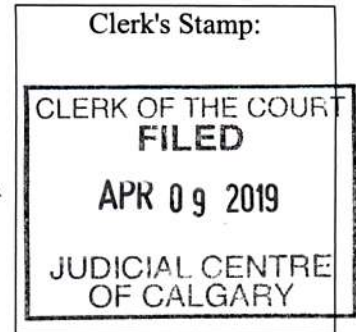


COURT FILE NUMBER 1701-07646
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF CONNECT FIRST CREDIT UNION



DEFENDANT LREIT HOLDINGS 34 CORPORATION, LANESBOROUGH REAL ESTATE INVESTMENT TRUST, CHARLES K. LOBWEN, trustee of LANESBOROUGH REAL ESTATE INVESTMENT TRUST, ARNI C. THORSTEINSON, trustee of LANESBOROUGH REAL ESTATE INVESTMENT TRUST and EARL S. COLEMAN, trustee of LANESBOROUGH REAL ESTATE INVESTMENT TRUST

DOCUMENT **APPLICATION TO AMEND AND RESTATE CONSENT RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 - 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: David LeGeyt
Phone Number: (403) 260-0210
Fax Number: (403) 260-0332
Email address: dlegeyt@bdplaw.com
File no.: 64793-2

NOTICE TO RESPONDENTS on the Service List attached as Schedule "A".

This application is made against you. You are the Respondents.

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

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

Date: April 17, 2019
Time: 2:00 pm
Where: Calgary Courts Centre, 601 5th Street SW, Calgary, AB
Before Whom: The Honourable Justice Campbell

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 & Marsal Canada Inc. in its capacity as Court-appointed receiver and manager (the "**Receiver**") of LREIT Holdings 34 Corporation (the "**Debtor**") and of the beneficial interest of Lanesborough Real Estate Investment Trust ("**Lanesborough**") in the Property as defined in the Consent Receivership Order granted February 28, 2019 (the "**Consent Receivership Order**") respectfully seeks the following relief:
 - (a) an Order, in substantially the form attached as **Schedule "B"**:
 - (b) declaring that the time for service of the within application (the "**Application**") and supporting materials be abridged, that the Application is properly returnable today and that service of this Application and the First Report of the Receiver dated April 9, 2019 (the "**First Report**") on the service list (attached hereto as **Schedule "A"**) is validated and deemed good and sufficient and time for service is abridged to that actually given and that further service of the Application be dispensed with;
 - (c) amending and restating the Consent Receivership Order to (A) correct an error in the description of the Property; (B) appoint the Receiver as an administrator of Condominium Corporation No. 1820957 (the "**Condo Corp.**") pursuant to section 58 of the *Condominium Property Act*, RSA 2000 c C-22, and (C) relieve the Receiver as administrator of the Condo Corp. from the requirements to hold annual general meetings, set a budget, and prepare a reserve study as otherwise required by the *Condominium Property Act*.; and
 - (d) such other relief as may be sought by the Receiver and granted by this Honourable Court.

Grounds for making this application:

2. On February 28, 2019, Connect First Credit Union sought and obtained the Consent Receivership Order appointing the Receiver as receiver and manager of:

- (a) all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate;
- (b) all of the right, title, and interest of the Debtor, and of Lanesborough, in the lands legally described as:

PLAN 0425943

BLOCK 11

LOT 1

CONTAINING 2.25 HECTARES (5.56 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS,

(the "**Lands**"); and

- (c) all of the right, title, and interest of the Debtor, and of Lanesborough, in all chattels located on the Lands (the "**Chattels**"),

and all proceeds thereof.

(collectively, the "**Property**");

3. The Consent Receivership Order expressly provides at paragraph 32:

Any interested party may apply to this Court to vary or amend this Order on not less than 5 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

4. The legal description of the Lands is now incorrect.

5. The Receiver is an interested party.

6. Circumstances have changed such that amendment to the Consent Receivership Order is warranted.

7. The requested amendments to the Consent Receivership Order will not prejudicially affect the position of the parties who have relied *bona fide* on the original Consent Receivership Order.

