

COURT FILE NUMBER 1703-21274
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID



IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL CORP.

APPLICANT ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of 1679775 ALBERTA LTD., REID-
BUILT HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL CORP.

DOCUMENT APPLICATION
(Sale Approval and Vesting Orders re
Shepherd West Ltd/Lakeview/Solar Citee)

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya Badami

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

Date:	June 28, 2019
Time:	8:30 A.M.
Where:	Edmonton Law Courts
Before Whom:	The Honourable Mr. Justice R.A. Graesser

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. Alvarez and Marsal Canada Inc. in its capacity as Court-appointed Receiver (the **Receiver**) of the current and future assets, undertakings and properties of Reid-Built Homes Ltd., 1679775 Alberta Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (each, a **Debtor**, and collectively referred to as the **Debtors**), seeks the following relief:
 - a. Dispensing with service of this Application and supporting materials.
 - b. Orders, substantially in the form attached hereto as **Schedule "A"**, vesting certain assets of the Debtors to certain Purchasers free and clear of all Claims, pursuant to the terms of the Offers to Purchase, and approving the Transactions (all capitalized terms in this sub-paragraph are as defined in the Orders attached hereto as Schedule "A").

Grounds for making this application:

2. On November 2, 2017, Alvarez & Marsal Canada Inc. was appointed as Receiver over the current and future assets, undertakings and properties of the Debtors pursuant to a Consent Receivership Order granted by the Honourable Justice Hillier (**Receivership Order**).
3. On January 22, 2018, the Receiver commenced a sales process (**Sales Process**) seeking offers to purchase the right, title, and interest in certain of the Debtors' assets including the various Purchased Assets and Lands, and which are the subject of the Transactions contemplated by the proposed Sale Approval and Vesting Orders attached hereto at Schedule "A".
4. A summary of the Transactions is found in the Receiver's Sixteenth Report, dated June 20, 2019 (the **Sixteenth Report**).
5. The Receiver believes that approval of the Transactions is in the best interest of all stakeholders for the following reasons:
 - a. the results of the Sales Process and the extent to which the offer represents the highest and best price for the Lands;
 - b. the Receiver is acting in good faith and with due diligence with respect to the Transactions;

- c. the Receiver believes that the Transactions were negotiated between the parties at arm's length and in good faith and are each commercially reasonable;
 - d. the Receiver believes that the Transactions were the result of a fair and robust marketing process;
 - e. the overall execution risk associated with the Transactions contemplated by the Offers to Purchase including the reputation and wherewithal of the subject Purchasers to complete the Transactions;
 - f. the requested Orders will not result in prejudice to existing or anticipated claimants for indebtedness owing by the Debtors or any one of them.
6. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or Evidence to be relied on:

- 7. The Receivership Order;
- 8. The Second Report and the Sixteenth Report of the Receiver;
- 9. The pleadings and Orders in this Action;
- 10. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

- 11. Rules 6.3(1), 6.9(1), and 6.28 - 6.36 of the Alberta *Rules of Court*.
- 12. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

- 13. The Alberta *Rules of Court*.
- 14. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

- 15. There are no irregularities complained of or objections relied on.

How the application is proposed to be heard or considered:

- 16. Oral submissions by counsel.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is heard or considered.

SCHEDULE A

COURT FILE NUMBER

1703-21274

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

DEFENDANTS

ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP.

APPLICANT

ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of 1679775 ALBERTA LTD., REID-
BUILT HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP.

DOCUMENT

SALE APPROVAL AND VESTING ORDER
(Shepherd West Ltd. [8 Reid Lots])
(Shepherd West Ltd. [1 Reid Lot])

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: June 28, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving two (2) sale transactions (collectively, the **Transaction**) contemplated by two (2) agreements of purchase and sale each between the Receiver and Shepherd West Ltd. (the **Purchaser**) the first accepted June 17, 2019, for eight (8) lots (the **First Agreement**) and the second accepted June 17, 2019, for one (1) lot (the **Second Agreement**, and together with the First Agreement, collectively, the **Sale Agreement**) and described in the Sixteenth Report of the Receiver, filed (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

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, and 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.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets.

