FILED
Clerk's Stamp:
Jun 14, 2024
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by Email
JUDICIAL CENTRE OF EDMONTON
CLERK OF THE COURT

COURT FILE NUMBER	2303 06543
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE OF	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:	May 29, 2024
NAME OF JUSTICE WHO MADE THIS ORDER:	The Honourable Justice M J. Lema
LOCATION OF HEARING:	Edmonton, Alberta

UPON the Application 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 "**Applicants**") for an Order approving the sale transaction (the "**Transaction**") contemplated in the revised Agreement of Purchase and Sale (the "**PSA**") between Carr Holdings (as Vendor) and Michael G. Broadfoot (and/or his nominee(s)) (the "**Purchaser**") (as Purchaser), which PSA is exhibited to the Ninth Supplemental Affidavit of Marjorie Carr sworn May 28, 2024 (the “**Ninth Supplemental Carr Affidavit**”), and vesting in the Purchaser all right, title and interest of Carr Holdings in and to the Assets described in the PSA;

AND UPON having read the Initial Order of the Honourable Justice J.J. Gill granted in these proceedings on April 19, 2023 (the “**Initial Order**”); the Amended and Restated Initial Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the “**ARIO**”); the Sales and Investment Solicitation Process Order of the Honourable Justice J.T. Neilson granted in these proceedings on April 26, 2023 (the “**SISP Order**”); the Amended and Restated Sales and Investment Solicitation Process Order of the Honourable Justice N. Whitling granted in these proceedings on July 26, 2023 (the “**Amended and Restated SISP Order**”); the Supplemental Affidavit of Marjorie Carr sworn July 17, 2023 (the “**Third Supplemental Carr Affidavit**”); the Supplemental Affidavit of Marjorie Carr sworn October 16, 2023 (the “**Fourth Supplemental Carr Affidavit**”); the Application dated May 29, 2024; the Affidavit of Marjorie Carr sworn May 21, 2024 (the “**Eighth Supplemental Carr Affidavit**”); the Sixteenth Report of the Monitor; the Seventeenth Report of the Monitor; the Bench Brief of the Applicants and Authorities; and the Affidavit of Service, filed; **AND UPON HEARING** the submissions of counsel for the Applicants, counsel for the Monitor, and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the corresponding meanings given to such terms in the Eighth Supplemental Carr Affidavit.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the PSA by Carr Holdings is hereby authorized and approved, with such minor amendments as Carr Holdings and the Monitor may deem necessary. Carr Holdings 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.

VESTING OF PROPERTY

4. Upon delivery of a Monitor's Certificate to the Purchaser (or its nominee) substantially in the form set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**"), all right, title and interest of Carr Holdings 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);

   (d) any claims under the *Condominium Property Act,* RSA 2000, c C-22; and

   (e) those Claims listed in **Schedule "C"** hereto, all of which Claims 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 be and is hereby authorized, requested and directed to forthwith:

(i) cancel existing Certificates of Title Nos. as outlined in **Schedule "B"** hereto for those lands and premises municipally and legally described and outlined in **Schedule "B"** hereto (the "**Lands**").

(ii) issue new Certificates of Title for the Lands in the name of the Purchaser, namely: Michael G. Broadfoot (and/or his nominee);

(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 Carr Holdings and the Monitor of their respective obligations under the PSA.

8. Upon delivery of the Monitor's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by Carr Holdings or by the Monitor in its capacity as Monitor of the Applicants and not in its personal capacity.

