

COURT FILE NUMBER 0901-11866
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE Calgary

ACTION IN THE MATTER OF THE **COMPANIES' CREDITORS
ARRANGEMENT ACT**, R.S.C. 1985, c. C-36, AS
AMENDED, **THE JUDICATURE ACT**, R.S.A. 2000, c.
J-2, AS AMENDED AND **THE BUSINESS
CORPORATIONS ACT**, R.S.A. 2000, C. B-9, AS
AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF SHIRE INTERNATIONAL
REAL ESTATE INVESTMENTS LTD., SHIRE CAPITAL
LTD., HALAMA GARDENS LLC, SHIRE ASSET
MANAGEMENT LTD., WINN RIVER RESORT LTD.,
FORT MCMONEY PROPERTIES II LTD., HALAMA
GARDENS LTD., MAPLES AND WHITE SANDS
INVESTMENT LTD., FORT MCMONEY PROPERTIES
LTD., CHEMAINUS PROPERTIES LTD., SKAHA LAKE
DEVELOPMENT LTD., TSEHUM HARBOUR LTD.,
BEARSPAW AT 144TH AVENUE LTD., BEARSPAW AT
144TH EQUITIES LTD., BEARSPAW AT 144TH BONDS
INC., TSEHUM HARBOUR EQUITIES LTD., TSEHUM
HARBOUR BONDS LTD., ORILLIA INVESTMENTS
LTD., 0726028 B.C. LTD., 0675816 B.C. LTD. and
BOSUN'S HOLDINGS LTD.

DOCUMENT AFFIDAVIT

ADDRESS FOR SERVICE Owen Bird Law Corporation
AND 2900-595 Burrard Street
CONTACT INFORMATION OF Vancouver, BC V7X 1J5
PARTY FILING THIS Attention: Scott H. Stephens
DOCUMENT

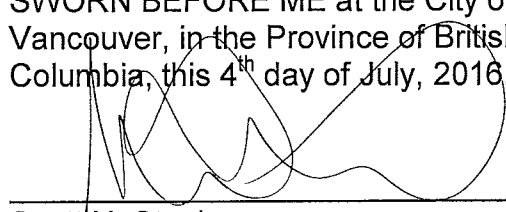
Affidavit of L. Grillandini
Sworn July 4, 2016

I, Lynette Grillandini, legal assistant, of 2900 – 595 Burrard Street, Vancouver, British Columbia, MAKE OATH AND SAY THAT:

1. I am a legal assistant with Owen Bird Law Corporation, solicitors for Romspen Investment Corporation, and as such have personal knowledge of the facts I deposed to, save and except where stated to be on information and belief and where so stated I verily believe them to be true.

2. Capitalized terms herein are as defined in the application dated July 4, 2016.
3. Attached as Exhibit "A" is a copy of the executed offer to purchase between Romspen, as the seller by court order, and 1026776 Alberta Ltd., as the purchaser, for the Fort McMoney II Property.
4. Attached as Exhibit "B" is a copy of a marketing report dated June 24, 2016 prepared by D.C. & Associates Realty.
5. Attached as Exhibit "C" collectively are copies of the Land Title Certificates for the Fort McMoney II Property.

SWORN BEFORE ME at the City of
Vancouver, in the Province of British
Columbia, this 4th day of July, 2016.



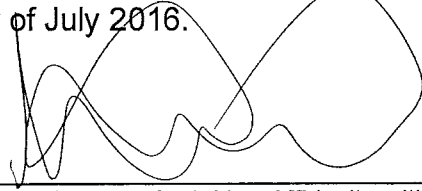
Scott H. Stephens
Barrister and Solicitor
Owen Bird Law Corporation
2900 – 595 Burrard Street
Vancouver, BC V7X 1J5
Telephone: 604-691-7521
A Commissioner and Notary for taking
Affidavits for British Columbia

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Lynette Grillandini

SCOTT H. STEPHENS
BARRISTER & SOLICITOR
2900 - 595 BURRARD STREET
VANCOUVER, B.C.
604-691-7521

This is Exhibit "A" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 4th day of July 2016.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over the text of the affidavit.

A Commissioner for taking Affidavits within British Columbia

COMMERCIAL REAL ESTATE PURCHASE CONTRACT

This form was developed by the Alberta Real Estate Association for the use of its members and may not be altered electronically by any person. Do not write into this document do so at your peril.

PART A - OFFER TO PURCHASE

This Contract is between
THE SELLER and THE BUYER
Name: ROMSPEN INVESTMENT CORPORATION Name: 1026776 Alberta LTD.
Name: BY COURT ORDER Name: _____

1. THE PROPERTY

1.1 The Property is the Land, Buildings, Accepted Tenancies, Attached Goods (unless excluded) and Included Unattached Goods located at:

Municipal Address: 10109, 10111, 10113, 10115, 10117 & 10119 -
MANNING AVENUE, FORT McMURRAY, ALBERTA

Legal Description: Plan _____ Block/Unit _____ Lot _____
AS SET OUT IN THE ATTACHED SCHEDULE "A"

Title(s) #: _____ A copy of the existing Title(s) attached hereto as Schedule "A".
If Condominium Property, legal description and details as described in Commercial Condominium Property Schedule (attached).

1.2 All Attached Goods (fixtures) except for: NONE

1.3 No Unattached Goods (specific chattels) except for:

NONE

1.4 Title to the Property shall be subject to any reservations and exceptions stated on the Certificate of Title, non-financial obligations now on file such as easements, utility rights-of-way, covenants and conditions normally found registered against property of this nature, and non-financial encumbrances that have been accepted by the Buyer (the "Permitted Encumbrances"). Unless otherwise agreed in writing, the Title shall be free and clear of all other liens, encumbrances, registrations and obligations except those implied by law.

The Buyer agrees to accept the following Permitted Encumbrances: _____

The Buyer agrees to accept the following tenancies (the "Accepted Tenancies"):

NONE

2. THE TRANSACTION

2.1 The Buyer and the Seller agree to act cooperatively, reasonably and in good faith.

2.2 The Buyer hereby offers to purchase the Property for the Purchase Price specified and allocated below:

\$ 230,000.00 Initial Deposit

\$ _____ Additional Deposit

\$ _____

\$ _____ New Financing

\$ _____ Seller Financing (as per attached Financing Schedule)

\$ _____ Other Value

\$ _____

\$ 2,070,000.00 Balance Owning

\$ 2,300,000.00 Purchase Price (plus GST, if applicable)

2.3 The Purchase Price does not include GST. In the event that GST is payable and the Buyer is not a GST registrant, then the Buyer shall remit the applicable GST to the Seller's lawyer on or before Completion Day.

2.4 Other than the Deposits, the Buyer shall pay the Purchase Price by lawyer's trust cheque, bank draft or other agreed value.

