

2020

Supreme Court of Nova Scotia

Hfx Nc

497914

Ex Parte Application by Alvarez & Marsal Canada Inc. for
a Recognition Order



Recognition Order

Before the Honourable Justice Scott C Norton in Chambers:

Upon reading the Affidavit of Mayra Rivas sworn on April 16, 2020, and the other material on file herein;

And upon it appearing that the Court of Queen's Bench of Alberta issued an order on March 27, 2020 (the "**Approval and Vesting Order**", a copy of which is attached as Schedule "A") in connection with the receivership of Strategic Atlantic Ltd. and Strategic Atlantic Limited Partnership, pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**"), which order approved a sale transaction and ordered the vesting in the purchaser or its designee of those assets contemplated by the sale transaction.

And upon being satisfied that it is necessary and appropriate for this Court to recognize the Approval and Vesting Order so that it may be recorded in the parcel registers for the affected properties located in the Province of Nova Scotia and maintained pursuant to the *Land Registration Act*;

And upon hearing Nicholas Mott, counsel to the Applicant;

It is hereby ordered that:

1. The Approval and Vesting Order be and is hereby recognized, and the terms of the Approval and Vesting Order dealing with matters relating to the Province of Nova Scotia are incorporated herein, given effect and incorporated by reference.
2. Upon delivery of the Receiver's Closing Certificates as set out in section 3 to the Approval and Vesting Order, the lands described in Schedule "B" shall vest in the Atlantic Purchaser or its designee, pursuant to the terms of the Approval and Vesting Order.
3. For greater certainty with respect to Section 4 and Section 5(a) of the Approval and Vesting Order and without the limiting the effect of the said Sections, on presentation for registration in Nova Scotia in the Land Registration Office for the applicable county in which the lands identified and described in Schedule "D" to the Approval and Vesting Order are located (the "Nova Scotia Subject Assets"), a certified copy of this Order, together with such deeds, assignments, or instruments of transfer and

conveyance of the Nova Scotia Subject Assets and any applicable registration fees, the Nova Scotia Land Registration Registrar is hereby authorized, directed and requested to:

- (a) enter the Atlantic Purchaser, or its designee, as the registered owner of all of the Receiver's right, title and interest, and all of the legal and beneficial right, title and interest, in and to the Nova Scotia Subject Assets together with and subject to the Permitted Encumbrances listed in Schedule "G" to the Approval and Vesting Order; and
- (b) discharge and expunge the Encumbrances listed in Schedule "F" to the Approval and Vesting Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of title to such Lands.

Issued April 21, 2020.

Gael O'Keefe

Deputy Prothonotary

Certified to be a true and correct copy
of original document herein

Date

April 21, 2020

Gael O'Keefe

GAEL O'KEEFE
Deputy Prothonotary

Form 78.05

SCHEDULE "A"
APPROVAL ORDER

SCHEDULE "A"

COURT FILE NUMBER 1901-18029

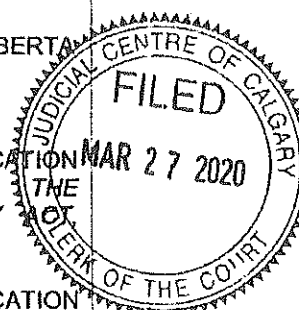
COURT COURT OF QUEEN'S BENCH OF ALBERTA

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

Clerk's Stamp



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
(Atlantic (Nova Scotia))

I hereby certify this to be a true copy of
the original Order

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

dated this 27 day of March 2020

[Signature]
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 Strategic Atlantic Ltd. and Strategic Atlantic Limited Partnership (collectively, the "Atlantic 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, 9741631 Canada Inc. (the "**Atlantic Purchaser**"), and 9827838 Canada Inc., 10108014 Canada Inc., 10460010 Canada Inc. and 10727938 Canada Inc. (together with the Atlantic 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 Atlantic Purchaser all of the Receiver's right, title and interest, and all legal and beneficial right, title and interest, in and to the Nova Scotia Subject Assets (as defined below) as set forth herein;

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 Atlantic Purchasers, the Atlantic 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.

TRANSACTION MATTERS

2. 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 Nova Scotia Subject Assets to the Atlantic Purchaser or its designee.

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Atlantic Purchaser in respect of specific Lands and related other property described in Schedule "D" hereto (such Lands and the other property described in Schedule "D" hereto collectively referred to as the "**Nova Scotia Subject Assets**") substantially in the form set out in Schedule "B" hereto (the "**Receiver's Nova Scotia Closing Certificate**") and a Receiver's Certificate to the Purchasers substantially in the form set out in Schedule "C" hereto (the "**Receiver's**

Global Closing Certificate", and together with the applicable Receiver's Nova Scotia Closing Certificate, the **"Receiver's Closing Certificates"**), all of the Receiver's right, title and interest, and all of the legal and beneficial right, title and interest, in and to the Nova Scotia Subject Assets set forth in the applicable Receiver's Nova Scotia Closing Certificate shall vest absolutely in the name of the Atlantic 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 affiliates of the Atlantic Debtors 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* (Nova Scotia) 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 "E";
- (e) any liens or claims of lien under the *Builders' Lien Act* (Nova Scotia); and

- (f) those Claims listed in Schedule "F" 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 "G" (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Nova Scotia Subject Assets are hereby expunged, discharged and terminated as against the Nova Scotia 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 Atlantic Debtors in favour of Mortgagees (as defined in the Sale Agreement) of the Nova Scotia 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 Atlantic Debtors.

4. Upon delivery of a Receiver's Nova Scotia Closing Certificate and the Receiver's Global 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 5 below (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificates 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 Atlantic Purchaser or its designee clear title to the Nova Scotia Subject Assets set forth in the applicable Receiver's Nova Scotia Closing Certificate subject only to Permitted Encumbrances.