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. **151 020 139, 151 020 143, 151 020 144, 151 020 145, 151 020 147, 151 020 148, 151 120 549, 151 120 533 and 151 020 107**, and legally described as, respectively:

First Agreement

PLAN 1411906
BLOCK 7
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7
LOT 11
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7
LOT 16
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1411906
BLOCK 7

LOT 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

Second Agreement

PLAN 1412549
BLOCK 8
LOT 84
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the **Lands**), and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Receiver's Certificate (and listed in duplicate on **Schedule "B"** to this Order). The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors or any one of them.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Asset, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Asset, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors or any one of them.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction

under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-registered lien claimant(s) or security claimant(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 orders as to provide such assistance to the Receiver, as an officer of this 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. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE A

Form of Receiver's Certificate

COURT FILE NUMBER

1703-21274

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

DEFENDANTS

ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF
1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., ANCHORVIEW CAPITAL CORP., and REID CAPITAL CORP.

DOCUMENT

RECEIVER'S CERTIFICATE
(Shepherd West Ltd. [8 Reid Lots])
(Shepherd West Ltd. [1 Reid Lot])

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., Anchorview Capital Corp., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated June 28, 2019, the Court approved two (2) agreements of purchase and sale the first accepted on June 17, 2019, for 8 lots, and the second accepted on June 17, 2019, for 1 lot (collectively, the **Sale Agreement**) each between the Receiver and Shepherd West Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtor's respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. For the purposes of the Land Titles Office (Alberta), the Permitted Encumbrances are as set out in Schedule "A" hereto; and
4. The Transaction has been completed to the satisfaction of the Receiver.
5. This Certificate was delivered by the Receiver at _____ (time) on _____, 2019.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per:_____

**Name: Todd Martin, Alvarez & Marsal
Canada Inc.**

Title: Senior Vice President

SCHEDULE B

First Agreement – 8 lots

LEGAL:

PLAN 1411906

BLOCK 7

LOT 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 139

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
151 020 149	21/01/2015	MORTGAGE MORTGAGEE – ROYAL BANK OF CANADA ORIGINAL PRINCIPAL AMOUNT: \$35,000,000
151 020 150	21/01/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – ROYAL BANK OF CANADA
171 172 706	03/08/2017	MORTGAGE MORTGAGE – ROYAL BANK OF CANADA ORIGINAL PRINCIPAL AMOUNT: \$50,000,000
171 172 707	03/08/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – ROYAL BANK OF CANADA

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 230 308	16/10/2017	BUILDER'S LIEN LIENOR – TBA CLEANING SERVICES LTD. AMOUNT: \$1,706
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1411906

BLOCK 7

LOT 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 143

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 105 564	18/05/2017	MORTGAGE MORTGAGEE – COBRA MORTGAGE SERVICES LTD. ORIGINAL PRINCIPAL AMOUNT: \$5,000,000
171 105 565	18/05/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – COBRA MORTGAGE SERVICES LTD.
171 127 675	13/06/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1411906

BLOCK 7

LOT 7

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 144

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 105 564	18/05/2017	MORTGAGE MORTGAGEE – COBRA MORTGAGE SERVICES LTD. ORIGINAL PRINCIPAL AMOUNT: \$5,000,000
171 105 565	18/05/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – COBRA MORTGAGE SERVICES LTD.
171 127 675	13/06/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
171 223 689	05/10/2017	BUILDER'S LIEN LIENOR – CANYON PLUMBING & HEATING LTD. AMOUNT: \$3,322
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1411906

BLOCK 7

LOT 8

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 145

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 105 564	18/05/2017	MORTGAGE MORTGAGEE – COBRA MORTGAGE SERVICES LTD. ORIGINAL PRINCIPAL AMOUNT: \$5,000,000
171 105 565	18/05/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – COBRA MORTGAGE SERVICES LTD.
171 127 675	13/06/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1411906

BLOCK 7

LOT 10

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 147

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 105 564	18/05/2017	MORTGAGE MORTGAGEE – COBRA MORTGAGE SERVICES LTD. ORIGINAL PRINCIPAL AMOUNT: \$5,000,000
171 105 565	18/05/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – COBRA MORTGAGE SERVICES LTD.
171 127 675	13/06/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1411906