INITIALS
[Signature]

Buyer is registered for GST and will remit any GST payable directly to CRA

3. DEPOSITS

- 3.1 All Deposits shall be delivered in trust to D. C. & ASSOCIATES REALTY WITHIN 48 HOURS
Unless otherwise agreed in writing, the Initial Deposit shall accompany the offer. OF EXECUTION OF OFFER
- 3.2 The Initial Deposit shall be deposited no later than the third Business Day following the day that Final Signing occurred (as per clause 17.1) or the third Business Day following the receipt of the Initial Deposit, whichever is last.
- 3.3 Any Additional Deposits shall be delivered in trust as follows N/A
Additional Deposits shall be deposited no later than the third Business Day following the day the Additional Deposit is received.
- 3.4 In the event that either Deposit(s) are undelivered or returned by the financial institution as funds not cleared or non-sufficient funds, then the Buyer must replace the Deposit(s) by money order, bank draft or lawyer's trust cheque within two (2) Business Days of being notified that the Deposits did not clear. If the Buyer fails to provide the Deposit(s), the Seller may, at its discretion, terminate the Contract by notice in writing to the Buyer within two (2) Business Days.
- 3.5 Unless otherwise agreed in writing, no interest on the Deposits shall be paid to the Seller or the Buyer. N/A
- 3.6 The Deposits shall be held in trust for both the Seller and the Buyer and shall be:
(a) applied against the Commission and paid directly out of trust to the brokerage(s) when the Commission is earned in accordance with the terms of the Listing Contract or other commission agreement signed by the Seller;
(b) returned forthwith to the Buyer if this offer is not accepted and the cheque has not been deposited;
(c) refunded forthwith to the Buyer if this offer is not accepted and the Buyer's cheque has cleared the brokerage's trust account;
(d) refunded forthwith to the Buyer upon the Buyer's cheque clearing the brokerage's trust account if a condition is not satisfied or waived (as per Section 8) or the Seller fails to perform on this Contract; and
(e) forfeited to the Seller if this offer is accepted and all conditions are satisfied or waived and the Buyer fails to perform on this Contract.
- 3.7 The brokerage holding the Deposits is further directed and authorized to pay that portion of the Deposits exceeding the Commission in trust to the Seller's lawyer no later than two (2) Business Days prior to the Completion Day.
- 3.8 If there is a dispute between the Seller and the Buyer as to entitlement to the Deposits then:
(a) the brokerage holding the Deposits shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposits;
(b) If no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Contract in writing and shall pay the money into a lawyer's trust account;
(c) the parties agree to allow the lawyer and/or the brokerage to deduct from the Deposits a reasonable fee and costs incurred for dealing with the Deposits;
(d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the Deposits except as arising from the negligence of the brokerage or lawyer.
- 3.9 In the event that the brokerage holding the trust funds ceases to be licensed in real estate, the Buyer and the Seller agree to allow the trust funds to be transferred to the brokerage representing the other party.

4. CLOSING

- 4.1 Subject to compliance with the terms hereof, possession of the Property shall be available and given to the Buyer on or before 12 noon on the 28 DAYS AFTER COURT APPROVAL day of OR SUCH OTHER DATE AS THE COURT MAY ORDER
When the Buyer obtains possession, the Property will be in substantially the same condition as it was in when this Contract was accepted.
letter to Land Titles Office enclosing Order Approving Sale
- 4.2 All normal adjustments for the Property including but not limited to taxes, local improvement levy and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, mortgage principal and interest that are applicable with respect to the Property shall be adjusted as of 24:00 hours on the Completion Day. The Buyer shall assume all local improvements, assessments and charges against the Property as of that time. Statement of adjustments ("SOA") and Seller's form of GST certificate for Buyer ("GST Cert")
- 4.3 Closing documents shall:
(a) consist of the ~~transfer of land~~ (the "Transfer") in registrable form together with all applicable conveyancing documents normally expected in a commercial transaction of this nature;
(b) include estoppel certificates for each of the Accepted Tenancies (if applicable); and
(c) be prepared at the expense of the Seller and delivered to the Buyer's lawyer within a reasonable time to confirm registration prior to the Completion Day, except that Buyer's lawyer will prepare SOA at Buyer's expense and will confirm by obtaining
- 4.4 In the event the Seller fails to deliver the Transfer to the Buyer's lawyer within such reasonable time, then the Buyer shall not be obliged to pay interest on that portion of the cash to close attributable to the Buyer's own funds, excluding mortgages, provided that those funds are paid to Seller's lawyer in trust, until the Buyer has a reasonable time in which to register the Transfer.
- 4.5 The Seller's lawyer may use the Purchase Price to pay out all mortgages, condominium contributions, registrations and other financial obligations that are the Seller's obligation to pay or discharge. Within a reasonable period of time after the Completion Day, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title and an estoppel certificate evidencing the payment of all condominium contributions that are the Seller's obligation to pay. provide Seller's lawyer with copies.

will deliver same and the signed GST Cert to Seller's lawyer within 2 reasonable time prior to the Completion Date. Seller will not sign SOA.

- 4.6 All money due and owing to the Seller including GST, if applicable, shall be paid to the Seller's lawyer on or before the Completion Day. If the Seller agrees to accept payment after the Completion Day, the Buyer shall pay interest at a rate of 3% per annum above the prime rate set by the Alberta Treasury Branch on all monies owing to the Seller, from the Completion Day to and including the date that the monies owing have been unconditionally paid. Payment received after noon on any day will be payment as of the next Business Day.
- 4.7 If a new mortgage is a condition of this Contract, the Seller agrees to trust conditions that allow the Buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the Buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the Seller's lawyer until the Seller has been paid the total Purchase Price.
- 4.8 The Seller's lawyer has a right to prepare (at the expense of the Buyer) any mortgage or agreement for sale between the Seller and the Buyer.