5. Without limiting the foregoing paragraph 4, at the Effective Time in respect of the Nova Scotia Subject Assets set forth in the applicable Receiver's Nova Scotia Closing Certificate:

- (a) the Registrar General of Land Titles ("**Land Titles Registrar**") for the Lands set forth in the Receiver's Nova Scotia Closing Certificate shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel the existing Certificates of Title for each of the applicable Lands;
 - (ii) issue a new Certificate of Title for the applicable Lands in the name of the Atlantic Purchaser or its designee;
 - (iii) to transfer to the new Certificate of Title the existing instruments listed in Schedule "G", to this Order, and to issue and register against the new Certificate of Title such new caveats, utility rights of way, easements or other instruments as are listed in Schedule "G" and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "F" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to such Lands; and
- (b) the Registrar of the Nova Scotia Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Nova Scotia 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 Atlantic Debtors in any of the Nova Scotia Subject Assets set forth in such Receiver's Nova Scotia Closing Certificate which are of a kind prescribed by applicable regulations as serial-number goods.

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

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

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Nova Scotia Subject Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Nova Scotia Subject Assets from and after delivery of the Receiver's Closing Certificates 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 Nova Scotia Subject Assets and may be asserted against the net proceeds from sale of the Nova Scotia Subject Assets with the same priority as they had with respect to the Nova Scotia Subject Assets immediately prior to the sale, as if the Nova Scotia 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.

9. 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 Nova Scotia Subject Assets without further order of this Court.

10. Upon completion of the Transaction with respect to the Nova Scotia Subject Assets, the Atlantic Debtors, the TPMT Co-Owners (as defined in the Sale Agreement) and all persons who claim by, through or under the Atlantic Debtors or the TPMT Co-Owners in respect of the Nova Scotia Subject Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Nova Scotia 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 Nova Scotia Subject Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Nova Scotia 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 Nova Scotia Subject Assets, they shall forthwith deliver

possession thereof to the Atlantic Purchaser or its designee. For greater certainty, no such Claims shall be brought against the Atlantic Purchaser or its designee, if any.

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

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

13. The Receiver is directed to file with the Court a copy of the applicable Receiver's Nova Scotia Closing Certificate and the applicable Receiver's Global Closing Certificate forthwith after delivery thereof to the applicable Purchasers.

WAIVER OF DEFAULTS

14. From and after the Effective Time, each applicable Mortgagee shall be deemed to have waived any and all defaults of the Atlantic Debtors then existing or previously committed by the Atlantic 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 Atlantic 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 Atlantic 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

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of any of the Atlantic Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any of the Atlantic Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Nova Scotia Subject Assets in the Atlantic 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 Atlantic Debtors and shall not be void or voidable by creditors of the Atlantic 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.

16. The Receiver, the Atlantic 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.

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

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

- (a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order; provided that for any retail or 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 Atlantic Purchaser or the Atlantic 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.

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



Justice of the Court of Queen's 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. • Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its

	<p>general partner Parkwood/Eastgate Capital Corp.</p> <ul style="list-style-type: none"> • 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.

2020

Supreme Court of Nova Scotia

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Ex Parte Application by Alvarez & Marsal Canada Inc. for
a Recognition Order

SUPREME COURT
OF NOVA SCOTIA

APR 21 2020

HALIFAX, N.S.

Recognition Order

Before the Honourable Justice Scott C Norton in Chambers:

Upon reading the Affidavit of Mayra Rivas sworn on April 16, 2020, and the other material on file herein;

And upon it appearing that the Court of Queen's Bench of Alberta issued an order on March 27, 2020 (the "**Approval and Vesting Order**", a copy of which is attached as Schedule "A") in connection with the receivership of Strategic Atlantic Ltd. and Strategic Atlantic Limited Partnership, pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**"), which order approved a sale transaction and ordered the vesting in the purchaser or its designee of those assets contemplated by the sale transaction.

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And upon hearing Nicholas Mott, counsel to the Applicant;

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Issued April 21, 2020.

Gael O'Keefe

Deputy Prothonotary

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Deputy Prothonotary

Form 78.05

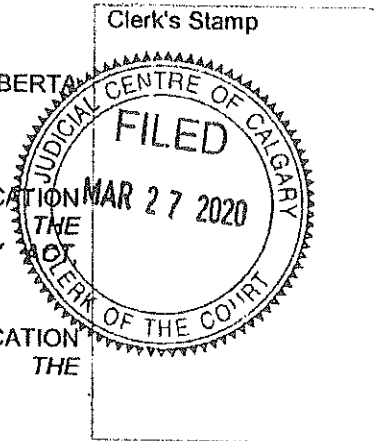
SCHEDULE "A"
APPROVAL ORDER

SCHEDULE "A"

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
(Atlantic (Nova Scotia))

I hereby certify this to be a true copy of
the original Order

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

dated this 27 day of March 2020
[Signature]
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 Strategic Atlantic Ltd. and Strategic Atlantic Limited Partnership (collectively, the "Atlantic 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, 9741631 Canada Inc. (the "**Atlantic Purchaser**"), and 9827838 Canada Inc., 10108014 Canada Inc., 10460010 Canada Inc. and 10727938 Canada Inc. (together with the Atlantic 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 Atlantic Purchaser all of the Receiver's right, title and interest, and all legal and beneficial right, title and interest, in and to the Nova Scotia Subject Assets (as defined below) as set forth herein;

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 Atlantic Purchasers, the Atlantic 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.

TRANSACTION MATTERS

2. 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 Nova Scotia Subject Assets to the Atlantic Purchaser or its designee.

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Atlantic Purchaser in respect of specific Lands and related other property described in Schedule "D" hereto (such Lands and the other property described in Schedule "D" hereto collectively referred to as the "**Nova Scotia Subject Assets**") substantially in the form set out in Schedule "B" hereto (the "**Receiver's Nova Scotia Closing Certificate**") and a Receiver's Certificate to the Purchasers substantially in the form set out in Schedule "C" hereto (the "**Receiver's**

Global Closing Certificate", and together with the applicable Receiver's Nova Scotia Closing Certificate, the "**Receiver's Closing Certificates**"), all of the Receiver's right, title and interest, and all of the legal and beneficial right, title and interest, in and to the Nova Scotia Subject Assets set forth in the applicable Receiver's Nova Scotia Closing Certificate shall vest absolutely in the name of the Atlantic 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 affiliates of the Atlantic Debtors 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* (Nova Scotia) 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 "E";
- (e) any liens or claims of lien under the *Builders' Lien Act* (Nova Scotia); and

- (f) those Claims listed in Schedule "F" 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 "G" (collectively, "**Permitted Encumbrances**"))

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Nova Scotia Subject Assets are hereby expunged, discharged and terminated as against the Nova Scotia 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 Atlantic Debtors in favour of Mortgagees (as defined in the Sale Agreement) of the Nova Scotia 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 Atlantic Debtors.

