of such property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (collectively, the "**Landlord Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder;
 - (ii) all rents and other moneys now due and payable or accruing due or hereafter to become due and payable to the Debtor under the Landlord Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder, with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor; and
 - (iii) any and all proceeds of the foregoing.

2.2 In this debenture, the mortgages, assignments, security interests and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Properties**".

Registration Against After-acquired Real Property

2.3 The Charge shall attach to the Charged Properties acquired by the Debtor after the date hereof at the same time as such Charge Premises is acquired by the Debtor, and, without limiting the generality of the foregoing, the Debtor shall from time to time, at the request of the Secured Party execute and deliver all such agreements, supplemental debentures, mortgages and other documents and instruments as may reasonably be requested by the Secured Party to confirm or perfect the Charge insofar as they related to any such after-acquired Charged Properties.

Dealings in the Ordinary Course

2.4 Subject to Section 3.1 hereof and until the Charge becomes enforceable, the Debtor may dispose of or deal with the property and assets subjected to the Charge in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.5 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Secured Party to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.6 For certainty, the Charge does not and shall not extend to, and the Charged Properties shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization of Floating Charge

2.7 The floating charge created by Section 2.1(b) against the Charged Properties shall become a fixed charge against such property and interests upon the earlier of (a) the Secured Party giving written notice to the Debtor that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 - NEGATIVE PLEDGE

Negative Pledge

3.1 Except as permitted by the Loan Agreement, the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Secured Party, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Properties.

ARTICLE 4 - DEFAULT AND REMEDIES

Default

4.1 If the Debtor makes default in the payment of principal, interest or any other amount payable hereunder or in the due performance of the terms and conditions of Section 3.1 hereof, in each case, which is continuing, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Secured Party may realize upon the Charged Properties and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

- (a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Properties and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Properties or any part thereof;

- (b) the Secured Party may take possession of the Charged Properties and require the Debtor to make the Charged Properties available to the Secured Party;
 - (c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Charged Properties;
 - (d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Properties;
 - (e) the Secured Party may enforce any rights of the Debtor in respect of the Charged Properties by any manner permitted by law;
 - (f) the Secured Party may sell, lease or otherwise dispose of the Charged Properties by judicial sale, by foreclosure, by public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Properties or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any authorized officer of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Properties by, from, through or under the Debtor;
 - (g) the Secured Party may accept the Charged Properties in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;
 - (h) the Secured Party may borrow money on the security of the Charged Properties for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Properties in priority to the Charge;
 - (i) the Secured Party may perform any obligation, covenant or provision under the Loan Documents and the entire costs thereof are a charge on the Charged Properties and shall be added to the amounts due hereunder and shall be secured by the Charge; and
 - (j) the Secured Party may exercise any other right or remedy permitted by applicable law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta), or any similar personal property legislation of any jurisdiction in which any of the Charged Properties is located, or which, by operation of law, governs or is deemed to govern the Charged Properties.
- (2) The Debtor further agrees with the Secured Party that:
- (a) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Properties and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Properties or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Charged Properties;
 - (b) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Properties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Properties and other securities as the Secured

Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

- (c) to facilitate the realization of the Charged Properties, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Properties and use all or any of the equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate such realization, free of charge (as between the Debtor and the Secured Party), and the Secured Party shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;
- (d) the Secured Party may charge on his own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;
- (e) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Properties, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and
- (f) any proceeds of realization of the Charged Properties may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Charged Properties as above described and any balance of such proceeds shall be applied by the Secured Party, at the direction of the Secured Party, to payment of any amount owing by the Debtor to the Secured Party; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and may be applied or retained as reserves against potential claims that the Secured Party or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by applicable law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party, and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Secured Party attorney on its behalf to sell or transfer the Charged Properties and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Properties and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Properties or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5- REPRESENTATIONS AND WARRANTIES

Representations as to the Charged Properties

5.1 The Debtor represents and warrants to the Secured Party that it has good title to the Specifically Mortgaged Property described in Schedule A and has the right, full power and lawful

authority to mortgage and charge and grant a security interest in the Charged Properties as provided in this debenture.

ARTICLE 6 – GENERAL

Expenses

6.1 The Debtor shall pay to the Secured Party forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees, incurred by the Secured Party in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

6.2 This debenture may be pledged or assigned by the Debtor as security for its indebtedness, liabilities and obligations. While this debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness, liabilities or obligations secured by this debenture shall reduce the amount owing under this debenture unless specifically appropriated to and noted on this debenture by the Secured Party at the time of payment.

Not Negotiable

6.3 This debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Secured Party are no greater than the rights of the Secured Party, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Secured Party would have been subject to.

No Waiver, Remedies

6.4 No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

6.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile transmission or other electronic means of communication addressed to the Debtor as follows:

Spruce Grove Industrial Park Inc.

Address: 2400-10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attn: Marjorie Carr
Emails: marj@jwcholdings.ca

or to such other address or electronic communication number as the Debtor may from time to time notify the Secured Party in writing. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication shall be conclusively deemed to have been made or given on the day of actual delivery or transmittal thereof.

Additional Security

6.6 This debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Secured Party.

Headings; References to Debenture

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

Number; Gender; Persons

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

Governing Law

6.9 This debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

6.10 The Debtor hereby attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Secured Party to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

6.11 This debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this debenture without the prior written consent of the Secured Party (which consent may be withheld in his sole discretion). This debenture shall benefit the successors and permitted assigns of the Secured Party.

Time of the Essence

6.12 Time shall be of the essence with regard to this debenture.

Discharge

6.13 Except as expressly agreed in writing by the Secured Party, the Debtor shall not be discharged from the Charge, this debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Secured Party. Following the full and final indefeasible payment of the Secured Obligations of the Loan Parties and the Personal Guarantors to the Secured Party under, pursuant or relating to the Loan Agreement and the other Loan Documents, and upon written request by the Debtor, the Secured Party shall promptly deliver a release or discharge in writing to the Debtor to effect discharge of this debenture.

Waiver of Financing Statement, Etc.

