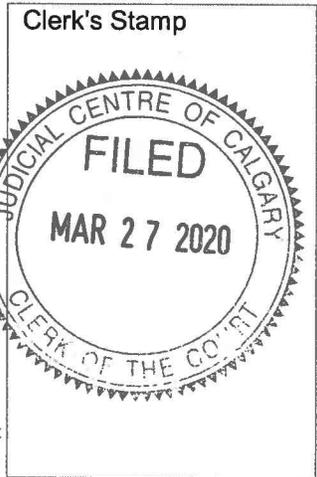


COURT FILE NUMBER 1901-18029
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF AN APPLICATION
UNDER SECTION 47(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT
RSC 1985, c B-3

AND IN THE MATTER OF AN APPLICATION
UNDER SECTION 13(2) OF THE
JUDICATURE ACT, RSA 2000, c J-2

PLAINTIFF SUN LIFE ASSURANCE COMPANY OF
CANADA, AND THOSE OTHER
APPLICANTS SET OUT IN THE ATTACHED
SCHEDULE "A.1"

RESPONDENTS SUNDANCE PLACE II LTD., SUNDANCE
PLACE II 1000 LIMITED PARTNERSHIP by
its general partner SUNDANCE PLACE II
LTD., AND THOSE OTHER RESPONDENTS
SET OUT IN THE ATTACHED SCHEDULE
"A.2"

DOCUMENT

**ANCILLARY VESTING ORDER
(British Columbia)**

I hereby certify this to be a true copy of
the original Order
dated this 17 day of March 2020.

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Dentons LLP
Floor 15, 855 – 2nd Street SW
Calgary, AB

AMG
for Clerk of the Court

Attention: David Mann and Sam Gabor
Tel: (403) 268-7097 / (403) 268-3048
Fax: (403) 268-3100
Email: David.Mann@dentons.com / Sam.Gabor@dentons.com

File Ref.: 529227-18

DATE ON WHICH ORDER WAS PRONOUNCED: March 27, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice K.M. Horner

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., LIT, in its capacity as the Court-appointed receiver and manager (the "Receiver") of certain of the undertakings, property and assets of Duncan Retail Capital Corp. and Duncan Retail Limited Partnership (collectively, the "British Columbia

Debtors) for an order approving the sale transaction (the **“Transaction”**) contemplated by an agreement of purchase and sale (as amended, restated, supplemented or modified from time to time, the **“Sale Agreement”**) between the Receiver, 10727938 Canada Inc. (the **“British Columbia Purchaser”**), 9827838 Canada Inc., 10108014 Canada Inc., 10460010 Canada Inc. and 9741631 Canada Inc. (together with the British Columbia Purchaser, the **“Purchasers”**) dated March 23, 2020 and appended to the Fourth Report of the Receiver dated March 24, 2020 (the **“Fourth Report”**), and vesting in the British Columbia Purchaser all of the Receiver’s right, title and interest, and all legal and beneficial right title and interest, in and to the British Columbia Subject Assets (as defined below);

AND UPON HAVING READ the Amended and Restated Receivership Order dated February 19, 2020 (as amended on March 3, 2020, the **“Receivership Order”**), the Fourth Report, the First Supplement of the Fourth Report dated March 26, 2020 and the Affidavit of Service of Michelle Schop sworn March 26, 2020; **AND UPON HEARING** the submissions of counsel for the Receiver, the British Columbia Purchaser, the British Columbia Debtors, counsel for the Applicants (as defined on Schedule “A”), no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service, filed;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

2. For the purposes of the Department of Indian Affairs and Northern Development (the **“Department”**) and the Surrendered and Designated Lands Register maintained in the Department in accordance with section 55(1) of the *Indian Act* (Canada) (the **“Designated Lands Register”**), those parties on the service list and counsel to the British Columbia Purchaser have been duly served.

TRANSACTION MATTERS

3. The Receiver is hereby authorized and directed to take such steps and execute such documents as may be necessary or desirable for completion of the Transaction and conveyance of the British Columbia Subject Assets to the British Columbia Purchaser or its designee.

VESTING OF PROPERTY

4. Upon delivery of a Receiver's certificate to the British Columbia Purchaser substantially in the form set out in Schedule "B" hereto (the "**Receiver's British Columbia Closing Certificate**"), all of the Receiver's right, title and interest, and all of the legal and beneficial right, title and interest, in and to the ground leases described in Schedule "C" hereto and all other property described in Schedule "C" hereto (the Ground Leases and the other property described in Schedule "C" hereto collectively referred to as the "**British Columbia Subject Assets**") shall vest absolutely in the name of the British Columbia Purchaser or its designee, free and clear of and from any and all encumbrances, caveats, security interests (whether contractual, statutory or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory or otherwise), conditional sale contracts, builders' liens, equitable or beneficial interests (including any co-ownership interests), reservations of ownership, royalties, options (including rights of first refusal, rights of first offer, purchase options and similar rights (including under any co-owners' agreements)), 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 Receivership Order;
- (b) any encumbrances or charges created by the IRO (as defined in the Receivership Order);
- (c) any encumbrances or charges created by the CCAA Initial Order in respect of the British Columbia Debtors and their affiliates dated December 10, 2019 under Court file no. 1901-17453 (the "**CCAA Proceedings**");
- (d) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (British Columbia) or any other personal property registry system other than the Permitted Encumbrances (as defined below), including for greater certainty the personal property security registrations set out on Schedule "D";

- (e) any liens or claims of lien under the *Builders' Lien Act* (British Columbia); and
- (f) those Claims listed in Schedule "E" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, mortgages, security interests, caveats, interests, easements, and restrictive covenants listed in Schedule "F" (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the British Columbia Subject Assets are hereby expunged, discharged and terminated as against the British Columbia Subject Assets. For greater certainty, neither the foregoing nor any other term of this Order shall expunge, discharge, terminate or otherwise impair (i) the Permitted Encumbrances, (ii) any personal covenants or obligations of any of the British Columbia Debtors in favour of Mortgagees (as defined in the Sale Agreement) of the British Columbia Subject Assets, or (iii) any personal covenants or obligations of any person who granted guarantees, indemnities or covenants in favour of such Mortgagees in respect of such obligations of the British Columbia Debtors.

5. Upon delivery of the Receiver's British Columbia Closing Certificate (the date and time of such delivery being the **Effective Time**"), and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to in paragraph 6 below (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's British Columbia 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 British Columbia Purchaser or its designee clear title to the British Columbia Subject Assets subject only to Permitted Encumbrances.