4. Upon delivery of a Receiver's Nova Scotia Closing Certificate and the Receiver's Global 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 5 below (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificates 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 Atlantic Purchaser or its designee clear title to the Nova Scotia Subject Assets set forth in the applicable Receiver's Nova Scotia Closing Certificate subject only to Permitted Encumbrances.

5. Without limiting the foregoing paragraph 4, at the Effective Time in respect of the Nova Scotia Subject Assets set forth in the applicable Receiver's Nova Scotia Closing Certificate:

- (a) the Registrar General of Land Titles ("**Land Titles Registrar**") for the Lands set forth in the Receiver's Nova Scotia Closing Certificate shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel the existing Certificates of Title for each of the applicable Lands;
 - (ii) issue a new Certificate of Title for the applicable Lands in the name of the Atlantic Purchaser or its designee;
 - (iii) to transfer to the new Certificate of Title the existing instruments listed in Schedule "G", to this Order, and to issue and register against the new Certificate of Title such new caveats, utility rights of way, easements or other instruments as are listed in Schedule "G" and
 - (iv) discharge and expunge the Encumbrances listed in Schedule "F" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to such Lands; and
- (b) the Registrar of the Nova Scotia Personal Property Registry (the "PPR Registrar") shall and is hereby directed to forthwith cancel and discharge any registrations at the Nova Scotia 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 Atlantic Debtors in any of the Nova Scotia Subject Assets set forth in such Receiver's Nova Scotia Closing Certificate which are of a kind prescribed by applicable regulations as serial-number goods.

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

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

8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Nova Scotia Subject Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Nova Scotia Subject Assets from and after delivery of the Receiver's Closing Certificates 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 Nova Scotia Subject Assets and may be asserted against the net proceeds from sale of the Nova Scotia Subject Assets with the same priority as they had with respect to the Nova Scotia Subject Assets immediately prior to the sale, as if the Nova Scotia 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.

9. 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 Nova Scotia Subject Assets without further order of this Court.

10. Upon completion of the Transaction with respect to the Nova Scotia Subject Assets, the Atlantic Debtors, the TPMT Co-Owners (as defined in the Sale Agreement) and all persons who claim by, through or under the Atlantic Debtors or the TPMT Co-Owners in respect of the Nova Scotia Subject Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Nova Scotia 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 Nova Scotia Subject Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Nova Scotia 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 Nova Scotia Subject Assets, they shall forthwith deliver

possession thereof to the Atlantic Purchaser or its designee. For greater certainty, no such Claims shall be brought against the Atlantic Purchaser or its designee, if any.

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

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

13. The Receiver is directed to file with the Court a copy of the applicable Receiver's Nova Scotia Closing Certificate and the applicable Receiver's Global Closing Certificate forthwith after delivery thereof to the applicable Purchasers.

WAIVER OF DEFAULTS

14. From and after the Effective Time, each applicable Mortgagee shall be deemed to have waived any and all defaults of the Atlantic Debtors then existing or previously committed by the Atlantic 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 Atlantic 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 Atlantic 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

15. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of any of the Atlantic Debtors, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of any of the Atlantic Debtors; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Nova Scotia Subject Assets in the Atlantic 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 Atlantic Debtors and shall not be void or voidable by creditors of the Atlantic 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.

16. The Receiver, the Atlantic 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.

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

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

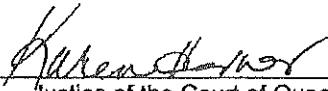
- (a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order; provided that for any retail or 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 Atlantic Purchaser or the Atlantic 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.

19. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier.

Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of Queen's 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. • Parkwood/Eastgate Capital Corp. and Parkwood/Eastgate Limited Partnership by its

	<p>general partner Parkwood/Eastgate Capital Corp.</p> <ul style="list-style-type: none"> • 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 NOVA SCOTIA CLOSING CERTIFICATE

COURT FILE NUMBER	1901-18029	Clerk's Stamp
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 <i>SECTION 13(2) OF 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 NOVA SCOTIA CLOSING CERTIFICATE ([INSERT PROPERTY NAME])	
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	

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 Strategic Atlantic Ltd. and Strategic Atlantic Limited Partnership (collectively, the "**Atlantic 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, 9741631 Canada Inc. (the "**Atlantic Purchaser**") and 10727938 Canada Inc., 9827838 Canada Inc., 10108014 Canada Inc., 10460010 Canada Inc. and 10727938 Canada Inc. (together with the Atlantic Purchaser, the "**Purchasers**") and provided for the vesting in the Atlantic 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 applicable Nova Scotia Subject Assets (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Nova Scotia Subject Assets described in Schedule "A" hereto upon the delivery by the Receiver to the Atlantic Purchaser of this Certificate and the Receiver's Global Closing 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. All payments due to the Mortgagees pursuant to the terms of the Sale Agreement and pursuant to the Mortgagee Term Sheets with respect to the Nova Scotia Subject Assets set out on Schedule "A" have been paid to such Mortgagees.
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 Nova Scotia Subject Assets set out on Schedule "A", 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 Nova Scotia Subject Assets set out on Schedule "A" have been satisfied or waived by the Receiver and the Purchasers, as applicable.
4. 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 the Atlantic Debtors, and not in its personal capacity.