9. For the purposes of determining the nature and priority of Claims, net proceeds derived from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

10. Counsel for Carr Holdings is hereby directed to distribute the sale proceeds from the Purchased Assets as follows:

(a) by paying the reasonable professional fees and disbursements of legal counsel for Carr Holdings, plus disbursements and taxes, for all of their work relating to the Transaction, including receiving, finalizing and arranging for execution of the PSA, applying for and obtaining this Sale Approval & Vesting Order, closing the Transaction and distributing the net sale proceeds derived from the Transaction in accordance with this Order;

(b) by paying the amount owing to the municipality in which the Purchased Assets are located with respect to municipal property taxes, assessments, penalties and interest and any other overdue charges owing to the said municipality with respect to the Purchased Asset, ranking prior to the Mortgage held by Michael G. Broadfoot, assignee of Canadian Western Bank ("**Broadfoot**") (the "**Subject Mortgage**"), if any;

(c) by paying to The Owners: Condominium Plan No. 872 2944, o/a Central Park Condominiums to which the Purchased Assets pertain (the "**Condominium Corporation**") any and all condominium fees incurred by the Applicants from and after the date of this Order;

(d) by paying to counsel for Broadfoot the amount of $414,012.43 (the "**Arrears Holdback**"), to be held in trust to stand as security in the place of Condominium Corporation's priority charge for contributions currently secured by the "Condominium Fee Encumbrances on each Title" as set out at Schedule "C" hereto, which funds may only be released upon further Order of this Court or an agreement between Broadfoot and Condominium Corporation with respect to amounts validly secured and owed to the Condominium Corporation, in priority to the Subject Mortgage;

(e) by paying to Canada Revenue Agency, the amount of any Goods and Services Tax ("**GST**") payable as a result of the Transaction approved by this Order, if any;

(f) by paying the difference between the Purchase Price (as defined in the PSA) less the amounts paid pursuant to paragraph 10(a), 10(b), 10(c), and 10(d) herein, to Broadfoot, to be credited towards the amounts owing to Broadfoot.

11. Upon receipt of the amounts for condominium fees as set out in paragraph 10 (c) and confirmation that the Arrears Holdback is being maintained, the Condominium Corporation is hereby directed to issue an estoppel certificate to Carr Holdings and Broadfoot, confirming the indebtedness to the Condominium Corporation has been satisfied in full.

12. 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 Carr Holdings.

13. Upon completion of the Transaction, Carr Holdings and all persons who claim by, through or under Carr Holdings 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).

14. 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 Carr Holdings or any person claiming by, through or against Carr Holdings.

15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against Carr Holdings.

16. 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

17. Notwithstanding:

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

    (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of Carr Holdings and any bankruptcy order issued pursuant to any such applications;

    (c) any assignment in bankruptcy made in respect of Carr Holdings; 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 Carr Holdings and shall not be void or voidable by creditors of Carr Holdings, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. Carr Holdings, 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.

19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist Carr Holdings 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 Carr Holdings and the Monitor and its agents in carrying out the terms of this Order.

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

(a) Serving the same on:

(i) the persons listed on the service list created in these proceedings;

(ii) any other person served with notice of the application for this Order;

(iii) any other parties attending or represented at the application for this Order;

(iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Monitor's website at: https://documentcentre.ey.com/#/detail-engmt?eid=521

and service on any other person is hereby dispensed with.

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

M. J. Lema

Justice of the Court of King's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2303 06543	Clerk's Stamp
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.	
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. ("**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. (the "**Applicants**").

2. Pursuant to an Order of the Court dated May 29, 2024, the Court approved the agreement of purchase and sale dated May 28, 2024 (the "**PSA**") pertaining to certain real property owned by Carr Holdings, between Carr Holdings as Vendor and Michael G. Broadfoot and/or his nominee(s) (collectively, the "**Purchaser**") and provided for the vesting in the Purchaser of all right, title and interest of Carr Holdings 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 5.1 and 5.2 of the PSA have been satisfied or waived by Carr Holdings, 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 has paid and Carr Holdings 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 5.1 and 5.2 of the PSA have been satisfied or waived by Carr Holdings, 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 J. W. Carr Holdings Ltd. and not in its personal capacity.