6. Without limiting the foregoing paragraph 5:

- (a) upon presentation for registration in the Designated Lands Register, the Department is hereby directed to register this Order and to make a notation in the remarks section of each of the Ground Lease registrations regarding this Order, and, upon receipt of a registrable Consent to Assignment of Lease for each applicable Ground Lease, to register such consent and to make a notation in the remarks section of the applicable Ground Lease

registration that the applicable Ground Lease has been assigned to the British Columbia Purchaser or its designee, together with all buildings and other structures, facilities and improvements located on the lands described in Schedule "G" hereto (the "**Lands**") and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto. The Department is further authorized and directed to notate on parcel abstracts of the Lands within the Designated Lands Register, of any of the Encumbrances listed on Schedule "E" hereto as having been discharged, released and extinguished by virtue of this Order; and

- (b) the Registrar of the British Columbia Personal Property Registry (the "**PPR Registrar**") shall and is hereby directed to forthwith cancel and discharge any registrations at the British Columbia 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 British Columbia Debtors in any of the British Columbia Subject Assets which are of a kind prescribed by applicable regulations as serial-number goods.

7. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver's British Columbia 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 British Columbia Subject Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

8. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the British Columbia Subject Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.

9. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the British Columbia Subject Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the British Columbia Subject Assets from and after delivery of the Receiver's British Columbia 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 British Columbia Subject Assets and may be asserted against the net proceeds from sale of the British Columbia Subject Assets with the same priority as they had with respect to the British Columbia Subject Assets immediately prior to the sale, as if the British Columbia Subject 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. The Receiver is authorized and directed to pay or cause the payment of the Mortgage Payout Amounts to the applicable Mortgagees (as each such term is defined in the Sale Agreement) and for greater certainty, such Mortgage Payout Amounts shall include all amounts required to be paid in accordance with the Mortgagee Term Sheets (as defined in the Sale Agreement), on the Closing Date in accordance with the Sale Agreement and the Mortgagee Term Sheets. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any other distributions to creditors of net proceeds from sale of the British Columbia Subject Assets without further order of this Court.

11. Upon completion of the Transaction with respect to the British Columbia Subject Assets, the British Columbia Debtors, the TPMT Co-Owners (as defined in the Sale Agreement) and all persons who claim by, through or under the British Columbia Debtors or the TPMT Co-Owners in respect of the British Columbia Subject Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the British Columbia Subject 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 (whether legal or beneficial), royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the British Columbia Subject Assets, and to the extent that any such persons or entities remain in the possession or control of any of the British Columbia Subject Assets, or any artifacts, certificates, instruments or other

indicia of title representing or evidencing any right, title, estate, or interest in and to the British Columbia Subject Assets, they shall forthwith deliver possession thereof to the British Columbia Purchaser. For greater certainty, no such Claims shall be brought against the British Columbia Purchaser or its designee, if any.

12. The British Columbia Purchaser and its designee shall be entitled to enter into and upon, hold and enjoy the British Columbia Subject Assets for its own use and benefit without any interference of or by the British Columbia Debtors, or any person claiming by, through or against the British Columbia Debtors or the TPMT Co-Owners.

13. Immediately upon closing of the Transaction with respect to the British Columbia Subject Assets, holders of Permitted Encumbrances in respect of such British Columbia Subject Assets shall have no claim whatsoever against the Receiver.

14. The Receiver is directed to file with the Court a copy of the Receiver's British Columbia Closing Certificate forthwith after delivery thereof to the British Columbia Purchaser.

WAIVER OF DEFAULTS

15. From and after the Effective Time, each applicable Mortgagee shall be deemed to have waived any and all defaults of the British Columbia Debtors then existing or previously committed by the British Columbia Debtors, including non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any mortgage or security documentation evidencing the Assumed Indebtedness (as defined in the Sale Agreement), and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any such mortgage or security documentation shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall excuse or be deemed to excuse the British Columbia Purchaser or its designee from performing its obligations under such mortgage and security documentation from and after the Effective Time; provided that, for the avoidance of doubt, nothing herein shall waive or limit the obligation of the British Columbia Purchaser to pay to any Mortgagee any and all past due principal and interest outstanding at the Effective Time under any applicable Mortgage.

MISCELLANEOUS MATTERS

16. 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 any of the British Columbia Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any of the British Columbia Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the British Columbia Subject Assets in the British Columbia Purchaser or its designee pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of British Columbia Debtors and shall not be void or voidable by creditors of the British Columbia Debtors, 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.

17. The Receiver, the British Columbia Purchaser 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.

18. 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order

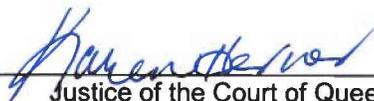
and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

19. 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; provided that for any retail and commercial tenants served with notice of the application for this Order, such retail and commercial tenants shall be deemed to have been duly served by providing them with a letter directing them to a copy of this Order posted on the Receiver's website set forth below;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the British Columbia Purchaser or the British Columbia Purchaser's solicitors; and
- (b) Posting a copy of this Order on the Receiver's website at:
www.alvarezandmarsal.com/strategicgroup;

and service on any other person is hereby dispensed with.

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



Justice of the Court of Queen's Bench of Alberta

Schedule "A"

SCHEDULE "A.1" - THE APPLICANTS	SCHEDULE "A.2" – THE RESPONDENTS
ACM Advisors Ltd.	<ul style="list-style-type: none"> • Sundance Place II Ltd. and Sundance Place II 1000 Limited Partnership by its general partner Sundance Place II Ltd.
ATB Financial	<ul style="list-style-type: none"> • Bonavista Square Ltd. and Bonavista Square Limited Partnership by its general partner Bonavista Square Ltd. • Stony Plain Capital Corp. and Stony Plain Limited Partnership by its general partner, Stony Plain Capital Corp. • Airdrie Gateway Block 3 Capital Corp. and Airdrie Gateway Block 3 Limited Partnership by its general partner, Airdrie Gateway Block 3 Capital Corp.
Bank of Montreal	<ul style="list-style-type: none"> • Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp. • Avenida Village Ltd. and Avenida Village Limited Partnership by its general partner Avenida Village Ltd. • One Six Capital Corp. and One Six Limited Partnership by its general partner One Six Capital Corp.
Business Development Bank of Canada	<ul style="list-style-type: none"> • 411 Capital Corp., 411 Ltd. and 411 Limited Partnership by its general partner 411 Ltd.
Canada ICI Capital Corporation	<ul style="list-style-type: none"> • 1112-1124 Capital Corp. and 1112-1124 Limited Partnership by its general partner 1112-1124 Capital Corp. • 808 Capital Corp. and 808 Limited Partnership by its general partner 808 Capital Corp. • Airdrie Gateway Block 2 Capital Corp. and Airdrie Gateway Block 2 Limited Partnership by its general partner Airdrie Gateway Block 2 Capital Corp. • Bonavista Square Ltd. and Bonavista Square Limited Partnership by its general partner Bonavista Square Ltd. • Deerfoot 17 Corp. and Deerfoot 17 Limited Partnership by its general partner Deerfoot 17 Corp.