Per; _____

Name:

Title:

Schedule "A"

Nova Scotia Subject Assets

[NTD: Lands and other Nova Scotia Subject Assets to be vested pursuant to this Certificate to be inserted]

Schedule "C"

FORM OF RECEIVER'S GLOBAL CLOSING CERTIFICATE

COURT FILE NUMBER	1901-18029	Clerk's Stamp
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 GLOBAL 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	

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 the Alberta Debtors (as defined in the Approval and Vesting Order (as defined below)).

- B. Pursuant to the Approval and Vesting 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, 9827838 Canada Inc., 10108014 Canada Inc. and 10460010 Canada Inc. (collectively, the "**Alberta Purchasers**") and 10727938 Canada Inc. (the "**British Columbia Purchaser**") and 9741631 Canada Inc. (the "**Atlantic Purchaser**", and together with the Alberta Purchasers and the British Columbia Purchaser, the "**Purchasers**") and provided for the vesting in the applicable Alberta 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 applicable Alberta Subject Assets (as defined in the Approval and Vesting Order), which vesting is to be effective with respect to the Alberta Subject Assets set forth in a Receiver's Alberta Closing Certificate (as defined in the Approval and Vesting Order) upon the delivery by the Receiver to the Alberta Purchasers of such Receiver's Alberta Closing Certificate and this Certificate.
- C. Pursuant to the Ancillary Vesting Order (Atlantic (New Brunswick)) of the Court dated [●], 2020 (the "**New Brunswick Ancillary Vesting Order**") the Court provided for the vesting in the Atlantic 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 applicable New Brunswick Subject Assets (as defined in the New Brunswick Ancillary Vesting Order), which vesting is to be effective with respect to the New Brunswick Subject Assets set forth in a Receiver's New Brunswick Closing Certificate (as defined in the New Brunswick Ancillary Vesting Order) upon the delivery by the Receiver to the Atlantic Purchaser of such Receiver's New Brunswick Closing Certificate and this Certificate.
- D. Pursuant to the Ancillary Vesting Order (Atlantic (Nova Scotia)) of the Court dated [●], 2020 (the "**Nova Scotia Ancillary Vesting Order**") the Court provided for the vesting in the Atlantic 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 applicable Nova Scotia Subject Assets (as defined in the Nova Scotia Ancillary Vesting Order), which vesting is to be effective with respect to the Nova Scotia Subject Assets set forth in a Receiver's Nova Scotia Closing Certificate (as defined in the Nova Scotia Ancillary Vesting Order) upon the delivery by the Receiver to the Atlantic Purchaser of such Receiver's Nova Scotia Closing Certificate and this Certificate.
- E. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

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THE RECEIVER CERTIFIES the following:

1. The Receiver has delivered all Receiver's Alberta Closing Certificates, all Receiver's New Brunswick Closing Certificates and all Receiver's Nova Scotia Closing Certificates for those Subject Assets that the Purchasers have designated to the Receiver are to be conveyed to the applicable Purchaser on the Closing Date.
2. The Purchasers have paid and the Receiver has received the Purchase Price for the Subject Assets payable on the Closing Date pursuant to the Sale Agreement.
3. The conditions to closing as set out in sections 7.1, 7.2 and 7.3 of the Sale Agreement with respect to such Subject Assets have been satisfied or waived by the Receiver and the Purchasers, as applicable.
4. The Transaction has been completed to the satisfaction of the Receiver.
5. 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 the Alberta Debtors, and not in its personal capacity.

Per: _____

Name:

Title:

Schedule "D"

DESCRIPTION OF THE LANDS AND OTHER NOVA SCOTIA SUBJECT ASSETS

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

Lands

	Municipal Address	Number of Units	Parcel Identification Number(s)
Community Trust Portfolio	79 & 81 Lakecrest Drive, Dartmouth, NS	148	00175265 and 40307514
Harbour Edge Portfolio	237 Roleika Drive, Dartmouth, NS	29	00171918
	490 Wiley Avenue, Windsor, NS	39	45050374
	550 Herring Cove Road, Halifax, NS	23	40095234
	611 Herring Cove Road, Halifax, NS	12	00279349
	123 Pinecrest Drive, Dartmouth, NS	23	00036590
	38 Trinity Avenue, Dartmouth, NS	12	00063560 and 00063578
	4 Alfred Street, Dartmouth, NS	11	00098236
First National Portfolio	67 Caledonia Road, Dartmouth, NS	12	00171991
	532 Herring Cove Road, Halifax, NS	24	40095333
	534 Herring Cove Road, Halifax, NS	24	409095325
	65, 67, 69 & 73 Dominion Street, Glace Bay, NS	37	15435720, 15192149, 15192156 and 15267214
	32 Primrose Street, Dartmouth, NS	0	00037937
	19 Primrose Street, Dartmouth, NS	21	00037028
	190 Oakdene Avenue, Kentville, NS	41	55266670, 55034300 and 55341473
	40 Brule, Dartmouth, NS	1	00037721
	113 Pinecrest Drive, Dartmouth, NS	8	00036632
	117 Pinecrest Drive, Dartmouth, NS	13	00036616
	119 Pinecrest Drive, Dartmouth, NS	0 (land)	0003608
	85 Pinecrest Drive, Dartmouth, NS	20	40762486, 41288549 and 00037754
WBLI Portfolio	105 Pinecrest Drive, Dartmouth, NS	6	00036673
	109 Pinecrest Drive, Dartmouth, NS	6	00036657

	111 Pinecrest Drive, Dartmouth, NS	6	00036640
	133 Pinecrest Drive, Dartmouth, NS	6	00036871
	117 Albro Lake Road, Dartmouth, NS	11	00057422
	12 Trinity Avenue, Dartmouth, NS	15	00090662, 40259913, 40259905 and 40259921
	7 Kennedy Drive, Dartmouth, NS	34	41315680
	9 & 11 Kennedy Drive, Dartmouth, NS	59	00179028
	24 Roleika Drive, Dartmouth, NS	23	40762619, 00170357 and 40762601
	5 Forbes Street, Halifax, NS	14	40095986
	3 Autumn Drive, Halifax, NS	21	00334094
	44 River Road, Halifax, NS	15	00334094
	451 Herring Cove Road, Halifax, NS	15	00333302
	498 Herring Cove Road, Halifax, NS	11	40095424
	536 Herring Cove Road, Halifax, NS	24	40095317
	538 Herring Cove Road, Halifax, NS	24	40095309
	540 Herring Cove Road, Halifax, NS	21	40095291
	6, 8, 9 & 14 Galaxy Avenue, Dartmouth, NS	45	40878415, 00227280, 40885824, 00226753 and 40885782
	384.5 Portland Street, Dartmouth, NS	25	00221721
	39, 43 & 45 Jefferson Lane, Sydney, NS	36	15434103