6.14 The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this debenture.

No Merger

6.15 No item or part of this debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this debenture or the credit agreement referred to herein, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Secured Party under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Severability

6.16 If any provision of this debenture is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the Debtor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Further Assurances

6.17 The Debtor shall from time to time promptly upon the request of the Secured Party, take such action, and execute and deliver such further documents, mortgages, charges, assignments, pledges, amendments and other deeds and instruments as may be reasonably necessary or appropriate to fully give effect to the provisions and intent of this debenture this and to take all other steps necessary to maintain the validity, perfection and intended priority of this debenture, including the execution and delivery of supplemental debentures more particularly describing the Charged Properties or to correct or amplify the description of the Charged Properties or to better assure, convey and confirm unto the Secured Party any of the Charged Properties.

Registrations

6.18 The Debtor will assist the Secured Party as required to allow the Secured Party to ensure that this debenture and all such supplementary and corrective instruments and all additional mortgage and security documents described in Section 6.17 and all documents, caveats, cautions, memorials, security notices and financing statements in respect thereof, are properly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Charge as a first priority mortgage, charge and security interest (subject to Permitted Encumbrances) on the rights conferred or intended to be conferred upon the Secured Party by the Charge and will cause to be furnished promptly to the Secured Party evidence satisfactory to the Secured Party of such filing, registering and depositing.

Paramountcy

6.19 In the event of any conflict between the provisions hereunder and the provisions contained in the Debenture Pledge Agreement dated as of the date hereof between the Debtor and the Secured Party (as same may be amended, supplemented, restated, amended and restated or modified from time to time, the "**Debenture Pledge**"), the terms of the Debenture Pledge shall govern to the extent necessary to resolve such conflict.

Attachment of Security Interest

6.20 The Debtor acknowledges that the Charge hereby created attaches upon the execution of this debenture (or in the case of any future property, upon the date the Debtor has any rights therein), that value has been given by the Secured Party and that the Debtor has, or in the case of future property will have, rights in the Charged Properties or the power to transfer rights in the Charged Properties to the Secured Party.

Indemnity

6.21 The Debtor shall be liable for and does hereby indemnify and save the Secured Party and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Secured Party or any Receiver as a result of taking this debenture or acting under it and the Secured Party and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Secured Party or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Secured Party or such Receiver. It is understood and agreed that the covenants and conditions of this Section 6.21 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Charge or any foreclosure thereof.

Amalgamation

6.22 The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Secured Party that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Charge shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Secured Party thereafter arising. The Charge shall attach to all of the Charged Properties owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any Charged Properties thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

Partial Discharge

6.23 No postponement or partial release or discharge of the Charge in respect of all or any part of the Charged Properties shall in any way operate or be construed so as to release and discharge the Charge except as therein specifically provided, or so as to release or discharge the Debtor from its liability to the Secured Party to fully pay and satisfy the Secured Obligations.

Waivers of Applicable Law

6.24 To the extent not prohibited by applicable law, the Debtor hereby waives its rights, if any, under all provisions of applicable law that would in any manner limit, restrict or otherwise affect the Secured Party's rights and remedies hereunder or impose any additional obligations on the Secured Party. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Secured Party to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this debenture.

6.25 The Debtor hereby authorizes the Secured Party to provide information to any person who requests information under the *Personal Property Security Act* (Alberta) (the "PPSA") or similar

legislation and the Secured Party will not be required to investigate whether or not the inquiring person is in fact a person entitled to request information pursuant to the PPSA or similar legislation.

6.26 To the full extent that it may lawfully do so, the Debtor hereby:

- (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Secured Party under the terms of this debenture to a sale of the Charged Properties or any part thereof or for the collection of all amounts secured hereby; and
- (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Charged Properties or any part thereof after the sale hereunder to any person whether such sale is by the Secured Party, any Receiver or otherwise, notwithstanding that the Secured Party may have purchased same.

Alberta Waivers

6.27 To the fullest extent that it may lawfully do so, the Debtor hereby:

- (a) waives the rights, benefits and protection of section 49 of the *Law of Property Act* (Alberta), as amended, or any successor statute; and
- (b) waives the provisions of the *Judgement Interest Act* (Alberta).

Definitions

6.28 Capitalized words used herein and not defined shall have the meanings given to them in the Loan Agreement dated as of December 12, 2022 and made effective as of October 15, 2022 (the "**Loan Agreement**") between J.W. Carr Holdings Ltd., as borrower and the Secured Party, as lender.

Statutory Charging Provision

6.29 For better securing to the Secured Party the repayment in the manner set out above of the principal sum and interest (and other amount hereby secured), the Debtor hereby mortgages to the Secured Party all of its estate and interest in the property described in Section 2.1 of this debenture. ✓

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Debtor has executed this debenture as of the date first written above.

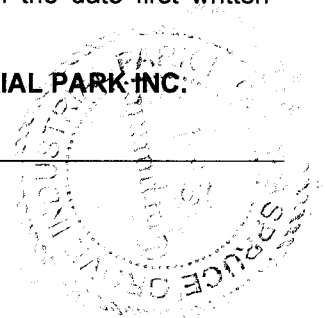
SPRUCE GROVE INDUSTRIAL PARK INC.

Per:

Name:

Title:

MCarr
Marjorie Carr
President



Schedule A

Legal Description of the Lands Located in Alberta

1. PLAN 1523298
BLOCK 1
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.351 HECTARES (3.34 ACRES) MORE OR LESS
2. PLAN 1523298
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.271 HECTARES (3.14 ACRES) MORE OR LESS
3. PLAN 1421723
BLOCK 4
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.064 HECTARES (5.1 ACRES) MORE OR LESS
4. PLAN 1525617
BLOCK 4
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.468 HECTARES (6.1 ACRES) MORE OR LESS
5. PLAN 1525617
BLOCK 4
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.082 HECTARES (2.67 ACRES) MORE OR LESS
6. PLAN 1525617
BLOCK 4
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.626 HECTARES (1.55 ACRES) MORE OR LESS



232156050

232156050 REGISTERED 2023 05 17

MORT - MORTGAGE

DOC 1 OF 2 DRR#: E000VYK ADR/EDMEZOEM

LINC/S: 0036117117 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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232156051

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FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(272649 Alberta Ltd.)

Principal Sum: \$20,000,000.00

Interest Rate: 20.00% per annum

Date: December 12, 2022, with effect as of October 15, 2022

ARTICLE 1- PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of Michael G. Broadfoot ("**Secured Party**"), the principal sum herein stipulated on presentation and surrender of this debenture at the Secured Party's address at 163 Wildwood Drive SW, Calgary, AB T3C 3C8, or at such other place as the Secured Party may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Secured Party is the person entitled to receive the principal of and interest on this debenture and all other amounts payable hereunder.