	<ul style="list-style-type: none"> • Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner, Macleod Place Ltd. • Mayfield Capital Corp. and Mayfield Limited Partnership by its general partner Mayfield Capital Corp. • Torode Strategic 1129 GP Ltd. and Torode Strategic Limited Partnership by its general partner Torode Strategic 1129 GP Ltd. • Shelbourne Place Ltd. and Shelbourne Place Limited Partnership by its general partner Shelbourne Place Ltd. • Stella Place Capital Corp. and Stella Place Limited Partnership by its general partner Stella Place Capital Corp. • Sundance Place II Ltd., Sundance Place II 3000 Limited Partnership by its general partner Sundance Place II Ltd. and Sundance Place II 4000 Limited Partnership by its general partner Sundance Place II Ltd. • Sundance Place Ltd. and Sundance Place Limited Partnership by its general partner Sundance Place Ltd. • Sundance Place II 2000 Limited Partnership by its general partner Sundance Place II Ltd. and Sundance Place II 5000 Limited Partnership by its general partner Sundance Place II Ltd. • Sunpark Place Ltd. and Sunpark Place Limited Partnership by its general partner Sunpark Place Ltd.
Canadian Imperial Bank of Commerce	<ul style="list-style-type: none"> • Centro 2102 Capital Corp. and Centro 2102 Limited Partnership by its general partner Centro 2102 Capital Corp.
Canadian Western Bank	<ul style="list-style-type: none"> • 534 Capital Corp. and 534 Limited Partnership by its general partner 534 Capital Corp. • Glenmore Commerce Court Capital Corp. and Glenmore Commerce Court Limited Partnership by its general partner Glenmore Commerce Court Capital Corp. • Macleod Place Holding Corp., Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner, Macleod Place Ltd.

	<p>Partnership by its general partner Macleod Place Ltd.</p> <ul style="list-style-type: none"> • Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its general partner Parkwood/Eastgate Capital Corp. • Petro Fina Capital Corp. and Petro Fina Building Limited Partnership by its general partner Petro Fina Building Limited Partnership • Strategic Centre Ltd. and Strategic Centre Limited Partnership by its general partner Strategic Centre Ltd.
Centurion Mortgage Capital Corporation	<ul style="list-style-type: none"> • Stony Plain Capital Corp. and Stony Plain Limited Partnership by its general partner Stony Plain Capital Corp.
CIBC Mortgages Inc.	<ul style="list-style-type: none"> • Place 9-6 Ltd. and Place 9-6 Limited Partnership by its general partner Place 9-6 Ltd.
CMLS Financial Ltd.	<ul style="list-style-type: none"> • Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp.
Computershare Trust Company of Canada	<ul style="list-style-type: none"> • Airways Business Plaza Capital Corp. and Airways Business Plaza Limited Partnership by its general partner Airways Business Plaza Capital Corp. • Centre 1000 Capital Corp. and Centre 1000 Limited Partnership by its general partner Centre 1000 Capital Corp. • Deerfoot Court (2011) Capital Corp. and Deerfoot Court (2011) Limited Partnership by its general partner Deerfoot Court (2011) Capital Corp. • 550 Capital Corp. and 550 Limited Partnership by its general partner 550 Capital Corp.; and • 1445122 Alberta Ltd. in the description the description of the Airways Property e.g. 1445122 Alberta Ltd. and Airways Business Plaza Limited Partnership by its general partner Airways Business Plaza Capital Corp.

Connect First Credit Union Ltd. as the successor in interest to First Calgary Savings & Credit Union Ltd. and First Calgary Financial Credit Union Limited.	<ul style="list-style-type: none"> • Willow Park Capital Corp. and Willow Park Limited Partnership by its general partner Willow Park Capital Corp. • Wesley Church Building Inc. and Wesley Church Building Limited Partnership by its general partner Wesley Church Building Inc. • Paramount Building Ltd. and Paramount Building Limited Partnership by its general partner Paramount Building Ltd.
Equitable Life Insurance Company of Canada	<ul style="list-style-type: none"> • 1220 Kensington Road Corp.
Fiera Properties Debt Strategies Ltd.	<ul style="list-style-type: none"> • Center Street GP Ltd. and Center Street Limited Partnership by its general partner Center Street GP Ltd.
Industrial Alliance Insurance and Financial Services	<ul style="list-style-type: none"> • Inglewood 9th Avenue GP Ltd. and Inglewood 9th Avenue Limited Partnership by its general partner Inglewood 9th Avenue GP Ltd.
Institutional Mortgage Capital Canada Inc.	<ul style="list-style-type: none"> • 744 (2011) Capital Corp. and 744(2011) Limited Partnership by its general partner 744 (2011) Capital Corp.
MCAP Financial Corporation	<ul style="list-style-type: none"> • 926 Capital Corp. and 926 Limited Partnership by its general partner 926 Capital Corp. • Parallel Centre Ltd. and Parallel Centre Limited Partnership by its general partner Parallel Centre Ltd. • Centre Eleven Capital Corp. and Centre Eleven Limited Partnership by its general partner Centre Eleven Capital Corp.
Royal Bank of Canada	<ul style="list-style-type: none"> • 20/20 Capital Corp. and 20/20 Limited Partnership by its general partner 20/20 Capital Corp. • Petro West Ltd. and Petro West Limited Partnership by its general partner Petro West Ltd.
SBI Canada Bank	<ul style="list-style-type: none"> • Blackfoot Centre Ltd. and Blackfoot Centre Limited Partnership by its general partner Blackfoot Centre Ltd.
Servus Credit Union	<ul style="list-style-type: none"> • Pegasus Business Park Limited Partnership and Pegasus Business Park Ltd.
Sun Life Assurance Company of Canada	<ul style="list-style-type: none"> • Sundance Place II Ltd. and Sundance Place II 1000 Limited Partnership by its general partner Sundance Place II Ltd.

Terrapin Mortgage Corporation	<ul style="list-style-type: none"> • Aura Capital Corp. and Aura Limited Partnership by its general partner Aura Capital Corp. • Mayfield Capital Corp. and Mayfield Limited Partnership by its general partner Mayfield Capital Corp.
Vancity Community Investment Bank	<ul style="list-style-type: none"> • First Street Plaza GP Ltd. and First Street Plaza (2006) Limited Partnership by its general partner First Street Plaza GP Ltd. • Louise Block Capital Corp. and Louise Block Limited Partnership by its general partner Louise Block Capital Corp. • Macleod Place Ltd. and Macleod Place Limited Partnership by its general partner Macleod Place Ltd. • Mission Centre Inc. and Mission Centre Limited Partnership by its general partner Mission Centre Inc. • Sundance Place II Ltd. and Sundance Place II 6000 Limited Partnership by its general partner Sundance Place II Ltd.

