

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT
TO SECTION 243 OF THE *BANKRUPTCY AND*
INSOLVENCY ACT R.S.C. 1985, c. B-3, AS AMENDED

B E T W E E N:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

- and -

5448124 MANITOBA LTD.,

Respondent.

NOTICE MOTION
DATE OF HEARING: WEDNESDAY, DECEMBER 2, 2020 AT 10:00 A.M.
EDMOND, J.

TAYLOR McCaffrey LLP
Barristers and Solicitors
2200 – 201 Portage Avenue
Winnipeg, Manitoba
R3B 3L3

David R.M. Jackson (204 988-0375)
Fax – 204 957-0945
Client File No. 98665-1 DJAC

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT
 TO SECTION 243 OF THE *BANKRUPTCY AND*
 INSOLVENCY ACT R.S.C. 1985, c. B-3, AS AMENDED

BETWEEN:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

- and -

5448124 MANITOBA LTD.,

Respondent.

NOTICE OF MOTION

Grant Thornton Limited in its capacity as Court appointed Receiver and Manager of 5448124 Manitoba Ltd. ("Receiver") will make a motion before the Honourable Mr. Justice Edmond on Wednesday, December 2, 2020 at 10:00 o'clock in the forenoon or so soon after that time as the motion can be heard at the Law Courts, 408 York Avenue at Kennedy Street, in the City of Winnipeg, by teleconference. The dial-in coordinates are as follows:

Dial-in information will be forwarded to the Service List immediately upon receiving same from the Court.

THE MOTION IS FOR:

1. An Order substantially in the form as attached hereto as Schedule 1 to this Notice of Motion and provides, *inter alia*:

- a) An Order validating service of this motion abridging the time period for service, if necessary;

- b) Approving the Receiver's proposed sale of the assets of the Respondent, 5448124 Manitoba Ltd. ("Debtor") to the Purchaser under a Purchase Agreement dated June 1, 2020 as amended August 24, 2020 and re-amended October 30, 2020 ("Sale Agreement");
 - c) Vesting title of the purchased assets in the name of the Purchaser free and clear of all encumbrances;
 - d) Approving the Seventh Report of the Receiver dated November 25, 2020 ("Seventh Report");
 - e) Approving the Receiver's Statement of Receipts and Disbursements;
 - f) Approving the fees and disbursements of the Receiver and its legal counsel;
 - g) Sealing the Confidential Appendices to the Seventh Report;
 - h) Authorizing the Receiver to repay its obligations to the Applicant under the Receiver's Borrowing Charge and payment of the balance of net sale proceeds to the Applicant;
2. Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

- 1. *Corporation Act* s. 95 CCSM c.C225.
- 2. *Queen's Bench Act* s. 55 CCSM c.280.
- 3. *Queen's Bench Rule* 41.05.
- 4. By Order pronounced October 16, 2015 this Honourable Court issued an Order appointing the Receiver over all of the assets, undertaking and property of 5448124 Manitoba Ltd. ("544")("Initial Receivership Order").
- 5. By Order of this Honourable Court pronounced October 27, 2015 the Initial Receivership Order was continued and the Receiver's powers expanded in

accordance with the Receiver's First Report dated October 26, 2015 ("Amended and Restated Receivership Order").

6. The Receiver proceeded to carry out its duties and responsibilities in accordance with the Amended and Restated Receivership Order.

7. The Receiver engaged ASH Management Group Inc. ("ASH") to provide management services for 544's property and in particular the 3 story residential apartment building commonly known as 519 Burnell Street, Winnipeg ("Property").

8. After its engagement and inspection of Property, ASH determined that there were numerous deficiencies and other issues which had to be rectified promptly in order to properly address immediate health and safety ("Priority Expenditures") as well as other remediation efforts necessary before the Property could be properly marketed.

9. The Receiver alerted the Applicant, Cameron Stephens Financial Corporation ("CSFC") as to its concerns and the need for funding Priority Expenditures and other remediation requirements under the Receiver's borrowing powers.

10. With the assistance of ASH and CSFC the Receiver promptly attended to the Priority Expenditures which addressed the immediate health and safety issues of the Property and then started to address the other remediation requirements.

11. Although the Amended and Re-Styled Receivership Order provided the Receiver with authorization to commence the sale and marketing of the Property in

consultation with CSFC the decision was made to delay proceeding with such sales efforts until certain milestones of the Property were achieved including:

- a) Completion of the Priority Expenditures work;
- b) Eviction of the non-paying and disruptive tenants;
- c) Lease up the apartments to stabilize occupancy; and
- d) Determine what further and other remediation efforts were necessary.