ARTICLE 2- CHARGE

Charge

2.1 As security for the due payment, performance and final and indefeasible satisfaction in full of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (including fees, expenses, costs and indemnities) under, pursuant to or in connection with the Guarantee dated as of the date hereof (the "**Guarantee**") made by the Debtor and the other guarantors party thereto in favour of the Secured Party and the other Loan Documents to which it is a party (collectively, the "**Obligations**"), the Debtor hereby:

- (a) mortgages as and by way of a continuing first, fixed and specific mortgage and charge to and in favour of the Secured Party and his successors and permitted assigns, for the benefit of the Secured Party and his successors and permitted assigns, right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal, present or future) in and to the lands described in Schedule A hereto and all real property, buildings, offices, warehouses, structures, improvements, expansions, erections, works and fixtures now or hereafter located on such lands and all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property and all proceeds, rents, issues, revenues, profits and other income (including insurance proceeds) accruing from or in respect of any of the foregoing properties and assets (collectively, the "**Specifically Mortgaged Property**");

- (b) charges as and by way of a continuing first floating charge to and in favour of the Secured Party and his successors and permitted assigns, all present and future real property of the Debtor of any nature or kind (the "**Property**"), including all real property at any time owned, leased or licensed by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor now has, may be possessed of, entitled to, or acquire, whether in fee simple or of a lesser estate and all benefits, easements, licences, rights of way and servitudes as pertaining thereto or connected therewith by way of amalgamation or otherwise, now or hereafter other than the Specifically Charged Property to the extent validly subjected to the grant of a mortgage and charge therein pursuant to Section 2.1(a); and
- (c) grants a continuing first priority security interest in and assigns, grants, transfers and sets over to and in favour of the Secured Party and his successors and permitted assigns, all of its right, title, estate and interest, present and future, in and to all of its present and after-acquired personal property, including:
 - (i) any and all existing or future leases, subleases, agreements to lease or sublease or other tenancy or occupancy agreements relating to the whole or any part or parts of the real property charged hereby and all existing or future licenses or concessions whereby any person is given the right to use or occupy the whole or any part or parts of such property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (collectively, the "**Landlord Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder;
 - (ii) all rents and other moneys now due and payable or accruing due or hereafter to become due and payable to the Debtor under the Landlord Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder, with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor; and
 - (iii) any and all proceeds of the foregoing.

2.2 In this debenture, the mortgages, assignments, security interests and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Properties**".

Registration Against After-acquired Real Property

2.3 The Charge shall attach to the Charged Properties acquired by the Debtor after the date hereof at the same time as such Charge Premises is acquired by the Debtor, and, without limiting the generality of the foregoing, the Debtor shall from time to time, at the request of the Secured Party execute and deliver all such agreements, supplemental debentures, mortgages and other documents and instruments as may reasonably requested by the Secured Party to confirm or perfect the Charge insofar as they related to any such after-acquired Charged Properties.

Dealings in the Ordinary Course

2.4 Subject to Section 3.1 hereof and until the Charge becomes enforceable, the Debtor may dispose of or deal with the property and assets subjected to the Charge in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.5 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Secured Party to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.6 For certainty, the Charge does not and shall not extend to, and the Charged Properties shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization of Floating Charge

2.7 The floating charge created by Section 2.1(b) against the Charged Properties shall become a fixed charge against such property and interests upon the earlier of (a) the Secured Party giving written notice to the Debtor that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 - NEGATIVE PLEDGE

Negative Pledge

3.1 Except as permitted by the Loan Agreement, the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Secured Party, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Properties.

ARTICLE 4 - DEFAULT AND REMEDIES

Default

4.1 If the Debtor makes default in the payment of principal, interest or any other amount payable hereunder or in the due performance of the terms and conditions of Section 3.1 hereof, in each case, which is continuing, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Secured Party may realize upon the Charged Properties and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

- (a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Properties and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Properties or any part thereof;

- (b) the Secured Party may take possession of the Charged Properties and require the Debtor to make the Charged Properties available to the Secured Party;
 - (c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Charged Properties;
 - (d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Properties;
 - (e) the Secured Party may enforce any rights of the Debtor in respect of the Charged Properties by any manner permitted by law;
 - (f) the Secured Party may sell, lease or otherwise dispose of the Charged Properties by judicial sale, by foreclosure, by public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Properties or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any authorized officer of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Properties by, from, through or under the Debtor;
 - (g) the Secured Party may accept the Charged Properties in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;
 - (h) the Secured Party may borrow money on the security of the Charged Properties for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Properties in priority to the Charge;
 - (i) the Secured Party may perform any obligation, covenant or provision under the Loan Documents and the entire costs thereof are a charge on the Charged Properties and shall be added to the amounts due hereunder and shall be secured by the Charge; and
 - (j) the Secured Party may exercise any other right or remedy permitted by applicable law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta), or any similar personal property legislation of any jurisdiction in which any of the Charged Properties is located, or which, by operation of law, governs or is deemed to govern the Charged Properties.
- (2) The Debtor further agrees with the Secured Party that:
- (a) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Properties and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Properties or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Charged Properties;
 - (b) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Properties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Properties and other securities as the Secured

Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

- (c) to facilitate the realization of the Charged Properties, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Properties and use all or any of the equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate such realization, free of charge (as between the Debtor and the Secured Party), and the Secured Party shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;
- (d) the Secured Party may charge on his own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;
- (e) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Properties, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and
- (f) any proceeds of realization of the Charged Properties may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Charged Properties as above described and any balance of such proceeds shall be applied by the Secured Party, at the direction of the Secured Party, to payment of any amount owing by the Debtor to the Secured Party; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and may be applied or retained as reserves against potential claims that the Secured Party or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by applicable law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party, and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Secured Party attorney on its behalf to sell or transfer the Charged Properties and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Properties and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Properties or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5- REPRESENTATIONS AND WARRANTIES

Representations as to the Charged Properties

5.1 The Debtor represents and warrants to the Secured Party that it has good title to the Specifically Mortgaged Property described in Schedule A and has the right, full power and lawful

authority to mortgage and charge and grant a security interest in the Charged Properties as provided in this debenture.