8. Amendment to the Consent Receivership as set out in Schedule "B" to this Application is just and expedient.
9. This Application to amend the Consent Receivership Order is made promptly.

Amending the Legal Description of the Property

10. The legal description of the Lands set out in the Consent Receivership is incorrect as a result of the subsequent condominiumization of the Lands and should be replaced with the legal description of the individual condominium units to which legal title is registered in the name of the Debtor, as set out in Schedule "B" to the proposed form of Order.

Appointment of the Receiver as Administrator

11. The Receiver has been appointed as receiver over the Debtor, which owns 102 of the 107 units of Condominium Plan No. 1820957, commonly referred to as Woodland Park ("**Woodland Park**").
12. All of the directors of the Condo Corp. resigned on February 28, 2019, the date the Receiver was appointed.
13. Also on February 28, 2019, the current property manager, Shelter Canadian Properties Limited ("**Shelter**") gave 60 days' notice to terminate the Condominium Management Agreement dated April 1, 2018 between the Condo Corp. and Shelter (the "**Condominium Management Agreement**"). Pursuant to the Condominium Management Agreement, Shelter served the role of property manager, which included responsibility for maintaining the common elements of Woodland Park.
14. As a result, the Condo Corp. currently does not have a Board of Directors and as of April 30, 2019 will not have a property manager.
15. The appointment of receiver and manager of the Property does not provide the Receiver with the power or ability to act for the Condo Corp.
16. Appointment of the Receiver as an administrator of the Condo Corp. is in the best interest of all unit owners of Woodland Park in order to ensure order is maintained and the common areas are managed and maintained in order to preserve the value of the units of Woodland Park.

17. To reduce administrative expenses for all unit owners of Woodland Park, including the estate of the Debtor and Lanesborough, the Receiver should not be obligated to perform certain duties required under the *Condominium Property Act*, unless it deems such duties necessary.
18. The amendment of the Consent Receivership Order to include the immediate appointment of the Receiver as administrator of the Condo Corp. is necessary to protect and preserve the value of the Property and to aid in the governance of Woodland Park for the benefit of all units.
19. Such further and other grounds as counsel may advise and as this Honourable Court may permit.

Material or evidence to be relied on:

20. First Report of the Receiver dated April 9, 2019.
21. Brief of Law of the Receiver.
22. Affidavit of Keith Richard sworn June 6, 2017.
23. Affidavit of Kunle Popoola sworn February 21, 2019.
24. All pleadings and proceedings herein.

Applicable rules:

25. *The Alberta Rules of Court.*

Applicable Acts and regulations:

26. *Bankruptcy and Insolvency Act (Canada).*
27. *Judicature Act (Alberta).*
28. *Law of Property Act (Alberta).*
29. *Condominium Property Act (Alberta).*
30. *Condominium Property Regulation (Alberta).*
31. Such further and other acts and regulations as this Honourable Court may allow.

How the application is proposed to be heard or considered:

32. Before the Honourable Justice Campbell.

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 rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant

Schedule "A"

Service List

See attached.

Alvarez & Marsal Canada Inc. re LREIT Holdings 34 Corporation

Service List

64793-1

Updated April 9, 2019

Party	Email Address or Facsimile Number	Representing/Notes
<p>Burnet, Duckworth & Palmer LLP 2400, 525 – 8 Street SW Calgary, AB T2P 1G1</p> <p>Attention: David LeGeyt</p>	<p align="center">dlegeyt@bdplaw.com</p>	<p align="center">Alvarez & Marsal</p>
<p>Condominium Corporation No. 1820957 2600 – 7 Evergreen Place Winnipeg, Manitoba R3L 2T3</p>		
<p>2668921 Manitoba Ltd., LREIT Holdings 34 Corporation, Lanesborough Real Estate Investment Trust, and Shelter Canadian Properties Limited 2600 Seven Evergreen Place Winnipeg, MB R3L 2T3</p> <p>Attention: Arni Thorsteinson, Kelsey Wiebe, and Janice Braun</p>	<p align="center">mmartin@scpl.com / jbrown@scpl.com / kwiebe@scpl.com / arni@scpl.com</p>	
<p>Norton Rose Fulbright Canada LLP 400 3rd Avenue SW, Suite 3700 Calgary, AB T2P 4H2</p>	<p align="center">aaron.bowler@nortonrosefulbright.com / aditya.badami@nortonrosefulbright.com</p>	<p>2668921 Manitoba Ltd., LREIT Holdings 34 Corporation, Lanesborough Real Estate Investment Trust,</p>

