COURT FILE NUMBER 2101-00810

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF 2314174 ALBERTA LTD.

DEFENDANT 1652563 ALBERTA LTD.

IN THE MATTER OF THE RECEIVERSHIP OF 1652563

ALBERTA LTD.

DOCUMENT <u>SALE APPROVAL AND VESTING ORDER</u>

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT

BORDEN LADNER GERVAIS LLP

1900, 520-3rd Ave. S.W. Calgary AB, T2P 0R3

Attention: Jessica L. Cameron/Myles Fish

Telephone: (403) 232-9715/9764

Facsimile: (403) 266-1395

Email: jcameron@blg.com/mfish@blg.com

File No. 440777/000010

DATE ON WHICH ORDER WAS PRONOUNCED: August 11, 2021

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary

NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Justice K.D. Yamauchi

UPON THE APPLICATION of BDO Canada Limited in its capacity as the Court-appointed receiver and manager ("**Receiver**") of the undertakings, property, and assets of 1652563 Alberta Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by the agreement of purchase and sale between the Receiver and 2314174 Alberta Ltd. (the "**Purchaser**") dated July 29, 2021 (the "**Purchase Agreement**") and appended as Appendix "B" to the Receiver's Second Report, dated August 3, 2021, filed (the "**Second Report**"), and vesting in the Purchaser all of the Debtor's right, title and interest in and to the "**Property**" (as defined in the Purchase Agreement);

AND UPON HAVING READ the Receivership Order, dated February 11, 2021 (the "**Receivership Order**"), the Report previously filed by the Receiver, the Affidavit of Service of Lyndsey Pearson affirmed on August 10, 2021, filed, and all other material and evidence filed to date in the within proceedings; **AND**



UPON HEARING the submissions of counsel for the Receiver, the Purchaser, and any other interested parties appearing at the hearing of this application, which occurred via WebEx Video Conference, having regard to the Court's procedures for the COVID-19 pandemic;

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 THE TRANSACTION

- 2. The Purchase Agreement, including the Transaction contemplated thereby, is hereby authorized, ratified and approved, with such minor amendments as the Receiver may deem necessary.
- 3. The Receiver is hereby authorized and directed to take all such steps, perform, consummate, implement, execute and deliver all such conveyance documents, bills of sale, assignments, conveyances, transfers, deeds, representations, indicia of title, tax elections, documents and instruments of whatsoever nature or kind as may be reasonably necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser in accordance with the terms of the Purchase Agreement, including, without limitation, making such amendments to the Purchase Agreement as the Receiver and the Purchaser may approve in writing and which do not materially alter the Purchase Agreement.

VESTING OF PROPERTY

4. Upon the delivery of the Receiver's certificate to the Purchaser substantially in the form and substance set out in **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Property listed in **Schedule "B"** hereto, shall vest absolutely in the name of the Purchaser, free and clear of and from all estate, right, title, interest, royalty, rental and equity of redemption of the Debtor and all persons who claim by, through, or under the Debtor, and any and all caveats, security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments (whether contractual, statutory, or otherwise), actions, judgments, executions, levies, taxes, writs of enforcement, charges, encumbrances, other financial or monetary claims, or interests, whether or not they have attached

or been perfected, registered or filed and whether secured, unsecured or otherwise, and whether by payment, set off or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order;
- (b) all charges, security interests or claims against the Property, whether or not evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims under the *Builders' Lien Act* (Alberta);
- (d) any municipal property tax claims under the *Municipal Government Act*, or otherwise, including any municipal property tax claims which accrued or were payable from February 11, 2021 until Closing; and
- (e) those Claims listed in **Schedule** "C" hereto;

all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, the "Permitted Encumbrances"). For greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property and all charges, security interests or Claims evidenced by registrations under any personal property registry system, or otherwise where any Claim of any kind may be registered or recorded are hereby expunged, ordered removed and otherwise unconditionally discharged and terminated as against the Property.

- 5. Upon the delivery of the Receiver's Certificate to the Purchaser, and upon the filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, the "Governmental Authorities") are hereby authorized, requested and directed to accept delivery of such Receiver's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser clear title to the Property subject only to the Permitted Encumbrances. Without limiting the foregoing:
 - (a) the Registrar of Land Titles of Alberta (the "Land Titles Registrar") shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title, as applicable, for those lands and premises described in **Schedule** "E" hereto (the "Lands");
- (ii) issue new Certificates of Title, as applicable, for the Lands in the name of the Purchaser, subject only to the Permitted Encumbrances;
- (iii) discharge and expunge the Encumbrances listed in **Schedule** "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Purchase Agreement against the existing Certificates of Title to the Lands, as applicable; and
- (b) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations (including any writs of enforcement) at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests, charges or other interest (other than Permitted Encumbrances) in the estate or interest of the Debtor in any of the Property.
- 6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Purchase Agreement. Presentment of this Order and the Receiver's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Property of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Property is required for the due execution, delivery and performance by the Receiver of the Purchase Agreement.
- 8. Upon delivery of the Receiver's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar in accordance with the *Land Titles Act* (Alberta) and 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. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.