5. INSURANCE

- 5.1 The risk of loss or damage to the Property will lie with the Seller until the Purchase Price is paid according to the terms of this Contract. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Seller represents and warrants to the Buyer that:
- (a) the current use of the Land and Buildings complies with the existing municipal land use bylaw;
 - (b) the Buildings and other Improvements on the Land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Land and do not encroach upon neighbouring lands, except where an encroachment agreement is registered on title, or in the case of an encroachment into municipal lands or a right-of-way, the municipality has endorsed encroachment approval directly on the real property report;
 - (c) the location of Buildings and other Improvements on the Land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Possession Date, or the Buildings and other Improvements on the Land are "non-conforming buildings" as that term is defined in the *Municipal Government Act* (Alberta);
 - (d) the current use of the Land and Buildings and the location of the Buildings and other Improvements on the Land comply with any restrictive covenant on title;
 - (e) to the best of the Seller's knowledge, there is no legal action outstanding with respect to the Property;
 - (f) the Seller is not in breach of any contract with respect to the Property;
 - (g) the Seller is not in breach of any obligation to any third party with respect to the Property;
 - (h) within the meaning of the *Income Tax Act* (Canada), the Seller is not now nor will be on the Completion Day a non-resident of Canada nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;
 - (i) \$_____ is the current monthly condominium contribution payable (fee for administrative and other expenses); and
 - (j) except as otherwise disclosed, the Seller is not aware of any defects that are not visible and that may render the Property dangerous or potentially dangerous to occupants or unfit for habitation.
- 6.2 All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Day, unless otherwise agreed in writing.
- 6.3 The Seller and the Buyer each acknowledge that, except as otherwise described in this Contract, there are no other warranties, representations or collateral agreements made by or with the other party, the Seller's brokerage and the Buyer's brokerage about the Property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and Buildings or the existence or non-existence of any environmental condition or problem.
- 6.4 The representations and warranties in this Contract may be enforced after the Completion Day, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).
- 6.5 The Buyer shall have the right to register a caveat against the title to the Property upon the acceptance of this offer by the Seller. Should the Buyer fail to perform this Contract, it agrees to forthwith discharge that caveat.

7. ADDITIONAL TERMS

- 7.1 All time periods, deadlines and dates in this Contract shall be strictly followed and enforced. All times will be Alberta time unless otherwise stated. *may not*
- 7.2 Neither the Buyer or the Seller shall assign its interest in the Property without the written approval of the other, such approval not to be unreasonably withheld. *in Action No. 090111866*
- 7.3 All changes of number and gender shall be made where required.
- 7.4 This Contract will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Court of Queen's Bench.
- 7.5 The following terms are a part of this Contract:

All terms and conditions of Addendum, which govern and supersede in any case of conflict.

CONDITIONS

8.1 The Buyer's Conditions are:

(a) Financing Condition

It is a condition precedent of this offer that the Buyer, as per clause 2.2, is able to place a new mortgage(s) upon terms acceptable to the Buyer. The Buyer shall have the opportunity to obtain such financing until
Before 5 p.m. on _____ (the Condition Day).

(b) Due Diligence Condition

(i) Within three (3) Business Days of the Final Signing of this Contract, as per clause 17.1, the Seller will provide to the Buyer true copies of all agreements/documents/materials that reasonably relate to the property and to the Buyer's Conditions and which are in the possession of the Seller or under its control (the "Documents"). The Documents will include: any Permitted Encumbrances; Accepted Tenancies; financial records and statements respecting the Property and any operating agreements that the Buyer is to assume; all engineering, mechanical, electrical, plumbing, roof, heating, ventilation, construction or similar reports, assessments, plans, drawing, specifications, relevant correspondence or work orders; environmental reports; and

(ii) The Buyer may also, at its expense, retain consultants to conduct searches and such inspections, reviews and tests and to produce such observations, reports or assessments regarding the Property as it deems necessary, and for these purposes the Buyer and its authorized representatives, acting reasonably, will have access to the Property after Final Signing and during normal business hours. The rights of the existing tenants must be respected and the Buyer will be responsible for all damages caused by its representatives. The Seller will provide the Buyer with such written authorizations and other assistance when reasonably required by the Buyer to facilitate its inspections, reviews or tests.

It is a condition precedent of this offer that the information be satisfactory to the Buyer.
Before 5 p.m. on _____ (the Condition Day).

The Buyer shall keep all information obtained in strict confidence and shall only make the information available to the Buyer's employees, agents and professional advisors in strict confidence and shall return all of the above materials including all copies to the Seller before any Deposits are released to the Buyer pursuant to this Contract.

(c) Condominium Documents Condition

This Contract is subject to the Buyer's Conditions regarding Condominium Documents as per attached Commercial Condominium Property Schedule.

Before 5 p.m. on _____ (the Condition Day). ☐ Yes ☐ No

(d) Additional Buyer's Conditions

Before 5 p.m. on _____ (the Condition Day).

8.2 The Seller's Conditions are:

Before 5 p.m. on _____ (the Condition Day).

8.3 Unless otherwise agreed in writing, the Buyer's Conditions are for the sole benefit of the Buyer and the Seller's Conditions are for the sole benefit of the Seller. The Buyer and Seller must use reasonable efforts to satisfy their respective Conditions.

8.4 The Buyer and the Seller may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Contract is ended immediately following that Condition Day and the Deposit(s) plus any earned interest will be returned to the Buyer and all agreements, documents, materials and written information exchanged between the parties will be returned to the Buyer and Seller respectively.

8.5 Subject to clause 8.3, the Buyer and the Seller may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Contract is ended upon the giving of that notice.

9. ATTACHED SCHEDULES

9.1 The following Schedules form part of this Contract and are attached:

- | | | |
|--|---|---|
| ☒ Schedule A (copy of Title) | ☐ Schedule B (other documents) | ☐ Financing Schedule |
| ☐ Commercial Condominium Property Schedule | ☐ Addendum | ☐ Seller Financing |
| ☐ Assumption of Mortgage/Agreement for Sale | ☐ Other Value | ☒ Other Schedules APPENDUM |

10. REMEDIES/DISPUTES

10.1 If the Seller or the Buyer fails or refuses to complete the Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposits and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

Alberta
Real Estate

FRANCIS 061016

1. SECURITY FOR PURCHASE BY ALTERNATION

1.1 The Buyer irrevocably and exclusively authorizes the Seller's brokerage, through its designated agent, to pay all costs and expenses in the Buyer's possession, and agrees to pay the same out of the proceeds of the transaction to the Seller's brokerage. *As Listing Contract.*

2. ADVISE

- 2.1 The Contract is intended to create binding legal obligations. The Seller and the Buyer should read the Contract carefully and be encouraged to obtain legal advice before signing.
- 2.2 The Contract may be signed and sent by fax and the procedure will be as effective as signing and delivering an original copy.
- 2.3 Unless there is a written agreement for alternate representation, the Seller's brokerage (including its broker, its associate brokers and associates) represents the Seller as Seller's Agent and does not have a fiduciary relationship with the Buyer, and the Buyer's brokerage (including its broker, its associate brokers and associates) represents the Buyer as Buyer's Agent and does not have a fiduciary relationship with the Seller.
- 2.4 The Buyer and Seller agree that the sale and other related information regarding this transaction may be received and disclosed by the brokerage prior to the date when it is required for filing and for recording, approval and disbursement purposes.