<p>Attention: Aaron Bowler and Aditya M. Badami</p>		<p>and Shelter Canadian Properties Limited</p>
<p>Connect First Credit Union Ltd.</p> <p>200, 2850 Sunridge Blvd NE Calgary, AB T1Y 6G2</p> <p>Attention: Kunle Popoola</p>	<p>popoola@connectfirstcu.com</p>	
<p>Fasken Martineau DuMoulin LLP</p> <p>3400, 350 - 7th Avenue S.W. Calgary, AB T2P 3N9</p> <p>Attention: Travis Lysak</p>	<p>tlysak@fasken.com</p>	<p>Connect First Credit Union Ltd.</p>
<p>Court of Queen's Bench of Alberta</p> <p>601 – 5th Street SW Calgary, AB T2P 5P7</p> <p>Attention: Commercial List Coordinator</p>	<p>CommercialCoordinator.QBCalgary@albertacourts.ca</p>	

Email List:

mmartin@scpl.com; jbraun@scpl.com; kwiebe@scpl.com; arni@scpl.com;
aaron.bowler@nortonrosefulbright.com; aditya.badami@nortonrosefulbright.com;
popoola@connectfirstcu.com; tlysak@fasken.com;
CommercialCoordinator.QBCalgary@albertacourts.ca;

Woodlands Park Unit Owners

Party	Email Address or Facsimile Number	Representing/Notes
<p>Dalton Bisset 19 – 230 Wilson Drive Fort McMurray, AB T9H 0A4</p> <p>240 Cokerill Crescent Fort McMurray, AB T9K 2J2</p>		
<p>James T. Kennedy & Carol L. Strasky 20 – 230 Wilson Drive Fort McMurray, AB T9H 0A4</p> <p>8 Village Lane, Antigonish NS, B2G 2L4</p>		
<p>Travis Fischer 25 – 230 Wilson Drive Fort McMurray, AB T9H 0A4</p>		
<p>Spencer Anthony David Costigan 27 – 230 Wilson Drive Fort McMurray, AB T9H 0A4</p> <p>149 Deep Rd, Fort McMurray, AB T9K 1B7</p>		
<p>Robert Baljer & Birgit Riecke 28 – 230 Wilson Drive Fort McMurray, AB T9H 0A4</p> <p>11 Beckett Ave Holland Landing, ON L9N 1E6</p>		

Schedule "B"

Form of Amended and Restated Consent Receivership Order

See attached.

COURT FILE
NUMBER

1701-07646

Clerk's Stamp

COURT

Court of Queen's Bench of Alberta

JUDICIAL CENTRE

Calgary

PLAINTIFF
(APPLICANT)
DEFENDANTS
(RESPONDENTS)

CONNECT FIRST CREDIT UNION LTD.

LREIT HOLDINGS 34 CORPORATION, LANESBOROUGH REAL ESTATE INVESTMENT TRUST, CHARLES K. LOEWEN, trustee of LANESBOROUGH REAL ESTATE INVESTMENT TRUST, ARNI C. THORSTEINSON, trustee of LANESBOROUGH REAL ESTATE INVESTMENT TRUST and EARL S. COLEMAN, trustee of LANESBOROUGH REAL ESTATE INVESTMENT TRUST

DOCUMENT

AMENDED AND RESTATED CONSENT RECEIVERSHIP ORDER

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

Fasken Martineau DuMoulin LLP

Barristers & Solicitors
3400 First Canadian Centre
350 – 7th Avenue S.W.
Calgary, AB T2P 3N9

Travis Lysak
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Fax: 403.261.5351

Arif Chowdhury
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Tel: 403.261.5379
Fax: 403.261.5351