- 9. 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 Receiver or the Debtor, other than as described in the Purchase Agreement.
- 10. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Property, and all persons or entities having any Claims of any kind whatsoever in respect of the Property, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all estate, right, title, interest, royalty, rental and equity of redemption or other Claim whatsoever in respect of the Property and, to the extent that any such persons or entities remain in possession or control of any of the Property, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Property, they shall forthwith deliver possession thereof to the Purchaser.
- 11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Debtor, or any person claiming by through, under or against the Debtor.
- 12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
- 13. The Receiver is directed to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof to the Purchaser.

HANDLING OF NET PROCEEDS

14. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Property and from and after the delivery of the Receiver's Certificate any encumbrances or charges created by the Receivership Order and all Claims and Encumbrances (but excluding Permitted Encumbrances) shall not attach to, and shall cease to be attached to, encumber or otherwise form a charge, security interest, lien, builders' lien, or other Claim against the Property and shall attach to the net proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

MISCELLANEOUS MATTERS

15. Notwithstanding:

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

the assignment, transfer, conveyance and vesting of the Debtor's right, title, estate and interest in and to the Property to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, 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 BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 16. The Receiver, the Purchaser and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- 18. Service of this Order shall be deemed good and sufficient by serving the same on:

- a. the persons listed on the electronic service list created in these proceedings;
- b. the Purchaser or on the Purchaser's solicitors; and
- c. by posting a copy of this Order on the Receiver's website at: https://www.bdo.ca/en-ca/extranets/1652563alberta;

and service on any other Person is hereby dispensed with.

Justice of the Court of Queen's Bench of Alberta

The Following Schedules Form Part of this Vesting Order:

Schedule A – Receiver's Certificate

Schedule B – Property

 $Schedule \ C-Encumbrances$

Schedule D – Permitted Encumbrances

Schedule E – Land Title Certificates

SCHEDULE "A" FORM OF RECEIVER'S CERTIFICATE

COURT FILE NUMBER 2101-00810

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF 2314174 ALBERTA LTD.

DEFENDANT 1652563 ALBERTA LTD.

IN THE MATTER OF THE RECEIVERSHIP OF 1652563

ALBERTA LTD.

DOCUMENT <u>RECEIVER'S CERTIFICATE</u>

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT

BORDEN LADNER GERVAIS LLP

1900, 520-3rd Ave. S.W. Calgary AB, T2P 0R3

Attention: Jessica L. Cameron/Myles Fish Telephone No: (403) 232-9715/9764

Facsimile: (403) 266-1395

Email: jcameron@blg.com/mfish@blg.com

File No. 440777/000010

RECITALS

- A. Pursuant to an Order of the Honourable Justice D.B. Nixon of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") dated February 11, 2021, BDO Canada Limited was appointed as the receiver and manager (the "Receiver") of 1652563 Alberta Ltd. (the "Debtor").
- B. Pursuant to an Order of the Court dated August 11, 2021, the Court approved the agreement of purchase and sale made as of July 29, 2021 (the "**Purchase Agreement**") between the Receiver as vendor on behalf of the Debtor, and 2314174 Alberta Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser or its nominee of the Debtor's right, title and interest in and to the Property (as defined in the Purchase Agreement), which vesting is to be effective with respect to the Property 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 Property; (ii) that the conditions to Closing as set out in the Purchase Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable; 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 Purchase Agreement.

THE RECEIVER CERTIFIES the following:

- 1. The Purchaser has paid in full the Purchase Price to be paid for the Property on the Closing Date pursuant to the Purchase Agreement and the Receiver has received the cash portion of the Purchase Price for the Property payable on the Closing Date pursuant to the Purchase Agreement;
- 2. Any conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and/or the Purchaser where applicable; and
- 3. The Transaction contemplated by the Purchase Agreement has been completed to the satisfaction of the Receiver, subject to the post-closing obligations provided for therein.

This Certificate was delivered by the Receiver at [Time] on [Date], 2021.

BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF THE ASSETS, UNDERTAKINGS AND PROPERTIES OF 1652563 ALBERTA LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

Per:				
	Name:			
	Title:			

SCHEDULE "B" PROPERTY

No.	Municipal Address	Legal Description	Detail
1	419, 10 Avenue South, Carstairs, AB, TOM ONO	PLAN 3845CO THAT PORTION OF THE ROADWAY SOUTH OF LOT 8 BLOCK 28 AND NORTH OF LOT 1 BLOCK 29 EXCEPTING THEREOUT ALL MINES AND MINERALS	Commercial building and parking space (the "Building Lot")
2	417, 10 Avenue South, Carstairs, AB, TOM ONO	PLAN 3845CO BLOCK 28 LOTS 7 AND 8 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Vacant commercial zoned land ("Lot 417")
3	413, 10 Avenue South, Carstairs, AB, 'TOM ONO	PLAN 3845CO BLOCK 28 LOTS 5 AND 6 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Vacant commercial zoned land ("Lot 413")

SCHEDULE "C" ENCUMBRANCES

Parcel 1: Certificate of Title No. 201 137 322, 419, 10 Avenue South, Carstairs, AB, TOM ONO

Instrument No.	Date	Description
201 208 518	10/11/2020	Caveat – Amending Agreement
		Caveator – 2314174 Alberta Ltd.

Parcel 2 & Parcel 3: Certificate of Title No.'s 201 128 945 and 201 128 945 \pm 1, 413 and 417 Avenue South, Carstairs AB, TOM ONO

Instrument No.	Date	Description	
181 209 630	28/09/2018	Mortgage	
		Mortgagee – 2314174 Alberta Ltd.	
		Original Principal Amount: \$500,000	
211 018 902	22/01/2021	Writ	
		Creditor – Sterling Trailer Sales	
		Amount: \$22,250 and Costs if Any	
211 042 766	24/02/2021	Writ	
		Creditor – Alberta Treasury Branches	
		Amount: \$171,735 and Costs if Any	

SCHEDULE "D" PERMITTED ENCUMBRANCES

1. None

SCHEDULE "E" LAND TITLE CERTIFICATES

No.	Municipal Address	Land Title Certificate No.
1	419, 10 Avenue South, Carstairs, AB, TOM ONO	201 137 322
2	417, 10 Avenue South, Carstairs, AB, TOM ONO	201 128 945
3	413, 10 Avenue South, Carstairs, AB, TOM ONO	201 128 945 +1



HISTORICAL LAND TITLE CERTIFICATE

CURRENT TITLE WITH HISTORICAL DATA

s

LINC SHORT LEGAL TITLE NUMBER 0019 707 009 3845CO;OT 201 137 322

LEGAL DESCRIPTION

PLAN 3845CO
THAT PORTION OF THE ROADWAY
SOUTH OF LOT 8 BLOCK 28
AND NORTH OF LOT 1 BLOCK 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;30;17;SE

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CARSTAIRS

REFERENCE NUMBER: 851 042 530

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

201 137 322 07/08/2020 TRANSFER OF LAND \$240,000 NOMINAL

OWNERS

1652563 ALBERTA LTD.
OF BOX 2144
CARSTAIRS
ALBERTA TOM 0N0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

871 228 700 11/12/1987 CAVEAT

RE : LEASE

CAVEATOR - NORTH HILL MOTORS (1975) LTD.

C/O WILLIAM J SHACHNOWICH,

1200,840-7 AVENUE S.W., CALGARY

ALBERTA T2P3G2

AGENT - W J SHACHNOWICH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2 # 201 137 322

NUMBER DATE (D/M/Y) PARTICULARS

201 141 534 13/08/2020 DISCHARGE OF CAVEAT 871228700

201 208 518 10/11/2020 CAVEAT

REGISTRATION

RE : AMENDING AGREEMENT

CAVEATOR - 2314174 ALBERTA LTD.

STE 3810, BANKERS HALL WEST

888-3 ST SW

CALGARY

ALBERTA T2P5C5

(DATA UPDATED BY: TRANSFER OF CAVEAT

211052698)

211 052 698 11/03/2021 TRANSFER OF CAVEAT 201208518

TRANSFEREE - 2314174 ALBERTA LTD.

STE 3810, BANKERS HALL WEST

888-3 ST SW

CALGARY

ALBERTA T2P5C5

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 30 DAY OF APRIL, 2021 AT 11:55 A.M.