12. As the Property did not generate sufficient cash flow to meet required expenditures and professional fees it has been necessary to renew and increase the Receiver's borrowing facilities with CSFC and in particular the Receiver and CSFC entered into a series of Loan Agreements, the most recent of which is the Fifth Loan Amending Agreement dated December 17, 2019 which matures December 31, 2019.

13. During its administration of the Property the Receiver prepared, filed with the Court and circulated to all parties on the Service List ongoing reports detailing its efforts to address Priority Expenditures and other remediation efforts including, most recently, Seventh Report of the Receiver.

14. In consultation with CSFC, the Receiver determined in or about the Spring of 2019 that sufficient effort have been made to rehabilitate the building and improve operating revenue to the point where it was commercially reasonable to proceed with a sales and marketing process.

15. Further, in consultation with CFSC the Receiver solicited experienced commercial realtors to assist in the development of a sales and marketing plan for the Property.

16. By Order pronounced May 7, 2019 ("Sales Process Order") this Honourable Court approved a Sales Process as detailed in the Sixth Report of the Receiver and approved the broker selection process including the Receiver entering or retaining Colliers International ("Colliers") to market the Property.

17. The Receiver, with the assistance of Colliers proceeded to market the Property in a commercially reasonable manner and in accordance with the Sales Process Order.

18. After completing the Sale Process the Receiver entered into a Purchase Agreement dated June 26, 2019 for the sale of the Property subject to various conditions including a 30 day diligence period. Unfortunately, the proposed purchaser was not satisfied following due diligence and the transaction did not proceed.

19. Subsequently, on or about September 10, 2019 the Receiver entered into a Purchase Agreement with another prospective purchaser subject to a 30 day due diligence period. Unfortunately, this proposed purchaser was not prepared to proceed with the transaction.

20. The Receiver, together with the assistance of Collins, continued their marketing efforts for the Property and on or about June 1, 2020 entered into a Purchase

Agreement with the Purchaser subject, *inter alia*, to the usual due diligence period as well as CMHC financing.

21. Various extensions were required to meet the due diligence and financing conditions which were addressed by parties to amending and re-amending the Purchase Agreement before ultimately the conditions were met.

22. In order to complete the Sale Agreement it is necessary for the Receiver to obtain an Approval and Vesting Order from this Honourable Court to vest title in the Property to the Purchaser free and clear of all registered encumbrances save and except the development and utility caveats which will remain on the title.

23. The Receiver had previously obtained an opinion from its independent legal counsel that the Plaintiff, Cameron Stephens Financial Corporation ("CSFC") has a prior perfected security interest over the Property.

24. It is appropriate once the Receiver has closed the Sale Agreement to pay out the net proceeds less an appropriate reserve to CFSC.

25. The Seventh Report of the Receiver contains Confidential Appendices including unredacted versions of appraisals, details of the previous unsuccessful Purchase Agreements and other confidential information public disclosure of which before completion of the sale could prove prejudicial to the Sales Process.

26. Since the last Court appearance the Receiver and its legal counsel have continued to provide interim accounts for fees and disbursements detailed in the Seventh Report for which it is appropriate for the Court to approve.

27. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT
THE HEARING OF THE MOTION:

1. The pleadings and proceedings herein.
2. The Order pronounced May 7, 2019 ("Sales Process Order").
3. The Seventh Report to the Court of the Receiver dated November 25, 2020.
4. The Confidential Appendix to the Seventh Report to be filed under seal.
5. Such further and other documentation as counsel may advise and this Honourable Court may permit.

November 25, 2020

TAYLOR McCAFFREY LLP
2200 – 201 Portage Avenue
Winnipeg, Manitoba
R3B 3L3

David R.M. Jackson
204-988-0375

TO: SERVICE LIST
(attached)

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*
R.S.C. 1985, c. B-3 AS AMENDED

BETWEEN:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

-and-

5448124 MANITOBA LTD.,

Respondent.

**SERVICE LIST
AS AT NOVEMBER 24, 2020**

TAYLOR McCAFFREY LLP
Barristers and Solicitors
2200 – 201 Portage Avenue
Winnipeg, Manitoba
R3B 3L3

David R.M. Jackson (988-0375)
Fax - 957-0945
Client File No. 98665-1 DJAC

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*
R.S.C. 1985, c. B-3 AS AMENDED

BETWEEN:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

-and-

5448124 MANITOBA LTD.,

Respondent.