BLOCK 7

LOT 11

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 148

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 105 564	18/05/2017	MORTGAGE MORTGAGEE – COBRA MORTGAGE SERVICES LTD. ORIGINAL PRINCIPAL AMOUNT: \$5,000,000
171 105 565	18/05/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – COBRA MORTGAGE SERVICES LTD.
171 127 675	13/06/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1411906

BLOCK 7

LOT 16

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 549

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 094 572	05/05/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

Second Agreement – 1 Lot

LEGAL:

PLAN 1411906

BLOCK 7

LOT 29

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 533

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
751 093 709	29/08/1975	UTILITY RIGHT OF WAY GRANTEE – CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
811 178 120	21/09/1981	EASEMENT "EXTENDED BY OVER PORTION DESCRIBED IN CERTIFICATE OF TITLE 811178119"
021 264 976	31/07/2002	UTILITY RIGHT OF WAY GRANTEE – EMBER RESOURCES INC.
141 181 975	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411907

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 181 977	16/07/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF STRATHMORE AS TO PORTION OR PLAN: 1411908
141 181 982	16/07/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR – THE TOWN OF STRATHMORE

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 094 572	05/05/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 067 050	05/04/2019	TAX NOTIFICATION BY – THE TOWN OF STRATHMORE

And any subsequent registration(s) made after April 5, 2019.

LEGAL:

PLAN 1412549

BLOCK 8

LOT 84

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

151 020 107

NAME OF PURCHASERS:

SHEPHERD WEST LTD.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 252 491	19/09/2014	UTILITY RIGHT OF WAY GRANTEE – THE TOWN OF COCHRANE AS TO PORTION OR PLAN: 1412550
141 252 493	19/09/2014	CAVEAT RE: EASEMENT
141 252 494	19/09/2014	EASEMENT AS TO PORTION OR PLAN: 1412552 OVER AND FOR BENEFIT OF – SEE INSTRUMENT
141 252 495	19/09/2014	PARTY WALL AGREEMENT BETWEEN LOTS – SEE INSTRUMENT

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
141 252 497	19/09/2014	CAVEAT RE: DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR- THE TOWN OF COCHRANE
141 252 498	19/09/2014	ENCUMBRANCE ENCUMBRANCEE – FIRESIDE HOMEOWNERS' ASSOCIATION
141 252 499	19/09/2014	RESTRICTIVE COVENANT

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
171 105 564	18/05/2017	MORTGAGE MORTGAGEE – COBRA MORTGAGE SERVICES LTD. ORIGINAL PRINCIPAL AMOUNT: \$5,000,000
171 105 565	18/05/2017	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – COBRA MORTGAGE SERVICES LTD.
171 127 675	13/06/2017	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ROYAL BANK OF CANADA
191 065 111	03/04/2019	TAX NOTIFICATION BY – THE TOWN OF COCHRANE

And any subsequent registration(s) made after April 3, 2019.

COURT FILE NUMBER

1703-21274

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

DEFENDANTS

ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP.

APPLICANT

ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of 1679775 ALBERTA LTD., REID-
BUILT HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP.

DOCUMENT

**SALE APPROVAL AND VESTING ORDER
(Lakeview Developments Inc. [Reid Lots])**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya Badami

DATE ON WHICH ORDER WAS PRONOUNCED: June 28, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Lakeview Developments Inc. (the **Purchaser**) accepted June 4, 2019, (the **Sale Agreement**) and described in the Sixteenth Report of the Receiver, filed (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

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, and 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.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and

iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 132 295 035, 132 295 037, 132 295 039, 132 295 041, 132 294 640, 132 294 642, 132 294 644, 132 294 646, 132 326 078, 132 326 080, 132 326 082, 132 326 084, 132 394 199, 132 394 201, 132 394 203, 132 394 205, 152 255 920, 152 255 921, 152 255 922, 152 255 923, 152 255 924, 152 255 925, 155 255 926, 152 255 927, 152 255 928 and 172 058 658, and legally described as, respectively:

PLAN 1121609
BLOCK 23

LOT 13A

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23

LOT 13B

EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 13C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 14A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 14B
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 14C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 15A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 15B
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 15C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 16A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 16B
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 16C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 16D
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 17A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 17B
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 17C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 17D
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 18A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 18B
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 18C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 18D
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 19A
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 19B
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 19C
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1121609
BLOCK 23
LOT 19D
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 1125303
BLOCK 23
LOT 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the **Lands**), and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Receiver's Certificate (and listed in duplicate on **Schedule "B"** to this Order). The Registrar is expressly authorized and directed to

include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Asset, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Asset, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. Upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-registered lien claimant(s) or security claimant(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having

that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

14. Where by the terms of paragraph 13 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

15. Subject to paragraphs 13 and 14 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 13 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

16. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 13 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Asset.

MISCELLANEOUS MATTERS

17. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 orders as to provide such assistance to the Receiver, as an officer of this 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. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

19. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE A

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF 1679775 ALBERTA LTD., REID-BUILT HOMES LTD., REID WORLDWIDE CORPORATION, BUILDER'S DIRECT SUPPLY LTD., REID BUILT HOMES CALGARY LTD., REID INVESTMENTS LTD., 1852512 ALBERTA LTD., ANCHORVIEW CAPITAL CORP., and REID CAPITAL CORP.

DOCUMENT RECEIVER'S CERTIFICATE
(Lakeview Developments Inc.)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

Phone: +1 403.267.8222
Fax: +1 403.264.5973
Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com
Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (together, the **Debtors**).
- B. Pursuant to an Order of the Court dated June 28, 2019, the Court approved the agreement of purchase and sale made as of June 4, 2019 (the **Sale Agreement**) between the Receiver and Lakeview Developments Inc. (the **Purchaser**) and provided for the vesting in the Purchaser of the

Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. For the purposes of the Land Titles Office (Alberta), the Permitted Encumbrances are as set out in Schedule "A" hereto; and
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 Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., AND REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

**Name: Todd Martin, Alvarez &
Marsal Canada Inc.**

Title: Senior Vice President

SCHEDULE B

LEGAL:

PLAN 1121609
BLOCK 23
LOT 13A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 295 035

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 086 780	07/04/2017	Mortgage Mortgagee – 1245233 Alberta Inc. Mortgagee – 1193770 Alberta Ltd. Mortgagee – 373624 Alberta Ltd. Mortgagee – Solar Star Holdings Inc. Original Principal Amount: \$4,000,000
172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 13B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 295 037

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
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172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 13C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 295 039

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 14A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 295 041

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

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LEGAL:

PLAN 1121609
BLOCK 23
LOT 14B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 294 640

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 14C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 294 642

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 15A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 294 644

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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LEGAL:

PLAN 1121609
BLOCK 23
LOT 15B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 294 646

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 15C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 326 078

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 16A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 326 080

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 16B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 326 082

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 16C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 326 084

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 16D
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 394 199

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

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LEGAL:

PLAN 1121609
BLOCK 23
LOT 17A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 394 201

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 17B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 394 203

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
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LEGAL:

PLAN 1121609
BLOCK 23
LOT 17C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

132 394 205

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
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122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 086 780	07/04/2017	Mortgage Mortgagee – 1245233 Alberta Inc. Mortgagee – 1193770 Alberta Ltd. Mortgagee – 373624 Alberta Ltd. Mortgagee – Solar Star Holdings Inc. Original Principal Amount: \$4,000,000
172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 17D
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 920

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 18A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 921

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 086 780	07/04/2017	Mortgage Mortgagee – 1245233 Alberta Inc. Mortgagee – 1193770 Alberta Ltd. Mortgagee – 373624 Alberta Ltd. Mortgagee – Solar Star Holdings Inc. Original Principal Amount: \$4,000,000
172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 18B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 922

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 18C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 923

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 086 780	07/04/2017	Mortgage Mortgagee – 1245233 Alberta Inc. Mortgagee – 1193770 Alberta Ltd. Mortgagee – 373624 Alberta Ltd. Mortgagee – Solar Star Holdings Inc. Original Principal Amount: \$4,000,000
172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 18D
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 924