Schedule "B"

FORM OF RECEIVER'S BRITISH COLUMBIA CLOSING CERTIFICATE

COURT FILE NUMBER	1901-18029
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
	IN THE MATTER OF AN APPLICATION UNDER SECTION 47(1) OF <i>THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3</i>
	AND IN THE MATTER OF AN APPLICATION UNDER SECTION 13(2) OF <i>THE JUDICATURE ACT, RSA 2000, c J-2</i>
PLAINTIFF	SUN LIFE ASSURANCE COMPANY OF CANADA, AND THOSE OTHER APPLICANTS SET OUT IN THE ATTACHED SCHEDULE "A.1"
RESPONDENTS	SUNDANCE PLACE II LTD., SUNDANCE PLACE II 1000 LIMITED PARTNERSHIP by its general partner SUNDANCE PLACE II LTD., AND THOSE OTHER RESPONDENTS SET OUT IN THE ATTACHED SCHEDULE "A.2"
DOCUMENT	RECEIVER'S BRITISH COLUMBIA CLOSING CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons LLP Floor 15, 855 – 2 nd Street SW Calgary, AB
	Attention: David Mann and Sam Gabor Tel: (403) 268-7097 / (403) 268-3048 Fax: (403) 268-3100 Email: David.Mann@dentons.com / Sam.Gabor@dentons.com
	File Ref.: 529227-18

Clerk's Stamp

RECITALS

- A. Pursuant to the Amended and Restated Receivership Order (Expanded Powers) of the Honourable Justice K.M. Horner of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**") dated February 19, 2020 (as amended on March 3, 2020), Alvarez & Marsal Canada Inc., LIT was appointed as the receiver and manager (the "**Receiver**") of certain of the undertakings,

property and assets of Duncan Retail Capital Corp. and Duncan Retail Limited Partnership (collectively, the “**British Columbia Debtors**”).

- B. Pursuant to an Order of the Court dated [●], 2020 (the “**Approval and Vesting Order**”) the Court approved the agreement of purchase and sale made as of March 23, 2020 (the “**Sale Agreement**”) between the Receiver and 10727938 Canada Inc. (the “**British Columbia Purchaser**”), 9827838 Canada Inc., 10108014 Canada Inc., 10460010 Canada Inc. and 9741631 Canada Inc. (together with the British Columbia Purchaser, the “**Purchasers**”) and provided for the vesting in the British Columbia Purchaser or its designee of the Receiver’s right, title and interest, and all legal and beneficial right, title and interest, in and to the British Columbia Subject Assets (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the British Columbia Subject Assets upon the delivery by the Receiver to the British Columbia Purchaser of this Certificate.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

[Remainder of Page Intentionally Left Blank]

THE RECEIVER CERTIFIES the following:

1. The Purchasers have paid and the Receiver has received the Purchase Price for the British Columbia Subject Assets payable on the Closing Date pursuant to the Sale Agreement;
2. All Mortgages to be assigned to/assumed by the Purchasers pursuant to the Sale Agreement and the Mortgagee Term Sheets with respect to the British Columbia Subject Assets have been duly assigned;
3. The conditions to Closing as set out in sections 7.1, 7.2 and 7.3 of the Sale Agreement with respect to the British Columbia Subject Assets have been satisfied or waived by the Receiver and the Purchasers, as applicable;
4. The Ground Leases Landlord has approved the vesting and assignment of the Ground Leases in the British Columbia Purchaser or its designee; and
5. The Transaction has been completed to the satisfaction of the Receiver.
6. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

Alvarez & Marsal Canada Inc., in its capacity as Receiver of the certain of undertakings, property and assets of Duncan Retail Capital Corp. and Duncan Retail Limited Partnership, and not in its personal capacity.

Per; _____

Name:

Title:

Schedule "C"

DESCRIPTION OF THE GROUND LEASES AND OTHER BRITISH COLUMBIA SUBJECT ASSETS

Terms used but not defined herein shall have the meanings set forth in the Sale Agreement.

Duncan Mall Ground Lease

1. Head Lease dated December 28, 1973 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. X20802.
2. Amending Agreement dated August 8, 1974 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. X25137.
3. Modification of Lease dated June 14, 1984 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. 98387.
4. Amendment of Lease dated March 11, 1992 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. 138304.
5. Modification of Lease dated May 2, 2006 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. 356186.
6. Modification of Lease dated May 2, 2006 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. 337124.
7. Assignment Consent Agreement dated April 16, 2008 between Her Majesty the Queen in Right of Canada, as landlord, Duncan Mall Ltd., as tenant, and Duncan City Centre Limited Partnership, as assignee, registered in the Indian Lands Registry under No. 356110.
8. Letter dated April 7, 2008 from Indian and Northern Affairs Canada, registered in the Indian Lands Registry under No. 355813.
9. Waiver Letter dated January 30, 2009 from the Department of Indian Affairs and Northern Development registered in the Indian Lands Registry under No. 362450.
10. Assignment Consent Agreement dated December 14, 2018 between Her Majesty the Queen in Right of Canada, as landlord, Duncan Retail Limited Partnership, as lessee, and 10727938 Canada Inc., as assignee, registered in the Indian Lands Registry under No. 611144.

Duncan Plaza Ground Lease

1. Lease dated November 16, 1990 (but effective August 1, 1990) between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. 138200.
2. Letter dated August 11, 2000 from the Department of Indian Affairs and Northern Development registered in the Indian Lands Registry under No. 282969.

3. Letters dated September 7, 2005 and September 19, 2005 from the Department of Indian Affairs and Northern Development registered in the Indian Lands Registry under No. 331514.
4. Assignment Consent Agreement effective January 4, 2008 between Her Majesty the Queen in Right of Canada, as landlord, Duncan Mall Ltd., as tenant, and Duncan City Centre Limited Partnership, as assignee, registered in the Indian Lands Registry under No. 356112.
5. Modification of Lease dated July 21, 2009 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan City Centre Limited Partnership, as tenant, registered in the Indian Lands Registry under No. 366631.
6. Letter dated September 17, 2010 from Indian and Northern Affairs Canada, registered in the Indian Lands Registry under No. 375510.
7. Assignment Consent Agreement effective May 27, 2015 between Her Majesty the Queen in Right of Canada, as landlord, Duncan City Centre Limited Partnership, as tenant, and Duncan Retail Limited Partnership, as assignee, registered in the Indian Lands Registry under No. 6085817.
8. Letter dated January 8, 2015 from Indian and Northern Affairs Canada, registered in the Indian Lands Registry under No. 6090444

Duncan Superstore Ground Lease

1. Head Lease effective January 16, 1994 between Her Majesty the Queen in Right of Canada, as landlord, and Duncan Mall Ltd., as tenant, registered in the Indian Lands Registry under No. 218955.
2. Assignment Consent Agreement effective January 4, 2008 between Her Majesty the Queen in Right of Canada, as landlord, Duncan Mall Ltd., as tenant, and Duncan City Centre Limited Partnership, as assignee, registered in the Indian Lands Registry under No. 356111.
3. Assignment Consent Agreement effective June 17, 2015 between Her Majesty the Queen in Right of Canada, as landlord, Duncan City Centre Limited Partnership, as lessee, and Duncan Retail Limited Partnership, as assignee, registered in the Indian Lands Registry under No. 6085805.
4. Letter dated June 4, 2015 from Indian and Northern Affairs Canada, registered in the Indian Lands Registry under No. 6087238.
5. Assignment Consent Agreement dated December 14, 2018 between Her Majesty the Queen in Right of Canada, as landlord, Retail Limited Partnership, as assignee, and 10727938 Canada Inc., as assignee, registered in the Indian Lands Registry under No. 6111144.
6. Letter dated September 19, 2019 from Indian and Northern Affairs Canada, registered in the Indian Lands Registry under No. 6116878.