ORDER NUMBER: 41563339

CUSTOMER FILE NUMBER: 440777.10

EGISTRAP OF

END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

CURRENT TITLE WITH HISTORICAL DATA

s

LINC SHORT LEGAL TITLE NUMBER 0038 673 125 3845CO;28;7,8 201 128 945

LEGAL DESCRIPTION
PLAN 3845CO
BLOCK 28
LOTS 7 AND 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;30;17;SE

MUNICIPALITY: TOWN OF CARSTAIRS

AND THE RIGHT TO WORK THE SAME

REFERENCE NUMBER: 181 209 629

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

201 128 945 24/07/2020 SEPARATION - PARCEL

OWNERS

1652563 ALBERTA LTD.
OF BOX 2144
CARSTAIRS
ALBERTA TOM ONO

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 209 630 28/09/2018 MORTGAGE

MORTGAGEE - 2314174 ALBERTA LTD.

STE 3810, BANKERS HALL WEST

888-3 ST SW

CALGARY

ALBERTA T2P5C5

ORIGINAL PRINCIPAL AMOUNT: \$500,000

(DATA UPDATED BY: TRANSFER OF MORTGAGE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

211052697)

211 018 902 22/01/2021 WRIT

CREDITOR - STERLING TRAILER SALES (A PARTNERSHIP).

PAGE 2

201 128 945

1935-2 AVE

DUNMORE

ALBERTA TOJ1AO

DEBTOR - 1652563 ALBERTA LTD.

419-10 AVE S

CARSTAIRS

ALBERTA TOMONO

AMOUNT: \$22,250 AND COSTS IF ANY

ACTION NUMBER: 210800008

211 042 766 24/02/2021 WRIT

CREDITOR - ALBERTA TREASURY BRANCHES.

2100, 1K0020 - 100 STREET

EDMONTON

ALBERTA T5J0N3

DEBTOR - 1652563 ALBERTA LTD.

419-10 AVE S

CARSTAIRS

ALBERTA TOMONO

AMOUNT: \$171,735 AND COSTS IF ANY

ACTION NUMBER: 2001-11460

211 052 697 11/03/2021 TRANSFER OF MORTGAGE 181209630

TRANSFEREE - 2314174 ALBERTA LTD.

STE 3810, BANKERS HALL WEST

888-3 ST SW

CALGARY

ALBERTA T2P5C5

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 30 DAY OF APRIL, 2021 AT 11:59 A.M.

ORDER NUMBER: 41563411

CUSTOMER FILE NUMBER: 440777.10

END OF CERTIFICATE



THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,

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HISTORICAL LAND TITLE CERTIFICATE

CURRENT TITLE WITH HISTORICAL DATA

s

LINC SHORT LEGAL 0038 673 109 3845CO;28;5,6 TITLE NUMBER 201 128 945 +1

LEGAL DESCRIPTION

PLAN 3845CO

BLOCK 28

LOTS 5 AND 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;30;17;SE

MUNICIPALITY: TOWN OF CARSTAIRS

REFERENCE NUMBER: 181 209 629

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

201 128 945 24/07/2020 SEPARATION -

PARCEL

OWNERS

1652563 ALBERTA LTD.

OF BOX 2144

CARSTAIRS

ALBERTA TOM ONO

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

181 209 630 28/09/2018 MORTGAGE

MORTGAGEE - 2314174 ALBERTA LTD.

STE 3810, BANKERS HALL WEST

888-3 ST SW

CALGARY

ALBERTA T2P5C5

ORIGINAL PRINCIPAL AMOUNT: \$500,000

(DATA UPDATED BY: TRANSFER OF MORTGAGE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

211052697)

211 018 902 22/01/2021 WRIT

CREDITOR - STERLING TRAILER SALES (A PARTNERSHIP).

PAGE 2

201 128 945 +1

1935-2 AVE

DUNMORE

ALBERTA TOJ1AO

DEBTOR - 1652563 ALBERTA LTD.

419-10 AVE S

CARSTAIRS

ALBERTA TOMONO

AMOUNT: \$22,250 AND COSTS IF ANY

ACTION NUMBER: 210800008

211 042 766 24/02/2021 WRIT

CREDITOR - ALBERTA TREASURY BRANCHES.

2100, 1K0020 - 100 STREET

EDMONTON

ALBERTA T5J0N3

DEBTOR - 1652563 ALBERTA LTD.

419-10 AVE S

CARSTAIRS

ALBERTA TOMONO

AMOUNT: \$171,735 AND COSTS IF ANY

ACTION NUMBER: 2001-11460

211 052 697 11/03/2021 TRANSFER OF MORTGAGE 181209630

TRANSFEREE - 2314174 ALBERTA LTD.

STE 3810, BANKERS HALL WEST

888-3 ST SW

CALGARY

ALBERTA T2P5C5

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 30 DAY OF APRIL, 2021 AT 11:59 A.M.

ORDER NUMBER: 41563411

CUSTOMER FILE NUMBER: 440777.10

END OF CERTIFICATE



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SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).