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 19A
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 925

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 086 780	07/04/2017	Mortgage Mortgagee – 1245233 Alberta Inc. Mortgagee – 1193770 Alberta Ltd. Mortgagee – 373624 Alberta Ltd. Mortgagee – Solar Star Holdings Inc. Original Principal Amount: \$4,000,000
172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 19B
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 926

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 19C
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 927

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1121609
BLOCK 23
LOT 19D
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

152 255 928

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
112 072 602	16/03/2011	Utility Right of Way Grantee – The City of Spruce Grove As to Portion or Plan: 1121610 As to Area "A"
122 047 186	14/02/2012	Agreement Re: Restrictive Covenant and Easement
122 047 187	14/02/2012	Party Wall Agreement

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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172 086 781	07/04/2017	Caveat Re: Assignment of Rents and Leases Caveator – 1245233 Alberta Inc. Caveator – 1193770 Alberta Ltd. Caveator – 373624 Alberta Ltd. Caveator – Solar Star Holdings Inc. Agent – Michael Bagan
172 159 866	22/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

LEGAL:

PLAN 1125303
BLOCK 23
LOT 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

172 058 658

NAME OF PURCHASER:

LAKEVIEW DEVELOPMENTS INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 453 308	06/10/2006	Easement As to Portion or Plan: 0626133
082 087 811	26/02/2008	Caveat Re: Lease Caveator – Landmark Cinemas Canada G.P. Ltd.
092 373 636	16/10/2009	Easement
092 373 658	16/10/2009	Caveat Re: Restrictive Covenant
112 072 604	16/03/2011	Utility Right of Way Grantee – Century Crossing Inc. As to Portion or Plan: 1121611 As to Area "A"

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
112 135 500	11/05/2011	Caveat Re: Development Agreement pursuant to Municipal Government Act Caveator – The City of Spruce Grove Agent – David Hales
112 333 446	20/10/2011	Caveat Re: Utility Right of Way Caveator – Atco Gas and Pipelines Ltd.
112 366 625	15/11/2011	Caveat Re: Development Agreement pursuant to Municipal Government Act Caveator – The City of Spruce Grove Agent – David Hales

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
172 058 657	02/03/2017	Caveat Re: Purchaser Interest Caveator – Brickton Buildings Corporation Agent – Curtis Long
172 160 542	23/06/2017	Caveat Re: Agreement Charging Land Caveator – Royal Bank of Canada Agent – Robert J De Guzman
172 200 823	03/08/2017	Mortgage Mortgagee – Royal Bank of Canada Original Principal Amount: \$50,000,000
172 200 824	03/08/2017	Caveat Re: Assignment of Rents and Leases Caveator – Royal Bank of Canada Agent – Robert J De Guzman
192 072 484	27/03/2019	Tax Notification By – The City of Spruce Grove

And any subsequent registration(s) made after March 27, 2019.

COURT FILE NUMBER

1703-21274

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

DEFENDANTS

ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
REID CAPITAL CORP., and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP
OF 1679775 ALBERTA LTD., REID-BUILT
HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP.

APPLICANT

ALVAREZ & MARSAL CANADA INC., in its
capacity as Court-appointed Receiver of the
current and future assets, undertakings and
properties of 1679775 ALBERTA LTD., REID-
BUILT HOMES LTD., REID WORLDWIDE
CORPORATION, BUILDER'S DIRECT
SUPPLY LTD., REID BUILT HOMES
CALGARY LTD., REID INVESTMENTS LTD.,
1852512 ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP.