The following other Nova Scotia Subject Assets relating to the foregoing Lands:

- Buildings;
- 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 "E"

PPSA REGISTRATIONS TO BE DISCHARGED

Nova Scotia Personal Property Security Act registrations as against the Atlantic Debtors:

Registration Number	Registration Date	Debtor	Secured Party	Registration Type
17805110, as amended by 18179697, as further amended by 25944430	2011-Mar-15	Edge Marketing Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	Computershare Trust Company of Canada	PPSA Financing Statement
17805235, as amended by 18179721, as further amended by 25944448	2011-Mar-15	Edge Marketing Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	Computershare Trust Company of Canada	PPSA Financing Statement
18608794, as amended by 25944463	2011-Sep-21	Edge Marketing Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	First National Financial GP Corporation	PPSA Financing Statement
18608927, as amended by 25944539	2011-Sep-21	Edge Marketing Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	First National Financial GP Corporation	PPSA Financing Statement
18759571, as amended by 25944554, as renewed by 26777185	2011-Oct-31	Edge Marketing Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	First National Financial GP Corporation	PPSA Financing Statement
18016089, as amended by 25944596	2011-May-04	UC Investments Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	First National Financial GP Corporation	PPSA Financing Statement

Registration Number	Registration Date	Debtor	Secured Party	Registration Type
18476762, as amended by 25944604	2011-Aug-18	UC Investments Inc. Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	First National Financial GP Corporation	PPSA Financing Statement
27778976	2017-Jun-13	Strategic Atlantic Limited Partnership Strategic Atlantic Ltd. 534 Capital Corp. 534 Limited Partnership	Computershare Trust Company of Canada	PPSA Financing Statement]
31852569	2019-Oct-01	Strategic Atlantic Limited Partnership Strategic Atlantic Ltd. 9741631 Canada Inc.	Canada ICI Capital Corporation	PPSA Financing Statement
31907934	2019-Oct-11	Strategic Atlantic Limited Partnership Strategic Atlantic Ltd. 9741631 Canada Inc.	Canada ICI Capital Corporation	PPSA Financing Statement
31908684, as amended by 31926306	2019-Oct-11	Strategic Atlantic Ltd. Strategic Atlantic Residential (NS) Limited Partnership Strategic Atlantic Residential (NS) Capital Corp.	Canada ICI Capital Corporation	PPSA Financing Statement
28838381	2018-Jan-25	Strategic Atlantic Limited Partnership	Canada ICI Capital Corporation	PPSA Financing Statement
31908684, as amended by 31926306	2019-Oct-11	Strategic Atlantic Ltd. Strategic Atlantic Residential (NS) Limited Partnership	Canada ICI Capital Corporation	PPSA Financing Statement

Registration Number	Registration Date	Debtor	Secured Party	Registration Type
		Strategic Atlantic Residential (NS) Capital Corp.		
25568304, as amended by 26921072	2019-Feb-19	Strategic Atlantic Limited Partnership, as represented by its general partner Strategic Atlantic Ltd.	Computershare Trust Company of Canada	PPSA Financing Statement
26902015, as amended by 26961698, as further amended by 30196810	2016-Nov-25	Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	Community Trust Company	PPSA Financing Statement

Schedule "F"

CLAIMS TO BE EXPUNGED

The following Encumbrances in respect of Lands:

FIRST NATIONAL PORTFOLIO

(1) 67 Caledonia Road, Halifax, NS

PID 00171991

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(a) 67 Caledonia Road, Halifax, NS	97961818	March 17, 2011	Mortgage	Assigned to Computershare Trust Company of Canada North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6
	97961826	March 17, 2011	Assignment of Leases and/or Rents	Assigned to Computershare Trust Company of Canada North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6
	98602254	June 28, 2001	Assignment (All Other)	Computershare Trust Company of Canada C/O First National Financial Corp.

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
				North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6
	109728924	October 13, 2016	Assumption Agreement	Computershare Trust Company of Canada C/O First National Financial Corp. North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6

(2) 532 Herring Cove Road, Halifax, NS

PID 40095333

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(b) 532 Herring Cove Road, Halifax, NS	99425648	October 28, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	99451719	November 2, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109728825	October 13, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(3) 534 Herring Cove Road, Halifax, NS

PID 40095325

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(c) 534 Herring Cove Road, Halifax, NS	99425648	October 28, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	99451719	November 2, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109728825	October 13, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(4) 65, 67, 69 & 73 Dominion Street, Glace Bay, NS

PID 15435720

PID 15192149

PID 15192156

PID 15267214

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(d) 65, 67, 69 & 73 Dominion Street, Glace Bay, NS	98253082	May 4, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	98253132	May 4, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109763319	October 20, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(S) 32 Primrose Street, Dartmouth, NS

PID 00037937

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(e) 32 Primrose Street, Dartmouth, NS	100203042	March 2, 2012	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	100205104	March 2, 2012	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109728791	October 13, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(6) 19 Primrose Street, Dartmouth, NS

PID 00037028

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(f) 19 Primrose Street, Dartmouth, NS	86059772	September 6, 2006	Mortgage	The Equitable Trust Company 100 University Avenue Suite 700 Toronto, ON M5J 1J6
	86059897	September 6, 2006	Assignment of Leases and/or Rents	The Equitable Trust Company 100 University Avenue Suite 700 Toronto, ON M5J 1J6
	109728775	October 13, 2016	Assumption Agreement	The Equitable Trust Company 100 University Avenue Suite 700 Toronto, ON M5J 1J6