ARTICLE 6 – GENERAL

Expenses

6.1 The Debtor shall pay to the Secured Party forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees, incurred by the Secured Party in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

6.2 This debenture may be pledged or assigned by the Debtor as security for its indebtedness, liabilities and obligations. While this debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness, liabilities or obligations secured by this debenture shall reduce the amount owing under this debenture unless specifically appropriated to and noted on this debenture by the Secured Party at the time of payment.

Not Negotiable

6.3 This debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Secured Party are no greater than the rights of the Secured Party, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Secured Party would have been subject to.

No Waiver, Remedies

6.4 No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

6.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile transmission or other electronic means of communication addressed to the Debtor as follows:

272649 Alberta Ltd.

Address: 2400-10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attn: Marjorie Carr
Emails: marj@jwcholdings.ca

or to such other address or electronic communication number as the Debtor may from time to time notify the Secured Party in writing. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication shall be conclusively deemed to have been made or given on the day of actual delivery or transmittal thereof.

Additional Security

6.6 This debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Secured Party.

Headings; References to Debenture

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

Number; Gender; Persons

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

Governing Law

6.9 This debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

6.10 The Debtor hereby attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Secured Party to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

6.11 This debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this debenture without the prior written consent of the Secured Party (which consent may be withheld in his sole discretion). This debenture shall benefit the successors and permitted assigns of the Secured Party.

Time of the Essence

6.12 Time shall be of the essence with regard to this debenture.

Discharge

6.13 Except as expressly agreed in writing by the Secured Party, the Debtor shall not be discharged from the Charge, this debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Secured Party. Following the full and final indefeasible payment of the Secured Obligations of the Loan Parties and the Personal Guarantors to the Secured Party under, pursuant or relating to the Loan Agreement and the other Loan Documents, and upon written request by the Debtor, the Secured Party shall promptly deliver a release or discharge in writing to the Debtor to effect discharge of this debenture.

Waiver of Financing Statement, Etc.

6.14 The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this debenture.

No Merger

6.15 No item or part of this debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this debenture or the credit agreement referred to herein, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Secured Party under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Severability

6.16 If any provision of this debenture is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the Debtor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Further Assurances

6.17 The Debtor shall from time to time promptly upon the request of the Secured Party, take such action, and execute and deliver such further documents, mortgages, charges, assignments, pledges, amendments and other deeds and instruments as may be reasonably necessary or appropriate to fully give effect to the provisions and intent of this debenture this and to take all other steps necessary to maintain the validity, perfection and intended priority of this debenture, including the execution and delivery of supplemental debentures more particularly describing the Charged Properties or to correct or amplify the description of the Charged Properties or to better assure, convey and confirm unto the Secured Party any of the Charged Properties.

Registrations

6.18 The Debtor will assist the Secured Party as required to allow the Secured Party to ensure that this debenture and all such supplementary and corrective instruments and all additional mortgage and security documents described in Section 6.17 and all documents, caveats, cautions, memorials, security notices and financing statements in respect thereof, are properly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Charge as a first priority mortgage, charge and security interest (subject to Permitted Encumbrances) on the rights conferred or intended to be conferred upon the Secured Party by the Charge and will cause to be furnished promptly to the Secured Party evidence satisfactory to the Secured Party of such filing, registering and depositing.

Paramountcy

6.19 In the event of any conflict between the provisions hereunder and the provisions contained in the Debenture Pledge Agreement dated as of the date hereof between the Debtor and the Secured Party (as same may be amended, supplemented, restated, amended and restated or modified from time to time, the "**Debenture Pledge**"), the terms of the Debenture Pledge shall govern to the extent necessary to resolve such conflict.

Attachment of Security Interest

6.20 The Debtor acknowledges that the Charge hereby created attaches upon the execution of this debenture (or in the case of any future property, upon the date the Debtor has any rights therein), that value has been given by the Secured Party and that the Debtor has, or in the case of future property will have, rights in the Charged Properties or the power to transfer rights in the Charged Properties to the Secured Party.

Indemnity

6.21 The Debtor shall be liable for and does hereby indemnify and save the Secured Party and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Secured Party or any Receiver as a result of taking this debenture or acting under it and the Secured Party and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Secured Party or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Secured Party or such Receiver. It is understood and agreed that the covenants and conditions of this Section 6.21 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Charge or any foreclosure thereof.

Amalgamation

6.22 The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Secured Party that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Charge shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Secured Party thereafter arising. The Charge shall attach to all of the Charged Properties owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any Charged Properties thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

Partial Discharge

6.23 No postponement or partial release or discharge of the Charge in respect of all or any part of the Charged Properties shall in any way operate or be construed so as to release and discharge the Charge except as therein specifically provided, or so as to release or discharge the Debtor from its liability to the Secured Party to fully pay and satisfy the Secured Obligations.

Waivers of Applicable Law

6.24 To the extent not prohibited by applicable law, the Debtor hereby waives its rights, if any, under all provisions of applicable law that would in any manner limit, restrict or otherwise affect the Secured Party's rights and remedies hereunder or impose any additional obligations on the Secured Party. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Secured Party to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this debenture.

6.25 The Debtor hereby authorizes the Secured Party to provide information to any person who requests information under the *Personal Property Security Act* (Alberta) (the "PPSA") or similar

legislation and the Secured Party will not be required to investigate whether or not the inquiring person is in fact a person entitled to request information pursuant to the PPSA or similar legislation.

6.26 To the full extent that it may lawfully do so, the Debtor hereby:

- (a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Secured Party under the terms of this debenture to a sale of the Charged Properties or any part thereof or for the collection of all amounts secured hereby; and
- (b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Charged Properties or any part thereof after the sale hereunder to any person whether such sale is by the Secured Party, any Receiver or otherwise, notwithstanding that the Secured Party may have purchased same.

Alberta Waivers

6.27 To the fullest extent that it may lawfully do so, the Debtor hereby:

- (a) waives the rights, benefits and protection of section 49 of the *Law of Property Act* (Alberta), as amended, or any successor statute; and
- (b) waives the provisions of the *Judgement Interest Act* (Alberta).

Definitions

6.28 Capitalized words used herein and not defined shall have the meanings given to them in the Loan Agreement dated as of December 12, 2022 and made effective as of October 15, 2022 (the "**Loan Agreement**") between J.W. Carr Holdings Ltd., as borrower and the Secured Party, as lender.