DOCUMENT

**SALE APPROVAL AND VESTING ORDER
(Energy Crossing Leduc Inc., nominee and
assignee of Solar Cittee Developments
Ltd. [Reid Lots])**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

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

Phone: +1 403.267.8222

Fax: +1 403.264.5973

Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

DATE ON WHICH ORDER WAS PRONOUNCED: June 28, 2019

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Mr. Justice R. A. Graesser

UPON THE APPLICATION by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the **Receiver**) of the current and future assets, undertakings, and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (collectively, the **Debtors**) for an order approving the sale transaction (the **Transaction**) contemplated by an agreement of purchase and sale between the Receiver and Energy Crossing Leduc Inc., nominee and assignee of Solar Cittee Developments Ltd. (the **Purchaser**) dated June 7, 2019, (the **Sale Agreement**) and described in the Sixteenth Report of the Receiver, filed (the **Report**), and upon noting the registered security interests set out in **Schedule "B"** to this Order, and vesting in the Purchaser the Debtors' respective right, title, and interest in and to the assets described in the Sale Agreement (the **Purchased Assets**);

AND UPON HAVING READ the Receivership Order dated November 2, 2017, (the **Receivership Order**), and the Report; **AND UPON HEARING** the submissions of counsel for the Receiver and any other interested parties that may be present; **AND UPON IT APPEARING** that service has been effected;

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, and 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.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby approved. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

3. Upon the delivery of a Receiver's certificate to the Purchaser substantially in the form set out in **Schedule "A"** hereto (the **Receiver's Certificate**), and upon the Purchaser having confirmed to the Receiver the Purchaser's satisfaction or waiver of the due diligence conditions on or before the Condition Date set out in the Sale Agreement, all of the Debtors' respective right, title, and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and

whether secured, unsecured or otherwise (collectively, the **Claims**) including, without limiting the generality of the foregoing:

- i. any encumbrances or charges created by the Receivership Order or any other Orders granted in the Receivership Proceedings;
- ii. all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- iii. for greater certainty, this Court orders that all of the Claims affecting or relating to the Assets are hereby expunged and discharged as against the Assets,

4. Upon the delivery of the Receiver's Certificate, and upon the filing of a certified copy of this Order, together with any applicable registration fees, the Registrar of Land Titles of Alberta (the **Registrar**) is hereby authorized, requested, and directed to cancel the existing Certificate of Title Nos. 162 093 082, 162 093 082 +1, 162 093 082 +2, 162 093 082 +3, 162 093 082 +4, 162 093 082 +5, 162 093 082 +6, 162 093 082 +7, 162 093 082 +8, 162 093 082 +9, 162 093 082 +10, 162 093 082 +11, 162 093 082 +12, 162 093 082 +13, 162 093 082 +14, 162 093 082 +15, 162 093 082 +16, 162 093 082 +17, 162 093 082 +18, 162 093 082 +19, 162 093 082 +20, 162 093 082 +21, 162 093 082 +22, 162 093 082 +23, 162 093 082 +24, 162 093 082 +25, 162 093 082 +26, 162 093 082 +27, 162 093 082 + 28, 162 093 082 +29, 162 093 082 +30, 162 093 082 +31 and 162 093 082 +32, and legally described as, respectively:

CONDOMINIUM PLAN 1621292

UNIT 1

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 2

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 3

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 4

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 5

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 6

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 7

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 8

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 9

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 10

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 11

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 12

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 13

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 14

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 15

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 16

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 17

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 18

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 19

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 20

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 21

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 22

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 23

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 24

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 25

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 26

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 27

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 28

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 29

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 30

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 31

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT 32

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM PLAN 1621292

UNIT A

AND 3000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the **Lands**), and to issue new Certificates of Title for the Lands in the name of the Purchaser, and to register such transfers, discharges, discharge statements of conveyances, as may be required to convey clear title to the Lands to the Purchaser, which Certificates of Title shall be subject only to those encumbrances (the **Permitted Encumbrances**) listed on **Schedule "A"** to the Receiver's Certificate (and listed in duplicate on **Schedule "B"** to this Order). The Registrar is expressly authorized and directed to include in the discharge of the encumbrances registered against the Lands, all encumbrances registered after the date the Receivership Order was granted.

5. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the Land Titles Act, RSA 2000, c. L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever in respect of any Claims against the Debtors.

7. The Debtors and all persons who claim by, through or under the Debtors in respect of the Purchased Asset, save and except for the persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Purchased Assets and, to the extent that any such persons remains in possession or control of any of the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.

8. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for their own use and benefit without any interference of or by the Debtors, or any person claiming by or through or against the Debtors.