3. DEFINITIONS

- 3.1 **Business Day** means a day when the Land Title Office is open for business.
- 3.2 **Commission** means the sum owing from the Seller for services rendered under the Listing Contract plus GST.
- 3.3 **Listing Contract** means any written contract or commission agreement obligating the Seller to pay remuneration.
- 3.4 **Notice** means any notice referred to in the Contract and includes communication of the acceptance of an offer to purchase.
- 3.5 **Written agreement** means any written agreement made in the terms of this Contract that are agreed to by both the Seller and the Buyer, or a written agreement by letter or otherwise between the Seller or the Seller's broker and the Buyer or the Buyer's broker.

4. REPRESENTATIVE INFORMATION

- 4.1 As long as the Representative Information in 4.2 is completed, the specified Representatives are authorized to send and receive any notice on behalf of their respective clients.
- 4.2 For the purposes of giving and receiving any notice, the communication may be in writing and:
 - (a) delivered in person to the other party or its Representative, or
 - (b) delivered (or faxed) to an address (or to a number) specified below.
 Note: This Representative Information must be completed in full by the Buyer's Agent at the offer stage prior to the Contract being signed in order to permit communication to the Representatives.

Seller's Information:

Seller's Address: Suite 300, 141 Campbell Street
Toronto, Ontario M5R 3A5
 Phone: 416-966-0661

Seller's Representative:

DAVID CAMPBELL
 Brokerage Name: D.C. ASSOCIATES REALTY
 Address: 101-8 STREET S.E., Calgary
 Representative's Phone: 403-616-2033 403-592-2117

Buyer's Information:

Buyer's Address: _____
 Phone: _____

Buyer's Representative:

None, CUSTOMER STATUS
 Brokerage Name: _____
 Address: _____
 Representative's Phone: _____

15. OFFER

15.1 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

15.2 This offer/counter offer shall be open for acceptance in writing until 4:00 p.m. on June 24, 2016.

SIGNED AND DATED at Foothills, Alberta at 11 a.m. on June 21, 2016.

1026 7th AVE ALBERTA LTD.
Name of Buyer (print)

Per: [Signature]
Authorized Signing Officer(s)

NAT MEDDINK
Print Name of Authorized Signing Officer(s)

Witness [Signature]
Print Name of Witness

Samantha Gavin
Print Name of Witness

Per: _____
Authorized Signing Officer(s)

Witness _____
Print Name of Witness

Print Name of Authorized Signing Officer(s) _____
Print Name of Witness _____

Buyer's GST # 896809506 RT0001

PART B - ACCEPTANCE

16. ACCEPTANCE

16.1 The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract.

SIGNED AND DATED at Edmonton, Alberta at 2:00 p.m. on June 23, 2016.

Ramsden Investment Corporation
Name of Seller (print)

Per: [Signature]
Authorized Signing Officer(s)

MARY RAMSDEN
Print Name of Authorized Signing Officer(s)

Witness [Signature]
Print Name of Witness

Vince Berry
Print Name of Witness

Per: _____
Authorized Signing Officer(s)

Witness _____
Print Name of Witness

Print Name of Authorized Signing Officer(s) _____
Print Name of Witness _____

Seller's GST # _____

17. FINAL SIGNING

17.1 Final Signing of this Contract occurred at _____, m. on _____, 20____.
Initials of the person(s) who signed last _____

CONVEYANCING

Seller's Lawyer _____

Lawyer's Address _____

Lawyer's Phone _____ Fax _____ (postal code) _____

Buyer's Lawyer _____

Lawyer's Address _____

Lawyer's Phone _____ Fax _____ (postal code) _____

10

Schedule "A" to Real Estate Listing Contract,
2184429Apr05

The Property

Municipal Address:

10109, 10111, 10113, 10115, 10117, 10119
Manning Avenue, Fort McMurray, Alberta

Legal Description:

Plan 1268NY, Block I, Lots 4 - 8
Plan 2274NY, Block I, Lot 3A
Excepting thereout all mines and minerals

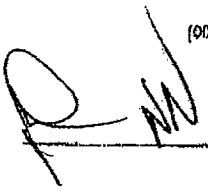
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ADDENDUM TO CONTRACT OF PURCHASE AND SALE

Notwithstanding anything in this Contract of Purchase and Sale to the contrary:

1. The Buyer, (referred to herein as the Purchaser) acknowledges that the Seller (referred to herein as the Vendor) has a charge on the Property (as defined in the main body of this Contract of Purchase and Sale) and is selling it pursuant to a Court Order.
2. This Contract of Purchase and Sale is subject to the following:
 - (a) the approval of the Court of Queens Bench of Alberta of the Judicial Centre of Calgary in Action No. 0901-11866;
 - (b) the rights, if any, of another person to redeem, or purchase the Vendor's security prior to closing of this transaction;
 - (c) the Vendor being restrained or enjoined from completing this sale by a Court of competent jurisdiction or the filing or registration of any document preventing the Vendor from giving good title to the Purchaser; and
 - (d) the Vendor being able to complete the sale pursuant to the Court Order.
3. In the event that:
 - (a) any person shall become entitled to redeem or assign the Vendor's security and does so prior to the completion of this transaction; or
 - (b) the Vendor is unable to complete the sale pursuant to the Court Order for any reason,then the Vendor shall have the right to terminate this Contract of Purchase and Sale and upon the Vendor giving written notice to the Purchaser that it is so doing, this Contract of Purchase and Sale shall be cancelled, without interest or deduction. Written notice shall be deemed to be validly given if received by the agent or solicitor or notary for the Purchaser.
4. The Vendor shall not be required to furnish any title documents and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.
5. The Purchaser acknowledges and agrees that there are no representations and/or warranties with respect to the fitness, condition (including environmental condition), zoning or lawful use of the Property and agrees to accept the Property in an "as is where is" condition and subject to any outstanding work orders or notices of infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including sub-division agreements and easements.
6. The Purchaser acknowledges that the Vendor is making no representations and/or warranties whatsoever with respect to the Property. The Purchaser acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of revenue.

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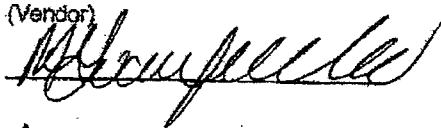


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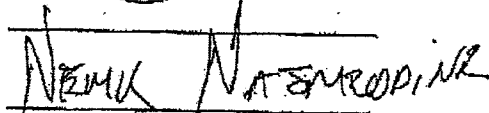
- 2 -