File No.: 299962.00011

~~ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT~~

~~**Fasken Martineau DuMoulin LLP**~~

~~Barristers & Solicitors
3400 First Canadian Centre
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~~Arif Chowdhury
achowdhury@fasken.com
Tel: 403.261.5379
Fax: 403.261.5351~~

~~File No.: 299962.00011~~

Date On Which Order Was Pronounced:

April 17, 2019

Name Of Judge Who Made This Order: The Honourable Madam Justice Campbell

Location Of Hearing: Calgary, Alberta

UPON the application of Connect First Credit Union Ltd. (“**Connect First**”) in respect of Lanesborough Real Estate Investment Trust (“**Lanesborough**”) and LREIT Holdings 34 Corporation (the “**Debtor**”) AND UPON having read the Application and the Affidavit of Keith Richard sworn June 6, 2017, the Confidential Affidavit of Keith Richard sworn June 6, 2017, the Affidavit of Maria Faheem sworn July 14, 2017, and other materials filed in this matter; AND UPON reading the consent of Alvarez & Marsal Canada Inc. to act as receiver and manager (the “**Receiver**”) of the Debtor and of the Property (as defined herein) filed; AND UPON noting the consent of Lanesborough and the Debtor to this Order; AND UPON hearing counsel for Connect First and counsel for Lanesborough and the Debtor;

AND UPON the application of the Receiver (i) to amend and restate this Order, and (ii) in respect of Condominium Corporation No. 1820952 (the “**Condominium Corporation**”); AND UPON having read the Application of the Receiver filed April 9, 2019, the First Report of the Receiver dated April 9, 2019, the brief of the Receiver, and other materials filed in this matter; AND UPON hearing counsel for the Receiver and any other parties present; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this ~~order~~Order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (“**BIA**”), section 13(2) of the *Judicature Act*, RSA 2000, c. J-2. and section 49 of the *Law of Property Act*, RSA 2000, c. L-7, Alvarez & Marsal Canada Inc. is hereby appointed Receiver, without security, of:

- (a) all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate;
- (b) all of the right, title, and interest of the Debtor, and of Lanesborough, in the lands legally described as:

~~PLAN 0425943
BLOCK 11
LOT 1
CONTAINING 2.25 HECTARES (5.56 ACRES) MORE OR
LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS, set
out in Schedule "B" hereto~~ (the "Lands"); and

- (c) all of the right, title, and interest of the Debtor, and of Lanesborough, in all chattels located on the Lands (the "Chattels"),

and all proceeds thereof.

(collectively, the "Property")

3. For the purposes of this Order, "Lanesborough" means the Lanesborough Real Estate Investment Trust, solely with respect to its beneficial interest in the Property.

RECEIVER'S POWERS

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor and Lanesborough, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor and Lanesborough;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor and Lanesborough or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and Lanesborough and to exercise all remedies of the Debtor and Lanesborough in collecting such monies, including, without limitation, to enforce any security held by the Debtor and Lanesborough;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor and Lanesborough;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor and Lanesborough, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor and Lanesborough;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor and Lanesborough, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor and Lanesborough;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor and Lanesborough, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor and Lanesborough;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor and Lanesborough may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor and Lanesborough, and without interference from any other Person.

APPOINTMENT OF ADMINISTRATOR

4.1 Pursuant to section 58 of the *Condominium Property Act*, RSA 2000 c C-22 the Receiver is appointed as administrator of Condominium Corporation No. 1820957 (the "**Condo Corp.**") until further Order of this Honourable Court.

4.2 The Receiver is empowered and authorized to manage the affairs of the Condo Corp. in all respects under the *Condominium Property Act*.

4.3 Unless the Receiver deems it necessary, the Receiver shall not be obligated to perform the following duties:

- (a) Hold an annual general meeting pursuant to s. 30 of the *Condominium Property Act*;
- (b) Set a budget as required under s. 30 of the *Condominium Property Act*; and
- (c) Prepare a reserve fund study as required under s. 23 of the *Condominium Property Regulation*, AR 168/2000.