9. Immediately after the closing of the Transaction, the holders of the Permitted Encumbrances shall have no claim whatsoever against the Receiver or any of the Debtors.

10. The Receiver is to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

11. Notwithstanding:

- i. the pendency of these proceedings;
- ii. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- iii. any assignment in bankruptcy made in respect of any of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

12. The Receiver, the Purchaser, and any other interested party, shall be at liberty to apply for further advice, assistance and directions 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.

PRIORITIES AND DISTRIBUTION OF NET PROCEEDS

13. The Purchase Price paid by the Purchaser for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement shall be held by the Receiver's solicitor (Norton Rose Fulbright Canada LLP) in trust pending a resolution in due course between Canadian Western Bank (as first priority mortgagee) and the Receiver as to an allocation determination and agreement on certain charges, including, but not limited to, the Receiver's charge, property taxes, and other holding costs.

14. Subject to the terms of paragraph 13 of this Order, and upon delivery of the Receiver's Certificate, the Receiver is authorized to distribute the net proceeds from the sale of the Purchased Assets to any prior-registered lien claimant(s) or security claimant(s) having a claim against the Lands, as listed in **Schedule "B"** to this Order, and in accordance with the priority of such claim(s) with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale, provided that such distribution shall only be made upon the Receiver's confirming the validity of the prior-registered security claimant's security and outstanding indebtedness.

15. Where by the terms of paragraph 14 of this Order any registered security claimant is not entitled to receive a distribution or payment from the net proceeds from the sale of the Purchased Assets, such net proceeds may be distributed by the Receiver in accordance with the administration of the receivership estate.

16. Subject to paragraphs 14 and 15 of this Order, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets after any distribution is made to any valid, registered security claimant(s) identified in paragraph 14 of this Order, shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

17. For certainty, if the net proceeds from the sale of the Purchased Assets are insufficient to fully satisfy the Claims of the security claimants identified in paragraph 14 of this Order, then subsequently registered Claims can expect no distributions or payments from the net proceeds from the sale of the Purchased Assets.

MISCELLANEOUS MATTERS

18. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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 orders as to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

19. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.

20. Service of this Order on any party not attending this application is hereby dispensed with.

J.C. C.Q.B.A.

SCHEDULE A

Form of Receiver's Certificate

COURT FILE NUMBER 1703-21274

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

Clerk's Stamp

PLAINTIFF

DEFENDANTS

ROYAL BANK OF CANADA
1679775 ALBERTA LTD., REID-BUILT HOMES
LTD., REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., REID CAPITAL CORP.,
and EMILIE REID

IN THE MATTER OF THE RECEIVERSHIP OF
1679775 ALBERTA LTD., REID-BUILT HOMES
LTD., REID WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD., REID
BUILT HOMES CALGARY LTD., REID
INVESTMENTS LTD., 1852512 ALBERTA
LTD., ANCHORVIEW CAPITAL CORP., and
REID CAPITAL CORP.

DOCUMENT

RECEIVER'S CERTIFICATE
(Energy Crossing Leduc Inc., nominee and
assignee of Solar Cittee Developments Ltd.)

ADDRESS FOR SERVICE AND

Norton Rose Fulbright Canada LLP

CONTACT INFORMATION OF

400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

PARTY FILING THIS
DOCUMENT

Phone: +1 403.267.8222

Fax: +1 403.264.5973

Email: howard.gorman@nortonrosefulbright.com /
aditya.badami@nortonrosefulbright.com

Attention: Howard A. Gorman, Q.C. / Aditya M. Badami

RECITALS

- A. Pursuant to an Order of the Honourable Justice Hillier of the Court of Queen's Bench of Alberta, Judicial District of Edmonton (the **Court**) dated November 2, 2017, Alvarez & Marsal Canada Inc., was appointed as the receiver (the **Receiver**) of the current and future assets, undertakings,

and properties of 1679775 Alberta Ltd., Reid-Built Homes Ltd., Reid Worldwide Corporation, Builder's Direct Supply Ltd., Reid Built Homes Calgary Ltd., Reid Investments Ltd., 1852512 Alberta Ltd., Anchorview Capital Corp., and Reid Capital Corp. (together, the **Debtors**).