Duncan Village Ground Lease

1. Head Lease dated February 24, 1969 between Her Majesty the Queen in Right of Canada, as landlord, and Village Green Hotel Ltd. (predecessor of Village Green Inns Ltd.), as tenant, registered in the Indian Lands Registry under No. 15525
2. Modification Agreement dated July 12, 1977 between Her Majesty the Queen in Right of Canada, as landlord, and Village Green Inns Ltd., as tenant, registered in the Indian Lands Registry under No. 57511.

3. Modification Agreement dated December 27, 1978 between Her Majesty the Queen in Right of Canada, as landlord, and Village Green Inns Ltd., as tenant, registered in the Indian Lands Registry under No. 67017.
4. Modification and Extension of Lease dated April 20, 1987 between Her Majesty the Queen in Right of Canada, as landlord, and Village Green Inns Ltd., as tenant, registered in the Indian Lands Registry under No. 112233.
5. Assignment Consent Agreement dated September 30, 2002 between Her Majesty the Queen in Right of Canada, as landlord, Village Green Inns Ltd., as tenant, and Super 8 Centre Inc., as assignee, and registered in the Indian Lands Registry under No. 322128
6. Band Council Resolution dated September 1, 2007 with respect to establishing the amount payable as Base Rent, and registered in the Indian Land Registry under NO. 345560.
7. Assignment Consent Agreement dated April 30, 2008 between Her Majesty the Queen in Right of Canada, as landlord, Super 8 Centre Inc., as tenant, and Village Green Holdings #2 Ltd., as assignee, and registered in the Indian Lands Registry under No. 358093.
8. Modification and Extension of Lease Agreement dated October 23, 2008 between Her Majesty the Queen in Right of Canada, as landlord, and Village Green Holdings #2 Ltd., as tenant, and registered in the Indian Lands Registry under No. 360084.
9. Modification of Lease dated July 16, 2009 between Her Majesty the Queen in Right of Canada, as landlord, and Village Green Holdings #2 Ltd., as tenant, and registered in the Indian Lands Registry under No. 368447.
10. Assignment Consent Agreement dated April 30, 2008 between Her Majesty the Queen in Right of Canada, as landlord, Super 8 Centre Inc., as tenant, and Village Green Holdings #2 Ltd., as assignee, and registered in the Indian Lands Registry under No. 358093.

The following other British Columbia Subject Assets relating to the foregoing Ground Leases:

- all Cash and Cash Equivalents;
- the Accounts Receivable;
- the Leases;
- the Licences and Permits;
- the Warranties;
- the Assumed Contracts;
- the Property Plans;
- the Other Property;
- the Chattels;
- the Intellectual Property; and
- the Records.

Schedule "D"

PPSA REGISTRATIONS TO BE DISCHARGED

Nil.

Schedule "E"

CLAIMS TO BE EXPUNGED

Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC

Parcel 1: PIN 902001707 – Lot 251, CLSR 59018

Parcel 2: PIN 902005387 – LOT 252, CLSR 59018

Parcel 3: PIN 902528251 – LOT 639, CLSR 95603

Parcel 4: PIN 902001924 – LOT 9-2, CLSR 52724

Parcel 5: PIN 902001711 – LOT 9-1, CLSR 52724

Parcel 6: PIN 902001729, PARCEL B, LOT 10, CLSR 5124

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	None.			

Schedule "F"

PERMITTED ENCUMBRANCES

General Permitted Encumbrances

Defined terms set out below shall have the meanings set forth in the Sale Agreement.

- (a) The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.
- (b) Subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with Governmental Authorities or private or public utilities affecting the development or use of any Co-Owned Property that do not materially impair the current use, operation or marketability of a Co-Owned Property and that are registered on title to any of the Co-Owned Properties on or prior to the date that is ten (10) Business Days prior to the Execution Date.
- (c) Any easements, servitudes, or rights-of-way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner that do not materially impair the current use, operation or marketability of a Co-Owned Property and that are registered on title to any of the Co-Owned Properties on or prior to the date that is ten (10) Business Days prior to the Execution Date.
- (d) Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities to any Co-Owned Property.
- (e) Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable Law.
- (f) Encumbrances for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the applicable Co-Owned Property that have accrued but are not yet due and owing.
- (g) Minor encroachments by the applicable Co-Owned Property over neighbouring lands and/or permitted under agreements with neighbouring landowners and minor encroachments over the applicable Co-Owned Property by improvements of neighbouring landowners and/or permitted under agreements with neighbouring landowners that do not materially impair the current use, operation or marketability of a Co-Owned Property.
- (h) The provisions of all applicable Laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the applicable Co-Owned Property.
- (i) Any minor title defects, irregularities, easements, encroachments, rights-of-way or other discrepancies in title or possession relating to the applicable Co-Owned Property which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description.

- (j) Permits, licenses, agreements, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described above in this Schedule) in each case that do not materially impair the current use, operation or marketability of a Co-Owned Property and that are registered on title to any of the Co-Owned Properties on or prior to the date that is ten (10) Business Days prior to the Execution Date.
- (k) All Leases, registrations and notices, with respect to the Leases, including any exclusivity provisions, restrictive covenants and other rights contained therein, and leasehold mortgages, hypothecs or security interests relating to any Tenant secured by such Tenant's interest in its Lease or leased premises
- (l) All Encumbrances securing the Assumed Indebtedness.

Specific Permitted Encumbrances

The following *Personal Property Security Act* (Alberta) registrations against the British Columbia Debtors:

Registration Number	Registration Date	Debtor	Secured Party	Registration Type
15112016729 (as amended by registration number 18081019324)	Nov 20, 2015	Duncan Retail Limited Partnership Duncan Retail Capital Corp. 10727938 Canada Inc.	Industrial Alliance Insurance and Financial Services Inc.	PPSA Security Agreement
17092017994	September 20, 2017	Duncan Retail Limited Partnership Duncan Retail Capital Corp.	Canada ICI Capital Corporation	PPSA Security Agreement

The following *Personal Property Security Act* (British Columbia) registrations against the British Columbia Debtors:

Registration Number	Registration Date	Debtor	Secured Party	Registration Type
965249I, as amended by 947424K	Nov 20, 2015	Duncan Retail Limited Partnership Duncan Retail Capital Corp.	Industrial Alliance Insurance and Financial Services Inc.	PPSA Security Agreement

		10727938 Canada Inc.		
206998L	Dec 12, 2018	Duncan Retail Limited Partnership Duncan Retail Capital Corp.	Canada ICI Capital Corporation	PPSA Security Agreement
207072L	Dec 12, 2018	Duncan Retail Limited Partnership Duncan Retail Capital Corp. 10727938 Canada Inc.	Canada ICI Capital Corporation	PPSA Security Agreement

Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC

Parcel

1:

PIN 902001707 – Lot 251, CLSR 59018

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	17515	March 16, 1970	Surrender	
	X23446	April 11, 1974 Expired: November 5, 1973	Sub-Lease	
	X20802	August 1, 1974 Vested by: #6089551	Lease	
	X23440	April 11, 1974 Expired: January 31, 1994	Agreement	
	X23447	1974/04/11 Expired; May 6, 1974	Caveat	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	X24593	July 16, 1974 Expired: April 30, 1994	Sub-Lease	
	37758	December 20, 1974 Expired: April 30, 1984	Sub-Lease	
	X24587	July 15, 1974	Relinquishment	
	37759	December 20, 1974 Expired: December 31, 1984	Sub-Lease	
	X24832	August 16, 1974 Expired: March 31, 2004	Sub-Lease	
	X24720	1974/08/07 Expired: February 29, 1993	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	X24721	1974/08/07	Assignment	
	X24732	August 8, 1993	Assignment	
	X24733	August 8, 1974	Caveat	
	X25137	October 8, 1974	Addendum	
	43943	November 21, 1975 Expired: February 9, 1993	Mortgage	
	50756	January 31, 1977 Expired: May 31, 1980	Sub-Lease	
	98387	October 5, 1984	Addendum	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	100201	February 7, 1985 Expired: February 19, 1993	Addendum	
	133732	April 30, 1991 Expired: March 31, 2004	Addendum	
	138305	March 24, 1992 Expired: February 26, 2006	Debenture	
	138306	March 24, 1992 Expired: February 26, 2006	Assignment	
	211509	February 19, 1993 Expired: January 18, 2006	Notice	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	138304	March 24, 1992	Addendum	
	138307	March 24, 1992 Expired: January 31, 1994	Assignment	
	211512	February 19, 1993	Discharge	
	222710	June 28, 1994 Expires: March 31, 2004	Addendum	
	304966	December 19, 2002	Cancellation	
	334892	February 6, 2006	Discharge	
	337124	May 9, 2006	Modification of Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	355813	April 28, 2008	Letter	
	356186	May 14, 2008	Modification of Lease	
	356110	May 8, 2008	Assignment	
	356340	May 23, 2008 Expired: October 21, 2021	Mortgage	
	356595	June 6, 2008 Expired September 21, 2009	Mortgage	
	6115917	August 27 2019	Sub-Lease	
	362450	March 23, 2009	Waiver	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	362448	March 23, 2009	Easement	
	362449	March 23, 2009	Easement	
	365692	July 30, 2009	Sub-Lease	
	365350	July 20, 2009	Agreement	
	363812	May 20, 2009	Easement	
	6115912	2019/08/27	Sub-Lease	
	364297	2009/06/03	Modification	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	366369	2009/08/27	Agreement	
	366849	2009/09/21	Discharge	
	367917	2009/11/16	Modification	
	6055976	2011/05/05	Mortgage	
	6115923	2019/08/27	Sub-Lease	
	6115920	2019/08/27	Sub-Lease	
	6055977	2011/05/05	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6055934	2011/05/06 Expired by 608955	Agreement	
	6058181	2011/10/21	Discharge	
	6059106	2011/09/13	Sub-Lease	
	6063871	2012/03/30 Expired: August 10, 2012	Modification	
	6063853	2012/03/30 Discharged by: 606638	Bank Assignment	
	6065357	2012/06/26	Mortgage	
	6115684	2019/08/19	Sub-Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6066388	2012/08/10	Discharge	
	6072532	2013/06/03	Sub-Lease	
	6072680	2013/06/07 Expired by 6089551	Assignment	
	6073024	2013/06/28 Expired by July 23, 2014	Certificate of Lis Pendens	
	6089551	2015/11/20	Court Order	
	6085782	2015/05/28	Consent	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6090123	2015/12/30	Mortgage	
	6115579	2019/08/27	Sub-Lease	
	6102277	2017/09/20	Mortgage	
	6103852	2017/12/04	Amendment	
	6111684	2019/04/15	Assignment	
	6115690	August 19, 2019	Modification	
	6111687	January 24, 2019	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6111143	2018/12/17	Consent	
	6111144	2018/12/17	Consent	
	6112679	2019/03/26	Discharge	

Parcel
PIN 902005387 – LOT 252, CLSR 59018

2:

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	218955	1994/02/17	Lease	
	219648	1994/03/22 Expired: 2005/02/28	Sub-Lease	
	301107	2002/07/29 Expired: 2005/10/31	Sub-Lease	
	301109	2002/07/29	Amendment	
	356111	2008/05/08	Assignment	
	356340	2008/05/23	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	356595	2008/06/06	Mortgage	
	366849	2009/09/21	Discharge	
	367917	2009/11/16	Modification	
	6055976	2011/05/05	Mortgage	
	6055977	2011/05/05	Mortgage	
	6055934	2011/05/06 Expires: 2014/07/23	Agreement	
	6058181	2011/10/21	Discharge	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6063871	2012/03/30	Modification	
	6063853	2012/03/30	Bank Assignment	
	6062926	2012/04/10	Sub-Lease	
	6066388	2012/08/10	Discharge	
	6072680 Expired by 6089551	2013/06/07	Assignment	
	6073024 Expired by: 6089551	2013/06/28	Certificate of Lis Pendens	
	6075764 Expires: 2014/07/03	2013/11/18	Notice	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6089551	2015/11/20	Court Order	
	6084013	2015/01/29	Release	
	6087238	2015/07/14	Letter	
	6085805	2015/06/17	Assignment	
	6090124	2015/12/30	Mortgage	
	6102277	2017/09/20	Mortgage	
	6103852	2017/12/04	Amendment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6111684	2019/04/15	Assignment	
	6111687	2019/01/24	Mortgage	
	6111143	2018/12/17	Consent	
	6111144	2018/12/17	Consent	
	6112678	2019/03/26	Discharge	
	6116878	2019/10/11	Letter	

Parcel
PIN 902528251 – LOT 639, CLSR 95603

3:

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	15525	December 18, 1969 Expires: February 24, 2057 Vested off by #6089551	Lease	
	15526	December 18, 1969 Expired: December 31, 2028	Lease	
	114458	1987/11/05 Expired: July 23, 2014	Assignment	
	57511	1978/04/20	Agreement	
	67018	1979/12/12	Agreement	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	67017	1979/12/12	Agreement	
	112233	1987/05/27	Addendum	
	133457	1991/04/11	Debenture	
	135589	1991/09/20	Addendum	
	227869	1994/11/25 Expired: 2013/12/31	Sub-Lease	
	322128	2004/11/01	Assignment	
	309676	2003/07/03	Agreement	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	316478	2004/03/18	Discharge	
	330349	2005/08/19	Agreement	
	345560	2007/02/08	BCR	
	358093	2008/08/29	Assignment	
	6115726	2019/08/21	Sub-Lease	
	359684	2008/11/10	Modification	
	359827	2008/11/18	Modification	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	360084	2008/12/01	Modification of Lease	
	362288	2009/03/13	Modification	
	362448	2009/03/23	Easement	
	362449	2009/03/23	Easement	
	364253	2009/06/01	Agreement	
	364254	2009/06/01 Expired: July 23, 2014	Mortgage	
	364255	2009/06/01	Agreement	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	364256	2009/06/01 Expired by 6089551/July 23, 2014	Mortgage	
	364257	2009/06/01 Expired: July 23, 2014	Assignment of Rents	
	364289	2009/06/03 Expired: July 23, 2014	Assignment of Rents	
	365345	2009/07/20	Sub-Lease	
	364297	2009/06/03	Modification	
	*****	2009/12/03	Survey Plan	
	365704	2009/07/30	Sub-Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	365706	2009/07/30	Sub-Lease	
	365701	2009/07/30	Sub-Lease	
	365705	2009/07/30	Sub-Lease	
	366448	2009/08/31	Agreement	
	368447	2009/12/03	Modification of Lease	
	372256	2010/06/28	Sub-Lease	
	369038	2010/01/08	Amendment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	369073	2010/01/11	Sub-Lease	
	6055830	2011/05/02	Sub-Lease	
	6055833	2011/05/02	Sub-Lease	
	6056346	2011/05/24	Agreement	
	6055834	2011/05/02	Sub-Lease	
	6056347	2011/05/24	Agreement	
	6055819	2011/05/02 Expired: February 29, 2012	Sub-Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6062261	2012/01/16	Sub-Lease	
	6059809	2011/10/13	Sub-Lease	
	6063323	2012/03/09	Cancellation	
	6063436	2012/03/13	Modification	
	6074377	2013/09/13 Expired: July 23, 2014	Notice	
	6075764	2013/11/18 Expired: July 23, 2014	Notice	
	6115727	2019/08/21	Modification	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6089551	2015/11/20	Court Order	
	6115730	2019/08/21	Modification	
	6085285	2015/04/28	Release	
	6085826	2015/05/27	Consent	
	6089893	2015/12/11	Mortgage	
	6089894	2015/12/11	Consent	
	6101778	2017/08/28	Sub-Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6099417	2017/04/28	Modification	
	6102277	2017/09/20	Mortgage	
	6103852	2017/12/04	Amendment	
	6111684	2019/04/15	Assignment	
	6111144	2018/12/17	Consent	
	6115910	2019/08/27	Modification	

Parcel
PIN 902001924 – LOT 9-2, CLSR 52724

4:

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	27931	1972/07/19	BCR	
	17515	1970/03/16	Surrender	
	9695-328	1971/12/10 Expired: 1990/08/01	Lease	
	27936	1972/07/19	Admin Memo	
	X13806	1972/12/06 Discharged by 56541	Mortgage	
	X24938	1974/09/03 Expired: 1992/05/31	Sub-Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	X15236	1973/04/13	Agreement	
	X20472	1973/12/20	Addendum	
	X20802	1974/01/08	Lease	
	X21222	1974/01/16 Discharged by 41945	Mortgage	
	X24585	1974/07/15	Assignment	
	41946	1975/08/06	Mortgage	
	41945	1975/08/06	Discharge	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	X25137	1974/10/08	Addendum	
	65125	1977/06/26	Addendum	
	*****	no date	Survey Plan	
	56437	1978/01/19 Discharged by 211512 & 138303	Agreement	
	56438	1978/01/19 Discharged by 138303	Mortgage	
	56541	1978/02/06	Discharge	
	98387	1984/10/05	Addendum	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	100202	1985/02/07 Discharged by 211512	Agreement	
	138200	1992/03/12	Lease	
	138305	1992/03/24 Discharged by 334892	Debenture	
	138306	1992/03/24 Expired: February 10, 1992	Assignment	
	211509	1993/02/19 Expired: 2006/01/18	Notice	
	138303	1992/03/24	Discharge	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	138307	1992/03/24	Assignment	
	211512	1993/02/19	Discharge	
	282969	2000/08/22	Letter	
	329677	2005/07/20	Deed	
	331514	2005/10/06	Letter	
	6115692	2019/08/19	Sub-Lease	
	334892	2006/02/06	Discharge	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	356112	2008/05/08	Assignment	
	356186	2008/05/14	Modification of Lease	
	356595	2008/06/06	Mortgage	
	362450	2009/03/23	Waiver	
	362448	2009/03/23	Easement	
	6115709	2019/08/20	Sub-Lease	
	365350	2009/07/20	Agreement	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	363812	2009/05/20	Easement	
	366369	2009/08/27	Agreement	
	366631	2009/09/09	Modification of Lease	
	366849	2009/09/21	Discharge	
	367917	2009/11/16 Expired: 2011/04/08	Modification	
	6055976	2011/05/05	Mortgage	
	375510	2010/11/12	Letter	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6055977	2011/05/05 Expired: 2014/07/23	Mortgage	
	6055934	2011/05/06	Agreement	
	6063871	2012/03/30	Modification	
	6063853	2012/03/30	Bank Assignment	
	6066388	2012/08/10	Discharge	
	6115689	2019/08/19	Sub-Lease	
	6072680 Expired by 6089551	2013/06/07	Assignment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6073024 Expired by July 23, 2014	2013/06/28	Certificate of Lis Pendens	
	6115712	2019/08/20	Sub-Lease	
	6089551	2015/11/20	Court Order	
	6085817	2015/05/27	Assignment	
	6089893	2015/12/11	Mortgage	
	6089895	2015/12/11	Consent	
	6090444	2016/01/19	Letter	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6115694	2019/08/20	Sub-Lease	
	6115693	2019/08/19	Sub-Lease	
	6102277	2017/09/20	Mortgage	
	6115695	2019/08/19	Sub-Lease	
	6103852	2017/12/04	Amendment	
	6111684	2019/04/15	Assignment	
	6111144	2018/12/17	Consent	