7. The Purchaser acknowledges that the fixtures and chattels presently on the premises are to be taken by the Purchaser at the Purchaser's own risk completely, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such fixtures and chattels. Without limitation, to the extent that the Vendor does not own any chattels, separate arrangements will have to be made by the Purchaser with any owner of any chattels in order for the Purchaser to take title to any chattels.
8. The Purchaser acknowledges that any information supplied to the Purchaser by the Vendor or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be wholly the responsibility of the Purchaser.
9. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile (or any other certification) for the Property under any Environmental legislation or regulations.
10. The Vendor shall provide the Purchaser with only those keys to the premises that are in its possession.
11. This offer will become public information prior to the Court approval date and competing Purchasers will have the ability to appear in Court with higher offers. The Purchaser will have the ability (subject to the Court's discretion) to compete with other bidders in a bid process established by the court and it is recommended that the Purchaser seek independent legal advice to advance its interests at the hearing.
12. The Purchaser acknowledges and agrees to provide the net sales proceeds to the Vendor by way of certified funds (bank draft or certified cheque).
13. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and, taken together, will constitute one and the same instrument.
14. The parties to this Agreement and their respective agents acknowledge and agree that the Vendor will not be responsible for paying any commission to a listing agent or any other realtor or agent if the Property is redeemed by any person such that the security is paid out prior to closing of this transaction, or if the Vendor is restrained or enjoined from completing this sale by a Court of competent jurisdiction, or if the filing or registration of any document prevents the Vendor from giving good title to the Purchaser, or if the Vendor is otherwise not able to complete the sale pursuant to the Court Order for any reason, or if the Vendor sells the Property to a company or other person related to the Vendor, or if the Vendor directly introduces the Purchaser to the Property.

(Vendor)



(Purchaser)



INITIAL
1

11. SECURITY FOR BROKERAGE REMUNERATION

11.1 The Seller does hereby irrevocably assign to the Seller's brokerage enough of the Purchase Price to pay all sums due and owing to the Seller's brokerage, and agree to pay any unpaid balance of the Commission to the Seller's brokerage. *Per Listing Contract.*

12. ADVICE

- 12.1 This Contract is intended to create binding legal obligations. The Seller and the Buyer should read this Contract carefully and are encouraged to obtain legal advice before signing.
- 12.2 This Contract may be signed and sent by fax and this procedure will be as effective as signing and delivering an original copy.
- 12.3 Unless there is a written agreement for alternate representation, the Seller's brokerage (including its broker, all associate brokers and associates) represents the Seller as Seller's Agent and does not have a fiduciary relationship with the Buyer, and the Buyer's brokerage (including its broker, all associate brokers and associates) represents the Buyer as Buyer's Agent and does not have a fiduciary relationship with the Seller.
- 12.4 The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the brokerage and/or its real estate board(s) as required for closing and for reporting, appraisal and statistical purposes.

13. DEFINITIONS

- 13.1 In this Contract:
 - (a) *Business Day* means a day when the Land Titles Office is open for business.
 - (b) *Commission* means the sum owing from the Seller for services rendered under the Listing Contract plus GST.
 - (c) *Listing Contract* means any written service or commission agreement obligating the Seller to pay remuneration.
 - (d) *Notice* means any notice referred to in this Contract and includes communication of the acceptance of an offer to purchase.
 - (e) *Unless otherwise agreed in writing* means either changes made to the terms of this Contract that are agreed to by both the Seller and the Buyer, or a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.

14. REPRESENTATIVES NOTICE

- 14.1 As long as the Representative Information in 14.2 is completed, the identified Representatives are authorized to send and receive any Notice on behalf of their respective clients.
- 14.2 For the purposes of giving and receiving any Notice, the communication must be in writing and
 - (a) delivered in person to the other party or its Representative, or
 - (b) delivered (or faxed) to an address (or fax number) specified below.

Note: The Representative Information must be completed in full by the Buyer's Agent at the offer stage prior to the Contract being signed in order to permit communication on the Representatives.

Seller's Information:

Seller's Address Suite 300, 162 CUMBERLAND STREET
TORONTO, ONTARIO M5R 3N5 (postal code)
 Phone _____ Fax 416-966-1161

Seller's Representative:

DAVID CAMPBELL
broker, associate broker or associate representative in the real estate
 Brokerage Name D.C. & ASSOCIATES REALTY
 Address 1101-8 STREET S.E., CALGARY
 Representative's Phone 403-616-2033 Representative's Fax 403-592-8117

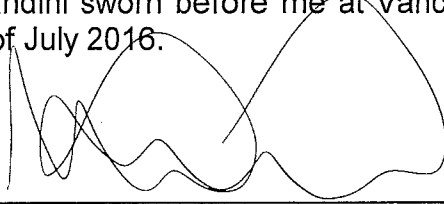
Buyer's Information:

Buyer's Address _____
 Phone _____ Fax _____ (postal code)

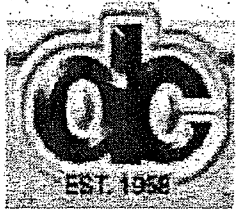
Buyer's Representative:

NONE, CUSTOMER STATUS
broker, associate broker or associate representative in the real estate
 Brokerage Name _____
 Address _____
 Representative's Phone _____ Representative's Fax _____

This is Exhibit "B" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 4th day of July 2016.

A handwritten signature in black ink, consisting of a series of loops and flourishes, positioned over the text of the affidavit.

A Commissioner for taking Affidavits within British Columbia



D.C. & ASSOCIATES REALTY

A DIVISION OF DARYL CAMPBELL REALTY LTD.

1101 8TH STREET S.E. CALGARY AB T2G 2Z6

PHONE (403) 228-4158 / FAX (403) 244-0226

June 24, 2016

Romspen Investment Corporation
 #300, 162 Cumberland Street
 Toronto, ON
 M5R 3N5
 Attention: Mary Gianfriddo, Managing Partner

RE: Action No. 0901-11866 of Judicial Centre Of Calgary Registry THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD. and others wherein Romspen Investment Corporation was granted an Order for Exclusive Conduct of Sale of the assets as the subject matter of the Listing Agreement

Dear Ms. Gianfriddo,

Respecting the above referenced court action and the listing agreement subsequently awarded to D.C. & Associates Realty, we are pleased to provide you with the following activity report. This report is specifically relating to the marketing and listing activity associated with this property from April 11, 2016 up to and including the date of this submission.

During the reporting period the following marketing activities have been undertaken;

- Purchased, designed and ordered sign to be placed in a prominent location on the property.
- Listed property on CLS/MLS Real Estate Board website and Realtor website including Realtor.ca general public access to Alberta listings
- Listed property on personal/corporate website, commercialrealtoryyc.com
- Designed and created online marketing campaign to directly email contacts in an attempt to drive developers/CEO's/Lenders/Non-board Realtors to webpage listing. The initial push to 229 direct email recipients included commercial Realtors, developers and local Fort McMurray realtors. Follow up general update contact was made with 842 potential buyers and real estate professionals
- Purchased 4 days of Globe and Mail newspaper advertisement and 3 weeks of online advertising relative to land developers with a direct link to the website.