- B. Pursuant to an Order of the Court dated June 28, 2019, the Court approved the agreement of purchase and sale made as of June 7, 2019, (the **Sale Agreement**) between the Receiver and Energy Crossing Leduc Inc., nominee and assignee of Solar Cittee Developments Ltd. (the **Purchaser**) and provided for the vesting in the Purchaser of the Debtors' respective right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The due diligence conditions contained in the Sale Agreement have been satisfied or waived by the Purchaser on or before the Condition Date pursuant to the Sale Agreement;
3. The conditions to Closing as set out in Article 12 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
4. For the purposes of the Land Titles Office (Alberta), the Permitted Encumbrances are as set out in Schedule "A" hereto; and
5. The Transaction has been completed to the satisfaction of the Receiver.
6. This Certificate was delivered by the Receiver at _____ (time) on _____, 2019.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Court-appointed
Receiver and Manager of the current
and future assets, undertakings and
properties of 1679775 ALBERTA
LTD., REID-BUILT HOMES LTD., REID
WORLDWIDE CORPORATION,
BUILDER'S DIRECT SUPPLY LTD.,
REID BUILT HOMES CALGARY LTD.,
REID INVESTMENTS LTD., 1852512
ALBERTA LTD., ANCHORVIEW
CAPITAL CORP., and REID CAPITAL
CORP., and not in its personal
capacity.**

Per: _____

Name: Todd Martin
Alvarez & Marsal Canada Inc.

Title: Senior Vice President

SCHEDULE B

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 1
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 2
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +1

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 3
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +2

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 4
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +3

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 5
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +4

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 6

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +5

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 7
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +6

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 8

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +7

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 9
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +8

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 10
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +9

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 11
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +10

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 12
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +11

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 13
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +12

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 14

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +13

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 15

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +14

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 16
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +15

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 17
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +16

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 18
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +17

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 19

AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +18

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 20
AND 50 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +19

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 21

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +20

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292

UNIT 22

AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +21

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 23
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +22

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 24
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +23

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 25
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +24

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 26
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +25

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 27
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +26

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 28
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +27

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 29
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +28

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 30
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +29

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 31
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +30

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT 32
AND 500 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +31

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.

LEGAL:

CONDOMINIUM PLAN 1621292
UNIT A
AND 3000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER:

162 093 082 +32

NAME OF PURCHASER:

ENERGY CROSSING LEDUC INC.

PERMITTED ENCUMBRANCES:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
1079MC	01/09/1960	ZONING REGULATIONS BY HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT ZONING REGULATIONS 1079MC REVOKED AND REPLACED BY 872008104 (MEMO: 08-06-1992)
122 273 335	21/08/2012	UTILITY RIGHT OF WAY GRANTEE – THE CITY OF LEDUC AS TO PORTION OR PLAN: 1223337 AS TO AREAS "A", "B", "C" AND "D"
132 214 139	16/07/2013	UTILITY RIGHT OF WAY GRANTEE – THE CITY OF LEDUC AS TO PORTION OR PLAN: 1323050 AS TO AREAS "A", "B", "C"
162 004 790	08/01/2016	UTILITY RIGHT OF WAY GRANTEE – TELUS COMMUNICATIONS INC.

NON-PERMITTED ENCUMBRANCES TO BE DISCHARGED FROM TITLE TO THE PROPERTY:

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
152 059 077	20/02/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK ORIGINAL PRINCIPAL AMOUNT: \$1,625,000
152 059 078	20/02/2015	CAVEAT RE: ASSIGNMENT OF RENTS AND LEASES CAVEATOR – CANADIAN WESTERN BANK
162 007 976	12/01/2016	AMENDING AGREEMENT AMOUNT: \$7,250,000 AFFECTS INSTRUMENT: 152 059 077
172 278 948	24/10/2017	BUILDER'S LIEN LIENOR – HIGH STANDARD LANDSCAPE AMOUNT: \$10,321
192 075 073	01/04/2019	TAX NOTIFICATION BY – THE CITY OF LEDUC

And any subsequent registration(s) made after April 1, 2019.