Statutory Charging Provision

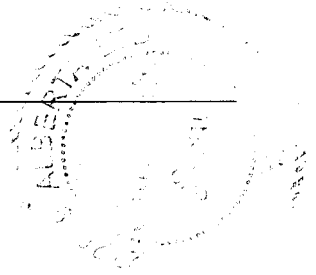
6.29 For better securing to the Secured Party the repayment in the manner set out above of the principal sum and interest (and other amount hereby secured), the Debtor hereby mortgages to the Secured Party all of its estate and interest in the property described in Section 2.1 of this debenture. ✓

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Debtor has executed this debenture as of the date first written above.

272649 ALBERTA LTD.

Per: McCar
Name: Marjorie Carr
Title: President



Schedule A

Legal Description of the Lands Located in Alberta

1. DESCRIPTIVE PLAN 1124406
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.785 HECTARES (1.94 ACRES) MORE OR LESS
2. PLAN 8020127
BLOCK 17
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.05 HECTARES (2.59 ACRES) MORE OR LESS
3. PLAN 0625015
BLOCK 3
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.611 HECTARES (1.51 ACRES) MORE OR LESS



232156051

232156051 REGISTERED 2023 05 17
MORT - MORTGAGE
DOC 2 OF 2 DRR#: E000VYK ADR/EDMEZDEM
LINC/S: 0034929654 +

This is Exhibit "I" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta

LAND TITLE CERTIFICATE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

112 287 916

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

" AFFECTS PART OF THIS TITLE "

092 417 796	19/11/2009	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF GRANDE PRAIRIE. AS TO PORTION OR PLAN:0940788
112 390 594	05/12/2011	CAVEAT RE : LEASE INTEREST , ETC. CAVEATOR - OVINTIV CANADA ULC. 500 CENTRE ST SE PO BOX 2850 CALGARY ALBERTA T2P2S5 AGENT - OLIVIA COLCIC (DATA UPDATED BY: CHANGE OF ADDRESS 132201575) (DATA UPDATED BY: CHANGE OF NAME 202103123)
112 390 595	05/12/2011	CAVEAT RE : LEASE INTEREST CAVEATOR - OVINTIV CANADA ULC. 500 CENTRE ST SE PO BOX 2850 CALGARY ALBERTA T2P2S5 AGENT - OLIVIA COLCIC (DATA UPDATED BY: CHANGE OF ADDRESS 132201575) (DATA UPDATED BY: CHANGE OF NAME 202103123)
122 074 778	12/03/2012	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. ATTENTION: LAND & PROPERTIES, 10035-105 STREET EDMONTON ALBERTA T5J2V6 AGENT - RITA KLASSON
132 127 506	06/05/2013	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 11366 104 AVE EDMONTON ALBERTA T5K2W9 ORIGINAL PRINCIPAL AMOUNT: \$7,500,000
132 127 507	06/05/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. C/O BROWNLEE LLP 2200, 10155-102 ST EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

112 287 916

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T5J4G8
AGENT - BRUCE F COOMBS

182 244 124 29/09/2018 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
25TH FLOOR, 10020-100 ST NW
EDMONTON
ALBERTA T5J0N3
ORIGINAL PRINCIPAL AMOUNT: \$4,297,000

222 274 972 26/11/2022 WRIT
CREDITOR - MIKOSKO FAMILY TRUST.
C/O 600, 12220 STONY PLAIN ROAD NW
EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 156 051 17/05/2023 MORTGAGE
MORTGAGEE - MICHAEL G BROADFOOT
163 WILDWOOD DRIVE SW
CALGARY
ALBERTA T3C3C8
ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF
JANUARY, 2024 AT 04:42 P.M.

ORDER NUMBER: 49316168

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

(CONTINUED)

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

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

This is Exhibit "J" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0019 743 559 1936MC;12;18 952 049 208

LEGAL DESCRIPTION
PLAN 1936MC
BLOCK 12
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;24;NW

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 842 270 979

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

952 049 208 24/02/1995 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

627612 ALBERTA LTD.
OF 2400,10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6
(DATA UPDATED BY: CHANGE OF ADDRESS 082083810)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

142 012 865 11/01/2014 MORTGAGE
MORTGAGEE - SERVUS CREDIT UNION LTD.
9930-99 AVE
GRANDE PRAIRIE
ALBERTA T8V0R5
ORIGINAL PRINCIPAL AMOUNT: \$640,000

142 012 866 11/01/2014 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

952 049 208

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - SERVUS CREDIT UNION LTD.
C/O BROWNLEE LLP
2200, 10155-102 STREET
EDMONTON
ALBERTA T5J4G8
AGENT - ALLEN R EVANIEW

232 115 335 13/04/2023 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

232 141 204 04/05/2023 MORTGAGE
MORTGAGEE - MICHAEL G BROADFOOT
163 WILDWOOD DR SW
CALGARY
ALBERTA T3C3C8
ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF
NOVEMBER, 2023 AT 07:17 P.M.

ORDER NUMBER: 48913438

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0019 743 566 1936MC;12;19 952 049 208 +1

LEGAL DESCRIPTION
PLAN 1936MC
BLOCK 12
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;24;NW

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 842 270 979 A

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

952 049 208 24/02/1995 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

627612 ALBERTA LTD.
OF 2400,10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6
(DATA UPDATED BY: CHANGE OF ADDRESS 082083810)

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

142 012 865 11/01/2014 MORTGAGE
 MORTGAGEE - SERVUS CREDIT UNION LTD.
 9930-99 AVE
 GRANDE PRAIRIE
 ALBERTA T8V0R5
 ORIGINAL PRINCIPAL AMOUNT: \$640,000

142 012 866 11/01/2014 CAVEAT
 RE : ASSIGNMENT OF RENTS AND LEASES

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

952 049 208 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - SERVUS CREDIT UNION LTD.
C/O BROWNLEE LLP
2200, 10155-102 STREET
EDMONTON
ALBERTA T5J4G8
AGENT - ALLEN R EVANIEW

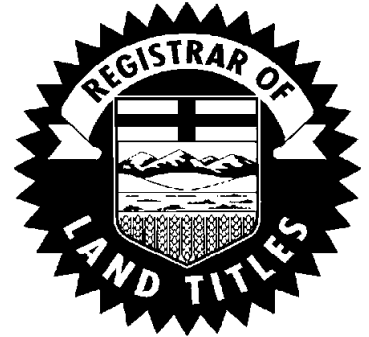
232 141 204 04/05/2023 MORTGAGE
MORTGAGEE - MICHAEL G BROADFOOT
163 WILDWOOD DR SW
CALGARY
ALBERTA T3C3C8
ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF
NOVEMBER, 2023 AT 07:17 P.M.