- Purchased advertising in "Real Estate Executives", a Real Estate specific newsletter that targets industry members with news and updates regarding Developers. The newsletter targets Developers, Lenders and Realtors specializing in Commercial Real Estate. The Ad was the only Ad prominently featured on several pages with a direct link to my web page which features the subject property on the main page. This newsletter is delivered weekly to 7000 industry professionals (2000 Commercial Realtors/5000 Developers) who are **paid subscribers** to the service. (3 months purchased).
- Google Analytics Reports the following website visitor information; during the period from April 11th to June 24th, 2016 the site received 3,249 page views from 1,018 users over 1,348 sessions. New visitors represented 74.4% with visitors returning for another look representing 25.6% of all traffic.

Despite the tragic events which occurred in Fort McMurray as a result of wild fires we were able to maintain a reasonable amount of interest in the property. All feedback pointed to the property being overpriced, available for sale for several years and considerably higher than a comparable property just a few blocks away on the main road through the commercial district. One potential buyer, Sureway Construction, emailed correspondence to me stating that, given the amount of property coming to the market, the property was worth just 10% of the asking price (\$450,000). I informed the buyer that it was not in my mandate to argue or negotiate price but to bring offers to the court that reflected the markets opinion and as such I encourage all offers. They declined.

In addition to these activities we continue with new and follow-up contacts and will monitor the pulse and activity levels within the Fort McMurray market place. The offer that we have presented with this update is from a local business man who has an intended end use for the property. Regardless of the relatively significant amount of interest in the property there have been no further or potential offers presented to me throughout the listing period. Given the current economic, political and social state of affairs in the town of Fort McMurray and Alberta I respectfully support the acceptance of the offer at \$2,300,000.

I trust this report will meet with your approval. Should you require anything further I will be available at your convenience.

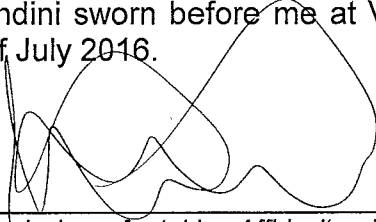
Sincerely,

D.C. & Associates Realty



David Campbell
Broker/Owner

This is Exhibit "C" referred to in the affidavit of L. Grillandini sworn before me at Vancouver this 4th day of July 2016.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A Commissioner for taking Affidavits within British Columbia



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0018 158 865 1268NY,1;4 072 475 437

LEGAL DESCRIPTION
PLAN 1268NY
BLOCK 1
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;89;6;RL

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 072 205 261

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
072 475 437	08/08/2007	TRANSFER OF LAND	\$687,610	\$687,610

OWNERS

FORT MCMONEY PROPERTIES II LTD.
OF 300, 808-4 AVENUE SW
CALGARY
ALBERTA T2P 3E8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 185 058	02/05/2008	MORTGAGE MORTGAGEE - OLYMPIA TRUST COMPANY. ATTENTION: CORPORATE TRUST DEPARTMENT 2300, 125-9 AVENUE SE CALGARY ALBERTA T2G0P6 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
092 037 727	04/02/2009	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 475 437

REGISTRATION

NUMBER

DATE (D/M/Y)

PARTICULARS

RE : AGREEMENT CHARGING LAND

CAVEATOR - NEXUS CAPITAL CORPORATION (ALBERTA) LTD.

208 COVE RD

CHESTERMERE

ALBERTA T1X1E5

AGENT - CAL G MCLAUCHLIN

092 332 025 16/09/2009 BUILDER'S LIEN
LIENOR - L ARCHITECT INC.
ATTN JAMES D MURPHY, C/O BURNET DUCKWORTH & PALMER
LLP
1400, 350 - 7TH AVENUE SW
CALGARY
ALBERTA T2P3N9
AGENT - MARIAN LIPTAK
AMOUNT: \$286,755

092 371 086 15/10/2009 BUILDER'S LIEN
LIENOR - REINBOLD ENGINEERING GROUP..
C/O H MARKHAM SILVER
300 255 17TH AVE S.W.
CALGARY
ALBERTA T2S2T8
AGENT - DOUG REINBOLD
AMOUNT: \$43,581

092 371 926 15/10/2009 BUILDER'S LIEN
LIENOR - CSM ENGINEERING LTD.
C/O THORNE & THORNE
200, 9914 MORRISON STREET
FORT MCMURRAY
ALBERTA T9H4A4
AGENT - CLIFF MARON
AMOUNT: \$62,895

102 081 013 11/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092371926
BUILDER'S LIEN ACT

102 084 388 15/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092332025

102 299 351 25/08/2010 ORDER
IN FAVOUR OF - ERNST & YOUNG INC.
ERNST & YOUNG TOWER
1000, 440 2ND AVENUE SW
CALGARY
ALBERTA T2P5E9
AGAINST - FORT MCMONEY PROPERTIES IT LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

072 475 437

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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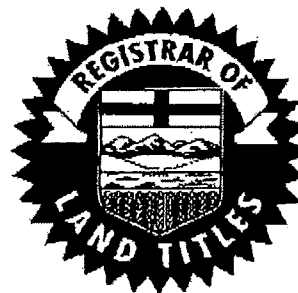
AGAINST - FORT MCMONEY PROPERTIES LTD.
RECEIVERSHIP ORDER - RESTRICTED

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF JUNE,
2016 AT 09:32 A.M.

ORDER NUMBER: 30912155

CUSTOMER FILE NUMBER: 066439/695



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
0011 303 062 1268NY;1;5 072 475 438

LEGAL DESCRIPTION
PLAN 1268NY
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;89;6;RL

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 982 348 013

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
072 475 438	08/08/2007	TRANSFER OF LAND	\$687,610	\$687,610

OWNERS

FORT MCMONEY PROPERTIES II LTD.
OF 300, 808-4 AVENUE SW
CALGARY
ALBERTA T2P 3E8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 185 058	02/05/2008	MORTGAGE MORTGAGEE - OLYMPIA TRUST COMPANY. ATTENTION: CORPORATE TRUST DEPARTMENT 2300, 125-9 AVENUE SE CALGARY ALBERTA T2G0P6 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
092 037 727	04/02/2009	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 475 438

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : AGREEMENT CHARGING LAND
CAVEATOR - NEXUS CAPITAL CORPORATION (ALBERTA) LTD.
208 COVE RD
CHESTERMERE
ALBERTA T1X1E5
AGENT - CAL G MCLAUCHLIN

092 331 773 16/09/2009 BUILDER'S LIEN
LIENOR - L ARCHITECT INC.
C/O BURNET DUCKWORTH & PALMER
ATTN: JAMES D MURPHY
1400, 350-7 AVE SW
CALGARY
ALBERTA T2P3N9
AGENT - MARIAN LIPTAK
AMOUNT: \$286,755

092 371 087 15/10/2009 BUILDER'S LIEN
LIENOR - REINBOLD ENGINEERING GROUP.
C/O H MARKHAM SILVER
300 255 17TH AVE S.W.
CALGARY
ALBERTA T2S2T8
AGENT - DOUG REINBOLD
AMOUNT: \$43,581