SERVICE LIST

<i>Party/Counsel</i>	<i>Telephone</i>	<i>Facsimile</i>	<i>Party Represented</i>
MLT AIKINS LLP 30 th Floor – 360 Main Street Winnipeg, Manitoba R3C 4G1 J.J. BURNELL E-Mail: jburnell@mltaikins.com	204-957-0050 204-957-4663	204-957-0840 204-957-4285	Counsel for the Applicant, Cameron Stephens Financial Corporation and Cameron Stephens Mortgage Capital Ltd.
GRANT THORNTON LIMITED 200 King Street West, 11 th Floor Box 11 Toronto, ON M5H 3T4 MICHAEL CREBER E-Mail: michael.creber@ca.gt.com AARON PREVITE E-Mail: aaron.previte@ca.gt.com Daniel Wootton E-Mail: dan.wootton@ca.gt.com	416-366-0100 416-369-7047 416-360-5023 416-360-3063	416-360-4949 416-360-4949 905-475-8906 416-360-4949	Receiver

<i>Party/Counsel</i>	<i>Telephone</i>	<i>Facsimile</i>	<i>Party Represented</i>
TAYLOR McCaffrey LLP 9 TH Floor – 400 St. Mary Ave. Winnipeg, MB R3C 4K5 DAVID JACKSON E-Mail: djackson@tmlawyers.com	204-949-1312 204-988-0375	204-953-7178	Counsel for the Receiver
DEPARTMENT OF JUSTICE CANADA 301 – 310 Broadway Winnipeg, MB R3C 0S6 PENNY PIPER E-Mail: penny.piper@justice.gc.ca	204-983-2391 204-984-1756	204-983-3636	Counsel for Canada Revenue Agency
MANITOBA JUSTICE CIVIL LEGAL SERVICE 730 – 405 Broadway Winnipeg, MB R3C 3L6 SEAN BOYD E-Mail: sean.boyd@gov.mb.ca	204-945-2832 204-945-0165	204-948-2041 204-948-2826	Counsel The Province of Manitoba (Employment Standards) (Finance)
5448124 MANITOBA LTD. 910-388 Portage Avenue, Winnipeg, MB, R3C 0C8 E-Mail: russknight51@gmail.com			Debtor (Respondent)
RUSSELL KNIGHT 624 Fairmont Road Winnipeg, MB R3R 1B1 E-Mail: russknight51@gmail.com			Director of the Respondent
SUSANNAH SIMES 624 Fairmont Road Winnipeg, MB R3R 1B1 E-Mail: russknight51@gmail.com			Director of the Respondent

<i>Party/Counsel</i>	<i>Telephone</i>	<i>Facsimile</i>	<i>Party Represented</i>
CAMERON STEPHENS MORTGAGE CAPITAL LTD. 25 Adelaide Street East Suite 600 Toronto, Ontario M5C 3A1 JERRY MARRIOTT E-Mail: jerry.marriott@gmail.com			Secured Creditor
RESIDENTIAL TENANCIES BOARD 302-254 Edmonton Street, Winnipeg, MB R3C 3Y4 JANET HALLDORSON E-Mail: janet.halldorson@gov.mb.ca	204-945-2476 204-945-5722	 204-945-6273	
PITBLADO LLP 2500 – 360 Main Street Winnipeg, Manitoba R3C 4H6 TOM TURNER E-Mail: turner@pitblado.com	204-956-3516	204-957-0227	Counsel for Lavro Properties Inc.

SCHEDULE 1

File No. 15-01-97928

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY*
ACT R.S.C. 1985, c. B-3, AS AMENDED

B E T W E E N:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

- and -

5448124 MANITOBA LTD.,

Respondent.

APPROVAL AND VESTING ORDER

TAYLOR McCaffrey LLP
Barristers and Solicitors
2200 – 201 Portage Avenue
Winnipeg, Manitoba
R3B 3L3

David R.M. Jackson (204 988-0375)
Fax – 204 957-0945
Client File No. 98665-1 DJAC

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

THE HONOURABLE

)

The 2nd day of December, 2020

)

MR. JUSTICE EDMOND

)

B E T W E E N:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

- and –

5448124 MANITOBA LTD.,

Respondent.