ORDER NUMBER: 48913438

CUSTOMER FILE NUMBER: 159371.00008



END OF CERTIFICATE

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0019 743 574 1936MC;12;20 952 049 208 +2

LEGAL DESCRIPTION
PLAN 1936MC
BLOCK 12
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;24;NW

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 842 270 979 B

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

952 049 208 24/02/1995 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

627612 ALBERTA LTD.
OF 2400,10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6
(DATA UPDATED BY: CHANGE OF ADDRESS 082083810)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

142 012 865 11/01/2014 MORTGAGE
MORTGAGEE - SERVUS CREDIT UNION LTD.
9930-99 AVE
GRANDE PRAIRIE
ALBERTA T8V0R5
ORIGINAL PRINCIPAL AMOUNT: \$640,000

142 012 866 11/01/2014 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

952 049 208 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - SERVUS CREDIT UNION LTD.
C/O BROWNLEE LLP
2200, 10155-102 STREET
EDMONTON
ALBERTA T5J4G8
AGENT - ALLEN R EVANIEW

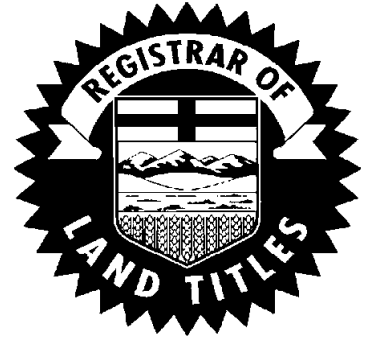
232 141 204 04/05/2023 MORTGAGE
MORTGAGEE - MICHAEL G BROADFOOT
163 WILDWOOD DR SW
CALGARY
ALBERTA T3C3C8
ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF
NOVEMBER, 2023 AT 07:17 P.M.

ORDER NUMBER: 48913438

CUSTOMER FILE NUMBER: 159371.00008



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

This is Exhibit "K" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0036 998 607 1525617;4;7 152 390 733 +2

LEGAL DESCRIPTION
PLAN 1525617
BLOCK 4
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.468 HECTARES (6.1 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;52;34;SW

MUNICIPALITY: CITY OF SPRUCE GROVE

REFERENCE NUMBER: 152 226 087 +7

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
152 390 733	15/12/2015	SUBDIVISION PLAN		

OWNERS

SPRUCE GROVE INDUSTRIAL PARK INC.
OF 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6
(DATA UPDATED BY: CHANGE OF ADDRESS 202143954)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
4975JD	11/08/1952	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE INC. AS TO PORTION OR PLAN:3625HW "PART S.W. 34 AS DESC CONTG 3.68 ACRES" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 072294733)

072 603 849 10/10/2007 UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

152 390 733 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

GRANTEE - THE CITY OF SPRUCE GROVE.

152 226 089 24/07/2015 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF SPRUCE GROVE.
AS TO PORTION OR PLAN:1523299
AS TO AREA 'A'

152 390 735 15/12/2015 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF SPRUCE GROVE.
AS TO PORTION OR PLAN:1525618
AS TO AREA 'B'

152 390 737 15/12/2015 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE CITY OF SPRUCE GROVE.
315 JESPERSEN AVE., SPRUCE GROVE
ALBERTA T7X3E8

152 390 739 15/12/2015 CAVEAT
RE : RESTRICTIVE COVENANT

172 218 190 22/08/2017 UTILITY RIGHT OF WAY
GRANTEE - TRANS MOUNTAIN PIPELINE ULC.

192 139 021 21/06/2019 MORTGAGE
MORTGAGEE - HMT HOLDINGS INC.
36 TORONTO STREET, SUITE 500
TORONTO
ONTARIO M5C2C5
ORIGINAL PRINCIPAL AMOUNT: \$4,600,000

192 139 022 21/06/2019 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - HMT HOLDINGS INC.
SUITE 500, 36 TORONTO STREET
TORONTO
ONTARIO M5C2C5
AGENT - GARY A REIST

232 046 509 09/02/2023 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF SPRUCE GROVE.
AS TO PORTION OR PLAN:1525618

232 108 174 04/04/2023 TAX NOTIFICATION
BY - THE CITY OF SPRUCE GROVE.
315 JESPERSEN AVE
SPRUCE GROVE, ALBERTA
T7X3E8

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

152 390 733 +2

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
232 156 050	17/05/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT 163 WILDWOOD DRIVE SW CALGARY ALBERTA T3C3C8 ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
JANUARY, 2024 AT 01:40 P.M.

ORDER NUMBER: 49264796

CUSTOMER FILE NUMBER: 159371-8



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0036 756 724 1523298;1;10 152 226 087 +5

LEGAL DESCRIPTION
PLAN 1523298
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.271 HECTARES (3.14 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;52;34;SW

MUNICIPALITY: CITY OF SPRUCE GROVE

REFERENCE NUMBER: 142 102 244 +5

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

152 226 087 24/07/2015 SUBDIVISION PLAN

OWNERS

SPRUCE GROVE INDUSTRIAL PARK INC.
OF 10585-108 ST
EDMONTON
ALBERTA T5H 2Z8

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

4975JD 11/08/1952 UTILITY RIGHT OF WAY
GRANTEE - TRANS MOUNTAIN PIPELINE INC.
AS TO PORTION OR PLAN:3625HW
"PART S.W. 34 AS DESC CONTG 3.68 ACRES"
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 072294733)

152 226 090 24/07/2015 UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

152 226 087 +5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

GRANTEE - THE CITY OF SPRUCE GROVE.
AS TO PORTION OR PLAN:1523299
AS TO AREA 'A'

152 226 117	24/07/2015	CAVEAT RE : RESTRICTIVE COVENANT
172 218 200	22/08/2017	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE ULC.
192 139 021	21/06/2019	MORTGAGE MORTGAGEE - HMT HOLDINGS INC. 36 TORONTO STREET, SUITE 500 TORONTO ONTARIO M5C2C5 ORIGINAL PRINCIPAL AMOUNT: \$4,600,000
192 139 022	21/06/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HMT HOLDINGS INC. SUITE 500, 36 TORONTO STREET TORONTO ONTARIO M5C2C5 AGENT - GARY A REIST
232 108 174	04/04/2023	TAX NOTIFICATION BY - THE CITY OF SPRUCE GROVE. 315 JESPERSEN AVE SPRUCE GROVE, ALBERTA T7X3E8
232 156 050	17/05/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT 163 WILDWOOD DRIVE SW CALGARY ALBERTA T3C3C8 ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 008

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
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JANUARY, 2024 AT 01:40 P.M.