4.4 For clarity, all of the protections provided to the Receiver by this Order are applicable to the administrator, and the Receiver acting its capacity as administrator.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (a) The Debtor and Lanesborough, (b) all of the Debtor and Lanesborough or Lanesborough's current trustees, directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (c) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Condo Corp., the Debtor and Lanesborough, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR AND LANESBOROUGH OR THE PROPERTY

9. No Proceeding against or in respect of the Debtor and Lanesborough or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor and Lanesborough or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (a) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (b) affect a Regulatory Body’s investigation in respect of the Debtor and Lanesborough or an action, suit or proceeding that is taken in respect of the Debtor and Lanesborough by or before the Regulatory Body, other than the enforcement of a payment

order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtor and Lanesborough, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this paragraph shall (a) empower the Receiver or the Debtor and Lanesborough to carry on any business which the Debtor and Lanesborough is not lawfully entitled to carry on, (b) exempt the Receiver or the Debtor and Lanesborough from compliance with statutory or regulatory provisions relating to health, safety or the environment, (c) prevent the filing of any registration to preserve or perfect a security interest, or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor and Lanesborough, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtor and Lanesborough or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor and Lanesborough are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor and Lanesborough's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal

payment practices of the Debtor and Lanesborough or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees’ rights to terminate their employment, all employees of the Debtor and Lanesborough shall remain the employees of the Debtor and Lanesborough until such time as the Receiver, on the Debtor and Lanesborough’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the

prior use of such information by the Debtor and Lanesborough, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4), 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver's Certificates**”) for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor and Lanesborough.
29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or other jurisdiction in which the Property might be located, 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 and 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.
30. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
31. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor and Lanesborough's estate with such priority and at such time as this Court may determine.
32. Any interested party may apply to this Court to vary or amend this Order on not less than 5 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

33. The Receiver shall establish and maintain a website in respect of these proceedings at <http://www.alvarezandmarsal.com/lreit34> and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and

- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

Justice of the Court of Queen's Bench of
Alberta

Consented to:

NORTON ROSE FULBRIGHT CANADA LLP

Per: _____

Aaron J. Bowler, Partner
Solicitors for the Defendants
LREIT Holdings 34 Corporation and Lanesborough
Real Estate Investment Trust

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the receiver (the "Receiver") of all of the assets, undertakings and properties of LREIT Holdings 34 Corporation and the beneficial interest of Lanesborough Real Estate Investment Trust in the Property, as such term is defined in the Order (as defined below), appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ___ day of _____, ____ (the "Order") made in action number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ● _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the - _____ day of _____, 20____.

Alvarez & Marsal Canada Inc., solely in its capacity
as Receiver of the Property (as defined in the Order),
and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"
THE LANDS