092 371 927 15/10/2009 BUILDER'S LIEN
LIENOR - CSM ENGINEERING LTD.
C/O THORNE & THORNE
200, 9914 MORRISON STREET
FORT MCMURRAY
ALBERTA T9H4A4
AGENT - CLIFF MARON
AMOUNT: \$62,895

102 081 007 11/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092371927
BUILDER'S LIEN ACT

102 084 388 15/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092331773

102 299 351 25/08/2010 ORDER
IN FAVOUR OF - ERNST & YOUNG INC.
ERNST & YOUNG TOWER
1000, 440 2ND AVENUE SW
CALGARY
ALBERTA T2P5E9
AGAINST - FORT MCMONEY PROPERTIES II LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

072 475 438

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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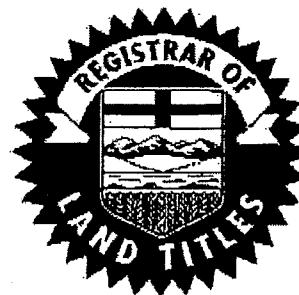
AGAINST - FORT MCMONEY PROPERTIES LTD.
RECEIVERSHIP ORDER - RESTRICTED

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF JUNE,
2016 AT 09:32 A.M.

ORDER NUMBER: 30912163

CUSTOMER FILE NUMBER: 066439/695



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

0010 093 409

1268NY;1;6

072 475 439

LEGAL DESCRIPTION

PLAN 1268NY

BLOCK 1

LOT 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;9;89;6;RL

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 032 269 401

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
072 475 439	08/08/2007	TRANSFER OF LAND	\$800,000	\$800,000

OWNERS

FORT MCMONEY PROPERTIES II LTD.
OF 300, 808-4 AVENUE SW
CALGARY
ALBERTA T2P 3E8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 185 058	02/05/2008	MORTGAGE MORTGAGEE - OLYMPIA TRUST COMPANY. ATTENTION: CORPORATE TRUST DEPARTMENT 2300, 125-9 AVENUE SE CALGARY ALBERTA T2G0P6 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
092 037 727	04/02/2009	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 475 439

REGISTRATION

NUMBER

DATE (D/M/Y)

PARTICULARS

RE : AGREEMENT CHARGING LAND

CAVEATOR - NEXUS CAPITAL CORPORATION (ALBERTA) LTD.

208 COVE RD

CHESTERMERE

ALBERTA T1X1E5

AGENT - CAL G MCLAUCHLIN

092 331 944 16/09/2009 BUILDER'S LIEN
LIENOR - L ARCHITECT INC.
C/O BURNET DUCKWORTH & PALMER LLP
ATTN: JAMES D MURPHY
1400, 350 - 7TH AVENUE SW
CALGARY
ALBERTA T2P3N9
AGENT - MARIAN LIPTAK
AMOUNT: \$286,755

092 371 088 15/10/2009 BUILDER'S LIEN
LIENOR - REINBOLD ENGINEERING GROUP..
C/O H MARKHAM SILVER
300 255 17TH AVE S.W.
CALGARY
ALBERTA T2S2T8
AGENT - DOUG REINBOLD
AMOUNT: \$43,581

092 371 928 15/10/2009 BUILDER'S LIEN
LIENOR - CSM ENGINEERING LTD.
C/O THORNE & THORNE
200, 9914 MORRISON STREET
FORT MCMURRAY
ALBERTA T9H4A4
AGENT - CLIFF MARON
AMOUNT: \$62,895

102 080 996 11/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092371928
BUILDER'S LIEN ACT

102 084 388 15/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092331944

102 299 351 25/08/2010 ORDER
IN FAVOUR OF - ERNST & YOUNG INC.
ERNST & YOUNG TOWER
1000, 440 2ND AVENUE SW
CALGARY
ALBERTA T2P5E9
AGAINST - FORT MCMONEY PROPERTIES II LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

072 475 439

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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AGAINST - FORT MCMONEY PROPERTIES LTD.
RECEIVERSHIP ORDER - RESTRICTED

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF JUNE,
2016 AT 09:33 A.M.

ORDER NUMBER: 30912169

CUSTOMER FILE NUMBER: 066439/695



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
0017 926 544 1268NY;1;7 072 475 440

LEGAL DESCRIPTION
PLAN 1268NY
BLOCK 1
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;89;6;RL

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 072 254 820 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
072 475 440	08/08/2007	TRANSFER OF LAND	\$900,000	\$900,000

OWNERS

FORT MCMONEY PROPERTIES II LTD.
OF 300, 808-4 AVENUE SW
CALGARY
ALBERTA T2P 3E8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 185 058	02/05/2008	MORTGAGE MORTGAGEE - OLYMPIA TRUST COMPANY. ATTENTION: CORPORATE TRUST DEPARTMENT 2300, 125-9 AVENUE SE CALGARY ALBERTA T2G0P6 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
092 037 727	04/02/2009	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 475 440

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : AGREEMENT CHARGING LAND

CAVEATOR - NEXUS CAPITAL CORPORATION (ALBERTA) LTD.

208 COVE RD

CHESTERMERE

ALBERTA T1X1E5

AGENT - CAL G MCLAUCHLIN

092 331 797 16/09/2009 BUILDER'S LIEN

LIENOR - L ARCHITECT INC.

C/O BURNET DUCKWORTH & PALMER

ATTN: JAMES D MURPHY

1400, 350-7 AVE SW

CALGARY

ALBERTA T2P3N9

AGENT - MARIAN LIPTAK

AMOUNT: \$286,755

092 371 089 15/10/2009 BUILDER'S LIEN

LIENOR - REINBOLD ENGINEERING GROUP..

C/O H MARKHAM SILVER

300 255 17TH AVE S.W.

CALGARY

ALBERTA T2S2T8

AGENT - DOUG REINBOLD

AMOUNT: \$43,581

092 371 929 15/10/2009 BUILDER'S LIEN

LIENOR - CSM ENGINEERING LTD.

C/O THORNE & THORNE

200, 9914 MORRISON STREET

FORT MCMURRAY

ALBERTA T9H4A4

AGENT - CLIFF MARON

AMOUNT: \$62,895

102 080 990 11/03/2010 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 092371929

BUILDER'S LIEN ACT

102 084 388 15/03/2010 CERTIFICATE OF LIS PENDENS

AFFECTS INSTRUMENT: 092331797

102 299 351 25/08/2010 ORDER

IN FAVOUR OF - ERNST & YOUNG INC.