(7) 190 Oakdene Avenue, Kentville, NS

PID 55266670

PID 55034300

PID 55341473

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(g) 190 Oakdene Avenue, Kentville, NS [Note: Non-permitted encumbrances are only recorded for PID 55266670.]	100285114	March 16, 2012	Postponement Agreement (Not for Judgment)	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	98954234	August 19, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	98954242	August 19, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
	109741828	October 17, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(8) 40 Brule Street, Dartmouth, NS

PID 00037721

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(h) 40 Brule Street, Dartmouth, NS	99171895	September 22, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	99175045	September 28, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109728882	October 13, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(9) 117 Pinecrest Drive, Dartmouth, NS

PID 00036616

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(i) 117 Pinecrest Drive, Dartmouth, NS	99171879	September 22, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	99211436	September 28, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109728866	October 13, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(10) 119 Pinecrest Drive, Dartmouth, NS

PID 00036608

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(i) 119 Pinecrest Drive, Dartmouth, NS	99171879	September 22, 2011	Mortgage	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	99211436	September 28, 2011	Assignment of Leases and/or Rents	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6
	109728866	October 13, 2016	Assumption Agreement	First National Financial GP Corporation North Tower 100 University Avenue Suite 700 Toronto, ON M5J 1V6

(11) 113 Pinecrest Drive, Dartmouth, NS

PID 00036632

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
(k) 113 Pinecrest Drive, Dartmouth, NS	97963848	March 17, 2011	Mortgage	Assigned to Computershare Trust Company of Canada North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6
	97963855	March 17, 2011	Assignment of Leases and/or Rents	Assigned to Computershare Trust Company of Canada North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6
	109728890	October 13, 2016	Assumption Agreement	Computershare Trust Company of Canada North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6
	98602247	June 28, 2011	Assignment (All Other)	Computershare Trust Company of Canada North Tower 100 University Avenue, Suite 700 Toronto, ON M5J 1V6

HARBOUR EDGE PORTFOLIO

(1) 237 Roleika Drive, Dartmouth, NS

PID 00171918

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
237 Roleika Drive, Dartmouth, NS	109502329	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109505694	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

(2) 490 Wiley Avenue, Windsor, NS

PID 45050374

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
490 Wiley Avenue, Windsor, NS	109502972	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109528029	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

(3) 550 Herring Cove Road, Halifax, NS

PID 40095234

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
550 Herring Cove Road, Halifax, NS	109502329	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109505694	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

(4) 611 Herring Cove Road, Halifax, NS

PID 00279349

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
611 Herring Cove Road, Halifax, NS	109502329	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109505694	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

(5) 123 Pinecrest Drive, Dartmouth, NS

PID 00036590

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
123 Pinecrest Drive, Dartmouth, NS	109502329	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109505694	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

(6) 38 Trinity Avenue, Dartmouth, NS

PID 00063578

PID 00063560

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
38 Trinity Avenue, Dartmouth, NS	109502329	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109505694	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

(7) 4 Alfred Street, Dartmouth, NS

PID 00098236

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
4 Alfred Street, Dartmouth, NS	109502329	August 30, 2016	Mortgage	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8
	109505694	August 31, 2016	Assignment of Leases and/or Rents	Peoples Trust Company 808 4 th Avenue SW Suite 955 Calgary, AB T2P 3E8

COMMUNITY TRUST PORTFOLIO

(1) 79 & 81 Lakecrest Drive, Dartmouth, NS

PID 00175265

PID 40307514

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
79 & 81 Lakecrest Drive, Dartmouth, NS	109979295	November 30, 2016	Mortgage	Interest Assigned to 11904248 Canada Inc. 100 King Street W Suite 6200-1

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
				Toronto, ON M5X 1B8
	109979303	November 30, 2016	Assignment of Leases and/or Rents	Interest Assigned to 11904248 Canada Inc. 100 King Street W Suite 6200-1 Toronto, ON M5X 1B8
	115986441	March 3, 2020	Assignment (All other)	11904248 Canada Inc. 100 King Street W Suite 6200-1 Toronto, ON M5X 1B8
	113350400	October 2, 2018	Assignment (All Other)	Interest Assigned to 11904248 Canada Inc. 100 King Street W Suite 6200-1 Toronto, ON M5X 1B8

Schedule "G"

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* (Nova Scotia) registrations against the Atlantic Debtors:

Registration Number	Registration Date	Debtor	Secured Party	Registration Type
28838357	2018-Jan-25	Strategic Atlantic Limited Partnership Strategic Atlantic Ltd.	Canada ICI Capital Corporation	PPSA Financing Statement

The following Permitted Encumbrances in respect of Lands:

Property	Registration Number	Date of Registration	Registration Type (ex: Easement)	Registration Holder & Address for Notice from Title
WBLI Portfolio:				
(a) 105 Pinecrest Drive, Dartmouth, NS PID 00036673	Doc # 22292 Book 1855 Page 898	October 11, 1962	Restrictive Covenants	Unknown – granted by Frank M Leaman Limited
	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(b) 109 Pinecrest Drive, Dartmouth, NS PID 00036657	Doc # 23439 Book 1858 Page 664	October 24, 1962	Restrictive Covenants	Unknown – granted by Frank M Leaman Limited
	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4

	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(c) 111 Pinecrest Drive, Dartmouth NS PID 00036640	Doc # 23439 Book 1858 Page 664	October 24, 1962	Restrictive Covenants	Unknown – granted by Frank M Leaman Limited
	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(d) 117 Albro Lake Road, Dartmouth, NS PID 00057422	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(e.1) 12 Trinity Avenue, Dartmouth, NS	112073862	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW

PID 00090662				Suite 3540 Edmonton, AB T5J 3S4
	112073938	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	105124235	May 27, 2014	Notice (All Others)	Summit Credit Corporation 9120 Leslie Street Suite 201 Richmond Hill, ON L4B 3J9
(e.2) 12 Trinity Avenue, Dartmouth, NS PID 40259905 PID 40259913	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	105124235	May 27, 2014	Notice (All Others)	Summit Credit Corporation 9120 Leslie Street Suite 201 Richmond Hill, ON L4B 3J9
(e.3) 12 Trinity Avenue, Dartmouth, NS	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW

PID 40259921					
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(f) 133 Pincrest Drive, Dartmouth, NS PID 00036871	Doc # 24468 Book 1861 Page 201	November 2, 1962	Restrictive Covenants	Unknown - granted by Frank M. Leaman Limited	
	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(g.1) 85 Pincrest Drive, Dartmouth, NS PID 00037754	Doc # 42637 Book 5301 Page 831	October 1, 1992	Easement/Right of Way	The City of Dartmouth (now Halifax Regional Municipality)	

	112073862	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073938	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(g.2) 85 Pinecrest Drive, Dartmouth, NS PID 41288549	Doc # 42637 Book 5301 Page 831	October 1, 1992	Easement/Right of Way	The City of Dartmouth (now Halifax Regional Municipality)
	Doc # 8927 Book 3092 Page 197	Mar 04, 1977	Easement/Right of Way	General Utility Easement – Owner Unknown
	112073862	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073938	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(g.3) 85 Pinecrest Drive, Dartmouth, NS PID 40762486	Doc # 42637 Book 5301 Page 831	October 1, 1992	Easement/Right of Way	The City of Dartmouth (now Halifax Regional Municipality)

	Doc # 7484 Book 3089 Page 627	February 23, 1977		Easement/Right of Way	Nova Scotia Power Corporation, Maritime Telegraph and Telephone Company and J. Douglas Havill	
	112073862	January 25, 2018		Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
	112073938	January 25, 2018		Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(h) 9 & 11 Kennedy Drive, Dartmouth, NS PID 00179028	112073862	January 25, 2018		Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
	112073938	January 25, 2018		Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(i) 24 Roleika Drive, Dartmouth, NS PID 00170357	112073862	January 25, 2018		Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540	

PID 40762619 PID 40762601				Edmonton, AB T5J 3S4
	112073938	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(j) 7 Kennedy Drive, Dartmouth, NS PID 41315680	112073862	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073938	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(k) 3 Autumn Drive, Halifax, NS PID 40095358	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(l) 44 River Road, Halifax, NS	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540

PID 00334094				Edmonton, AB T5J 3S4	
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(m) 451 Herring Cove Road, Halifax, NS PID 00333302	Doc # 13949 Book 5550 Page 608	April 18, 1994	Easement/right of way	Halifax Regional Municipality	
	Doc # 21498 Book 5405 Page 220	June 9, 1993	Expropriation	Various PIDs	
	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(n) 498 Herring Cove Road, Halifax, NS	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	

PID 40095424					
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(o) 5 Forbes Street, Halifax, NS PID 40095986	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(p) 536 Herring Cove Road, Halifax, NS PID 40095317	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	
(q) 540 Herring Cove Road, Halifax, NS	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4	

PID 40095291				Suite 3540 Edmonton, AB T5J 3S4
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(r) 538 Herring Cove Road, Halifax, NS PID 40095309	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(s) 6 Galaxy Avenue, Dartmouth, NS PID 40878415	106387617	December 22, 2014	Easement/Right of Way	Nova Scotia Power Incorporated
	112073870	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4

	112073946	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(s) 8 Galaxy Avenue, Dartmouth, NS PID 00227280	106387617	December 22, 2014	Easement/Right of Way	Nova Scotia Power Incorporated
	112073896	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073961	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(s) 9 Galaxy Avenue, Dartmouth, NS PID 40885824	106387617	December 22, 2014	Easement/Right of Way	Nova Scotia Power Incorporated
	112073896	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4

	112073961	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(s) 14 Galaxy Avenue, Dartmouth, NS PID 00226753 PID 40885782	112073896	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073961	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
(t) 384.5 Portland Street, Dartmouth, NS PID 00221721	Book 1477 Page 167	July 4, 1957	Easement/right of way	Halifax Regional Municipality
	112073847	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073912	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4

(u) 39, 43 & 45 Jefferson Lane, Sydney, NS PID 15434103	86720097* *the above is a form correcting the lawyer's error on migration. The actual document, which does not appear on title, is Doc # 2599, Book 1501, Page 588 recorded on March 9, 1987	April 18, 2007	Easement/right of way	PID 15077019 (registered owner: Little Leslie Fisheries Limited)
	112073730	January 25, 2018	Mortgage	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
	112073839	January 25, 2018	Assignment of Leases and/or Rents	Canada ICI Capital Corporation Manulife Place 10180 101 Street NW Suite 3540 Edmonton, AB T5J 3S4
First National Portfolio:				

(a) 67 Caledonia Road, Dartmouth, NS PID 00171991	None				
(b) 532 Herring Cove Road, Dartmouth, NS PID 40095333	None				
(c) 534 Herring Cove Road, Dartmouth, NS PID 40095325	None				
(d) 65 Dominion Street, Glace Bay, NS	Doc # 7680 Book 2012 Page 637	July 23, 1997	Easement/Right of Way	PID 15192149 (Currently owned by Strategic Atlantic Ltd.)	
	81910375	May 9, 2005	Easement/Right of Way	PID 15192149 (Currently owned by Strategic Atlantic Ltd.)	
(d) 67 Dominion Street, Glace Bay, NS	Doc # 6423 Book 2162 Page 950	August 31, 2000	Easement/Right of Way	PID 15435720 (Currently owned by Strategic Atlantic Ltd.)	
	81910375	May 9, 2005	Easement/Right of Way	PID 15192149 (Currently owned by Strategic Atlantic Ltd.)	