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of 5448124 Manitoba Ltd. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Lavro Properties Inc. (the "**Purchaser**") dated June 1, 2020 as amended August 24, 2020 and re-amended October 30, 2020 and appended to the Seventh Report to the Court of the Receiver dated November 25, 2020 (the "**Seventh Report**") and Confidential Appendices thereto, and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Seventh Report, the Confidential Appendices thereto and on hearing the submissions of counsel for the Receiver and the Applicant, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS that the time for service of the motion materials in support of this Approval and Vesting Order is hereby abridged and validated such that the motion is properly returnable today and hereby dispenses with further service.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. 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 and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, 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 Orders of the Honourable Mr. Justice Dewar dated October 16, 2015 and October 27, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to *The Personal Property Security Act* (Manitoba) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Winnipeg Land Titles Office ("**WLTO**") of a certified copy of this Order and a Requisition/Transmission of Land in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser or its solicitor together with a copy of the signed Receiver's Certificate, the District Registrar of the WLTO is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

5. THIS COURT ORDERS that this Order shall be entered by the District Registrar notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead

of the Purchased Assets, and that 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.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

9. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any licenced insolvency trustee 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 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.

10. THIS COURT ORDERS AND DECLARES that the Receiver is authorized to repay the Applicant from the net proceeds from the sale of the Purchased Assets as contemplated under paragraphs 64 and 65 of the Seventh Report provided that the aggregate of the distributions to the Applicant do not exceed the amount of the indebtedness owed to the Applicant and the Receiver may hold sufficient reserves to satisfy any accruing obligations or remaining costs pending the Receiver's discharge.

11. THIS COURT APPROVES the Seventh Report and the Receiver's activities set out therein.

12. THIS COURT APPROVES the Receiver's Statement of Receipts and Disbursements up to June 30, 2019 as detailed in the Seventh Report.

13. THIS COURT APPROVES the fees and disbursements of the Receiver and its legal counsel, Taylor McCaffrey LLP, as attached to the Seventh Report as Appendices 8 and 9 thereof.

14. THIS COURT ORDERS that the Confidential Appendices to the Seventh Report be sealed, kept confidential and not form part of the public record and shall remain stored electronically with this Court on an encrypted basis limiting access to only the Registrar of this Court and the presiding Judge and shall only be made accessible or form part of the public record after the Receiver has filed the Discharge Certificate referred to herein.

16. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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.

EDMOND, J.

I, DAVID JACKSON OF THE FIRM OF TAYLOR MCCAFFREY LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES:_____ AS DIRECTED BY THE HONOURABLE MR. JUSTICE EDMOND

Schedule A – Form of Receiver’s Certificate

File No. 15-01-97928

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

B E T W E E N:

CAMERON STEPHENS FINANCIAL CORPORATION,

Applicant,

- and -

5448124 MANITOBA LTD.,

Respondent.

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Dewar of the Court of Queen's Bench (the "**Court**") dated October 16, 2015 and Amended and Restated Order of October 27, 2017, Grant Thornton Limited was appointed as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of 5448124 Manitoba Ltd. (the "**Debtor**").

B. Pursuant to an Order of the Court dated December 2, 2020 (the "**Order**") the Court approved the agreement of purchase and sale made as of June 1, 2020 as amended August 24, 2020 and re-amended October 30, 2020 (the "**Sale Agreement**") between the Receiver and Lavro Properties Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor’s 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 7 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 Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its
capacity as Receiver of the undertaking,
property and assets of 5448124 Manitoba
Ltd., and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

Title No. 2291534/1

Lots 42 to 47 Block 3 Plan 775 WLTO in RL 65 Parish of St. James

Title No. 2291538/1

SP Lot 28 Plan 33661 WLTO in RL 63 to 65 Parish of St. James

Schedule C – Claims to be deleted and expunged from title to Real Property

Title No. 2291534/1

Mortgage No. 4597987/1

Caveat No. 4597988/1

Personal Property Security Notice No. 4597989/1

Amending Agreement No. 4652671/1

Caveat No. 4664175/1

Title No. 2291538/1

Mortgage No. 4597987/1

Caveat No. 4597988/1

Personal Property Security Notice No. 4597989/1

Amending Agreement No. 4652671/1

Caveat No. 4664175/1

Schedule D – Permitted Encumbrances

Notice No. 4611029/1