Per:_____________________________

Name:

Title

Schedule “B”

Purchased Assets

Title No.	Legal Description	Civic Address
972 184 768	CONDOMINIUM PLAN 8722944 UNIT 6 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 6**)	#201, 9916 - 113 St, Edmonton, AB
032 155 517	CONDOMINIUM PLAN 8722944 UNIT 7 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 7**)	#206, 9916 - 113 St, Edmonton, AB
972 184 768 +2	CONDOMINIUM PLAN 8722944 UNIT 9 AND 78 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 9**)	#204, 9916 - 113 St, Edmonton, AB
972 184 768 +3	CONDOMINIUM PLAN 8722944 UNIT 13 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS **(Unit 13)**	#306, 9916 - 113 St, Edmonton, AB
992 111 754	CONDOMINIUM PLAN 8722944 UNIT 18 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS **(Unit 18)**	#401, 9916 - 113 St, Edmonton, AB
982 172 925	CONDOMINIUM PLAN 8722944 UNIT 19 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 19**)	#406, 9916 - 113 St, Edmonton, AB

972 184 768 +6	CONDOMINIUM PLAN 8722944 UNIT 24 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 24**)	#501, 9916 - 113 St, Edmonton, AB
942 203 913 +4	CONDOMINIUM PLAN 8722944 UNIT 25 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 25**)	#506, 9916 - 113 St, Edmonton, AB
942 203 913 +9	CONDOMINIUM PLAN 8722944 UNIT 66 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 66**)	#1201, 9916 - 113 St, Edmonton, AB
972 392 858	CONDOMINIUM PLAN 8722944 UNIT 72 AND 95 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 72**)	#1301, 9916 - 113 St, Edmonton, AB
962 134 431	CONDOMINIUM PLAN 8722944 UNIT 73 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 73**)	#1306, 9916 - 113 St, Edmonton, AB
942 203 913 +13	CONDOMINIUM PLAN 8722944 UNIT 79 AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 79**)	#1406, 9916 - 113 St, Edmonton, AB
982 195 575	CONDOMINIUM PLAN 8722944 UNIT 85	#1506, 9916 - 113 St, Edmonton, AB

	AND 88 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (**Unit 85**)	

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

Schedule “C”

Encumbrances on all Titles

Instrument No. /DRR No.	Registration Date	Registration
082 063 803	08/02/2008	MORTGAGE
082 063 804	08/02/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES
102 097 409	25/03/2010	MORTGAGE
102 097 410	25/03/2010	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES
222 274 973	26/11/2022	WRIT
232 100 882	28/03/2023	CERTIFICATE OF LIS PENDENS
232 107 248	04/04/2023	WRIT
232 116 491	14/04/2023	TAX NOTIFICATION

Condominium Fee Encumbrances on each Title

Title No.	Instrument No.	Registration Date	Registration
972 184 768	212 038 461	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
032 155 517	212 274 973	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 184 768 +2	212 038 440	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 184 768 +3	212 038 494	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
992 111 754	212 038 448	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
982 172 925	212 038 431	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 184 768 +6	212 038 450	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
002 116 441	212 038 499	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
942 203 913 +9	212 038 497	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
972 392 858	212 038 458	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
962 134 431	212 038 734	08/02/2021	CAVEAT RE: CONDOMINIUM FEES
942 203 913 +13	212 038 442	08/02/2021	CAVEAT RE: CONDOMINIUM FEES

982 195 575	212 038 433	08/02/2021	CAVEAT RE: CONDOMINIUM FEES

Certificate of Lis Pendens Encumbrances Title

Title No.	Instrument No.	Registration Date	Registration
972 184 768; 032 155 517; 972 184 768 +2; 972 184 768 +3; 992 111 754; and 982 172 925	232 152 549	15/05/2023	Certificate of Lis Pendens
972 184 768 +6; and 942 203 913 +4	232 152 551	15/05/2023	Certificate of Lis Pendens
942 203 913 +9; 972 392 858; 962 134 431; 942 203 913 +13; and 982 195 575	232 152 552	15/05/2023	Certificate of Lis Pendens

Schedule "D"

Permitted Encumbrances

Instrument No. /DRR No.	**Registration Date**	**Registration**
F005GXY	10/05/2024	TRANSFER OF INSTRUMENT