<u>Title Certificate Number</u>	<u>Legal Description</u>
<u>182 098 225</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 1</u> <u>AND 142 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +1</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 2</u> <u>AND 161 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +2</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 3</u> <u>AND 159 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +3</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 4</u> <u>AND 155 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +4</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 5</u> <u>AND 142 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +5</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 6</u> <u>AND 160 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +6</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 7</u> <u>AND 160 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +7</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 8</u> <u>AND 155 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +8</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 9</u> <u>AND 160 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +9</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 10</u> <u>AND 136 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +10</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 11</u> <u>AND 155 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +11</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 12</u> <u>AND 161 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +12</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 13</u> <u>AND 136 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +13</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 14</u> <u>AND 155 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
<u>182 098 225 +14</u>	<u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 15</u> <u>AND 160 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +15</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 16</u> <u>AND 137 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +16</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 17</u> <u>AND 142 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +17</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 18</u> <u>AND 161 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +20</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 21</u> <u>AND 142 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +21</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 22</u> <u>AND 160 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +22</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 23</u> <u>AND 159 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +23</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 24</u> <u>AND 154 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +25</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 26</u> <u>AND 161 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +28</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 29</u> <u>AND 142 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +29</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 30</u> <u>AND 162 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +30</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 31</u> <u>AND 159 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +31</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 32</u> <u>AND 154 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +32</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 33</u> <u>AND 79 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +33</u>	<u>CONDOMINIUM PLAN 1820957</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
	<u>UNIT 34</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +34</u>	<u>UNIT 35</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +35</u>	<u>UNIT 36</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +36</u>	<u>UNIT 37</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +37</u>	<u>UNIT 38</u> <u>AND 72 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +38</u>	<u>UNIT 39</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +39</u>	<u>UNIT 40</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +40</u>	<u>UNIT 41</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +41</u>	<u>UNIT 42</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +42</u>	<u>UNIT 43</u> <u>AND 73 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +43</u>	<u>UNIT 44</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +44</u>	<u>UNIT 45</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +45</u>	<u>UNIT 46</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +46</u>	<u>UNIT 47</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 225 +47</u>	<u>UNIT 48</u> <u>AND 63 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
<u>182 098 225 +48</u>	<u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 49</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 225 +49</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 50</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 51</u> <u>AND 79 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +1</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 52</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +2</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 53</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +3</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 54</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +4</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 55</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +5</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 56</u> <u>AND 72 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +6</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 57</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +7</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 58</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +8</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 59</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +9</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 60</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +10</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 61</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +11</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 62</u> <u>AND 73 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +12</u>	<u>CONDOMINIUM PLAN 1820957</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
	<u>UNIT 63</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +13</u>	<u>UNIT 64</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +14</u>	<u>UNIT 65</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +15</u>	<u>UNIT 66</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +16</u>	<u>UNIT 67</u> <u>AND 63 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +17</u>	<u>UNIT 68</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +18</u>	<u>UNIT 69</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +19</u>	<u>UNIT 70</u> <u>AND 79 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +20</u>	<u>UNIT 71</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +21</u>	<u>UNIT 72</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +22</u>	<u>UNIT 73</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +23</u>	<u>UNIT 74</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +24</u>	<u>UNIT 75</u> <u>AND 72 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +25</u>	<u>UNIT 76</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +26</u>	<u>UNIT 77</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
<u>182 098 248 +27</u>	<u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 78</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +28</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 79</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +29</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 80</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +30</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 81</u> <u>AND 73 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +31</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 82</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +32</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 83</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +33</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 84</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +34</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 85</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +35</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 86</u> <u>AND 63 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +36</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 87</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +37</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 88</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +38</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 89</u> <u>AND 79 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +39</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 90</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +40</u>	<u>CONDOMINIUM PLAN 1820957</u> <u>UNIT 91</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u> <u>EXCEPTING THEREOUT ALL MINES AND MINERALS</u>
<u>182 098 248 +41</u>	<u>CONDOMINIUM PLAN 1820957</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
	<u>UNIT 92</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +42</u>	<u>UNIT 93</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +43</u>	<u>UNIT 94</u> <u>AND 72 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +44</u>	<u>UNIT 95</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +45</u>	<u>UNIT 96</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +46</u>	<u>UNIT 97</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +47</u>	<u>UNIT 98</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +48</u>	<u>UNIT 99</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 248 +49</u>	<u>UNIT 100</u> <u>AND 73 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 252</u>	<u>UNIT 101</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 252 +1</u>	<u>UNIT 102</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 252 +2</u>	<u>UNIT 103</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 252 +3</u>	<u>UNIT 104</u> <u>AND 86 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 252 +4</u>	<u>UNIT 105</u> <u>AND 63 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u> <u>CONDOMINIUM PLAN 1820957</u>
<u>182 098 252 +5</u>	<u>UNIT 106</u> <u>AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY</u>

<u>Title Certificate Number</u>	<u>Legal Description</u>
<u>182 098 252 +6</u>	<u>EXCEPTING THEREOUT ALL MINES AND MINERALS CONDOMINIUM PLAN 1820957 UNIT 107 AND 64 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS</u>

Document comparison by Workshare Professional on Tuesday, April 09, 2019
1:12:10 PM

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Description	Order 9532325_1
Document 2 ID	file://C:\Users\lhackman\Desktop\9546866_2.doc
Description	9546866_2
Rendering set	BDP - strikethrough, no moves

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	567
Deletions	26
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	593

Redline options:	
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Compare Numbers at Character Level	OFF
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Show Paragraph Changes	OFF
Ignore Case Changes	OFF
Ignore Text Boxes	OFF
Ignore Field Codes	OFF
Compare field contents as text	ON
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Detect Changes to Images	OFF