ORDER NUMBER: 49264796

CUSTOMER FILE NUMBER: 159371-8



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



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0036 756 716 1523298;1;9

TITLE NUMBER
152 226 087 +4

LEGAL DESCRIPTION

PLAN 1523298

BLOCK 1

LOT 9

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.351 HECTARES (3.34 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;27;52;34;SW

MUNICIPALITY: CITY OF SPRUCE GROVE

REFERENCE NUMBER: 142 102 244 +5

112 113 535 +2

REGISTERED OWNER(S)

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
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152 226 087	24/07/2015	SUBDIVISION PLAN		
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OWNERS

SPRUCE GROVE INDUSTRIAL PARK INC.
OF 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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4975JD	11/08/1952	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE INC. AS TO PORTION OR PLAN:3625HW "PART S.W. 34 AS DESC CONTG 3.68 ACRES" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 072294733)
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152 108 647	10/04/2015	EASEMENT
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(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

152 226 087 +4

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

" AFFECTS PART OF THIS TITLE "

152 226 090	24/07/2015	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF SPRUCE GROVE. AS TO PORTION OR PLAN:1523299 AS TO AREA 'A'
152 226 117	24/07/2015	CAVEAT RE : RESTRICTIVE COVENANT
152 314 830	06/10/2015	DISCHARGE OF EASEMENT 152108647 PARTIAL AS TO SERVIENT TENANCY ONLY
172 218 187	22/08/2017	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE ULC.
192 139 021	21/06/2019	MORTGAGE MORTGAGEE - HMT HOLDINGS INC. 36 TORONTO STREET, SUITE 500 TORONTO ONTARIO M5C2C5 ORIGINAL PRINCIPAL AMOUNT: \$4,600,000
192 139 022	21/06/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HMT HOLDINGS INC. SUITE 500, 36 TORONTO STREET TORONTO ONTARIO M5C2C5 AGENT - GARY A REIST
232 108 174	04/04/2023	TAX NOTIFICATION BY - THE CITY OF SPRUCE GROVE. 315 JESPERSEN AVE SPRUCE GROVE, ALBERTA T7X3E8
232 156 050	17/05/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT 163 WILDWOOD DRIVE SW CALGARY ALBERTA T3C3C8 ORIGINAL PRINCIPAL AMOUNT: \$20,000,000

TOTAL INSTRUMENTS: 010

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF
JANUARY, 2024 AT 01:40 P.M.

ORDER NUMBER: 49264796

CUSTOMER FILE NUMBER: 159371-8



END OF CERTIFICATE

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

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

This is Exhibit "L" referred to in the Affidavit of
Marjorie Carr
Sworn before me this 8 day
Of April A.D., 2024

A Notary Public, A Commissioner for Oaths
in and for Alberta



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0037 160 710

1621791;11;25

162 122 545 +35

LEGAL DESCRIPTION

PLAN 1621791

BLOCK 11

LOT 25

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
162 122 545	06/05/2016	SUBDIVISION PLAN		

OWNERS

272649 ALBERTA LTD.

OF 2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
162 122 547	06/05/2016	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF GRANDE PRAIRIE. AS TO PORTION OR PLAN:1621792
162 122 549	06/05/2016	EASEMENT AS TO PORTION OR PLAN:1621793
162 166 360	22/06/2016	CAVEAT RE : RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 122 545 +35

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
192 118 894	30/05/2019	MORTGAGE MORTGAGEE - LIBERTY INVESTMENTS LTD. 100, 7710-5 ST SE CALGARY ALBERTA T2H2L9 ORIGINAL PRINCIPAL AMOUNT: \$800,000
192 118 895	30/05/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LIBERTY INVESTMENTS LTD. ATTN: CLINTON EVANGELISTA 100, 7710 - 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - TAMI J FRIC
212 014 099	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
212 014 100	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 083 093	11/04/2022	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
222 131 175	08/06/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +35

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:55 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 160 769 1621791;14;27 162 122 545 +40

LEGAL DESCRIPTION
PLAN 1621791
BLOCK 14
LOT 27
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

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

162 122 545 06/05/2016 SUBDIVISION PLAN

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

162 122 547 06/05/2016 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF GRANDE PRAIRIE.
 AS TO PORTION OR PLAN:1621792

162 166 360 22/06/2016 CAVEAT
 RE : RESTRICTIVE COVENANT

192 118 894 30/05/2019 MORTGAGE
 MORTGAGEE - LIBERTY INVESTMENTS LTD.
 100, 7710-5 ST SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 122 545 +40

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY
ALBERTA T2H2L9
ORIGINAL PRINCIPAL AMOUNT: \$800,000

192 118 895 30/05/2019 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - LIBERTY INVESTMENTS LTD.
ATTN: CLINTON EVANGELISTA
100, 7710 - 5 STREET SE
CALGARY
ALBERTA T2H2L9
AGENT - TAMI J FRIC

212 014 099 16/01/2021 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - LIBERTY INVESTMENTS LTD.
UNIT 100 7710 5 STREET SE
CALGARY
ALBERTA T2H2L9
AGENT - MICHELLE ELLIOTT

212 014 100 16/01/2021 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - LIBERTY INVESTMENTS LTD.
UNIT 100 7710 5 STREET SE
CALGARY
ALBERTA T2H2L9
AGENT - MICHELLE ELLIOTT

222 083 093 11/04/2022 TAX NOTIFICATION
BY - THE CITY OF GRANDE PRAIRIE.
BAG 4000
GRANDE PRAIRIE, ALBERTA
T8V6V3

222 131 175 08/06/2022 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - LIBERTY INVESTMENTS LTD.
UNIT 100 7710 5 STREET SE
CALGARY
ALBERTA T2H2L9
AGENT - MICHELLE ELLIOTT

222 274 972 26/11/2022 WRIT
CREDITOR - MIKOSKO FAMILY TRUST.
C/O 600, 12220 STONY PLAIN ROAD NW
EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +40