(d) 69 & 73 Dominion Street, Gloucester Bay, NS	None			
(e) 32 Primrose Street, Dartmouth, NS PID 00037937	89079454	October 18, 2007	Agreement re Use of Land	Halifax Regional Municipality
(f) 19 Primrose Street, Dartmouth, NS PID 00037028	None			
(g) 190 Oakdene Avenue, Kentville, NS PID 55266670 PID 55034300 PID 55341473	None			
(h) 40 Brule Street, Dartmouth, NS PID 00037721	None			
(i) 117 Pinecrest Drive, Dartmouth, NS PID 00036616	Doc # 24332 Book 1860 Page 823	November 11, 1962	Restrictive Covenants	Unknown – granted by Frank M Leaman Limited

(j) 119 Pinecrest Drive, Dartmouth, NS PID 00036608	Doc # 18153 Book 1995 Page 508	December 1, 1964	Restrictive Covenants	No
(k) 113 Pinecrest Drive, Dartmouth, NS PID 00036632	Doc # 24332 Book 1860 Page 823	November 11, 1962	Restrictive Covenants	Unknown – granted by Frank M Leaman Limited
Harbour Edge Portfolio:				
(a) 237 Roleika Drive, Dartmouth PID 00171918	Doc # 2042 Book 6948 Page 375	January 15, 2002	License	Halifax Regional Municipality
	Doc # 2043 Book 6948 Page 381	January 15, 2002	Easement/right of way	Halifax Regional Municipality
(b) 490 Wiley Avenue, Windsor, NS PID 45050374	Book 191 Page 694	August 25, 1951	Easement/right of way	PID 4050408 (registered owner: Daniel Edward Parr) (Registration Holder should likely be the Town of Windsor, not the above PID)
(b) 490 Wiley Avenue, Windsor, NS PID 45050374	86074779	September 7, 2006	Easement/right of way	PID 45373123 (registered owner: James Edward MacDonald) and PID 45373131 (registered owner: Denise D. Hashem)

(c) 550 Herring Cove Road, Dartmouth, NS PID 40095234	None			
(d) 611 Herring Cove Road, Dartmouth, NS PID 00279349	None	[Note: There is a Textual Qualification on Title: Subject to a sewer easement in favour of the Municipality of the County of Halifax showing in an expropriation recorded under No. 1550 as shown in Document No. 4118, 1964-02-27.]		
(e) 123 Pinecrest Drive, Dartmouth, NS PID 00036590	None			
(f) 38 Trinity Avenue, Dartmouth, NS PID 00063578 PID 00063560	None			
(g) 4 Alfred Street, Dartmouth, NS PID 00098236	None			
Community Trust Portfolio:				

(a.1) 79 Lakecrest Drive, Dartmouth, NS PID 00175265	Doc # 23971 Book 6308 Page 944	July 12, 2001	Easement/Right of Way	Aliant Telecom (now Bell Canada)
(a.2) 81 Lakecrest Drive, Dartmouth, NS PID 40307514	None			

Form 78.05

SCHEDULE "B"

NOVA SCOTIA REAL PROPERTY

SCHEDULE "B"

DESCRIPTION OF THE LANDS AND OTHER NOVA SCOTIA SUBJECT ASSETS

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

Lands

	Municipal Address	Number of Units	Parcel Identification Number(s)
Community Trust Portfolio	79 & 81 Lakecrest Drive, Dartmouth, NS	148	00175265 and 40307514
Harbour Edge Portfolio	237 Roleika Drive, Dartmouth, NS	29	00171918
	490 Wiley Avenue, Windsor, NS	39	45050374
	550 Herring Cove Road, Halifax, NS	23	40095234
	611 Herring Cove Road, Halifax, NS	12	00279349
	123 Pinecrest Drive, Dartmouth, NS	23	00036590
	38 Trinity Avenue, Dartmouth, NS	12	00063560 and 00063578
	4 Alfred Street, Dartmouth, NS	11	00098236
First National Portfolio	67 Caledonia Road, Dartmouth, NS	12	00171991
	532 Herring Cove Road, Halifax, NS	24	40095333
	534 Herring Cove Road, Halifax, NS	24	409095325
	65, 67, 69 & 73 Dominion Street, Glace Bay, NS	37	15435720, 15192149, 15192156 and 15267214
	32 Primrose Street, Dartmouth, NS	0	00037937
	19 Primrose Street, Dartmouth, NS	21	00037028
	190 Oakdene Avenue, Kentville, NS	41	55266670, 55034300 and 55341473
	40 Brule, Dartmouth, NS	1	00037721
	113 Pinecrest Drive, Dartmouth, NS	8	00036632
	117 Pinecrest Drive, Dartmouth, NS	13	00036616
	119 Pinecrest Drive, Dartmouth, NS	0 (land)	0003608
	85 Pinecrest Drive, Dartmouth, NS	20	40762486, 41288549 and 00037754
WBLI Portfolio	105 Pinecrest Drive, Dartmouth, NS	6	00036673
	109 Pinecrest Drive, Dartmouth, NS	6	00036657

	111 Pinecrest Drive, Dartmouth, NS	6	00036640
	133 Pinecrest Drive, Dartmouth, NS	6	00036871
	117 Albro Lake Road, Dartmouth, NS	11	00057422
	12 Trinity Avenue, Dartmouth, NS	15	00090662, 40259913, 40259905 and 40259921
	7 Kennedy Drive, Dartmouth, NS	34	41315680
	9 & 11 Kennedy Drive, Dartmouth, NS	59	00179028
	24 Roleika Drive, Dartmouth, NS	23	40762619, 00170357 and 40762601
	5 Forbes Street, Halifax, NS	14	40095986
	3 Autumn Drive, Halifax, NS	21	00334094
	44 River Road, Halifax, NS	15	00334094
	451 Herring Cove Road, Halifax, NS	15	00333302
	498 Herring Cove Road, Halifax, NS	11	40095424
	536 Herring Cove Road, Halifax, NS	24	40095317
	538 Herring Cove Road, Halifax, NS	24	40095309
	540 Herring Cove Road, Halifax, NS	21	40095291
	6, 8, 9 & 14 Galaxy Avenue, Dartmouth, NS	45	40878415, 00227280, 40885824, 00226753 and 40885782
	384.5 Portland Street, Dartmouth, NS	25	00221721
	39, 43 & 45 Jefferson Lane, Sydney, NS	36	15434103

The following other Nova Scotia Subject Assets relating to the foregoing Lands:

- Buildings;
- 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.