ERNST & YOUNG TOWER

1000, 440 2ND AVENUE SW

CALGARY

ALBERTA T2P5E9

AGAINST - FORT MCMONEY PROPERTIES II LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

072 475 440

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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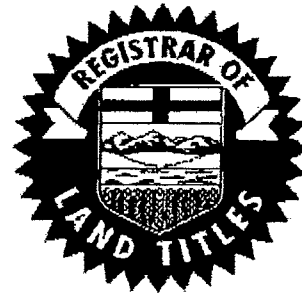
AGAINST - FORT MCMONEY PROPERTIES LTD.
RECEIVERSHIP ORDER - RESTRICTED

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF JUNE,
2016 AT 09:33 A.M.

ORDER NUMBER: 30912176

CUSTOMER FILE NUMBER: 066439/695



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
0010 295 690 1268NY;1;8 072 475 441

LEGAL DESCRIPTION
PLAN 1268NY
BLOCK 1
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;89;6;RL

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 072 254 820

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
072 475 441	08/08/2007	TRANSFER OF LAND	\$900,000	\$900,000

OWNERS

FORT MCMONEY PROPERTIES II LTD.
OF 300, 808-4 AVENUE SW
CALGARY
ALBERTA T2P 3E8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
082 185 058	02/05/2008	MORTGAGE MORTGAGEE - OLYMPIA TRUST COMPANY. ATTENTION: CORPORATE TRUST DEPARTMENT 2300, 125-9 AVENUE SE CALGARY ALBERTA T2G0P6 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
092 037 727	04/02/2009	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 475 441

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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RE : AGREEMENT CHARGING LAND
CAVEATOR - NEXUS CAPITAL CORPORATION (ALBERTA) LTD.
208 COVE RD
CHESTERMERE
ALBERTA T1X1E5
AGENT - CAL G MCLAUCHLIN

092 331 405 16/09/2009 BUILDER'S LIEN
LIENOR - L ARCHITECT INC,
ATTN JAMES D MURPHY, C/O BURNET DUCKWORTH & PALMER
LLP
1400, 350 - 7TH AVENUE SW
CALGARY
ALBERTA T2P3N9
AGENT - MARIAN LIPTAK
AMOUNT: \$286,755

092 371 090 15/10/2009 BUILDER'S LIEN
LIENOR - REINBOLD ENGINEERING GROUP..
C/O H MARKHAM SILVER
300 255 17TH AVE S.W.
CALGARY
ALBERTA T2S2T6
AGENT - DOUG REINBOLD
AMOUNT: \$43,581

092 371 930 15/10/2009 BUILDER'S LIEN
LIENOR - CSM ENGINEERING LTD.
C/O THORNE & THORNE
200, 9914 MORRISON STREET
FORT MCMURRAY
ALBERTA T9H4A4
AGENT - CLIFF MARON
AMOUNT: \$62,895

102 080 912 11/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092371930

102 084 388 15/03/2010 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 092331405

102 299 351 25/08/2010 ORDER
IN FAVOUR OF - ERNST & YOUNG INC.
ERNST & YOUNG TOWER
1000, 440 2ND AVENUE SW
CALGARY
ALBERTA T2P5E9
AGAINST - FORT MCMONEY PROPERTIES II LTD.
AGAINST - FORT MCMONEY PROPERTIES LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

072 475 441

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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RECEIVERSHIP ORDER - RESTRICTED

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF JUNE,
2016 AT 09:33 A.M.

ORDER NUMBER: 30912181

CUSTOMER FILE NUMBER: 066439/695



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 147 511 2274NX;1;3A 072 475 442

LEGAL DESCRIPTION
PLAN 2274NX
BLOCK 1
LOT 3A.
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;89;6;RL

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 042 342 929

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
072 475 442	08/08/2007	TRANSFER OF LAND	\$800,000	\$800,000

OWNERS

FORT MCMONEY PROPERTIES II LTD.
OF 300, 808-4 AVENUE SW
CALGARY
ALBERTA T2P 3E8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 185 058	02/05/2008	MORTGAGE MORTGAGEE - OLYMPIA TRUST COMPANY. ATTENTION: CORPORATE TRUST DEPARTMENT 2300, 125-9 AVENUE SE CALGARY ALBERTA T2G0P6 ORIGINAL PRINCIPAL AMOUNT: \$6,500,000
092 037 727	04/02/2009	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 475 442

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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RE : AGREEMENT CHARGING LAND
 CAVEATOR - NEXUS CAPITAL CORPORATION (ALBERTA) LTD.
 208 COVE RD
 CHESTERMERE
 ALBERTA T1X1E5
 AGENT - CAL G MCLAUCHLIN

092 331 421 16/09/2009 BUILDER'S LIEN
 LIENOR - I ARCHITECT INC.
 C/O BURNET DUCKWORTH & PALMER
 ATTN: JAMES D MURPHY
 1400, 350-7 AVE SW
 CALGARY
 ALBERTA T2P3N9
 AGENT - MARIAN LIPTAK
 AMOUNT: \$286,755

092 371 056 15/10/2009 BUILDER'S LIEN
 LIENOR - REINHOLD ENGINEERING GROUP..
 C/O H MARKHAM SILVER
 300 255 17TH AVE S.W.
 CALGARY
 ALBERTA T2S2T8
 AGENT - DOUG REINHOLD
 AMOUNT: \$43,581

092 371 931 15/10/2009 BUILDER'S LIEN
 LIENOR - CSM ENGINEERING LTD..
 C/O THORNE & THORNE
 200, 9914 MORRISON STREET
 FORT MCMURRAY
 ALBERTA T9H4A4
 AGENT - CLIFF MARON
 AMOUNT: \$62,895

102 081 003 11/03/2010 CERTIFICATE OF LIS PENDENS
 AFFECTS INSTRUMENT: 092371931
 BUILDER'S LIEN ACT

102 084 388 15/03/2010 CERTIFICATE OF LIS PENDENS
 AFFECTS INSTRUMENT: 092331421

102 299 351 25/08/2010 ORDER
 IN FAVOUR OF - ERNST & YOUNG INC.
 ERNST & YOUNG TOWER
 1000, 440 2ND AVENUE SW
 CALGARY
 ALBERTA T2P5E9
 AGAINST - FORT MCMONEY PROPERTIES II LTD.

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

072 475 442

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS

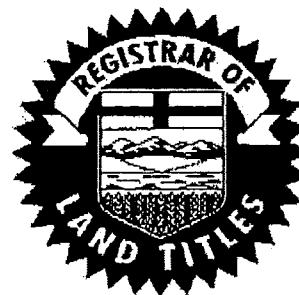
AGAINST - FORT MCMONEY PROPERTIES LTD.
RECEIVERSHIP ORDER - RESTRICTED

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF JUNE,
2016 AT 09:35 A.M.

ORDER NUMBER: 30912219

CUSTOMER FILE NUMBER: 066439/695



END OF CERTIFICATE

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