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:55 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 160 439 1621791;9;24 162 122 545 +7

LEGAL DESCRIPTION
PLAN 1621791
BLOCK 9
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

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

162 122 545 06/05/2016 SUBDIVISION PLAN

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

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

162 122 547 06/05/2016 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF GRANDE PRAIRIE.
 AS TO PORTION OR PLAN:1621792

162 122 549 06/05/2016 EASEMENT
 AS TO PORTION OR PLAN:1621793

162 166 360 22/06/2016 CAVEAT
 RE : RESTRICTIVE COVENANT

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 122 545 +7

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
192 118 894	30/05/2019	MORTGAGE MORTGAGEE - LIBERTY INVESTMENTS LTD. 100, 7710-5 ST SE CALGARY ALBERTA T2H2L9 ORIGINAL PRINCIPAL AMOUNT: \$800,000
192 118 895	30/05/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LIBERTY INVESTMENTS LTD. ATTN: CLINTON EVANGELISTA 100, 7710 - 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - TAMI J FRIC
212 014 099	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
212 014 100	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 083 093	11/04/2022	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
222 131 175	08/06/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +7

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:55 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0037 160 496

1621791;10;18

162 122 545 +13

LEGAL DESCRIPTION

PLAN 1621791

BLOCK 10

LOT 18

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
162 122 545	06/05/2016	SUBDIVISION PLAN		

OWNERS

272649 ALBERTA LTD.

OF 2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS		
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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
162 122 547	06/05/2016	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF GRANDE PRAIRIE. AS TO PORTION OR PLAN:1621792
162 122 549	06/05/2016	EASEMENT AS TO PORTION OR PLAN:1621793
162 166 360	22/06/2016	CAVEAT RE : RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 122 545 +13

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
192 118 894	30/05/2019	MORTGAGE MORTGAGEE - LIBERTY INVESTMENTS LTD. 100, 7710-5 ST SE CALGARY ALBERTA T2H2L9 ORIGINAL PRINCIPAL AMOUNT: \$800,000
192 118 895	30/05/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LIBERTY INVESTMENTS LTD. ATTN: CLINTON EVANGELISTA 100, 7710 - 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - TAMI J FRIC
212 014 099	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
212 014 100	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 083 093	11/04/2022	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
222 131 175	08/06/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +13

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

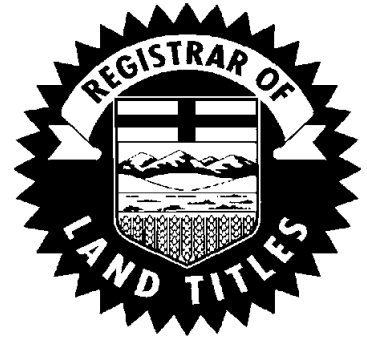
EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:55 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0037 160 694

1621791;11;23

162 122 545 +33

LEGAL DESCRIPTION

PLAN 1621791

BLOCK 11

LOT 23

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

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

162 122 545 06/05/2016 SUBDIVISION PLAN

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

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

162 122 547 06/05/2016 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF GRANDE PRAIRIE.
AS TO PORTION OR PLAN:1621792

162 122 549 06/05/2016 EASEMENT
AS TO PORTION OR PLAN:1621793

162 166 360 22/06/2016 CAVEAT
RE : RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 122 545 +33

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
192 118 894	30/05/2019	MORTGAGE MORTGAGEE - LIBERTY INVESTMENTS LTD. 100, 7710-5 ST SE CALGARY ALBERTA T2H2L9 ORIGINAL PRINCIPAL AMOUNT: \$800,000
192 118 895	30/05/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LIBERTY INVESTMENTS LTD. ATTN: CLINTON EVANGELISTA 100, 7710 - 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - TAMI J FRIC
212 014 099	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
212 014 100	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 083 093	11/04/2022	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
222 131 175	08/06/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +33

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:54 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0037 160 546 1621791;10;23 162 122 545 +18

LEGAL DESCRIPTION
PLAN 1621791
BLOCK 10
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

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

162 122 545 06/05/2016 SUBDIVISION PLAN

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

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

162 122 547 06/05/2016 UTILITY RIGHT OF WAY
 GRANTEE - THE CITY OF GRANDE PRAIRIE.
 AS TO PORTION OR PLAN:1621792

162 122 549 06/05/2016 EASEMENT
 AS TO PORTION OR PLAN:1621793

162 166 360 22/06/2016 CAVEAT
 RE : RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

162 122 545 +18

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
192 118 894	30/05/2019	MORTGAGE MORTGAGEE - LIBERTY INVESTMENTS LTD. 100, 7710-5 ST SE CALGARY ALBERTA T2H2L9 ORIGINAL PRINCIPAL AMOUNT: \$800,000
192 118 895	30/05/2019	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - LIBERTY INVESTMENTS LTD. ATTN: CLINTON EVANGELISTA 100, 7710 - 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - TAMI J FRIC
212 014 099	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
212 014 100	16/01/2021	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 083 093	11/04/2022	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
222 131 175	08/06/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - LIBERTY INVESTMENTS LTD. UNIT 100 7710 5 STREET SE CALGARY ALBERTA T2H2L9 AGENT - MICHELLE ELLIOTT
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +18

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:54 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

TITLE NUMBER

0037 160 520

1621791;10;21

162 122 545 +16

LEGAL DESCRIPTION

PLAN 1621791

BLOCK 10

LOT 21

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 6;6;71;35;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 152 005 240 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
162 122 545	06/05/2016	SUBDIVISION PLAN		

OWNERS

272649 ALBERTA LTD.

OF 2400, 10303 JASPER AVE

EDMONTON

ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
162 122 547	06/05/2016	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF GRANDE PRAIRIE. AS TO PORTION OR PLAN:1621792
162 122 549	06/05/2016	EASEMENT AS TO PORTION OR PLAN:1621793
162 166 360	22/06/2016	CAVEAT RE : RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

162 122 545 +16

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5N3Y4
DEBTOR - 272649 ALBERTA LTD.
2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AMOUNT: \$2,464,479 AND COSTS IF ANY
ACTION NUMBER: 2203 02632

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,
2024 AT 09:55 A.M.

ORDER NUMBER: 49905216

CUSTOMER FILE NUMBER: 166025.2



END OF CERTIFICATE

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