Parcel
PIN 902001711 – LOT 9-1, CLSR 52724

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	27930	1972/07/19	BCR	
	27941	1972/07/19	Admin Transfer	
	14914	1969/11/06 Expired 1984/10/31	Lease	
	28059	1972/08/02	OCPC	
	17515	1970/03/16	Surrender	
	17515	1970/03/16	Surrender	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	1660	1968/05/16 Expired: 1969/10/31	Lease	
	14773	1969/11/05	Addendum	
	17059	1970/02/13 Expired: 1972/05/25	Lease	
	X11459	1972/05/30	Assignment	
	25031	1971/09/14 Expired: 1973/12/07	Lease	
	9695-328	1971/12/10 Expired: 1990/08/01	Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	X13652	1972/11/22	Relinquishment	
	X13806	1972/12/06 Discharged by 56541	Mortgage	
	X24938	1974/09/03 Expired: 1992/05/31	Sub-Lease	
	X20473	1973/12/20	Relinquishment	
	X20802	1974/01/08	Lease	
	X21222	1974/01/16 Discharged by 41945	Mortgage	
	X24585	1974/07/15	Assignment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	41946 Discharged by 211512	1975/08/06	Mortgage	
	41945	1975/08/06	Discharge	
	X25137	1974/10/08	Addendum	
	65125	1977/09/26	Addendum	
	*****	Instrument Date 1975/04/11	Survey Plan	
	48115	1976/07/21	Addendum	
	*****	-	Survey Plan	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	56437	1978/01/19 Discharged by 211512 and 138303	Agreement	
	56438	1978/01/19 Discharged by 138303	Mortgage	
	56541	1978/02/06	Discharge	
	70415	1980/08/19	Addendum	
	98387	1984/10/05	Addendum	
	100202	1985/02/07 Discharged by 211512	Agreement	
	138200	1992/03/12	Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
		Vesting Order 689551		
	138305	1992/03/24 Discharged by 334892	Debenture	
	138306	1992/03/24 Expired: February 10, 1992	Assignment	
	211509	1993/02/19 Expired: 2006/01/18	Notice	
	138303	1992/03/24	Discharge	
	138307	1992/03/24	Assignment	
	211512	1993/02/19	Discharge	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	282969	2000/02/22	Letter	
	331514	2005/10/06	Letter	
	6115692	2019/08/19	Sub-Lease	
	337892	2006/02/06	Discharge	
	356112	2008/05/08	Assignment	
	356186	2008/05/14	Modification Lease	
	356595	2008/06/06	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	362450	2009/03/23	Waiver	
	362448	2009/03/23	Easement	
	6115709	2019/08/20	Sub-Lease	
	365350	2009/07/20	Agreement	
	363812	2009/05/20	Easement	
	366369	2009/08/27	Agreement	
	366631	2009/09/09	Modification of Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	366849	2009/09/21	Discharge	
	367917	2009/1 Expired: 2011/04/08	Modification	
	6055976	2011/05/05	Mortgage	
	375510	2010/11/12	Letter	
	6055977	2011/05/05 Expired by 608551	Mortgage	
	6055934	2011/05/06	Agreement	
	6063871	2012/03/30	Modification	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6063853	2012/03/30	Bank Assignment	
	6066388	2012/08/10	Discharge	
	6115689	2019/08/19	Sub-Lease	
	6072680	2013/06/07	Assignment Expired by 6089551	
	6073024	2013/06/28	Certificate of Lis Pendens Expired by July 23, 2014	
	611712	2019/08/20	Sub-Lease	
	6089551	2015/11/20	Court Order	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6085817	2015/05/27	Assignment	
	6089893	2015/12/11	Mortgage	
	6089895	2015/12/11	Consent	
	6090444	2016/01/19	Letter	
	6115694	2019/08/20	Sub-Lease	
	6115693	2019/08/19	Sub-Lease	
	6102277	2017/09/20	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6115695	2019/08/19	Sub-Lease	
	6103852	2017/12/04	Amendment	
	6111684	2019/04/15	Assignment	
	6111144	2018/12/17	Consent	

Parcel
PIN 902001729, PARCEL B, LOT 10, CLSR 5124

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
Duncan - 248, 250, 252, 350, 372 and 380 Trunk Road, 291 Cowichan Way and 131 and 141 Trans-Canada Highway, Duncan, BC	534	1968/03/12 Expired: 1999/08/31	Assignment	
	535	1968/03/12 Expired: 1999/08/31	Lease	
	532	1968/03/12	Notice	
	531	1968/03/12	Assignment	
	17515	1970/03/16	Surrender	
	9741-330	1971/12/14 Discharged by 48743	Assignment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	9810-332	1971/12/20 Discharged by 56541	Mortgage	
	X13806	1972/12/06 Expired 1992/05/31	Mortgage	
	X24938	1974/09/03 Expired 1994/01/31	Sub-Lease	
	X23446	1974/04/11 Expired 1994/01/31	Sub-Lease	
	X24586	1974/07/15	Assignment	
	X23447	1974/04/11 Expired 1974/05/06	Caveat	
	X24587	1974/07/15	Relinquishment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	41946	1975/08/06 Discharged by 211512	Mortgage	
	65124	1979/09/26	Addendum	
	48743	1976/08/26	Discharge	
	56437	1978/01/19 Discharged by 211512 & 138303	Agreement	
	56438	1978/01/19 Discharged by 128303	Mortgage	
	56541	1978/02/06	Discharge	
	100202	1985/02/07	Addendum	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
		Discharged by 211512		
	138200	1992/03/12 Vesting Order 6089551	Lease	
	138305	1992/03/24	Debenture	
	138306	1992/03/24 Discharged 334892	Assignment	
	211509	1993/02/19 Discharged by 334892	Notice	
	138303	1992/03/24	Discharge	
	138307	1992/03/24	Assignment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	211512	1993/02/19	Discharge	
	221067	1994/04/29	Sub-Lease	
	282969	2000/08/22	Letter	
	331514	2005/10/06	Letter	
	6115692	2019/08/19	Sub-Lease	
	334892	2006/02/06	Discharge	
	356112	2008/05/08	Assignment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	356340	2008/05/23 Expired 2011/10/21	Mortgage	
	356595	2008/06/06	Mortgage	
	362450	2009/03/23	Waiver	
	362448	2009/03/23	Easement	
	6115709	2019/08/20	Sub-Lease	
	365350	2009/07/20	Agreement	
	363812	2009/05/20	Easement	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	366369	2009/08/27	Agreement	
	366631	2009/09/09	Modification of Lease	
	366849	2009/09/21	Discharge	
	367917	2009/11/16 Expired: 2011/04/08	Modification	
	6055976	2011/05/05	Mortgage	
	375510	2010/11/12	Letter	
	6055977	2011/05/05 Expired by 608551	Mortgage	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6055934	2011/05/06	Agreement	
	6058181	2011/10/21	Discharge	
	6063871	2012/03/30	Modification	
	6063853	2012/03/30	Bank Assignment	
	6066388	2012/08/10	Discharge	
	6115689	2019/08/19	Sub-Lease	
	6072680	2013/06/07 Expired by 6089551	Assignment	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6073024	2013/06/28 Expired by July 23, 2014	Certificate of Lis Pendens	
	6115712	2019/08/20	Sub-Lease	
	6089551	2015/11/20	Court Order	
	6085817	2015/05/27	Assignment	
	6089893	2015/12/11	Mortgage	
	6089895	2015/12/11	Consent	
	6115694	2019/08/20	Sub-Lease	

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	6115698	2019/08/19	Sub-Lease	
	6102277	2017/09/20	Mortgage	
	6115695	2019/08/19	Sub-Lease	
	6103852	2017/12/04	Amendment	
	6111684	2019/04/15	Assignment	
	6111144	2018/12/17	Consent	

Schedule "G"

LANDS THAT ARE SUBJECT TO THE GROUND LEASES

PIN 902-528-251, Lott 639, CSLR 95603

PIN 902-001-707, Lot 251, CSLR 59018

Parts of PIN 902-001-711, Lot 9-1, CSLR 52724 and PIN 902-001-924, Lot 9-2, CSLR 52724 and all of PIN 902-001-729, Parcel B, Lot 10 CSLR 5124

PIN 902-005-387, Lot 252, CSLR 59018